

When Recorded Return to:
DCP Saratoga, LLC
13702 S. 200 W. #B12
Draper, UT 84020

NOTICE OF REINVESTMENT FEE COVENANT
(Quailhill Plat D)

Pursuant to Utah Code Ann. § 57-1-46(6), the Mt. Saratoga Master Association, Inc., a Utah non-profit corporation (the “**Association**”), hereby gives notice of a Reinvestment Fee Covenant which burdens the real property described in Exhibit A (the “**Burdened Property**”), attached hereto, and any additional land that is annexed into and made subject to the Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Mt. Saratoga, that was recorded July 10, 2018, as Entry No. 64461:2018, in the records of Utah County, and any amendments or supplements thereto (the “**Declaration**”).

The Reinvestment Fee Covenant requires, among other things, that upon the transfer of any of the Burdened Property subject to the Declaration, the transferee is required to pay a reinvestment fee determined by the Association’s Board of Directors in accordance with Article V, Section 5.15 of the Declaration, unless the transfer falls within an exclusion listed in Utah Code § 57-1- 46(8).

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within **Quailhill at Mt. Saratoga** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:
Mt. Saratoga Master Association, Inc.
187 West Main St.
Lehi, UT 84043
2. The burden of the Reinvestment Fee Covenant is intended to run with the Burdened Property and to bind successors in interest and assigns.
3. The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on the Burdened Property.
4. The duration of the Reinvestment Fee Covenant is perpetual. The Association’s members, by and through a vote as provided for in the amendment provisions of the Declaration, may amend or terminate the Reinvestment Fee Covenant.
5. The purpose of the Reinvestment Fee is to assist the Association in covering the costs of: (a) common planning, facilities and infrastructure; (b) obligations arising from an

environmental covenant; (c) community programming; (d) resort facilities; (e) open space; (f) recreation amenities; (g) common expenses of the Association; or (h) funding Association reserves.

6. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Reinvestment Fee Covenant on behalf of the Association on the date set forth below, to be effective upon recording with the Utah County Recorder.

DATED this 5 day of March, 2019.

Declarant

DCP Saratoga, LLC

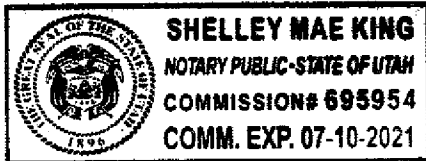
a Utah limited liability company

By: Joseph Pierce / Joseph Pierce

Its: Manager Representative

STATE OF UTAH)
) ss.
COUNTY OF Utah)

~~me~~ On the 5 day of MARCH, 2019, personally appeared before me Joseph Pierce who by me being duly sworn, did say that she/he is an authorized representative of DCP Saratoga, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Shelley King
Notary Public

EXHIBIT A

(Legal Description)

All of **Quailhill at Mt. Saratoga Plat D**, according to the official plat on file in the office of the Utah County Recorder.

Including Lots: 401 through 439

More particularly described as:

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 21 , TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°17'59"E 804.10 FEET AND WEST 656.12 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S78°06'45"W 81.00 FEET; THENCE S53°15'38"W 61.48 FEET; THENCE S72°49'07"W 103.96 FEET; THENCE N5°23'54"W 189.91 FEET; THENCE N1°38'28"W 216.42 FEET; THENCE NORTH 115.00 FEET; THENCE EAST 22.31 FEET; THENCE NORTH 82.50 FEET; THENCE WEST 375.31 FEET; THENCE NORTH 17.00 FEET; THENCE WEST 82.54 FEET; THENCE N0°00'38"E 204.00 FEET; THENCE EAST 470.49 FEET; THENCE S84°36'47"E 239.67 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1459.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S74°13'09"E) 704.56 FEET THROUGH A CENTRAL ANGLE OF 27°40'06" (CHORD: S1°56'48"W 697.73 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±6.14 ACRES
OF LOTS: 39

Parcel numbers have not been assigned