



ENT 196099:2021 PG 1 of 3  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Nov 22 3:16 pm FEE 40.00 BY SA  
RECORDED FOR SARATOGA SPRINGS CITY

When Recorded Return to:  
Wildflower Developer, LLC  
14034 S. 145 E., Suite 204  
Draper, UT 84020

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## NOTICE OF REINVESTMENT FEE COVENANT

Village 1, Plat E-4

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Pursuant to Utah Code § 57-1-46(6), the Wildflower Master Homeowners Association, Inc. ("**Association**") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A (the "**Burdened Property**"), attached hereto, which is subject to the Master Declaration of Covenants, Conditions and Restrictions for Wildflower recorded with the Utah County Recorder February 23, 2018 as Entry No. 17973:2018, 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, other than the Declarant, is required to pay a reinvestment fee as established by the Association's Board of Directors in accordance with Section 5.15 of the Declaration, unless the transfer falls within an exclusion listed in Utah Code § 57-1-46(8). In no event, shall the reinvestment fee exceed the maximum rate permitted by applicable law.

**BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES** owning, purchasing, or assisting with the closing of a Burdened Property conveyance within **Wildflower Village 1 Plat E-4** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:

Wildflower Master Homeowners Association, Inc.  
14034 S. 145 E., Suite 204  
Draper, Utah 84020

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 Declarant 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 30 day of September, 2021.

**DECLARANT  
WILDFLOWER DEVELOPER, LLC**  
a Utah limited liability company,

By: \_\_\_\_\_

Name: Nathan Shupp

Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On the 30 day of September, 2021, personally appeared before me Nathan Shupp who by me being duly sworn, did say that she/he is an authorized representative of Wildflower Developer, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Gina Francom  
Notary Public



**EXHIBIT A**  
**(Legal Description)**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT E-4**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Lots 49 through 64

More particularly described as:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3 AND THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LOCATED S0°05'10"E ALONG THE SECTION LINE 1436.42 FEET AND WEST 59.77 FEET FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S37°32'06"E 172.61 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 228.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N37°53'39"W) TO THE LEFT 40.98 FEET THROUGH A CENTRAL ANGLE OF 10°17'52" (CHORD: N46°57'25"E 40.92 FEET); THENCE S48°11'31"E 123.61 FEET; THENCE S21°20'42"W 108.80 FEET; THENCE N89°58'51"W 720.25 FEET; THENCE N79°25'59"W 37.93 FEET; THENCE N12°21'56"E 112.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 528.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N9°25'37"E) TO THE LEFT 13.88 FEET THROUGH A CENTRAL ANGLE OF 1°30'23" (CHORD: S81°19'34"E 13.88 FEET); THENCE N7°55'14"E 158.82 FEET; THENCE S84°17'23"E 64.53 FEET; THENCE S89°42'02"E 410.78 FEET; THENCE N50°36'06"E 45.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.19 ACRES  
182,724 SQ FT  
# OF LOTS: 16