

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

NOTICE OF REINVESTMENT FEE COVENANT

(Mt. Saratoga Master Association – Quailhill Townhomes Plat F-2)

Pursuant to Utah Code § 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 Townhomes Plat F-2** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:
Mt. Saratoga Master Association, Inc.
12227 Business Park Dr. Suite 200
Draper, UT 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 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.

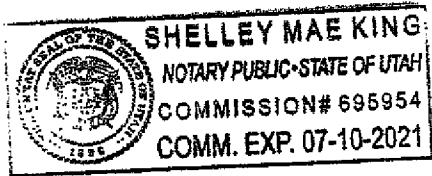
DATED this 6 day of February, 2020.

DECLARANT
DCP SARATOGA, LLC
a Utah limited liability company

By: *Joe Pierce*
Its: *Authorized Signer*

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 6 day of February, 2020, personally appeared before me Joe 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)

Lots T-201 through T-236 of Quailhill at Mt. Saratoga Plat F-2, according to the official plat on file in the office of the Utah County Recorder.

More particularly described as:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°17'59"E ALONG THE SECTION LINE 1690.94 FEET AND WEST 568.07 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 97.77 FEET; THENCE WEST 87.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N86°24'21"W) 10.67 FEET THROUGH A CENTRAL ANGLE OF 3°35'44" (CHORD: N1°47'47"E 10.67 FEET); THENCE N0°00'05"W 32.88 FEET; THENCE S89°59'55"W 40.00 FEET; THENCE N88°05'37"W 24.70 FEET; THENCE N86°45'52"W 59.34 FEET; THENCE ALONG THE ARC OF A 481.50 FOOT RADIUS CURVE TO THE LEFT 16.54 FEET THROUGH A CENTRAL ANGLE OF 2°03'12" (CHORD: N87°47'28"W 16.54 FEET); THENCE S1°25'50"W 50.92 FEET; THENCE ALONG THE ARC OF A 48.00 FOOT RADIUS CURVE TO THE RIGHT 14.09 FEET THROUGH A CENTRAL ANGLE OF 16°49'25" (CHORD: S9°50'33"W 14.04 FEET); THENCE S18°15'15"W 2.70 FEET; THENCE S84°40'38"W 164.44 FEET; THENCE N7°17'21"W 80.98 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1520.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N7°21'52"W) 160.05 FEET THROUGH A CENTRAL ANGLE OF 6°01'59" (CHORD: S85°39'08"W 159.98 FEET); THENCE S1°05'11"E 18.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1538.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N1°19'42"W) 40.44 FEET THROUGH A CENTRAL ANGLE OF 1°30'21" (CHORD: S89°25'29"W 40.44 FEET); THENCE N0°03'52"W 18.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1520.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N0°10'50"E) 173.27 FEET THROUGH A CENTRAL ANGLE OF 6°31'53" (CHORD: N86°33'14"W 173.17 FEET); THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT 30.91 FEET THROUGH A CENTRAL ANGLE OF 93°12'09" (CHORD: S50°06'38"W 27.61 FEET); THENCE S3°30'33"W 59.80 FEET; THENCE N86°29'27"W 40.00 FEET; THENCE N3°30'33"E 65.74 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT 28.26 FEET THROUGH A CENTRAL ANGLE OF 85°13'15" (CHORD: N39°06'04"W 25.73 FEET); THENCE N81°42'41"W 148.30 FEET; THENCE N8°17'19"E 40.00 FEET; THENCE S81°42'41"E 141.78 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT 31.43 FEET THROUGH A CENTRAL ANGLE OF 94°46'45" (CHORD: N50°53'56"E 27.97 FEET); THENCE N3°30'33"E 56.08 FEET; THENCE S83°43'55"E 40.05 FEET; THENCE S86°29'26"E 18.50 FEET; THENCE S3°30'33"W 58.00 FEET; THENCE N86°29'27"W 18.50 FEET; THENCE S3°30'33"W 2.23 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT 28.73 FEET THROUGH A CENTRAL ANGLE OF 86°37'35" (CHORD: S39°48'14"E 26.07 FEET); THENCE ALONG THE ARC OF A 1480.00 FOOT RADIUS CURVE TO THE LEFT 330.64 FEET THROUGH A CENTRAL ANGLE OF 12°48'01" (CHORD: S89°31'02"E 329.96 FEET); THENCE N6°10'09"W 78.49 FEET; THENCE N54°31'38"W 16.09 FEET; THENCE NORTH 36.04 FEET; THENCE N82°42'32"E 31.95 FEET; THENCE N4°19'26"W 49.32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1520.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N4°19'26"W) 89.31 FEET THROUGH A CENTRAL ANGLE OF 3°22'00" (CHORD: S87°21'34"W 89.30 FEET); THENCE N3°49'11"W 40.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1480.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N0°52'47"W) 165.72 FEET THROUGH A CENTRAL ANGLE OF 6°24'56" (CHORD: N85°54'45"E 165.63 FEET); THENCE N7°17'43"W 69.35 FEET; THENCE N5°35'53"E 30.24 FEET; THENCE S79°43'07"W 126.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 598.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N4°06'47"W) 34.51 FEET THROUGH A CENTRAL ANGLE OF 3°19'03" (CHORD: S87°32'45"W 34.51 FEET); THENCE NORTH 111.83 FEET; THENCE S81°16'07"E 167.40 FEET; THENCE S76°23'39"E 569.60 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1956.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N72°45'28"W) 363.09 FEET THROUGH A CENTRAL ANGLE OF 10°37'59" (CHORD: S22°33'32"W 362.57 FEET); THENCE ALONG THE ARC OF A 1459.00 FOOT RADIUS CURVE TO THE LEFT 106.49 FEET THROUGH A CENTRAL ANGLE OF 4°10'55" (CHORD: S25°47'03"W 106.47 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±6.27 ACRES
272,955.9 SQ. FT.
OF UNITS: 36

Parcel Numbers have not been assigned

***** The Building D, E, F, G, H, I, J, K & L Condominium Units in the Quailhill at Mt. Saratoga Plat F-2 are not part of the real property subject to this Recording *****