

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

NOTICE OF REINVESTMENT FEE COVENANT
(Quailhill Plat C)

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 B. Pierce / Joseph Pierce
Its: Manager Representative

STATE OF UTAH)
) ss.
COUNTY OF Utah)

Joseph Mr On the 5 day of March, 2019, 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)

All of **Quailhill at Mt. Saratoga Plat C**, according to the official plat on file in the office of the Utah County Recorder at Entry Number 15520:2019.

Including Lots: 301 through 334

More particularly described as:

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 ALONG THE QUARTER SECTION LINE 1189.59 FEET AND WEST 140.83 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTHWESTERLY ALONG THE ARC OF A 228.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S21°50'28"W) 46.20 FEET THROUGH A CENTRAL ANGLE OF 11°36'31" (CHORD: N73°57'48"W 46.12 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 22.64 FEET THROUGH A CENTRAL ANGLE OF 86°28'48" (CHORD: N36°31'40"W 20.55 FEET); THENCE N68°37'33"W 57.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1030.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S82°28'28"E) 93.06 FEET THROUGH A CENTRAL ANGLE OF 5°10'27" (CHORD: S4°56'18"W 93.03 FEET); THENCE N87°38'55"W 94.02 FEET; THENCE N3°38'42"E 50.77 FEET; THENCE N5°41'23"E 50.78 FEET; THENCE N82°28'28"W 94.50 FEET; THENCE N62°14'26"W 59.51 FEET; THENCE N81°33'00"W 100.32 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1376.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S81°32'19"E) 229.34 FEET THROUGH A CENTRAL ANGLE OF 9°32'59" (CHORD: N13°14'10"E 229.08 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 24.04 FEET THROUGH A CENTRAL ANGLE OF 91°48'38" (CHORD: N63°54'59"E 21.55 FEET); THENCE N19°49'18"E 56.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS: N19°49'18"E) 24.04 FEET THROUGH A CENTRAL ANGLE OF 91°48'38" (CHORD: N24°16'23"W 21.55 FEET); THENCE ALONG THE ARC OF A 1376.00 FOOT RADIUS CURVE TO THE RIGHT 84.70 FEET THROUGH A CENTRAL ANGLE OF 3°31'37" (CHORD: N23°23'44"E 84.69 FEET); THENCE S70°10'42"E 321.90 FEET; THENCE S19°49'18"W 100.00 FEET; THENCE S70°10'42"E 80.01 FEET; THENCE N19°49'18"E 100.00 FEET; THENCE S70°10'42"E 47.41 FEET; THENCE S68°16'50"E 50.82 FEET; THENCE S65°43'36"E 50.81 FEET; THENCE S63°28'08"E 50.81 FEET; THENCE S60°59'31"E 50.81 FEET; THENCE S58°28'42"E 52.66 FEET; THENCE S33°47'13"W 99.75 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1076.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S32°43'19"W) 20.00 FEET THROUGH A CENTRAL ANGLE OF 1°03'54" (CHORD: S56°44'44"E 20.00 FEET); THENCE N33°47'13"E 100.00 FEET; THENCE S55°20'26"E 50.52 FEET; THENCE S36°05'20"W 100.31 FEET; THENCE S4°41'51"W 64.98 FEET; THENCE S31°02'01"W 98.35 FEET; THENCE N58°57'59"W 192.67 FEET; THENCE N62°41'59"W 65.26 FEET; THENCE S21°50'28"W 99.96 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±5.71 ACRES
248,614 S.F.
OF LOTS: 34

Parcel numbers have not been assigned