



WHEN RECORDED RETURN TO:
Evans Ranch, LLC
1099 W. South Jordan Parkway
South Jordan, UT 84095

ENT 2331:2018 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jan 08 2:27 pm FEE 39.00 BY CS
RECORDED FOR EVANS RANCH

NOTICE OF REINVESTMENT FEE COVENANT

(Evans Ranch Plat "G-1")

Pursuant to Utah Code Ann. § 57-1-46(6), the Evans Ranch Owners 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 Amended & Restated Declaration of Covenants, Conditions and Restrictions for Evans Ranch recorded with the Utah County Recorder February 22, 2016 as Entry No. 14297, 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 4.6 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 **Evans Ranch Plat "G-1"** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:
Evans Ranch Owners Association, Inc.
1099 W. South Jordan Parkway
South Jordan, Utah 84095
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 19 day of December, 2017.

Evans Ranch, LLC
a Utah limited liability company,
By: DAI Managers, LLC, its Manager

By: _____
Its: **Nathan Shipp**

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 19 day of December, 2017, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of DAI Managers, LLC, the Manager of Evans Ranch, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Denise Cassidy
Notary Public



EXHIBIT A

[Legal Description]

All of the **Evans Ranch Plat "G-1"**, according to the official plat thereof, on file in the office of the Utah County Recorder.

More particularly described as:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°37'03"E ALONG THE SECTION LINE 1380.14 FEET AND EAST 884.08 FEET FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N74°39'21"E 86.35 FEET; THENCE N74°07'12"E 20.07 FEET; THENCE N76°04'08"E 86.75 FEET; THENCE N0°34'02"E 164.23 FEET; THENCE N37°30'20"W 23.68 FEET; THENCE N41°27'04"E 52.52 FEET; THENCE N0°34'02"E 100.00 FEET; THENCE N17°09'07"E 55.30 FEET; THENCE N0°34'02"E 119.63 FEET; THENCE N89°50'46"E 73.18 FEET; THENCE N4°39'00"E 42.56 FEET; N20°07'12"E 112.34 FEET; THENCE S89°25'58"E 103.65 FEET; THENCE S0°34'02"W 907.30 FEET; THENCE N89°25'58"W 100.00 FEET; THENCE S52°23'18"W 67.42 FEET; THENCE N88°25'58"W 100.00 FEET; THENCE S0°34'02"W 86.87 FEET; THENCE N63°50'18"W 149.42 FEET; THENCE N10°49'19"W 260.91 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±5.94 ACRES