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



ENT 60314:2022 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 May 17 10:47 am FEE 40,00 BY KR
RECORDED FOR WILDFLOWER DEVELOPER LL

## NOTICE OF REINVESTMENT FEE COVENANT

Village 1, Plat F-4

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 <a href="Exhibit A">Exhibit A</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 F-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.

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DATED this Way of MAM	, 2022.
	DECLARANT OPEN LLC
	WILDFLOWER DEVELOPER, LLC a Utah limited liability company,
	By:
	Name: NAMAN SHIPP
	Its: MMager
STATE OF UTAH	·
COUNTY OF HAT (AKL) ss.	
A I dila man Cintina	_, 2022, personally appeared before me y me being duly sworn, did say that she/he is
an authorized representative of Wildflower Dev	veloper, LLC, and that the foregoing
instrument is signed on behalf of said company	y and executed with all necessary authority.
KATELYN MICKELSEN  NOTARY PUBLIC - STATE OF UTAH  COMMISSION# 723973	Dately Mickelsen Notary Public

COMM. EXP. 04-06-2026

## **EXHIBIT A**

(Legal Description)

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

Including Lots 237 through 257

More particularly described as:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, 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 1978.25 FEET AND WEST 1615.79 FEET FROM THE EAST 1/4 CORNER OF SECTION 3. TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N75°04'25"W 121,24 FEET; THENCE N67°15'21"W 56,00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 20,32 FEET WITH A RADIUS OF 1028,00 FEET THROUGH A CENTRAL ANGLE OF 1°07'57" CHORD: S22°10'40"W 20,32 FEET; THENCE N63°10'41"W 99,42 FEET; THENCE N22°53'21"E 65,15 FEET; THENCE N27°01'57"E 65,00 FEET: THENCE N30°20'16"E 65,12 FEET: THENCE N33°44'33"E 65,48 FEET; THENCE N35°12'18"E 65,70 FEET; THENCE N28°30'42"E 65.03 FEET; THENCE N20°35'24"E 65.39 FEET; THENCE N15°34'30"E 66.27 FEET; THENCE N19°43'33"E 65.50 FEET; THENCE N24°51'24"E 75,04 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 83,52 FEET WITH A RADIUS OF 793.62 FEET THROUGH A CENTRAL ANGLE OF 6°01'48" CHORD: S66°06'07"E 83.48 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 25,12 FEET WITH A RADIUS OF 15,00 FEET THROUGH A CENTRAL ANGLE OF 95°56'06" CHORD: S21°08'59"E 22.28 FEET; THENCE S63°10'56"E 56.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 123.37 FEET WITH A RADIUS OF 629.00 FEET THROUGH A CENTRAL ANGLE OF 11°14'17" CHORD: N32°26'13"E 123,18 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 24.61 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 94°00'57" CHORD: N85°03'50"E 21.94 FEET: THENCE S47°55'41"E 201,70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 23,56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" CHORD: S2°55'41"E 21.21 FEET; THENCE S42°04'19"W 333.18 FEET: THENCE ALONG THE ARC OF A CURVE TO THE LEFT 344,38 FEET WITH A RADIUS OF 833,00 FEET THROUGH A CENTRAL ANGLE OF 23°41'14" CHORD: S30°18'41"W 341.93 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.79 ACRES