

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



ENT 77433:2019 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Aug 14 10:46 am FEE 72.00 BY SS
RECORDED FOR EVANS RANCH LLC

NOTICE OF REINVESTMENT FEE COVENANT

(Evans Ranch Plat "J-1")

Pursuant to Utah Code § 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 "J-1"** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:
Evans Ranch Owners Association, Inc.
14034 South 145 East 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 13th day of AUGUST, 2019.

**DECLARANT
EVANS RANCH, LLC**

a Utah limited liability company,

By: DAI Managers, LLC, its Manager

By: [Signature]

Name: Nathan Shipp

Its: Manager

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

On the 13th day of AUGUST, 2019, 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.

[Signature]
Notary Public



EXHIBIT A
[Legal Description]

All of **Evans Ranch Plat "J-1"**, 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 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF PLAT "B-3", EVANS RANCH SUBDIVISION BEING LOCATED S0°37'03"W ALONG THE SECTION LINE 1297.69 FEET AND EAST 504.72 FEET FROM THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FOUR (4) COURSES: N9°15'53"W 30.37 FEET; THENCE N70°00'40"W 30.10 FEET; THENCE N25°55'27"W 100.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 194.46 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N27°00'43"W) 160.04 FEET THROUGH A CENTRAL ANGLE OF 47°09'17" (CHORD: S86°33'55"W 155.56 FEET); THENCE N22°15'56"E 118.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 226.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N19°56'04"E) 42.97 FEET THROUGH A CENTRAL ANGLE OF 10°52'14" (CHORD: N64°37'49"W 42.91 FEET); THENCE N30°48'18"E 53.00 FEET; THENCE N30°32'52"E 77.53 FEET; THENCE N2°27'40"W 198.26 FEET; THENCE N19°06'07"E 190.23 FEET; THENCE N51°34'39"E 105.66 FEET; THENCE S38°23'34"E 11.53 FEET; THENCE N51°34'39"E 20.00 FEET; THENCE N56°33'01"E 88.11 FEET; THENCE N77°07'41"E 141.02 FEET; THENCE S7°06'18"E 135.59 FEET; THENCE S16°51'58"E 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 323.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S16°51'58"E) 9.25 FEET THROUGH A CENTRAL ANGLE OF 1°38'17" (CHORD: S72°18'53"W 9.25 FEET); THENCE S19°23'24"E 130.98 FEET TO THE NORTHERLY BOUNDARY OF PLAT "H-1", EVANS RANCH SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES: S53°03'08"W 165.87 FEET; THENCE S11°35'39"W 28.84 FEET; THENCE S70°00'27"W 34.71 FEET; S82°41'17"W 31.89 FEET; THENCE S19°59'33"E 100.00 FEET; THENCE S40°13'54"E 56.49 FEET; THENCE S28°15'43"E 58.52 FEET; THENCE S37°27'11"E 56.32 FEET; THENCE S49°12'09"W 98.98 FEET; THENCE S32°52'14"W 55.23 FEET; THENCE S49°12'09"W 135.71 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±6.00 ACRES
261522 SQ FT