

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

ENT97347:2020 PG 1 of 4  
**Jeffery Smith**  
**Utah County Recorder**  
2020 Jul 09 04:36 PM FEE 102.00 BY MA  
RECORDED FOR Miller Harrison LLC  
ELECTRONICALLY RECORDED

## **NOTICE OF SUNFLOWER TOWNHOMES SERVICE AREA**

This NOTICE OF SUNFLOWER TOWNHOMES SERVICE AREA ("**Notice**") is executed and adopted by Wildflower Developer, LLC, a Utah limited liability company ("**Declarant**").

### **RECITALS**

A. This Notice, and all information provided herein, is subject to the Master Declaration of Covenants, Conditions, and Restrictions for Wildflower recorded with the Utah County Recorder's Office on February 23, 2018 as Entry No. 17973:2018, and any supplements or amendments thereto ("**Declaration**").

B. The real property subject to this Notice is identified on Exhibit A attached hereto.

C. Under the terms of the Declaration, Declarant reserved the right to designate Service Areas within the Wildflower Project and to allocate costs incurred for benefits or services provided to Lots within a Service Area that are not provided to all Lots in the Wildflower Project.

D. Declarant desires to create the "**Sunflower Townhomes Service Area**" as hereinafter provided for.

E. Unless otherwise defined herein, all capitalized terms shall have the meanings defined in the Declaration.

### **SERVICE AREA CREATION & TERMS**

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Service Area Creation. Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all Lots, Dwellings, buildings, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith shall hereinafter be considered the "**Sunflower Townhomes Service Area**" ("**Service Area**").

2. Submission. The Service Area properties shall hereinafter be held,

transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and this Notice.

3. Membership. The Owner of each Lot within the Service Area shall be a member of the Wildflower Master Homeowners Association, Inc. ("Master Association") and shall be entitled to all benefits and voting rights of such membership as set forth in the Declaration.

4. Allocation of Regular Assessments. Each Lot within the Service Area shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Declaration and shall be liable for all Assessments levied by the Association as permitted under the Declaration.

5. Allocation of Service Area Assessments. In addition to Regular Assessments, the Master Association is authorized to levy Service Area Assessments equally against all Lots within the Sunflower Townhomes Service Area to fund Service Area Expenses specific to such area. Service Area Expenses are defined in the Declaration and shall include, but shall not be limited to, costs incurred for property insurance on attached dwellings, the costs for maintenance set forth in Section 7 below, and any other actual or estimated expenses the Master Association incurs for the benefit of Owners within the Service Area including any reserves for capital repairs and replacements. All amounts collected as Service Area Assessments shall be expended solely for the benefit of the Owners within the Sunflower Townhomes Service Area.

6. Owner Maintenance. Each Owner shall have the obligation to provide exterior and interior maintenance of their Lot and Dwelling and the Limited Common Areas serving each respective Lot and Dwelling, including but not limited to painting, repair, replacement, and care of exterior walls, roofs, gutters, down spouts, soffits, fascia, exterior building surfaces, driveways, interior structural elements of the Lot and Dwelling, foundations, windows, doors, and utility lines and sidewalks that solely service the Lot or Dwelling and all appurtenant electrical, plumbing, heating, ventilating, and air conditioning systems. The responsibility and cost to maintain, repair, and replace shared roofs, party walls, or other shared facilities shall be borne equally by the Lots Owners benefited thereby. Each Owner shall be responsible for performing all snow removal on the porches, sidewalks and driveways located on their Lot and/or the Limited Common Areas appurtenant to their Dwelling.

7. Master Association Maintenance. The Master Association shall maintain, repair, and replace the Common Areas appurtenant to the Service Area as defined in the Declaration including, but not limited to: (i) the common landscaped areas surrounding the townhome buildings, (ii) private utility lines owned or controlled by the Master Association that serve more than one Dwelling, (iii) landscape and drainage easements owned or controlled by the Master Association, (iv) the private roads in the Service Area that the Master Association determines are the responsibility of the Master Association, including snow removal, (v) the Common Area sidewalks in the Service Area, including snow removal, (vi) all required maintenance obligations for common amenities and other facilities, and (vii) personal property owned by the Master Association. All costs incurred for the maintenance of Service Area Common Areas shall be part of the Service Area Expenses.

8. Common Area Ownership. All Common Areas and Limited Common Areas within the Service Area shall be owned by the Master Association. The Master Association shall have the sole discretion to determine Limited Common Area boundaries if such boundaries are found ambiguous.

9. Amendment. The information and requirements set forth in this Notice may be amended or altered pursuant to the rights and terms provided in the Declaration to the Declarant and/or Master Association.

IN WITNESS WHEREOF, the Declarant has executed this Notice on the date set forth below.

DATED this 9<sup>th</sup> day of July, 2020.

**DECLARANT**  
**WILDFLOWER DEVELOPER, LLC**  
a Utah limited liability company

By: \_\_\_\_\_

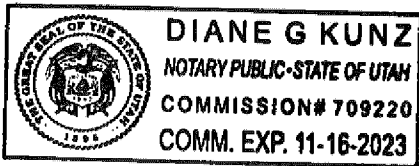
Name: Nathan Shipp

Title: Manager

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF Salt Lake        )

On the 9<sup>th</sup> day of July, 2020, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of Wildflower Developer, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: \_\_\_\_\_



**EXHIBIT A**  
**SERVICE AREA PROPERTY DESCRIPTION**

All of **WILDFLOWER VILLAGE 3A PLAT B-1a**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 68840:2020.

Including Lots 123 through 137

**Parcel Numbers: 55:908:0123 through 55:908:0138**

All of **WILDFLOWER VILLAGE 3A PLAT B-3a**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 68841:2020.

Including Lots 322 through 347

**Parcel Numbers: 55:909:0322 through 55:909:0352**