

When Recorded Return to:

Wildflower Developer, LLC  
14034 S. 145 E., Suite 204  
Draper, UT 84020



ENT 107361:2022 PG 1 of 3  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Oct 05 2:41 pm FEE 40.00 BY CS  
RECORDED FOR WF2 PUE

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## NOTICE OF REINVESTMENT FEE COVENANT

Village 1, Plat F-5

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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 Exhibit 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-5** 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.

DATED this 4<sup>th</sup> day of October, 2022.

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

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

Name: Nathan Shipp

Its: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 4<sup>th</sup> day of October, 2022, 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.



Katelyn Mickelsen  
Notary Public

**EXHIBIT A**  
**(Legal Description)**

All of **WILDFLOWER VILLAGE 1 (NORTH) PLAT F-5**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Lots 185 through 197

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 1158.04 FEET AND WEST 1353.03 FEET FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 685.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S41°47'23"E) 170.23 FEET THROUGH A CENTRAL ANGLE OF 14°14'18" (CHORD: S41°05'28"W 169.79 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 19.84 FEET THROUGH A CENTRAL ANGLE OF 75°46'00" (CHORD: S71°51'18"W 18.42 FEET); THENCE ALONG THE ARC OF A 737.62 FOOT RADIUS CURVE TO THE RIGHT 14.73 FEET THROUGH A CENTRAL ANGLE OF 1°08'40" (CHORD: N69°41'21"W 14.73 FEET); THENCE S20°52'59"W 56.00 FEET; THENCE ALONG THE ARC OF A 793.62 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N20°52'59"E) 83.52 FEET THROUGH A CENTRAL ANGLE OF 6°01'48" (CHORD: N66°06'07"W 83.48 FEET); THENCE S24°51'24"W 75.04 FEET; THENCE N63°10'41"W 100.30 FEET; THENCE ALONG THE ARC OF A 885.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S67°21'01"E) 25.59 FEET THROUGH A CENTRAL ANGLE OF 1°39'24" (CHORD: S21°49'17"W 25.59 FEET); THENCE N69°00'25"W 56.00 FEET; THENCE N45°50'46"W 69.71 FEET; THENCE N38°11'48"W 63.18 FEET; THENCE N32°33'20"W 65.14 FEET; THENCE N43°49'18"W 96.61 FEET; THENCE N55°44'31"W 26.97 FEET; THENCE N34°57'04"E 111.41 FEET; THENCE N43°48'38"E 56.00 FEET; THENCE ALONG THE ARC OF A 328.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S43°48'38"W) 25.76 FEET THROUGH A CENTRAL ANGLE OF 4°29'58" (CHORD: N48°26'21"W 25.75 FEET); THENCE N36°43'57"E 128.96 FEET; THENCE N65°56'59"W 126.03 FEET; THENCE ALONG THE ARC OF A 652.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S55°14'52"E) 99.87 FEET THROUGH A CENTRAL ANGLE OF 8°46'34" (CHORD: N39°08'25"E 99.77 FEET); THENCE S29°54'24"E 131.40 FEET; THENCE S47°55'41"E 143.72 FEET; THENCE ALONG THE ARC OF A 535.79 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S18°04'00"W) 362.62 FEET THROUGH A CENTRAL ANGLE OF 38°46'39" (CHORD: S52°32'40"E 355.74 FEET); THENCE S75°29'13"E 74.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.31 ACRES  
±187,571 SQ. FT.