

When Recorded Return to:

ERTH, LLC  
1099 W. South Jordan Pkwy  
South Jordan, UT 84095



ENT 119625:2017 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Dec 04 2:40 pm FEE 45.00 BY BA  
RECORDED FOR EVANS RANCH

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## NOTICE OF REINVESTMENT FEE COVENANT

The Evans Ranch South Owners Association – Plat “K-4”

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Pursuant to Utah Code Ann. § 57-1-46(6), The Evans Ranch South Owners Association (“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 and Restated Neighborhood Declaration of Covenants, Conditions and Restrictions for Evans Ranch South recorded with the Utah County Recorder July 6, 2017 as Entry No. 65173:2017, 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 5.20 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 “K-4”** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:

The Evans Ranch South Owners Association  
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.

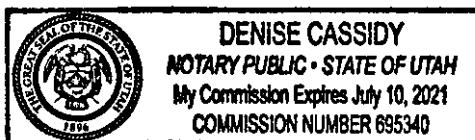
DATED this 21<sup>st</sup> day of November, 2017.

ERTH, LLC  
a Utah limited liability company,

By: Nathan Shipp  
Its: Manager

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

On the 21<sup>st</sup> day of November, 2017, personally appeared before me  
Nathan Shipp who by me being duly sworn, did say that she/he is an  
authorized representative of ERTH, 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 **Evans Ranch Plat "K-4"**, 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 S89°16'15"E ALONG THE SECTION LINE 259.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N0°37'03"E 90.48 FEET; THENCE ALONG THE ARC OF A 63.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 29.94 FEET (RADIUS BEARS: N12°33'38"W) THROUGH A CENTRAL ANGLE OF 27°13'35" (CHORD: N63°49'35"E 29.66 FEET); THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 39.30 FEET (RADIUS BEARS: N35°26'33"E) THROUGH A CENTRAL ANGLE OF 45°02'01" (CHORD: S77°04'27"E 38.30 FEET); THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 18.11 FEET THROUGH A CENTRAL ANGLE OF 20°44'49" (CHORD: S89°13'03"E 18.01 FEET); THENCE S78°50'39"E 20.86 FEET; THENCE ALONG THE ARC OF A 525.50 FOOT RADIUS CURVE TO THE LEFT 44.20 FEET THROUGH A CENTRAL ANGLE OF 4°49'09" (CHORD: S81°15'13"E 44.19 FEET); THENCE N0°35'20"E 288.65 FEET; THENCE N0°37'03"E 37.74 FEET; THENCE S89°22'57"E 207.13 FEET; THENCE S0°24'57"W 276.32 FEET; THENCE S89°16'15"E 59.26 FEET; THENCE S0°43'45"W 136.34 FEET; THENCE N89°16'15"W 413.10 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±2.47 ACRES