

After recording, return to  
Ivory Development, LLC  
978 Woodoak Lane  
Salt Lake City, UT 84117

13062851  
8/29/2019 4:34:00 PM \$82.00  
Book - 10822 Pg - 9751-9755  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

---

**NOTICE OF REINVESTMENT FEE COVENANT**  
(Pursuant to Utah Code§ 57-1-46)

---

Pursuant to Utah Code§ 57-1-46, this Notice of Reinvestment Fee Covenant (the "**Notice**") provides notice that a reinvestment fee covenant (the "**Reinvestment Fee Covenant**") affects the real property that is described in Exhibit A to this Notice. The Reinvestment Fee Covenant has been recorded as part of the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Big Willow Creek Subdivision (the "**Declaration**") with the Office of Recorder for Salt Lake County, Utah on August 23rd, 2019 as Entry No. 13058680. This Notice may be expanded by the recording of supplemental notices to cover additional Lots (defined in the Declaration) as they are annexed into the Big Willow Creek Subdivision project ("**Big Willow Creek**" or the "**Project**").

**THEREFORE, BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES** owning, purchasing, or assisting with the closing of a property conveyance within **Big Willow Creek** that:

1. Big Willow Creek Subdivision Homeowners Association, Inc. (the "**Association**") is the beneficiary of the Reinvestment Fee Covenant. The Association's address is 12371 South 900 East, #200, Draper, UT 84020. The address of the Association's registered agent, or other authorized representative, may change from time to time. Any party making payment of the Reinvestment Fee Covenant should verify the most current address for the Association on file with the Utah Division of Corporations and/or Utah Department of Commerce Homeowner Associations Registry.
2. The Project governed by the Association is an approved development of less than 500 lots, and includes a commitment to fund, construct, develop or maintain common infrastructure and Association facilities.
3. The burden and obligation of the Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns of each and every lot owner in

perpetuity. Notwithstanding, the Association's members, by and through the voting process outlined in the Declaration, may amend or terminate the Reinvestment Fee Covenant.

4. The purpose of the Reinvestment Fee Covenant is to generate funds dedicated to benefitting the burdened property and payment for: (a) common planning, facilities, and infrastructure; (b) obligations arising from an environmental covenant; (c) community programing; (d) open space; (e) recreation amenities; (t) charitable purposes; or (g) Association expenses (as defined in Utah Code§ 57-1-46(1)(a) and any other authorized use of such funds.

5. The Reinvestment Fee Covenant benefits the burdened property and the Reinvestment Fee required to be paid is required to benefit the burdened property.

6. The amount of the Reinvestment Fee shall be established by the Association's Board of Directors, subject to the applicable requirements of Utah Code§ 57-1-46 for a planned-unit development. Unless otherwise determined by the Association's Board of Directors, the amount of the Reinvestment Fee shall be as follows:

- On the first sale or transfer of a lot from the Declarant or its assign to the initial purchaser (the "Initial Sale"), the amount of TWO HUNDRED DOLLARS (\$200.00);
- On every sale or transfer of a Lot after the Initial Sale, the amount of FIVE HUNDRED DOLLARS (\$500.00).

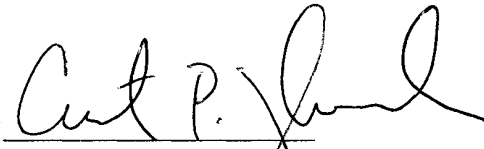
7. Pursuant to Utah Code, the Reinvestment Fee Covenant may not be enforced upon: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (e) the transfer of burdened property by a financial institution, except to the extent that the Reinvestment Fee Covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250.

8. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property.

(Remainder of Page Left Blank Intentionally)

**IN WITNESS WHEREOF**, the Association has executed and delivered this Notice of Reinvestment Fee Covenant on the date set forth below, to be effective upon recording with the Office of Recorder for Salt Lake County, Utah.

BIG WILLOW CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC

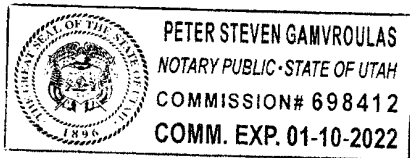
By:   
Christopher P. Gamvroulas


Date: 8/28/19

Its: President

STATE OF UTAH )  
COUNTY OF SALT LAKE )  
:SS

Before me, on the 28<sup>TH</sup> day of AUGUST, 2019, personally appeared Christopher P. Gamvroulas, in his capacity as the authorized representative of Big Willow Creek Homeowners Association, Inc. who acknowledged before me that he executed the foregoing instrument on behalf of the corporation.



  
NOTARY PUBLIC

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

The Units, Lots, and real property referred to in the foregoing NOTICE OF REINVESTMENT FEE COVENANT are located in Salt Lake County, Utah and are described more particularly as follows:

- Big Willow Creek Phase 1B Subdivision Plat, Lots 101 through 130, inclusive, as shown on the official plat thereof on file and of record in the office of recorder for Salt Lake County, Utah.

PARCEL NOS:


27243020230000
27243030030000
27243540020000
27243020240000
27243020270000
27243030060000
27243550060000
27243560030000
27243030010000
27243030070000
27243540010000
27243550070000
27243560010000
27243540040000
27243540050000
27243020260000
27243030040000
27243030020000
27243550020000
27243550030000
27243550080000
27243560020000
27243560040000
27243020250000
27243020280000
27243030050000
27243550050000
27243020290000
27243540030000
27243550010000
27243550040000