

**WHEN RECORDED, RETURN TO:**

Debra Griffiths Handley  
257 East 200 South, Suite 1050  
Salt Lake City, Utah 84111

Ent 467425 Bk 1263 Pg 81-85  
Date: 30-AUG-2019 9:34:39AM  
Fee: \$83.00 Check Filed By: TC  
PEGGY FOY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
For: WHITAKER FARM DEVELOPMENT LLC

Space above this line for Recorder's use

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**NOTICE OF REINVESTMENT FEE COVENANT  
FOR  
WHITAKER FARM SUBDIVISION**

PURSUANT TO UTAH CODE ANN. §57-1-46, PLEASE NOTE that this Notice of Reinvestment Fee Covenant, is made and entered as of the \_\_\_\_ day of August, 2019, such that the Buyer or Seller of a Lot ("Payor") located within the Property comprising the for the Whitaker Farm Subdivision, Wasatch County, Utah, shall be required to pay the WHITAKER FARM OWNERS ASSOCIATION, INC. (the "Association"), at the time of a transfer, conveyance, closing or settlement of the sale of a Lot located within the Property ("Transfer"), a Reinvestment Fee in a sum to be determined by the Association's Board of Directors pursuant to Article V, Section 5.16 of the Declaration of Covenants, Conditions, and Restrictions of Whitaker Farm Subdivision recorded on August 30, 2019, in the Office of the Wasatch County Recorder, State of Utah, as Entry No. 467424 at Book 1263 and Pages 4-80, (the "Declaration").

This Notice affects that certain real property constituting a residential development located in Wasatch County, Utah (not qualifying as a large master planned development under the auspices of U.C.A. Section 57-1-46(1)(f) or (5)), more particularly described at Exhibit "A" attached hereto and incorporated by reference (collectively "Property").

The Association, with its principal place of business located at 143 West Farm Springs Road, Midway, UT 84049, acting on behalf of its Members who are comprised of Owners of Lots, is responsible for the collection and management of the Reinvestment Fee. This Notice is signed by Daniel Luster, an authorized representative of the Declarant of the Declaration and the President of the Association. The Reinvestment Fee Covenant is intended to run with the Property and to bind successors in interest and assigns thereof. The existence of the Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on any Lot comprising the Property.

The duration of the Reinvestment Fee Covenant shall extend through the term of the Declaration including any automatic extensions, unless the procedures outlined in the Declaration is exercised to formally terminate it and this Reinvestment Fee Covenant. The Reinvestment Fee Covenant is a covenant that affects the Property comprising individual Lots and obligates a buyer or seller of such real property to pay the Association, upon and

as a result of a Transfer, a fee that is dedicated to benefitting the Burdened Property, including payment for, but not limited to:

- (1) Common planning, facilities, and infrastructure;
- (2) Obligations arising from an environmental covenant;
- (3) Community programming;
- (4) Resort facilities;
- (5) Open space;
- (6) Recreation amenities;
- (7) Charitable purposes; or
- (8) Association expenses.

See U.C.A. §57-1-46(1)(i) and Article VI, Section 9(a) of the Declaration.

The Reinvestment Fee is to be paid under the auspices of the Reinvestment Fee Covenant and shall benefit the Burdened Property.

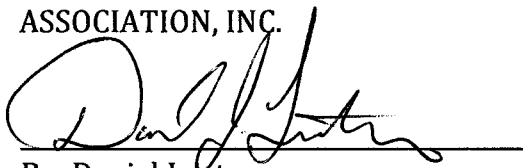
The Reinvestment Fee may not be enforced upon:

- (1) An involuntary transfer.
- (2) A transfer that results from a court order.
- (3) 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.
- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.
- (5) The transfer of the Lot by a financial institution, or
- (6) The Declarant or first buyer of a Lot from the Declarant.

Capitalized terms used and not otherwise defined in this notice shall have the meaning or meanings given to them in the Declaration.

IN WITNESS WHEREOF, this Notice is hereby executed by the President of the Association to be effective as of the day, month and year first above written.

THE WHITAKER FARM OWNERS  
ASSOCIATION, INC.

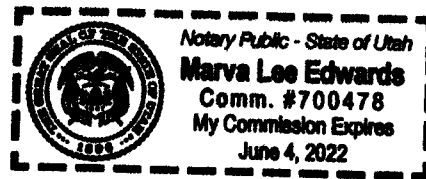
A handwritten signature in black ink, appearing to read "Daniel Luster", is written over a horizontal line.

By: Daniel Luster  
Its: President

STATE OF UTAH     )  
                              :SS  
County of Wasatch    )

I hereby certify that on the 29<sup>th</sup> day of August, 2019, personally appeared before me Daniel Luster, President of the Whitaker Farm Owners Association, Inc., who, being by me first duly sworn, declared that he is the authorized person who signed the foregoing document and that the statements therein contained are true.

  
Notary Public



**EXHIBIT A****WHITAKER FARM SUBDIVISION****LEGAL DESCRIPTION**

BEGINNING NORTH 89°47'17" EAST 603.51 FEET FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTH QUARTER CORNER LIES SOUTH 85°32'21" WEST 1.98 FEET FROM A WASATCH COUNTY MONUMENT REFERENCING THE NORTH QUARTER CORNER;

THENCE EAST 151.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 232.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 40°39'26" EAST; THENCE 58.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°30'15" (CHORD BEARING AND DISTANCE OF SOUTH 42°05'26" EAST 58.57 FEET); THENCE SOUTH 34°50'19" EAST 81.72 FEET; THENCE NORTH 55°09'41" EAST 196.68 FEET; THENCE NORTH 89°46'06" EAST 1459.36 FEET ALONG THE SECTION LINE; THENCE FOLLOWING ALONG THE HOBBIT HOUSE PROPERTY BOUNDARY PER RECORD OF SURVEY #545 THE FOLLOWING TWO COURSES: 1) SOUTH 18°25'10" EAST 66.51 FEET, 2) SOUTH 10°16'10" EAST 94.00 FEET; THENCE FOLLOWING THE DEED FOR PROPERTY OWNED BY THE UNITED STATES OF AMERICA (ENTRY NO. 221202) THE FOLLOWING TEN COURSES: 1) SOUTH 09°51'20" EAST 84.10 FEET, 2) SOUTH 49°04'15" EAST 245.07 FEET, 3) SOUTH 21°07'10" EAST 82.27 FEET, 4) SOUTH 02°39'15" WEST 102.71 FEET, 5) SOUTH 17°08'31" WEST 140.73 FEET, 6) SOUTH 06°05'45" WEST 64.07 FEET, 7) SOUTH 02°57'09" EAST 82.00 FEET, 8) SOUTH 32°09'13" EAST 123.39 FEET, 9) SOUTH 09°01'38" EAST 115.86, 10) SOUTH 12°11'03" WEST 223.51 FEET; THENCE FOLLOWING ALONG PROPERTY OWNED BY THE UNITED STATES OF AMERICA (ENTRY NO. 209025) THE FOLLOWING TWO COURSES: 1) SOUTH 12°11'03" WEST 475.80 FEET, 2) SOUTH 27°44'45" WEST 188.06 FEET; THENCE ALONG THE BOUNDARY OF HAUTER PER RECORD OF SURVEY #1597, AS EVIDENCED BY FOUND REBARS, THE FOLLOWING THREE COURSES: 1) SOUTH 89°51'40" WEST 326.08 FEET, 2) SOUTH 89°37'09" WEST 781.56 FEET, 3) SOUTH 89°25'44" WEST 447.30 FEET TO A FENCE LINE REPRESENTING THE BOUNDARY OF MEMORIAL HILL; THENCE ALONG SAID MEMORIAL HILL FENCE LINE BOUNDARY THE FOLLOWING FIVE COURSES: 1) NORTH 40°58'07" WEST 337.74 FEET, 2) NORTH 43°20'49" WEST 151.72 FEET, 3) NORTH 50°56'07" WEST 101.86 FEET, 4) NORTH 56°37'55" WEST 99.46 FEET, 5) NORTH 63°34'27" WEST 83.21 FEET; THENCE NORTH 78°24'46" WEST 2.93 FEET; THENCE NORTH 11°35'14" EAST 70.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 8.00 FEET; THENCE 8.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°05'52" (CHORD BEARING AND DISTANCE OF NORTH 43°38'10" EAST 8.49 FEET); THENCE NORTH 75°41'06" EAST 76.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 432.00 FEET; THENCE 93.47 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'50" (CHORD BEARING AND DISTANCE OF NORTH 69°29'11" EAST 93.29 FEET); THENCE NORTH 63°17'17" EAST 53.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 368.00 FEET; THENCE 60.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°28'44" (CHORD BEARING AND DISTANCE OF NORTH 68°01'39" EAST 60.81 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 283.00 FEET; THENCE 130.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°20'47" (CHORD BEARING AND DISTANCE OF NORTH 85°56'25" EAST 128.99 FEET); THENCE NORTH 11°20'26" EAST 71.05 FEET; THENCE NORTH 58°23'16" EAST 27.57 FEET; THENCE NORTH 53°23'20" EAST 48.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 944.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 65°04'31" EAST; THENCE 984.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°45'48" (CHORD BEARING AND DISTANCE OF NORTH 04°57'25" WEST 940.62 FEET; THENCE NORTH 34°50'19"

WEST 121.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 176.00 FEET; THENCE 169.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°09'41" (CHORD BEARING AND DISTANCE OF NORTH 62°25'10" WEST 162.98 FEET) TO THE POINT OF BEGINNING.  
CONTAINS 80.880 ACRES.