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WHEN RECORDED RETURN TO:  
Edge Willow Point, L.L.C  
13702 S. 200 W. #B12  
Draper, UT 84020

ENT 76422:2023 PG 1 of 4  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2023 Nov 22 12:50 PM FEE 264.00 BY AC  
RECORDED FOR Trident Title Insurance Age  
ELECTRONICALLY RECORDED

## NOTICE OF REINVESTMENT FEE COVENANT (Willow Point Townhomes Phase 4)

Pursuant to Utah Code § 57-1-46(6), the Willow Point Townhome 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 Declaration of Covenants, Conditions, and Restrictions for Willow Point Townhomes recorded with the Utah County Recorder on July 29, 2021 as Entry No. 132703:2021, 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 5.19 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 the **Willow Point Townhome** subdivision that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:  
Willow Point Townhome Association  
12227 Business Park Dr., Suite 200  
Draper, UT 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.

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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 22nd day of January, 2023.

**DECLARANT**  
**EDGE HOMES UTAH, LLC**  
a Utah limited liability company,

By: Steve Maddox

Name: Steve Maddox

Its: Manager

STATE OF UTAH     )  
                                  ) ss.  
COUNTY OF Utah )

On the 22nd day of January, 2023, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Homes Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Shelley King  
Notary Public

**EXHIBIT A**  
**SUBJECT PROPERTY/ADDITIONAL LAND**  
**(Legal Description)**

All of **WILLOW POINT SUBDIVISION PHASE 4**, according to the official plat filed in the office of the Utah County Recorder.  
Including Lots 412 through 529.

**Parcel Numbers: 55:983:412-55:983:529**

**(East Parcel)**

A part of Lot 2, VIEW 21 PLAT 'A', according to the Official Plat thereof recorded June 11, 2018 as Entry No. 54281:2018 of the Official Records of Utah County located in the South Half of Section 2, Township 5 South, Range 1

West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located along the 1/4 Section line S89°48'50"W 1,967.02 feet and South 243.34 feet from the

East 1/4 Corner of Section 2, T5S, R1W, SLB&M (Basis of Bearing: N89°53'46"E between the Northwest Corner and

Northeast Corner of said Section 2; thence S00°07'25"E 30.16 feet; thence Southeasterly along the arc of a non-tangent

curve to the right having a radius of 28.00 feet (radius bears: S00°07'25"E) a distance of 43.98 feet through a central

angle of 90°00'00" Chord: S45°07'25"E 39.60 feet; thence S00°07'25"E 467.92 feet; thence S89°58'02"W 312.16 feet;

thence along the arc of a curve to the right with a radius of 16.00 feet a distance of 25.14 feet through a central angle of

90°01'58" Chord: N45°00'59"W 22.63 feet; thence North 1.57 feet; thence West 3.00 feet to the easterly Right of Way

of 4100 West as determined by said VIEW 21 PLAT 'A'; thence along said Right of Way North 488.85 feet; thence

East 10.00 feet; thence N32°40'43"E 28.52; thence Easterly along the arc of a non-tangent curve to the right having a

radius of 14,811.50 feet (radius bears: S00°57'53"W) a distance of 195.88 feet through a central angle of 00°45'28"

Chord: S88°39'24"E 195.88 feet; thence N89°44'22"E 80.82 feet to the point of beginning.

Contains: 172,904 square feet or 3.97 acres+/-

**(West Parcel)**

A part of Lot 1, VIEW 21 PLAT 'A', according to the Official Plat thereof recorded June 11, 2018 as Entry No. 54281:2018 of the Official Records of Utah County located in the South Half of Section 2, Township 5 South, Range 1

West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located along the 1/4 Section line S89°48'50"W 2,355.81 feet and South 236.39 feet from the

East 1/4 Corner of Section 2, T5S, R1W, SLB&M (Basis of Bearing: N89°53'46"E between the Northwest Corner and

Northeast Corner of said Section 2; thence S30°05'03"E 29.43 feet; thence East 10.00 feet to the westerly Right of Way

line of 4100 West as determined by said VIEW 21 PLAT 'A'; thence South 245.14 feet; thence West 86.93 feet; thence

North 22.43 feet; thence West 503.10 feet; thence South 36.42 feet; thence West 87.33 feet to the easterly line of that

Boundary Line Agreement, recorded March 14, 2019 as Entry No. 20706:2019 in the Office of the Utah County Recorder; thence along said Boundary Line Agreement North 284.23 feet; thence N86°38'01"E 33.97 feet; thence S89°07'19"E 326.18 feet; thence N87°30'05"E 91.73 feet; thence East 63.72 feet; thence along the arc of a curve to the right with a radius of 14,811.50 feet a distance of 137.20 feet through a central angle of 00°31'51" Chord: S89°44'05"E 137.20 feet to the point of beginning.  
Contains: 172,506 square feet or 3.96 acres+/-  
108 Units