

ENT 91481:2025 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Nov 21 03:59 PM FEE 240.00 BY TM
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

When Recorded, Return To:
Ivory Development, LLC
978 Woodoak Ln.
Salt Lake City, UT 84117

SUPPLEMENTAL NOTICE OF REINVESTMENT FEE COVENANT

FOR

BROADVIEW SHORES

PHASE 6, 7, 8, AND 9

(Pursuant to Utah Code § 57-1-46)

Pursuant to Utah Code § 57-1-46, this Supplemental Notice of Reinvestment Fee Covenant (the “**Supplemental 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 Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Broadview Shores (the “**Declaration**”) with the Office of Recorder for Utah County, Utah on May 25, 2016 as Entry No. 46499:2016 for Broadview Shores master-planned development (the “Project”), and the Amended Notice of Reinvestment Fee Covenant was recorded with the Office of Recorder for Utah County, Utah on February 10, 2023 as Entry No. 8201:2023 (the “**Original Notice**”). This Supplemental Notice supplements the Original Notice to include additional Units that have been annexed to the Project as Broadview Shores Phase 6, 7, 8, and 9.

THEREFORE, BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a property conveyance within **BROADVIEW SHORES PHASE 6, 7, 8, AND 9** that:

1. The Broadview Shores Master Association (the "Master Association") is the beneficiary of the Reinvestment Fee Covenant. The Master Association's address is 978 Woodoak Lane, Salt Lake City, UT 84117. The address of the Master 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 Master Association on file with the Utah Division of Corporations and/or the Utah Department of Commerce Homeowner Master Association Registry.

2. The Project governed by the Master Association is an approved master-planned development of over 500 units and includes a commitment to fund, construct, develop, or maintain common area and 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 Unit owner in perpetuity. Notwithstanding, the Master 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 programming; (d) open space; (e) recreation amenities; (f) charitable purposes; or (g) Master 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 Master Association's Board of Directors, subject to the applicable requirements of Utah Code § 57-1-46. Unless otherwise determined by the Master Association's Board of Directors the amount of the Reinvestment Fee shall be as follows:

- On the initial transfer of the Unit from the developer to the first purchaser the amount of five hundred dollars (\$500.00);
- On every subsequent transfer, one half of one percent (0.5%) of the value of the Unit.

7. For the purpose of paragraph 6 of this Notice, the "value" of the Unit shall be the higher of: (1) the purchase price paid for the Unit; (2) the value of the Unit as determined by the property tax assessor on the date of the transfer of title; or (3) the value of the Unit on the date of the transfer of title, as determined in an appraisal that may be obtained (in the discretion of the Board of Directors) and paid for by the Master Association using an appraiser selected by the transferee of the property from a list of three (3) appraisers selected by the Master Association.

8. 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.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand to this instrument this 21st day of November, 2025.

DECLARANT:
IVORY DEVELOPMENT, LLC.

By: K. Anglesey
Name: Kevin Anglesey
Title: Secretary

STATE OF UTAH)

ss:

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of November, 2025 by Kevin Anglesey, Secretary of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and who duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.

PETER STEVEN GAVROULAS
NOTARY PUBLIC

My Commission Expires: 01-14-2026

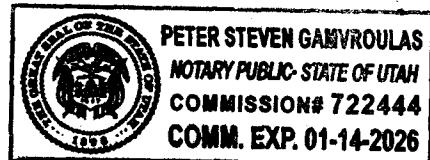


EXHIBIT A
LEGAL DESCRIPTION

- All of Broadview Shores P.U.D Phase 6, Lots 601 through 618, inclusive, according to the official plat on file and of record in the Office of the Utah County Recorder and all appurtenant Common Areas and Facilities.
 Parcel Nos.: 35:837:0601 through 35:837:0618
- All of Broadview Shores PUD Phase 7 Subdivision Plat, Lots 701 through 746, inclusive, as shown on the official plat map recorded with the Utah County Recorder's Office and all appurtenant Common Areas and Facilities.
 Parcel Nos.: 35:853:0701 through 35:853:0746
- All of Broadview Shores PUD Phase 8 Subdivision Plat, Lots 801 through 838, inclusive, as shown on the official plat map recorded with the Utah County Recorder's Office and all appurtenant Common Areas and Facilities.
 Parcel Nos.: 35:872:0801 through 35:872:0838
- Broadview Shores PUD Phase 9

A portion Northeast Quarter of Section 33, Township 6 South, Range 2 East, Salt Lake Base & Meridian, located in Provo, Utah, more particularly described as follows:

Beginning at a point located on the northerly Subdivision line of Broadview Shores Phase 6 P.U.D. recorded as Entry #69903:2023 on file with the Utah County Recorder's Office, said point being N0°36'48" W 527.26 feet along the Section line and S89°23'12" W 2,014.71 feet from the East Quarter Corner of Section 33, Township 6 South, Range 2 East, Salt Lake Base & Meridian, running thence along said subdivision line the following seven (7) courses: (1) N88°54'59" W 50.90 feet; thence (2) S01°05'01" W 9.73 feet; thence (3) S89°53'00" W 216.09 feet; thence (4) S89°15'01" W 60.00 feet; thence (5) Southerly along the arc of a non-tangent curve to the right having a radius of 470.00 feet (radius bears: S88°25'06" W) a distance of 6.82 feet through a central angle of 00°49'55" Chord: S01°09'57" E 6.82 feet; thence (6) S00°44'59" E 27.41 feet; thence (7) West 117.57 feet to the easterly deed line of a Warranty Deed recorded as Entry #102276:2018 of official records; thence along said deed line Northwesterly along the arc of a non-tangent curve to the left having a radius of 775.00 feet (radius bears: S76°09'39" W) a distance of 436.12 feet through a central angle of 32°14'34" Chord: N29°57'38" W 430.39 feet; thence N36°34'16" E 114.68 feet; thence N17°47'12" E 104.96 feet; thence N00°07'00" W 99.50 feet; thence N89°52'58" E 165.48 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 470.00 feet (radius bears: N77°19'28" W) a distance of 42.05 feet through a central angle of 05°07'36" Chord: N10°06'44" E 42.04 feet; thence S78°47'44" E 60.11 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 530.00 feet (radius bears: N82°02'12" W) a distance of 30.01 feet through a central angle of 03°14'38" Chord: S09°35'07" W 30.00 feet; thence N89°53'00" E 269.50 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 170.00 feet (radius bears: S74°28'38" W) a distance of 30.16 feet through a central angle of 10°09'51" Chord: N20°36'17" W 30.12 feet; thence N74°28'38" E 60.70 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 230.00 feet (radius bears: S66°58'57" W) a distance of 17.54 feet through a central angle of 04°22'11" Chord: S20°49'57" E 17.54 feet; thence S00°45'11" E 649.31 feet to the point of beginning.

Contains: 8.21 acres=