

WHEN RECORDED, MAIL TO:

Devonshire Downs Homeowner's Association
c/o CCI Law
557 South 150 East
Smithfield, Utah 84335

En 1351976 BK 2416 Pg 1753
Date 12-Jan-2024 11:06 AM Fee \$66.00
Cache County, UT
Tennille Johnson, Rec. - Filed by LJ
For LEONARD COLLINS

NOTICE OF REINVESTMENT FEE COVENANT
DEVONSHIRE DOWNS HOMEOWNER'S ASSOCIATION

Lots 1-24 as shown on the plat entitled Devonshire Court Planned Unit Development Phase 4
(Revised) recorded on October 23, 1995, in the Cache County, Utah recorder's office as entry no. 628543.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	07-185-0041	21	07-185-0061		
2	07-185-0042	22	07-185-0062		
3	07-185-0043	23	07-185-0063		
4	07-185-0044	24	07-185-0064		
5	07-185-0045				
6	07-185-0046				
7	07-185-0047				
8	07-185-0048				
9	07-185-0049				
10	07-185-0050				
11	07-185-0051				
12	07-185-0052				
13	07-185-0053				
14	07-185-0054				
15	07-185-0055				
16	07-185-0056				
17	07-185-0057				
18	07-185-0058				
19	07-185-0059				
20	07-185-0060				

NOTICE OF REINVESTMENT FEE COVENANT

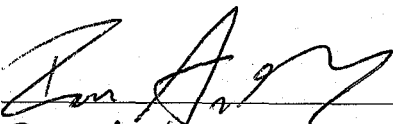
DEVONSHIRE DOWNS HOMEOWNER'S ASSOCIATION

Pursuant to the requirements of Utah Code § 57-1-46 (the "Code"), this Notice of Reinvestment Fee Covenant (the "Notice") satisfies the requirements of the Code and serves as record notice for that certain reinvestment fee covenant (the "Covenant") that was duly adopted by resolution of the Devonshire Downs Homeowner's Association (attached hereto as **Exhibit B**) against the real property (the "Property") located in Cache County, Utah, that is described in **Exhibit A** attached hereto as well as in the Declaration of Covenants, Conditions and Restrictions – Devonshire Downs Planned Unit Development recorded on July 17, 1996, in the Cache County, Utah recorder's office as entry no. 643942 (the "Declaration").

BE IT KNOWN TO ALL BUYERS, SELLERS, AND TITLE COMPANIES that:

1. The name and address of the beneficiary under the Covenant is Devonshire Downs Homeowner's Association (the "Association"), c/o North HOA Management, 2723 S Hwy 89, Suite 1, Wellsville, Utah 84339. If and when this contact information becomes outdated, contact with the Association can be made through its registered agent. The current registered agent of the Association can be found through the Utah Department of Commerce, Division of Corporations.
2. The burden of the Covenant is intended to run with the land (i.e., the Property) and to bind successors in interest and assigns. The duration of the Covenant shall be on-going until properly amended or eliminated, or until prohibited by operation of law.
3. As of the record date of this Notice, and as duly established by resolution of the Association's governing body, an amount of one-half percent (0.5%) of the value (i.e., the purchase price) of a burdened property (i.e., a Unit) shall be charged. This amount shall be paid by the buyer of the burdened property unless otherwise agreed in writing by the buyer and the seller of the burdened property. This amount shall be in addition to any pro rata share of Association assessments due and adjusted at settlement. The existence of the Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under the Covenant is to benefit the Property and to facilitate the repair and replacement of common areas and all other property and facilities owned by the Association or for which the Association has a maintenance, repair, or replacement obligation.

Devonshire Downs Homeowner's Association

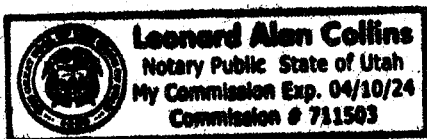
Signed: 
 By: Ron Andrus

Date: 1/11/24, 2024

STATE OF UTAH)
 : ss
 COUNTY OF WEBER)

On the above-written date the above-named individual, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did state that s/he is a duly authorized member of the Governing Body, did voluntarily sign this instrument as such, and is authorized by the Governing Body to execute this Notice.

(Seal)



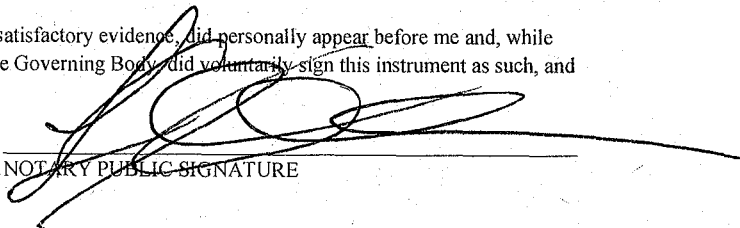

 NOTARY PUBLIC SIGNATURE

EXHIBIT A
Legal Description of the Property

Devonshire Downs Planned Unit Development, also known as Devonshire Court Planned Unit Development Phase 4 (Revised), more particularly described as follows:

Beginning at a point in the west bank of the Logan-Hyde Park Canal, said point being East 1087.32 feet from the accepted SW corner of Lot 8, Block 8, Plat "D", Logan Farm Survey, situated in the SW Quarter of Section 22, Township 12 North, Range 1 East, S.L.B. and M., and running thence northeasterly, along said west bank, of the canal, the following live courses: North 26°43'17" East 73.52 feet; North 17°41'15" East 49.35 feet; North 7°13'52" East 125.49 feet; North 17°45'27" East 36.26 feet; North 28°30'56" East 67.46 feet; Thence West 318.01 feet, thence South 136 feet, thence West 8.42 feet, thence South 194.98 feet, thence East 219.32 feet to the point of beginning, containing 2.03 acres more or less;

The foregoing also including lots 1-24 as shown on the plat entitled Devonshire Court Planned Unit Development Phase 4 (Revised) recorded on October 23, 1995, in the Cache County, Utah recorder's office as entry no. 628543; such lots also known as parcel nos. 07-185-0041 – 07-185-0064.

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**RESOLUTION OF
DEVONSHIRE DOWNS HOMEOWNER'S ASSOCIATION
Reinvestment Fee Covenant**

WHEREAS, Devonshire Downs Homeowner's Association (the "Association") is organized as a Utah nonprofit corporation under, and is thus subject to, the Utah Revised Nonprofit Corporation Act¹ (the "Nonprofit Act"); and

WHEREAS, the Association is subject to either the Utah Condominium Ownership Act² or the Utah Community Association Act³ (as applicable, the "Act"); and

WHEREAS, pursuant to the Association's declaration⁴ (the "Declaration"), the Association is comprised of residential lots/units 1-24 (i.e., the Residential Units and other real property and improvements as set forth on the Association's plat⁵ (the "Plat") (with all such lots, units, real property, and improvements referred to herein together as the "Property"), which Property is located in Cache County, Utah; and

WHEREAS, the combination of the Declaration, the Nonprofit Act, and the Act authorizes and empowers the Association to impose assessments and the like upon its members pursuant to governing documents, including written instruments such as this Resolution;⁶ and

WHEREAS, the Utah Supreme Court held that restrictive covenants such as the Declaration with its related governing documents constitute a written agreement between the Association and its members,⁷ and the Act requires that each lot owner in the Association comply with its governing documents, including this written instrument;⁸ and

WHEREAS, the Act authorizes and empowers the Association's governing body, such as its Board of Directors, (the "Governing Body") to act in all instances on behalf of the Association, which includes the adoption of this written instrument, except as limited by the Declaration, the Association's article of incorporation, bylaws, or the Act, none of which appear to include any limitations relative to the subject of this written instrument;⁹ and

WHEREAS, a reinvestment fee established by a reinvestment fee covenant is described as a type of transfer fee by the Utah Transfer Fee and Reinvestment Fee Covenants statute (the "RFC Statute");¹⁰ and

¹ UCA 16-6a-101 *et. seq.*

² UCA 57-8-1 *et seq.*

³ UCA 57-8a-101 *et. seq.*

⁴ Declaration of Covenants, Conditions and Restrictions – Devonshire Downs Planned Unit Development recorded on July 17, 1996, in the Cache County, Utah recorder's office as entry no. 643942; the Association's Bylaws are included as Exhibit D of the Declaration.

⁵ Devonshire Court Planned Unit Development Phase 4 (Revised) recorded on October 23, 1995, in the Cache County, Utah recorder's office as entry no. 628543.

⁶ Decl., Art. IV.9.10; UCA 16-6a-302(2)(r); UCA 57-8-3(1); UCA 57-8a-102(1)(a); UCA 57-8-3(20)(a); and UCA 57-8a-102(11)(a)

⁷ *Fort Pierce v. Shakespeare*, 2016 UT 28, ¶ 11

⁸ UCA 57-8-8; UCA 57-8a-212.5, UCA 57-8-3(20)(a); and 57-8a-102(11)(a)

⁹ UCA 57-8-59(5) and UCA 57-8a-501(5).

¹⁰ UCA 57-1-46(1)(i) ("Reinvestment fee covenant" means a covenant, restriction, or agreement that: (i) affects real property; and (ii) obligates a future buyer or seller of the real property to pay to a common interest association, upon and as a result of a transfer of the real property, a fee that is dedicated to benefitting the burdened property.")

WHEREAS, the Declaration specifically provides for the "right of the Association through the Board to charge reasonable admission and other fees,"¹¹ such as a transfer fee that a buyer pays for admission to the Association upon the transfer of a Residential Unit to the buyer; and

WHEREAS, the Nonprofit Act specifically authorizes and empowers the Association to impose transfer fees;¹² and

WHEREAS, the RFC Statute currently provides for a maximum reinvestment fee amount of one-half percent (0.5%) of the value of a burdened property (i.e., a Unit);¹³

THEREFORE, BE IT RESOLVED that the Association, by and through its Governing Body, hereby adopts the following covenant and other provisions:

1. REINVESTMENT FEE COVENANT. Upon each conveyance of a Unit to a new Owner, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Unit, (the "Reinvestment Fee") shall be paid to the Association. The Reinvestment Fee shall be paid by the buyer of the Unit unless otherwise agreed in writing by the buyer and the seller, and shall be in addition to any pro rata share of Association assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property (i.e., the Units). The purpose of the amount required to be paid under this covenant is to benefit the Property and to facilitate the repair and replacement of Common Areas and all other property and facilities owned by the Association or for which the Association has a maintenance, repair, or replacement obligation.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of each Unit's purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association. Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Association's reserve fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise).

Notwithstanding anything to the contrary, conveyance of a Unit by inheritance, probate, or the like, or from an Owner to a trust or similar structure of which the Owner is a beneficiary, including but not limited to a living trust, shall not be subject to the Reinvestment Fee.

2. PAYOFF INFORMATION FEE. Pursuant to the Act¹⁴, the Association may charge a fee to the Owners of a Unit in the amount of \$50 for providing payoff information needed for closing where such payoff information is related to the Unit.

¹¹ Decl., Art. II(1)(a).

¹² UCA 16-6a-302(2)(r) ("Unless its articles of incorporation provide otherwise, and except as restricted by the Utah Constitution, every nonprofit corporation has:... (2) the same powers as an individual to do all things necessary or convenient to carry out its permitted activities and affairs, including without limitation the power to:... (r) impose dues, assessments, admission fees, and transfer fees upon its members.")

¹³ UCA 57-1-46(5).

¹⁴ UCA 57-8-6.3 and UCA 57-8a-106

3. AUTHORIZATION FOR RECORDING. The Governing Body hereby authorizes and approves the recording of a Notice of Reinvestment Fee Covenant (the "Notice") along with this written instrument in the Cache County, Utah recorder's office.

4. EFFECTIVE DATE. Pursuant to the RFC Statute,¹⁵ the provisions of this written instrument shall become effective as of the date that the Notice has been duly recorded in the Cache County, Utah recorder's office.

5. CAPITALIZED TERMS. Capitalized terms that are not explicitly defined herein shall have the meanings prescribed in the Declaration.

IN WITNESS WHEREOF, the undersigned majority of the Governing Body hereby certify and attest that this written instrument has been duly adopted by the Governing Body for and on behalf of the Devonshire Downs Homeowner's Association.

LaDeane Brown 01/08/2024
La Deane Brown, Director

Ron Andrus 01/08/2024
Ron Andrus, Director

Leona Bouzidi 01/10/2024
Leona Bouzidi, Director

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¹⁵ UCA 57-1-46(6)