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NOTICE OF REINVESTMENT FEE COVENANT

LEGACY BEACH AT BEAR LAKE HOA

Lots 1 through 15, inclusive, Lots 17 and 18, Lot 18A, and Lots 19 through 34, inclusive, of Legacy Beach, PUD, as shown on the "LEGACY BEACH, PUD – FINAL PLAT," recorded November 3, 2016, as Filing No. 90456 in the office of the Recorder of Rich County, Utah, as amended by the "LEGACY BEACH, PUD, 2017 AMENDMENT – FINAL PLAT," recorded January 11, 2018, as Filing No. 92534 in the office of the Recorder of Rich County, Utah.

And Lots 38 through 49, inclusive, of Legacy Beach, PUD, Phase 2, as shown on the "LEGACY BEACH, PUD, PHASE 2 – FINAL PLAT," recorded August 3, 2021, as Filing No. 100888 in the office of the Recorder of Rich County, Utah.

<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	41-21-312-0001	18	41-21-312-0018	33	41-21-312-0033
2	41-21-312-0002	18A	41-21-312-0038	34	41-21-312-0034
3	41-21-312-0003	19	41-21-312-0019	38	41-21-313-0038
4	41-21-312-0004	20	41-21-312-0020	39	41-21-313-0039
5	41-21-312-0005	21	41-21-312-0021	40	41-21-313-0040
6	41-21-312-0006	22	41-21-312-0022	41	41-21-313-0041
7	41-21-312-0007	23	41-21-312-0023	42	41-21-313-0042
8	41-21-312-0008	24	41-21-312-0024	43	41-21-313-0043
9	41-21-312-0009	25	41-21-312-0025	44	41-21-313-0044
10	41-21-312-0010	26	41-21-312-0026	45	41-21-313-0045
11	41-21-312-0011	27	41-21-312-0027	46	41-21-313-0046
12	41-21-312-0012	28	41-21-312-0028	47	41-21-313-0047
13	41-21-312-0013	29	41-21-312-0029	48	41-21-313-0048
14	41-21-312-0014	30	41-21-312-0030	49	41-21-313-0049
15	41-21-312-0015	31	41-21-312-0031		
17	41-21-312-0017	32	41-21-312-0032		

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LEGACY BEACH AT BEAR LAKE HOA

This Notice of Reinvestment Fee Covenant (this "Notice") is recorded pursuant to Utah Code § 57-1-46 and gives record notice of the pre-existing Reinvestment Fee Covenant (the "Covenant"), as amended, restated, continued, and superseded by Section 12.6 of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions – Legacy Beach at Bear Lake HOA, recorded concurrently herewith or immediately prior hereto in the office of the Recorder of Rich County, Utah (the "Declaration").

The real property burdened by the Reinvestment Fee Covenant consists of each Lot subject to the Declaration and identified or described in **Exhibit A** attached hereto (collectively, the "Property"). Capitalized terms used but not defined in this Notice have the meanings given to them in the Declaration.

BE IT KNOWN TO ALL BUYERS, SELLERS, OWNERS, TITLE COMPANIES, ESCROW AGENTS, SETTLEMENT AGENTS, LENDERS, AND OTHER INTERESTED PERSONS that:

1. **Association Name and Address.** The name and address of the common interest association to which the Reinvestment Fee is required to be paid are Legacy Beach at Bear Lake HOA, c/o North HOA Management, 2723 South Hwy 89 Suite 1, Wellsville, UT 84339. If this contact information becomes outdated, contact information for the Association may be obtained through the Association's registered agent as shown in the records of the Utah Division of Corporations and Commercial Code, or through such other contact information as the Association may provide from time to time.
2. **Covenant Runs with the Land.** The burden of the Covenant is intended to run with the land and to bind the Property, the Lots, Owners, buyers, sellers, successors in interest, assigns, and other Persons having an interest in the Property, subject to the terms of the Declaration and applicable law.
3. **Duration.** The duration of the Reinvestment Fee Covenant is perpetual unless the Reinvestment Fee Covenant is amended, removed, terminated, or rendered unenforceable under the Declaration or applicable law.
4. **Amount and Payment.** The amount of the Reinvestment Fee is the maximum amount permitted by applicable law, as such amount may change from time to time, currently one-half percent (0.5%) of the value of the Lot. For purposes of the Covenant, "value" is determined as provided in the Declaration. The Reinvestment Fee is payable upon each conveyance of a Lot to a new Owner, including the first conveyance to the first Owner of the Lot, unless the conveyance is exempt under the Declaration or applicable law. The Reinvestment Fee is payable by the buyer of the Lot unless otherwise agreed in writing by the buyer and seller, and is in addition to any prorated share of Assessments due and adjusted at settlement.

5. **Purpose and Benefit.** The Reinvestment Fee is required to benefit the Property, including each burdened Lot, and the Project. The purpose of the Reinvestment Fee is to fund Association expenses and facilities permitted by applicable law, including reserves, subject to the use and allocation requirements of the Declaration.

6. **Preclusion of Additional Reinvestment Fee Covenant.** The existence of the Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property.

7. **Use and Administration of Funds.** All Reinvestment Fees collected shall be allocated solely to the Reserve Fund or applicable District Reserve Fund(s), maintained separately from other Association funds as required by applicable law, and used only for reserve-fund purposes authorized by the Declaration and applicable law, including Utah Code § 57-8a-211. To the extent reasonably practicable, Reinvestment Fees may be allocated to a District Reserve Fund if the transferred Lot is classified within an Assessment District for which a District Reserve Fund has been established.

8. **Exempt Transfers and Legal Limitations.** The Reinvestment Fee may be charged and collected, and the Covenant may be imposed and enforced, only if and to the extent permitted by Utah Code § 57-1-46, the Declaration, and other applicable law. Transfers exempt under the Declaration or applicable law are not subject to the Reinvestment Fee.

9. **Separate Notice.** This Notice is recorded separately from the Declaration for purposes of Utah Code § 57-1-46. A recorded notice of reinvestment fee covenant that substantially complies with Utah Code § 57-1-46 is intended to be valid and effective to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, Legacy Beach at Bear Lake HOA has caused this Notice to be executed by its authorized representative as of the date set forth below.

LEGACY BEACH AT BEAR LAKE HOA,
a Utah nonprofit corporation

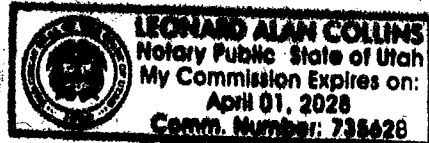
By: Jon White
Jon White, President and Director

Date: 9/16, 2026

State of Utah)
County of Cache) ss.

On the 16 day of Sept., in the year 2026, personally appeared before me Jon White, who acknowledged that he is the President and a Director of Legacy Beach at Bear Lake HOA, a Utah nonprofit corporation, and that the foregoing Notice of Reinvestment Fee Covenant was signed by him on behalf of the Association by authority of the Association, and he acknowledged to me that the Association executed the same.

(Seal)



[Signature]
NOTARY PUBLIC SIGNATURE

EXHIBIT A
Legal Description of the Property

The Property burdened by the Reinvestment Fee Covenant consists of Lots 1 through 15, inclusive, Lots 17 and 18, Lot 18A, and Lots 19 through 34, inclusive, of Legacy Beach, PUD, as shown on the "LEGACY BEACH, PUD – FINAL PLAT," recorded November 3, 2016, as Filing No. 90456 in the office of the Recorder of Rich County, Utah, as amended by the "LEGACY BEACH, PUD, 2017 AMENDMENT – FINAL PLAT," recorded January 11, 2018, as Filing No. 92534 in the office of the Recorder of Rich County, Utah.

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The foregoing legal description is intended to identify the Lots burdened by the Reinvestment Fee Covenant. If any conflict exists between this **Exhibit A** and the legal description, plats, or property-submission provisions of the Declaration, the Declaration and the recorded plats shall control to the fullest extent permitted by applicable law.

Parcel NO: 41-21-312-0001 Through 0015, 41-21-312-0017 Through 0034, 41-21-312-0038, 41-21-313-0038 Through 0049

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