

FAYE RICHMAN
225 N VALLEY VIEW #13
ST GEORGE, UT 84770

DOC # 20220048636

Notice Page 1 of 4
Gary Christensen Washington County Recorder
11/01/2022 12:12:33 PM Fee \$ 40.00
By RICHMAN FAYE



Amendment 4 (four) to
Declaration of Covenants, Conditions, and
Restrictions for
West Springs Townhomes Association
(A Planned Unit Development)
All Lots – Phase 1 – 6

Notice of Reinvestment Fee Covenant

Recital: The authority to amend the above covenants, conditions, and restrictions is defined in Section 13 as follows:

Section 13.4. Amendment. The covenants, conditions, and restrictions of this Amended Declaration may be amended by an instrument approved by not less than sixty percent (60%) of the owners. Amendments to the Amended Declaration shall be proposed by either a majority of the Trustees or by owners holding fifty percent (50%) or more of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action or a vote is to be taken thereon or attached to any request for approval or consent to the amendment. Any approved amendment must be properly recorded in the records of Washington County, Utah, to become effective.

The current Article 4 Section 4.6 is as follows:

Section 4.6. Notice of Reinvestment Fee Covenant. Be it known to all sellers, buyers, and title companies either owning, purchasing, or assisting with the closing of a property conveyance within West Springs Townhomes Association that this Amended Declaration establishes certain obligations that all sellers and buyers should be aware of pursuant to Utah Code Ann. 57-1-46. This Notice requires the payment of a \$250 Reinvestment Fee Covenant as permitted by Utah law according to the following terms:

a. Homeowners Association. The property being sold and purchased is within a planned unit development association which is operated and managed by a Board of Trustees and/or a Property Management Company. (West Springs Townhomes Association has presently delegated its daily operations to Monarch Property Management, located at 1240 East 100 South, Suite 10, St. George UT 84790, phone #435.628.3950. PLEASE NOTE, HOWEVER, THAT PROPERTY MANAGEMENT COMPANIES MAY CHANGE FROM TIME TO TIME.) The planned unit development association is subject to Covenants, Conditions, and Restrictions affecting the property, including regular and special assessments and a Reinvestment Fee Covenant for the administration and operation of the properties within the Association. If and when the contact information in this paragraph becomes outdated, contact with the Association

may be made through its primary contact as designated in the Utah Homeowner Associations Registry maintained by the Utah Department of Commerce.

b. Reinvestment Fee. A Reinvestment Fee Covenant is hereby formally imposed at settlement (or upon any conveyance of any unit/lot unless exempt by law) for each unit/lot sold or conveyed, in the amount of \$250 as determined by the Board of Trustees for that type of unit/lot. This one-time fee shall be paid by each prospective member of the Association for the purpose of covering administrative and other costs associated to the management and care of the property. This imposition of this Reinvestment Fee Covenant precludes the imposition of additional reinvestment fee covenants on the properties burdened by this fee requirement and is required by the Association to be paid to benefit the burdened properties within the Association for the purposes stated above. The name and address of the beneficiary under this Reinvestment Fee Covenant is West Springs Townhomes Association, care of Monarch Property Management, as identified above. As of the date of this Amended Declaration, Monarch Property Management is to be contacted in all regards with respect to this fee or any other questions related thereto.

c. The obligation of the above referenced Reinvestment Fee Covenant is intended to run with the land and to bind the successors in interest and assigns of each and every lot, and lot owner, within the Association in perpetuity.

d. However, the Association's members, by and through a vote of its members as provided for in the amendment provisions of this Amended Declaration, may amend and/or terminate this Reinvestment Fee Covenant by a duly voted upon, approved, and recorded instrument directing the amendment or termination of this Reinvestment Fee Covenant.

This Amendment 4 makes obsolete and wholly replaces the above Article 4, Section 4.6 as follows:

Section 4.6. Notice of Reinvestment Fee Covenant. Be it known to all sellers, buyers, and title companies either owning, purchasing, or assisting with the closing of a property conveyance within West Springs Townhomes Association that this Amended Declaration establishes certain obligations that all sellers and buyers should be aware of pursuant to Utah Code Ann. 57-1-46. This Notice requires the payment of a reinvestment fee not to exceed .5 % of the purchase price, as permitted by Utah law, and set by the Board of Directors according to the following terms:

a. Homeowners Association. The property being sold and purchased is within a planned unit development association which is operated and managed by a Board of Directors and/or a Property Management Company. West Springs Townhomes Association is currently self-managed. Their address is 225 N Valley View Drive, Unit 6, St George, UT 84770, phone #435.414.9697. The planned unit development

association is subject to Covenants, Conditions, and Restrictions affecting the property, including regular and special assessments and a Reinvestment Fee Covenant for the administration and operation of the properties within the Association. If and when the contact information in this paragraph becomes outdated, contact with the Association may be made through its primary contact as designated in the Utah Homeowner Associations Registry maintained by the Utah Department of Commerce.

b. Reinvestment Fee. A Reinvestment Fee Covenant is hereby formally imposed at settlement (or upon any conveyance of any unit/lot unless exempt by law) for each unit/lot sold or conveyed, in an amount set by the Board of Directors annually, by rule or resolution, that obligates the payment of a fee that does not exceed .5% of the purchase price. This one-time fee shall be paid by each prospective member of the Association for the purpose of covering administrative and other costs associated with the management and care of the property. This imposition of this Reinvestment Fee Covenant precludes the imposition of additional reinvestment fee covenants on the properties burdened by this fee requirement and is required by the Association to be paid to benefit the burdened properties within the Association for the purposes stated above. The name and address of the beneficiary under this Reinvestment Fee Covenant is West Springs Townhomes Association, as identified above. As of the date of this Amended Declaration, the Board of Directors is to be contacted in all regards with respect to this fee or any other questions related thereto.

c. The obligation of the above referenced Reinvestment Fee Covenant is intended to run with the land and to bind the successors in interest and assigns of each and every lot, and lot owner, within the Association in perpetuity.

d. However, the Association's members, by and through a vote of its members as provided for in the amendment provisions of this Amended Declaration, may amend and/or terminate this Reinvestment Fee Covenant by a duly voted upon, approved, and recorded instrument directing the amendment or termination of this Reinvestment Fee Covenant.

All other requirements in Article 4 remain unchanged.

Effective Date: _____

**Amendment 4
Declaration of Covenants,
Conditions, and Restrictions
For
West Springs Townhomes Association
(Phases 1 - 6)**

Date: November 1, 2022

Subject: Approval of Reinvestment Fee set at .5 (point 5) percent

Pursuant to and in accordance with the Declaration of Covenants, Conditions, and Restrictions (CC&R), Article XI, Section 4, of the West Springs Townhomes Association, the required sixty percent (60%) of the owners have approved the attached Amendment 4 to their CC&Rs.

I certify that on November 1, 2022, the ballots were counted by two representatives from the Board of Directors and an owner, Dana Barnett. The ballots were handled in a proper manner and the vote count is accurate. The results of the vote are 94 FOR and 13 AGAINST.

The ballots shall remain in a confidential digital file with the Association until disposed of under document retention procedures.

This Amendment shall be recorded against all phases of the West Spring Townhomes Association properties.

EXECUTED the day and year first above written.

DECLARANT:

Faye H. Richman

Faye H. Richman, Secretary
West Springs Townhomes Association

Attachment: Amendment 4

State of Utah)

:ss

County of Washington)

On the 1 day of Nov, 2022, personally appeared before me, Faye H. Richman who being duly sworn, did say that they are the Secretary of the Association and that this instrument was signed on behalf of the Association by the authority of its Board of Directors, and they acknowledge said instrument to be their voluntary act and deed.

Kandi M Mamanakis

Notary Public

