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E# 3261261 PG 1 OF 3  
Leann H. Kilts, WEBER COUNTY RECORDER  
27-Oct-22 0338 PM FEE \$40.00 DEP SLV  
REC FOR: UNITED WEST TITLE  
ELECTRONICALLY RECORDED

## NOTICE OF REINVESTMENT FEE COVENANT

(Pursuant to Utah Code Ann. § 57-1-46)

This instrument is a notice of reinvestment fee covenant (“Notice”) that satisfies the requirements of Utah Code Ann. § 57-1-46 (6) (2010). The beneficiary-association hereunder described is governed by the Master Declaration of Covenants, Conditions, Easements and Restrictions of Villas at the Pointe, recorded with the Weber County Recorder (the “Declaration”). This Notice serves as notice of a reinvestment fee covenant (the “Reinvestment Fee Covenant”) that was recorded on this property previously as contained in the Declaration at Article 21. Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Declaration.

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


1. The name of the beneficiary under the above referenced reinvestment fee covenant is the Villas at the Pointe Master Owners Association. The current address for the Association’s legal counsel is Scott Welker at Miller Harrison, LLC, 5292 So. College Dr., Murray, Utah 84123; Phone: (801) 692-0799. E-mail: swelker@millerharrisonlaw.com. If and when the contact information in this paragraph becomes outdated, contact with the Association may be made through its registered agent.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 above referenced reinvestment fee covenant is intended to run with the land contained in the Project, all phases belonging to the Association, including, but not limited to, the property described in Exhibit A along with any Expansion Property that may be added, and to bind successors in interest and assigns. The duration of the Reinvestment Fee Covenant shall continue and remain in full force and effect until there is recorded an instrument directing the termination or amendment of the same if duly approved by the Association pursuant to the Declaration.
3. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property
4. As of the date of this Notice, a reinvestment fee is due at settlement for each unit (the “Reinvestment Fee”). The initial amount of the Reinvestment Fee shall be six hundred and fifty dollars (\$650.00). From that, two hundred and fifty dollars (\$250.00) of every Reinvestment Fee collected shall be distributed to the Association and the remainder shall be allocated pursuant to one of the following:
  - a. Four hundred dollars (\$400.00) of any Reinvestment Fee collected in connection with the sale of a Townhome Lot, as defined in the Declaration, shall be distributed to the Villas at the Pointe Townhome Owners Sub-Association;
  - b. Four hundred dollars (\$400.00) of any Reinvestment Fee collected in connection with the sale of an Apartment Lot as defined in the Declaration, shall be distributed to the Villas at the Pointe Apartment Lot Owners Sub-Association.

However, the amount of the Reinvestment Fee may be adjusted from time to time by the Association's Board in which case each of the above-named sub-associations shall be entitled to distribution of at least sixty percent (60%) of any Reinvestment Fee collected in connection with the sale of a Lot within such sub-association.

5. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the development and maintenance of the common property including recreational facilities.

DATE: October 27, 2022

**Villas at the Pointe Master Owners Association**

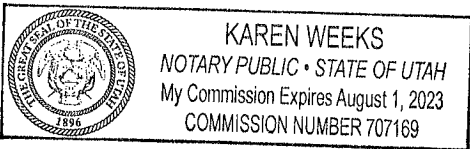


By: BRIAN SCHNELL

Its: DIRECTOR

STATE OF UTAH             )  
  :SS  
Utah COUNTY    )

The foregoing signatory personally appeared and executed this instrument before me on this day of October 27, 2022.



  
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Notary Public

**EXHIBIT A****Property Description**

A PART OF THE NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE POINT SUBDIVISION AS RECORDED IN THE WEBER COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED SOUTH 01°06'46" WEST 1,081.60 FEET AND SOUTH 88°43'42" EAST 2,424.92 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 19, SAID POINT ALSO BEING LOCATED NORTH 88°43'42" WEST 775.37 FEET AND NORTH 01°16'18" EAST 526.72 FEET FROM THE OGDEN CITY MONUMENT NUMBER 362 LOCATED AT THE INTERSECTION OF 12TH STREET AND GIBSON AVENUE; RUNNING THENCE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES ALONG LOT 3 OF SAID SUBDIVISION; (1) NORTH 01°07'26" EAST 545.92 FEET; (2) SOUTH 63°38'05" EAST 41.67 FEET; (3) NORTH 01°01'38" EAST 349.08 FEET; (4) NORTH 50°41'56" EAST 64.54 FEET; (5) SOUTH 42°59'37" EAST 696.21 FEET; (6) SOUTH 49°32'09" WEST 32.96 FEET; (7) SOUTH 42°59'39" EAST 193.82 FEET; (8) SOUTH 01°09'28" WEST 483.74 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID THE POINT SUBDIVISION; THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID LOT 1 AND SAID LOT 2; (1) SOUTH 88°51'20" EAST 311.21 FEET TO A POINT OF NON-CURVATURE WITH A 200.05 FOOT RADIUS CURVE, RADIUS POINT BEARS NORTH 63°56' 48" WEST; (2) 64.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°24'32" (LONG CORD BEARS SOUTH 28°52'23" WEST 19.69 FEET), TO A POINT OF NON-TANGENCY; (3) NORTH 88°43'41" WEST 189.17 FEET; (4) NORTH 01°16'03" EAST 241.85 FEET; (5) NORTH 88°43'19" WEST 171.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 540,590 SQUARE FEET OR 12.410 ACRES, MORE OR LESS