

WHEN RECORDED RETURN TO:

Visionary Homes 2020, LLC  
50 East 2500 North Ste. 101  
Logan, UT 84341

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## NOTICE OF REINVESTMENT FEE COVENANT

(Archibald Estates Townhomes Plat L)

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Pursuant to Utah Code § 57-1-46(6), the Archibald Estates Townhome Association (“**Association**”) hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A (the “**Burdened Property**”), attached hereto, which is subject to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Archibald Estates Townhomes recorded with the Box Elder County Recorder on February 19, 2021 as Entry No. 427251, and any amendments or supplements thereto (the “**Declaration**”). This Notice shall replace and supersede any prior recorded Reinvestment Fee Notices.

The Reinvestment Fee Covenant requires, among other things, that upon the transfer of any of the Burdened Property subject to the Declaration, the transferee, other than the Declarant, is required to pay a reinvestment fee as established by the Association’s Board of Directors in accordance with Section 5.19 of the Declaration, unless the transfer falls within an exclusion listed in Utah Code § 57-1- 46(8). In no event shall the reinvestment fee exceed the maximum rate permitted by applicable law.

**BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES** owning, purchasing, or assisting with the closing of a Burdened Property conveyance within the designated lots of **Archibald Estates Plat “L”** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:

Archibald Estates Townhome Association  
50 E. 2500 N. Ste 101  
North Logan, UT 84341

2. The burden of the Reinvestment Fee Covenant is intended to run with the Burdened Property and to bind successors in interest and assigns.

3. The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on the Burdened Property.

4. The duration of the Reinvestment Fee Covenant is perpetual. The Association’s members, by and through a vote as provided for in the amendment provisions

of the Declaration, may amend or terminate the Reinvestment Fee Covenant.

5. The purpose of the Reinvestment Fee is to assist the Association in covering the costs of: (a) common planning, facilities and infrastructure; (b) obligations arising from an environmental covenant; (c) community programming; (d) resort facilities; (e) open space; (f) recreation amenities; (g) common expenses of the Association; or (h) funding Association reserves.

6. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property.

**IN WITNESS WHEREOF**, the Declarant has executed this Notice of Reinvestment Fee Covenant on behalf of the Association on the date set forth below, to be effective upon recording with the Box Elder County Recorder.

DATED this 27 day of October, 2021.

**DECLARANT**  
**VISIONARY HOMES 2020, LLC**  
 a Utah limited liability company,

By: [Signature]

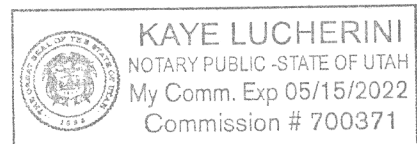
Name: Dallas Nicoll

Its: Manager

STATE OF UTAH )  
 ) ss.  
 COUNTY OF Cache )

Dallas Nicoll On the 27 day of October, 2021, personally appeared before me Kaye Lucherini who by me being duly sworn, did say that she/he is an authorized representative of Visionary Homes 2020, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]  
 Notary Public



**EXHIBIT A**  
[Legal Description]

All of **ARCHIBALD ESTATES PLAT "L"**, according to the official plat filed in the office of the Box Elder County Recorder.

More particularly described as:

**A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M described as follows:**

Beginning on the west line of Archibald Estates Plat "J" at a point 539.74 feet S 89°51'37" E along the Section Line (Basis of Bearing) and 225.40 feet S 00°25'46" W from the Northwest Corner of Section 3, Township 11 North, Range 3 West, S.L.B.&M. and **RUNNING THENCE** S 00°25'46" W 80.00 feet; thence 125.17 feet along the arc of a 249.50 foot radius curve to the left with chord bearing N 78°05'26" E 123.86 feet; thence 50.96 feet along the arc of a 110.50 foot radius curve to the right with chord bearing N 76°55'45" E 50.50 feet; thence S 89°51'37" E 136.93 feet; thence 18.05 feet along the arc of a 15.00 foot radius curve to the right with chord bearing S 55°22'48" E 16.98 feet; thence S 00°08'23" W 94.90 feet; thence 168.13 feet along the arc of a 1030.00 foot radius curve to the left with chord bearing S 04°32'12" E 167.95 feet; thence 148.06 feet along the arc of a 1470.00 foot radius curve to the right with chord bearing S 06°19'39" E 148.00 feet; thence N 89°19'22" W 497.08 feet; thence N 00°42'07" E 149.43 feet; thence N 89°51'37" W 39.95 feet; thence N 00°08'23" E 226.93 feet; thence N 59°41'09" E 62.68 feet; thence N 24°23'06" E 53.20 feet; thence **EAST** 108.47 feet to the point of beginning. Containing 4.79 acres and twelve townhome units.

**Parcel Numbers: Not yet assigned**