

WHEN RECORDED RETURN TO:

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

**ACCOMMODATION RECORDING ONLY**  
Cache Title Company assumes no  
liability or responsibility in  
connection with this document.

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**NOTICE OF REINVESTMENT FEE COVENANT**

(Anela Townhomes Plat "A")

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Pursuant to Utah Code § 57-1-46(6), the Anela Townhomes Owners 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 Declaration of Covenants, Conditions, and Restrictions for Anela Townhomes recorded with the Utah County Recorder on JUNE 17, 2020 as Entry No. 83821:2020, and any amendments or supplements thereto (the "**Declaration**").

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 **Anela Townhomes** subdivision that:

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

Anela Townhomes Owners Association  
c/o Advantage Management  
460 East 800 North  
PO Box 1006  
Orem, UT 84059

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 Utah County Recorder.

DATED this 17 day of June, 2020.

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

By: Dallas Nicoll  
Name: Dallas Nicoll

STATE OF UTAH )  
 ) ss.  
COUNTY OF Cache )

Its: Manager

On the 17 day of June, 2020, personally appeared before me Dallas Nicoll 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.

Emily Daines  
Notary Public



**EXHIBIT A**  
[Legal Description]

All of **ANELA TOWNHOMES PLAT "A"**, according to the official plat filed in the office of the Utah County Recorder.

Including Lots 1 through 48 and Common Area

More particularly described as:

BEGINNING AT A THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE S00°17'11"E 210.98 FEET; THENCE S00°17'10"E 290.00 FEET; THENCE S89°11'00"E 338.94 FEET; THENCE NORTH 0.45 FEET; THENCE S89°11'00"E 189.61 FEET; THENCE N00°09'16"W 138.60; THENCE EAST 35.96 FEET; THENCE NORTH 13.00 FEET; THENCE EAST 109.54 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 15.71 FEET, (THE CHORD BEARS S45°00'00"E 14.14 FEET); THENCE SOUTH 143.81 FEET; THENCE S89°11'00"E 60.01 FEET; THENCE NORTH 144.66 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 15.71 FEET, (THE CHORD BEARS N45°00'00"E 14.14 FEET); THENCE EAST 8.58 FEET; THENCE NORTH 52.00 FEET; THENCE WEST 8.58 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 15.71 FEET, (THE CHORD BEARS N45°00'00"W 14.14 FEET); THENCE NORTH 77.50 FEET; THENCE WEST 325.02 FEET; THENCE N89°11'00"W 380.47 FEET; THENCE N00°28'19"W 196.67 FEET; THENCE ALONG THE ARC OF A 10.08 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 15.52 FEET, (THE CHORD BEARS N43°58'44"E 14.01 FEET); THENCE N00°23'19"W 5.13 FEET; THENCE S89°36'41"W 48.75 FEET TO THE POINT OF BEGINNING. CONTAINS 4.65 ACRES OF LAND.