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E# 3275352 PG 1 OF 6  
Leann H. Kilts, WEBER COUNTY RECORDER  
07-Mar-23 0147 PM FEE \$112.00 DEP TI  
REC FOR: HICKMAN LAND TITLE LOGAN  
ELECTRONICALLY RECORDED

# NOTICE OF REINVESTMENT FEE COVENANT

## VILLAGE AT PLUM CREEK HOA

Pursuant to the requirements of Utah Code § 57-1-46 (the "Code"), this Notice of Reinvestment Fee Covenant (the "Notice") satisfies the requirements of the Code and serves as record notice for that certain reinvestment fee covenant (the "Covenant") that was duly adopted by resolution of the Village at Plum Creek HOA (attached hereto as **Exhibit B**) against the real property (the "Property") located in Weber County, Utah, that is described in **Exhibit A** attached hereto as well as in the Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek as recorded in the recorder's office of Weber County, Utah, on September 15, 2005 (the "Declaration").

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

1. The name and address of the beneficiary under the Covenant is the Village at Plum Creek HOA (the "Association"), 662 South Plum Creek Lane, Ogden, UT 84404. If and when this contact information becomes outdated, contact with the Association can be made through its registered agent.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 Covenant is intended to run with the land (i.e., the Property) and to bind successors in interest and assigns. The duration of the Covenant shall be on-going until properly amended or eliminated, or until prohibited by operation of law.
3. As of the record date of this Notice, and as duly established by resolution of the Association's Board, an amount of 0.5% (1/2%) of the value (i.e., the purchase price) of a burdened property shall be charged. This amount shall be paid by the buyer of the burdened property unless otherwise agreed in writing by the buyer and the seller of the burdened property. This amount shall be in addition to any pro rata share of Association assessments due and adjusted at settlement. The existence of the Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under the Covenant is to facilitate the maintenance of common areas, facilities, and/or Association expenses and improvements, and is required to benefit the Property, including the burdened property.

Village at Plum Creek HOA:

Signed: \_\_\_\_\_

By: \_\_\_\_\_

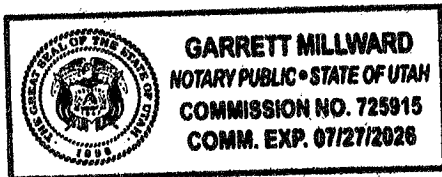
*[Handwritten Signature]*  
Randy J. Lucero, President Board Member

Date: March 3, 2023

STATE OF UTAH                    )  
  : ss  
COUNTY OF WEBER            )

On the above-written date the above-named individual, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that he or she is a member of the board of the Village at Plum Creek HOA, is authorized by the Association to execute this Notice, and that the same is true and correct to the best of his or her own knowledge and belief.

(Seal)



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

**EXHIBIT A**  
**Legal Description of the Property**

**PHASE 1:** All the real property shown on the plat entitled “VILLAGE AT PLUM CREEK, A PLANNED RESIDENTIAL UNIT DEVELOPMENT – PHASE 1,” which plat was recorded in the Weber County, Utah, recorder’s office on September 15, 2005, as entry no. 2129161, including Residential Lots 1-2 which are also known as parcel nos. 12-211-0001 – 0002.

**PHASE 2:** All the real property shown on the plat entitled “VILLAGE AT PLUM CREEK, A PLANNED RESIDENTIAL UNIT DEVELOPMENT – PHASE 2,” which plat was recorded in the Weber County, Utah, recorder’s office on September 15, 2005, as entry no. 2129162, including Residential Lots 6-10 which are also known as parcel nos. 12-212-0001 – 0008.

**PHASE 3:** All the real property shown on the plat entitled “VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 3,” which plat was recorded in the Weber County, Utah, recorder’s office on March 17, 2020, as entry no. 3041408, including Units 11-14 which are also known as parcel nos. 12-277-0001 – 0004.

**PHASE 4:** All the real property shown on the plat entitled “VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 4,” which plat was recorded in the Weber County, Utah, recorder’s office on June 3, 2020, as entry no. 3059137, including Units 15-26 which are also known as parcel nos. 12-278-0001 – 0012.

**PHASE 5:** All the real property shown on the plat entitled “VILLAGE AT PLUM CREEK P.R.U.D. – PHASE 5,” which plat was recorded in the Weber County, Utah, recorder’s office on June 6, 2022, as entry no. 3244625, including Units 27-46 which are also known as parcel nos. 12-290-0001 – 0020.

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**EXHIBIT B**

A true and correct copy of the RESOLUTION OF VILLAGE AT PLUM CREEK HOA Establishing a Reinvestment Fee as duly adopted by the Association's board is attached following this page.

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**RESOLUTION OF  
VILLAGE AT PLUM CREEK HOA  
Establishing a Reinvestment Fee Covenant  
(March 1, 2023)**

WHEREAS, the Village at Plum Creek HOA (the “Association”) is organized as a Utah nonprofit corporation under the Utah Revised Nonprofit Corporation Act (the “Nonprofit Act”);<sup>1</sup> and

WHEREAS, the Association is a nonprofit association as that term is defined in the Utah Real Estate Code (the “Code”);<sup>2</sup> and

WHEREAS, the Association is subject to the Utah Community Association Act (the “Act”);<sup>3</sup> and

WHEREAS, the Association is a common interest association as that term is defined in the Code by virtue of being: (1) subject to the Act, or (2) a nonprofit association as that term is defined in the Code,<sup>4</sup> both of which are the case with the Association; and

WHEREAS, the Declaration of the Association is silent regarding a reinvestment fee covenant; and

WHEREAS, the Code authorizes nonprofit associations, such as the Association, to establish a reinvestment fee covenant via a written instrument such as this Resolution;<sup>5</sup> and

WHEREAS, the Code currently provides for a maximum reinvestment fee amount of 0.5% (1/2%) of the value of a burdened property;<sup>6</sup>

THEREFORE, be it

RESOLVED, that, pursuant to the Nonprofit Act, the Act, and the Code, the Board hereby establishes the following reinvestment fee covenant:

REINVESTMENT FEE COVENANT. For each conveyance of a Living Unit to a new Owner, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Living Unit, (the “Reinvestment Fee”) shall be paid to the Association. The Reinvestment Fee shall be paid by the buyer of the Living Unit unless otherwise agreed in writing by the

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<sup>1</sup> UCA 16-6a-101 *et. seq.*

<sup>2</sup> UCA 57-1-46(1)(g)

<sup>3</sup> UCA 57-8a-101 *et. seq.*; NOTE that the Association is subject to the Act by definition of the term “association” as it is defined in UCA 57-8a-102(2).

<sup>4</sup> UCA 57-1-46(1)(e)(A) & (C)

<sup>5</sup> UCA 57-1-46(1)(h)(iii)(A), (1)(i), and (6)

<sup>6</sup> UCA 57-1-46(5)

buyer and the seller, and shall be in addition to any pro rata share of Association assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under this covenant is to facilitate the repair and replacement of Common Areas and all other property and facilities for which the Association has a maintenance, repair, or replacement obligation, and is required to benefit the Property.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of each Living Unit's purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association. Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Association's reserve fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). Notwithstanding anything to the contrary, conveyance of a Living Unit by inheritance, probate, or the like, or from an Owner to a trust or similar structure for which the Owner is a beneficiary, including but not limited to a living trust, shall not be subject to the Reinvestment Fee.

RESOLVED FURTHER, that, pursuant to the Act<sup>7</sup>, the Board hereby authorizes the charging of a fee to Owners in the amount of \$50 for providing payoff information needed at closing; and

RESOLVED FURTHER, that the provisions of this Resolution shall become effective as of the date that a corresponding Notice of Reinvestment Fee Covenant (the "Notice") as required by the Code<sup>8</sup> has been duly recorded in the recorder's office of the Weber County, Utah; and

RESOLVED FURTHER, that the Board hereby authorizes and approves recording the Notice in the recorder's office of the Weber County, Utah; and

RESOLVED FURTHER, that capitalized terms that are not explicitly defined herein shall have the meanings prescribed in the Declaration.<sup>9</sup>

**[SIGNATURE BLOCKS FOLLOW THIS PAGE]**

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<sup>7</sup> UCA 57-8a-106

<sup>8</sup> UCA 57-1-46(6)

<sup>9</sup> Declaration of Covenants, Conditions and Restrictions of Village at Plum Creek as recorded in the recorder's office of Weber County, Utah, on September 15, 2005, as entry no. 2129163.


IN WITNESS WHEREOF, the undersigned, constituting a majority of the members of the Board, have executed and ratified this Resolution effective as of the date first written above.

Signed:   
Randy Lucejo, Board Member

Signed:   
Kenneth Kachold, Board Member

Signed:   
Brett Preston, Board Member

Signed:   
Chelsey Cox, Board Member

Signed:   
Megan Buelte, Board Member

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