

RETURNED  
JUN 10 2020

**AMENDMENT**  
TO THE  
**ENABLING DECLARATION**

E 3259647 B 7531 P 1597-1600  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/10/2020 12:35 PM  
FEE \$110.00 Pgs: 4  
DEP RTT REC'D FOR LEE CALDWELL

OF

**VILLA NOVA CONDOMINIUM PROJECT**

This Amendment to the Enabling Declaration of Villa Nova Condominium Project ("Amendment") is made and executed on the date shown below by the Villa Nova Condominium Board of Directors ("Board") after having been voted on and approved by the members of the Villa Nova Condominium Management Corporation ("Association"), a Utah nonprofit corporation.

**RECITALS**

WHEREAS, Villa Nova Condominium ("Villa Nova") was created by the recording of the "Enabling Declaration for Villa Nova Condominium Project" ("Enabling Declaration") on May 16, 1974, as entry number 395579, in the office of the Davis County Recorder; and

WHEREAS, subsequent to the creation of Villa Nova there have been a number of amendments to the Enabling Declaration and the concomitant Bylaws (all of which are collectively referred to herein as the "Governing Documents");

WHEREAS, the members of the Association desire to adopt the following Amendment and record the same against the real property located in Davis County, Utah, known as Villa Nova Condominium and more fully described on Exhibit "A" attached hereto.

WHEREAS, the Board has observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a unit within the Association from an existing owner to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the parties buying and selling condominium units; and

WHEREAS, the Board and members of the Association have determined that a Reinvestment Fee would be appropriate and is needed for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units.

WHEREAS, to offset the additional cost borne by the Association in connection with the upkeep and maintenance of the common area, the members of the Association have determined that a new purchaser of a unit within the Association shall be assessed a non-refundable Reinvestment Fee of 0.5% of the value of the unit being purchased.

NOW THEREFORE, To accomplish the unit owners' objectives, the following amendment is adopted. If there is any conflict between this Amendment and any provision in the Governing Documents, this Amendment shall prevail. This Amendment shall become effective upon recording. The Villa Nova Governing Documents are amended as follows:

### ARTICLE III PARAGRAPH (20) - REINVESTMENT FEE

- (a) The statements contained in the above Recitals are hereby incorporated. The words defined in the Governing Documents shall have the same meaning when used herein unless the context clearly requires a different meaning.
- (b) The Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall be 0.5% of the value of the unit being sold. The Reinvestment Fee shall be paid by the purchaser of a unit whenever a unit is sold, transferred or conveyed to a new owner.
- (c) The Reinvestment Fee shall in no event exceed the amount of 0.5% of the value of the unit being transferred.
- (d) The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit A, and is intended to bind successors in interest and assigns of the real property described in Exhibit A, attached hereto.
- (e) The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit A, attached hereto.
- (f) The duration of the Reinvestment Fee covenant is for a period of 25 years.
- (g) The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units described in Exhibit A, attached hereto, and to pay for association expenses as defined in UCA 57-1-46.
- (h) The Reinvestment Fee shall not be enforced in the following circumstances or situations:
  - a. An involuntary transfer;
  - b. A transfer that results from a court order;
  - c. A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
  - d. A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
  - e. The transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in an amount of \$350.

### CERTIFICATION

It is hereby certified that condominium unit owners holding more than 67% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments.

IN WITNESS WHEREOF, I have affixed my signature this 5<sup>th</sup> day of June, 2020.

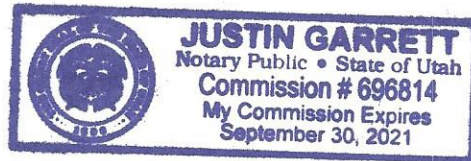
By   
Brad Hendricksen, President

STATE OF UTAH )  
                                  :SS  
COUNTY OF DAVIS )

Amendment to The Enabling Declaration  
of Villa Nova Condominium Project

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On this 5<sup>th</sup> day of June, 2020, personally appeared before me Brad Hendricksen who, being by me duly sworn, did say that he is President of the Villa Nova Condominium Management Corporation Board of Directors and that the within and foregoing instrument was signed in behalf of said board of directors and he duly acknowledged to me he executed the same.



# Exhibit "A"

## Legal Description of Villa Nova Condominium Project

Units 1 through 6, Building A, Villa Nova Condo, Bountiful City, Davis County, Utah.  
[05-008-0001 through 05-008-0006]

Units 7 through 12, Building B, Villa Nova Condo, Bountiful City, Davis County, Utah.  
[05-008-0007 through 05-008-0012]

Units 13 through 20, Building C, Villa Nova Condo, Bountiful City, Davis County, Utah.  
[05-008-0013 through 05-008-0020]

Units 21 through 30, Building D, Villa Nova Condo, Bountiful City, Davis County, Utah.  
[05-008-0021 through 05-008-30]

Units 31 through 42, Building E, Villa Nova Condo, Bountiful City, Davis County, Utah.  
[05-008-0031 through 05-008-0042]

Building F, Recreation Common area of Villa Nova Condo, as defined by plat recorded 3-30-81 as entry #589024, Bk 862, Pg 18. Cont. 0.015 A Acres. The information shown on this parcel number is for reference purposes only and this parcel is not to be construed as a taxable parcel of land. [05-008-0043]

BEG ON W L OF A 4 RD ST AT A PT S  $89^{\circ}57'W$  1008.84 FT ALG THE SEC LN & S  $0^{\circ}08'39"W$  530.06 FT FR N $1/4$  COR OF SEC 31, T $2N$  R $1E$ ; & RUN TH S  $0^{\circ}08'39"W$  197.54 FT ALG W LN OF SD ST, TH N  $89^{\circ}50'40"W$  568.03 FT TH N  $0^{\circ}09'55"E$  390.55 FT TH N  $89^{\circ}47'E$  307.0 FT TH S  $0^{\circ}09'55"W$  196.05 FT TH N  $89^{\circ}55'28"E$  260.97 FT TO POB. CONT. 3.94 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND. [05-008-0044]