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# PREPARED BY AND WHEN RECORDED RETURN TO:

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DOUG CROFTS, WEBER COUNTY RECORDER
21-MAR-05 1148 AM FEE \$102.00 DEP KKA
REC FOR: THE.HIGHLANDS.AT.WOLF.CREEK

FOURTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT WOLF CREEK SUBDIVISION (adding Phase V and amending various instruments)

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION (this "Amendment") is executed as of the \(\frac{12}{4}\) day of \(\frac{14444}{4444}\), 2005, by WOLF CREEK PROPERTIES, LC, a Utah limited liability company ("Declarant"), whose address is 3900 North Wolf Creek Drive, Eden, Utah 84310.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Declarant agrees as follows:

- 1. <u>Definitions</u>. As used in this Amendment, each of the following terms shall have the indicated meaning, and any term used in this Amendment that is capitalized but not defined shall have the same meaning as set forth in the Declaration (defined below in this <u>Paragraph 1</u>), as amended by this Amendment:
- 1.1. "Amendment No. 1" means the instrument styled "Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Phase 2 Subdivision, Eden, Utah," dated August 28, 2003 and recorded August 28, 2003 as Entry No. 1969682 in the Official Records, covering Phase II.
- 1.2. "Amendment No. 2" means the instrument styled "Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Phase 3 Subdivision, Eden, Utah," dated July 6, 2004, which also includes within the same recording an instrument styled "Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Resort Subdivision, Eden, Utah" (that second instrument, the "Second Amendment"), dated June 29, 2004, both of which were recorded July 6, 2004 as Entry No. 2041907 in the Official Records, covering Phase III.

- 1.3. "Amendment No. 3" means the instrument styled "Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Phase IV Subdivision, Eden, Utah," dated October 26, 2004 and recorded November 6, 2004 as Entry No. 2066459 in the Official Records, covering Phase IV.
- 1.4. "<u>Declaration</u>" means the Original CC&R's, as previously amended by the Prior Amendments.
- 1.5. "Effective Date" means the date on which the instrument concerned is recorded in the Official Records.
- 1.6. "Official Records" means the official records of the Weber County Recorder, state of Utah.
- 1.7. "Original CC&R's" means the Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Phase 1 Subdivision, Eden, Utah, dated June 6, 2002 and recorded June 6, 2002 as Entry No. 1853135 in Book 2237 at Page 2448 of the Official Records, covering Phase I.
- 1.8. "Phases I through V, inclusive" means the land located in Weber County, Utah, described on the attached Exhibit A, and references in this Amendment to one or more Phases shall mean those Phases as defined on said Exhibit A.
- 1.9. "Prior Amendments" means Amendment No. 1, Amendment No. 2 and Amendment No. 3.
- 2. <u>Purpose</u>. Declarant has, pursuant to the Prior Amendments, intended to (a) add additional land (namely, Phases II, III and IV) to the Property and the Subdivision, (b) make such land subject to the Covenants, and (c) amend the Original CC&R's. Declarant now intends to add more additional land (namely, Phase V) to the Property and the Subdivision, making such land subject to the Covenants, and to amend further, and make certain ministerial changes to, the Declaration, all as set forth in this Amendment. As set forth in <u>Section 8.5</u> of the Declaration, Declarant is the only person required to execute this Amendment.
- 3. <u>Amendment of Instruments</u>. In accordance with <u>Section 8.5</u> of the Declaration, the Declaration is hereby amended and certain ministerial changes are hereby made to the Declaration, as set forth in this <u>Paragraph 3</u>.

# 3.1. Original CC&R's.

3.1.1. <u>By-Laws</u>. The second sentence in <u>Section 1.5</u> of the Original CC&R's is revised to read as follows: "The initial By-Laws are attached hereto as **Exhibit B**."

- 3.1.2. <u>Building Size</u>. <u>Section 5.3</u> of the Declaration is deleted in its entirety and is replaced with the following new <u>Section 5.3</u>:
  - Building Size. The sizes of the Lots within the Subdivision were intentionally varied. The variations in Lot sizes, Building Pad sizes and permitted Dwelling Unit floor areas (the "Floor Areas") within the Subdivision are intended to preserve view corridors and open space, cluster the structures and maintain an appropriate limit on Lot coverage. A maximum total Floor Area for each Lot has been established and is set forth on the attached Exhibit C. No Dwelling Unit may be constructed that is not in compliance with the limitations set forth on Exhibit C, unless a written variance is obtained from the Architectural Committee in accordance with Section 3.3. Floor Areas include all habitable floor area on all levels of the Dwelling Unit that are under one roof, including porches, balconies and decks that are enclosed by walls on three or more sides. Only 50% of finished basement space will be counted towards total Floor Area, and unfinished space will not be counted; provided, however, that basement space (whether finished or unfinished) in a basement that is completely underground will not be counted. Garages are not counted in the Floor Area. The minimum total Floor Area for all Lots shall be 2,000 square feet for single level Dwelling Units and 2,500 square feet for multi-level Dwelling Units. The maximum main level Floor Area cannot exceed 50% of the maximum allowed square footage for that individual Lot. The upper level may not exceed 60% of the Floor Area of the main level. The maximum garage size shall be 1,000 square feet for all Dwelling Units.
- 3.1.3. <u>Fire Sprinklers.</u> <u>Section 5.7</u> of the Declaration is deleted in its entirety and is replaced with the following new <u>Section 5.7</u> (and the references to the various Phases in such new <u>Section 5.7</u> shall have the meanings set forth in this Amendment):
  - 5.7. Fire Sprinklers. In Phases I through IV, inclusive, all Dwelling Units shall be equipped with an automatic fire sprinkler system if, but only if, required to be so equipped by Weber County or any political subdivision, agency or department of Weber County. All Dwelling Units in all Phases of the Subdivision other than Phases I through IV, inclusive, shall be equipped with an automatic fire sprinkler system without exception, regardless of the size of such Dwelling Units and regardless of whether or not such Dwelling Units are required to be so equipped by Weber County or any political subdivision, agency or department of Weber County. Each such fire sprinkler system shall comply with the specifications adopted by Weber County for residential fire sprinkler systems or, in the absence of such specifications, shall comply with standard 13-D of the National Fire Protection Association for residential applications.
- 3.1.4. Exhibit C. A new Exhibit C (referenced in the revised Section 5.3 above) is added to the Declaration in the form of Exhibit C attached to this Amendment.

- 3.2. <u>Amendment No. 1</u>. The intent of Amendment No. 1 was to expand the Original CC&R's to cover Phase II in accordance with <u>Section 9.1</u> of the Original CC&R's.
- 3.2.1. <u>Phase II</u>. As of the Effective Date of Amendment No. 1, Phase II was added to the Property and the Subdivision, and became subject to the Covenants.
- 3.2.2. Exhibit A. Exhibit B attached to Amendment No. 1 is relabeled "Exhibit A," and Phase II, set forth on said Exhibit, was, as of the Effective Date of Amendment No. 1, added to the Property set forth on Exhibit A to the Original CC&R's.
- 3.2.3. <u>Signatory</u>. Notwithstanding the identification of the signatory as "Wolf Creek Properties," the signatory to Amendment No. 1 actually was Declarant.
- 3.3. Amendment No. 2. The intent of Amendment No. 2 was to expand the Original CC&R's to cover Phase III in accordance with Section 9.1 of the Original CC&R's, and to amend certain provisions of the Original CC&R's in accordance with Section 8.5 of the Original CC&R's.
- 3.3.1. <u>Phase III</u>. As of the Effective Date of Amendment No. 2, Phase III was added to the Property and the Subdivision, and became subject to the Covenants.
- 3.3.2. <u>Signatory</u>. Notwithstanding the identification of one of the signatories as "Wolf Creek Properties," the signatory to Amendment No. 2 (including the Second Amendment) actually was Declarant.
- 3.3.3. Existing Property. The phrase in the initial, unnumbered paragraph of the Second Amendment that reads "regarding the real property legally described in Exhibit A attached hereto," is deleted in its entirety.
- 3.3.4. Exhibit A. Paragraph 1 of the Second Amendment is revised to read as follows: "The Property is hereby expanded to include the real property legally described on Exhibit A attached hereto." Phase III, set forth on said Exhibit A, was, as of the Effective Date of Amendment No. 2, added to the Property set forth on Exhibit A to the Original CC&R's. The title "LEGAL DESCRIPTION OF THE ORIGINAL PROPERTY" at the top of said Exhibit A is deleted.
- 3.3.5. <u>Rental Limitations</u>. <u>Paragraph 2</u> of the Second Amendment is deleted in its entirety, and the existing <u>Section 4.22</u> of the Original CC&R's is ratified and affirmed.
- 3.3.6. Exhibit C. Paragraph 3 of the Second Amendment is revised to read as follows: "A new Exhibit C is added to the Declaration in the form of Exhibit B attached hereto."

w/wolf creek/highlands/amendment.vat March 14, 2005

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- 3.3.7. <u>Paragraph 4</u>. <u>Paragraph 4</u> of the Second Amendment will, in effect, be replaced by <u>Paragraph 3.1.2</u> of this Amendment.
- 3.4. <u>Amendment No. 3</u>. The intent of Amendment No. 3 was to expand the Original CC&R's to cover Phase IV in accordance with <u>Section 9.1</u> of the Original CC&R's.
- 3.4.1. <u>Phase IV</u>. As of the Effective Date of Amendment No. 3, Phase IV was added to the Property and the Subdivision, and became subject to the Covenants.
- 3.4.2. Exhibit A. Exhibit B attached to Amendment No. 3 is relabeled "Exhibit A," and Phase IV, set forth on said Exhibit, was, as of the Effective Date of Amendment No. 3, added to the Property set forth on Exhibit A to the Original CC&R's.
- 3.4.3. <u>Signatory</u>. Notwithstanding the identification of the signatory as "Wolf Creek Properties," the signatory to Amendment No. 3 actually was Declarant.
- 3.4.4. Exhibit C. Exhibit C attached to Amendment No. 3, setting forth the maximum total Floor Area for each Lot in Phase IV, is replaced as of the Effective Date of this Amendment with Exhibit C attached to this Amendment.
- 4. <u>Further Expansion of Subdivision</u>. In accordance with <u>Section 9.1</u> of the Declaration, Declarant hereby adds Phase V to the Property and the Subdivision, and makes Phase V subject to the Covenants. On and after the Effective Date of this Amendment, the Property and the Subdivision shall be comprised of Phases I through V, inclusive, all of which shall be subject to the Covenants.
- 5. General Provisions. In the event of any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Declaration is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, all persons holding any interest in the Lots and their respective successors, assigns, heirs and lien holders. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. Each exhibit referred to in, and attached to, this Amendment is an integral part of this Amendment and is incorporated in this Amendment by this reference.

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DECLARANT has executed this Amendment on the date set forth below, to be effective as of the date first set forth above.

	DECLARANT:		
	By Steven C. Roberts Authorized Representative		
State of Utah	Date		
) ss. County of Weber )			
NOTARY PUBLIC REIDI N. WILLIAMS PO BCY 1-8, 5024 NORTH 2250 EAST FALSTIFY, UT 94310	owledged before me this		
My Commission Expires:	Notary Public Residing at:		
QC1 25.2006	6024 N 2250E L. basty, UT 84310		

w/wolf creek/highlands/amendment.vat March 14, 2005



to

FOURTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT WOLF CREEK SUBDIVISION

# PHASES I THROUGH V, INCLUSIVE

Phases I through V, inclusive, referred to in the foregoing instrument, are located in Weber County, Utah, and are described as follows:

#### PHASE I ("Phase I"):

Part of the East 1/2 of Section 22, and part of the West 1/2 of Section 23, Township 7 North, Range 1 East, Salt Lake Base and Meridian. Beginning at a point South 990.45 feet and East 2749.56 feet from the center of Section 22 (Basis of Bearing: North 89°14'39" West from the center of Section 22 to the West 1/4 corner of Section 22); thence as follows: northwesterly 72.40 feet along the North side of Elkhorn Drive; along a curve to the left to a reverse curve (R=666.00,  $\Delta$ =06°13'42", T=36.23, CH=72.36, CHB=North 60°26'34" West); thence northwesterly 67.69 feet along said curve to a non-radial line running northwesterly (R=1463.00,  $\Delta$ =02°39'03", T=33.85, CH=67.68, CHB=North 62°13'53" West); thence North 08°00'00" West 894.33 feet; thence North 40°00'00" East 60.87 feet; thence South 89°27'26" East 256.83 feet; thence North 77°36'26" East 193.63 feet; thence South 85°54'59" East 89.26 feet; thence North 31°02'33" East 148.04 feet to a non-tangent curve to the right; thence southeasterly 74.45 feet along said curve to a non-radial line (R=330.00,  $\Delta$ =12°55'36", T=37.38, CH=74.29, CHB=South 51°54'15" East); thence South 50°20'22" West 82.42 feet; thence South 03°52'06" West 375.33 feet; thence North 75°54'39" West 32.61 feet to a tangent curve to the left; thence northwesterly 54.21 feet along said curve to a non-radial line (R=210.00,  $\Delta$ =14°47'30", T=27.26, CH=54.06, CHB=North 83°18'24" West); thence South 16°27'44" East 63.40 feet; thence South 10°59'41" West 166.20 feet; thence South 00°25'45" East 160.29 feet; thence South 46°48'48" East 359.01 feet; thence South 06°21'14" West 232.56 feet; thence North 83°56'51" West 84.64 feet to the most northerly corner of Lot 5 of ELKHORN SUBDIVISION, PHASE 1; thence North 82°17'10" West 63.68 feet along the North boundary of ELKHORN SUBDIVISION, PHASE 1; thence North 67°26'40" West 128.35 feet along the North boundary of ELKHORN SUBDIVISION, PHASE 1; thence North 05°52'06" East 106.09 feet along the North boundary of ELKHORN SUBDIVISION, PHASE 1; thence North 84°41'43" West 75.38 feet along the North boundary of ELKHORN SUBDIVISION, PHASE 1; thence North 51°37'08" West 142.52 feet along the North boundary of ELKHORN SUBDIVISION, PHASE 1; thence South 32°53'34" West 127.52 feet to the point of beginning. Contains approximately 582,067 square feet or 13.362 acres.

## PHASE II ("Phase II"):

Part of the Southwest 1/4 of Section 23, Township 7 North, Range 1 East, Salt Lake Base and Meridian. Beginning at the North corner of Lot 5, ELKHORN SUBDIVISION, PHASE 1, said point being South 1142.15 feet and East 3176.38 feet from the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence as follows: South 83°56'51" East 84.64 feet along the boundary of THE HIGHLANDS AT WOLF CREEK SUBDIVISION, PHASE I; thence North 06°21'14" East 232.56 feet along the boundary of THE HIGHLANDS AT WOLF CREEK SUBDIVISION, PHASE I; thence South 78°30'32" East 337.95 feet; thence North 68°21'08" East 252.61 feet; thence South 82°24'30" East 131.38 feet; thence South 14°50'45" East 317.46 feet; thence South 28°09'55" East 83.27 feet; thence South 34°34'18" West 212.72 feet to a nontangent curve to the left; thence northwesterly 40.21 feet along said curve to a nonradial line (R=120.00, ∆=19°11'53", T=20.29, CH=40.02, CHB=North 64°51'49" West); thence South 16°12'38" West 432.07 feet to the North line of ELKHORN SUBDIVISION, PHASE 4; thence North 70°55'39" West 191.43 feet along the North line of ELKHORN SUBDIVISION, PHASE 4; thence South 28°54'59" West 147.16 feet along the Northwest line of ELKHORN SUBDIVISION, PHASE 4, to the East corner of ELKHORN SUBDIVISION, PHASE 3; thence North 67°04'42" West 98.98 feet along the Northeast line of said ELKHORN SUBDIVISION, PHASE 3; thence North 36°18'19" West 176.96 feet along the said Northeast line of said ELKHORN SUBDIVISION, PHASE 3; thence North 24°31'00" West 345.12 feet along the said Northeast line of said ELKHORN SUBDIVISION, PHASE 3 to the South corner of Lot 5, ELKHORN SUBDIVISION, PHASE 1; thence North 37°54'53" East 181.58 feet along the East line of said Lot 5; thence North 48°24'42" West 226.68 feet along the North line of said Lot 5 to the point of beginning. Contains approximately 617,805 square feet or 14.183 acres.

# PHASE III ("Phase III"):

A portion of the Southwest quarter of Section 23, Township 7 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point located South 919.97 feet and East 3286.30 feet from the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°14'39" West 2659.37 feet between said Section center and the West quarter corner of said Section 22), said point being the northeasterly corner of Lot 1 of THE HIGHLANDS AT WOLF CREEK SUBDIVISION, PHASE I, and running thence the following six (6) courses along

the easterly boundary of said Subdivision: 1) North 46°48'48" West 359.01 feet; thence 2) North 00°25'45" West 160.29 feet; thence 3) North 10°59'41" East 166.20 feet to a point of the southerly right-of-way of Elk Ridge Trail; thence 4) North 16°27'44" West 63.37 feet (record distance 63.40 feet) to a point on the northerly right-of-way of said Elk Ridge Trail, said point also being a non-tangent point of curvature of a 210.00-foot radius curve to the right, the center of which bears South 00°42'09" East, attended by a chord bearing South 83°18'24" East 54.06 feet; thence 5) southeasterly along the arc of said curve 54.21 feet through a central angle of 14°47'30"; thence 6) South 75°54'39" East 32.61 feet; thence continuing South 75°54'39" East 147.59 feet to a point of curvature of a 70.00-foot radius curve to the left, the center of which bears North 14°05'21" East, attended by a chord bearing South 89°56'25" East 33.94 feet; thence southeasterly along the arc of said curve 34.28 feet through a central angle of 28°03'32"; thence South 13°58'11" East 60.00 feet; thence North 76°01'49" East 68.99 feet; thence South 13°58'11" East 166.37 feet; thence North 84°01'41" East 113.96 feet; thence South 37°38'42" East 67.78 feet; thence South 32°34'03" East 123.19 feet; thence South 31°41'26" West 316.79 feet; thence North 78°30'32" West 193.29 feet to the point of beginning. Contains approximately 257,187 square feet or 5.904 acres.

#### PHASE IV ("Phase IV"):

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Part of the Southwest 1/4 of Section 23, Township 7 North, Range 1 East, Salt Lake Base and Meridian. Beginning at the Southwest corner of Lot 55, HIGHLANDS SUBDIVISION, PHASE 4, said point being South 304.28 feet and East 3122.38 feet from the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence as follows: North 03°52'06" East 375.33 feet; thence North 50°20'22" East 239.67 feet; thence northwesterly 205.78 feet along said curve to a non-tangent line (R=280.00,  $\Delta$ =42°06'32", T=107.79, CH=201.18, CHB=North 29°48'44" West); thence South 50°52'00" East 1349.73 feet; thence South 51°16'31" West 185.50 feet; thence South 26°09'05" West 129.60 feet to a non-tangent curve to the left; thence northwesterly 61.84 feet along said curve to a non-tangent line (R=370.00, Δ=9°34'34", T=30.99, CH=61.77, CHB=North 59°03'38" West); thence South 35°43'39" West 249.45 feet to the North line of HIGHLANDS SUBDIVISION, PHASE 2; thence South 68°21'10" West 252.61 feet along said HIGHLANDS SUBDIVISION, PHASE 2 boundary; thence North 78°30'32" West 144.66 feet to the East of HIGHLANDS SUBDIVISION, PHASE 3; thence North 31°41'26" East 316.79 feet along said HIGHLANDS SUBDIVISION, PHASE 3 boundary; thence North 32°14'45" West 120.00 feet along said HIGHLANDS SUBDIVISION, PHASE 3 boundary; thence North 37°57'30" West 71.02 feet along said HIGHLANDS SUBDIVISION, PHASE 3 boundary; thence South 84°01'41" West 113.96 feet along said HIGHLANDS SUBDIVISION, PHASE 3 boundary; thence North 13°58'11" West 166.37 feet along said HIGHLANDS SUBDIVISION, PHASE 3 boundary; thence South 76°01'49" West 68.99 feet along said HIGHLANDS SUBDIVISION,

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PHASE 3 boundary; thence North 13°58'11" West 60.00 feet along said HIGHLANDS SUBDIVISION, PHASE 3 boundary; thence northwesterly 35.28 feet along said curve to a non-tangent line (R=70.00,  $\Delta$ =28°63'32", T=17.49, CH=33.94, CHB=North 89°56'25" West); along said HIGHLANDS SUBDIVISION, PHASE 3 boundary; thence North 75°54'39" West 147.59 feet to the point of beginning. Contains approximately 695,541 square feet or 15.967 acres.

# PHASE V ("Phase V"):

Part of the Northwest 1/4 of Section 23, Township 7 North, Range 1 East, Salt Lake Base and Meridian. Beginning at a point being North 738.42 feet and East 2813.43 feet from the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: North 89°14'39" West from said corner to the West 1/4 corner of Section 22); thence as follows: South 50°52'00" East 539.86 feet to the West line of THE HIGHLANDS AT WOLF CREEK PHASE 4 SUBDIVISION to a tangent curve to the right; thence southeasterly 205.78 feet along said curve to a non-tangent line (R=280.00, Δ=42°06'32" T=107.79, CH=201.18, CHB=South 29°48'44" East); thence South 50°20'22" West 157.24 feet to the North line of THE HIGHLANDS AT WOLF CREEK PHASE 1 SUBDIVISION to a non-tangent curve to the left; thence northwesterly 74.45 feet along said curve to a non-tangent line (R=330.00, ∆=12°55'36", T=37.38, CH=74.29, CHB=North 51°54'15" West); along said HIGHLANDS SUBDIVISION PHASE 1 boundary; thence South 31°02'33" West 148.04 feet along said HIGHLANDS SUBDIVISION PHASE 1 boundary; thence North 85°54'59" West 89.26 feet along said HIGHLANDS SUBDIVISION, PHASE 1 boundary; thence South 77°36'26" West 193.63 feet along said HIGHLANDS SUBDIVISION PHASE 1 boundary; thence North 89°27'26" West 256.83 feet along said HIGHLANDS SUBDIVISION PHASE 1 boundary; thence North 31°38'34" West 170.73 feet; thence North 31°45'47" East 686.94 feet to the point of beginning. Contains approximately 376,787 square feet or 8.650 acres.

# **EXHIBIT C**

to

# FOURTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT WOLF CREEK SUBDIVISION

# MAXIMUM TOTAL FLOOR AREAS

The maximum total Floor Area for each Lot referred to in the foregoing instrument is set forth below.

Lot No.	Maximum Total Floor Area (in sq. ft.)	Lot No:	Maximum Total Floor Area (in sq. ft.)
1	5,500	27	7,000
2	5,500	28	7,000
2 3	5,500	29	7,000
4	5,000	30	7,000
4 5	4,500	31	4,500
6	4,500	32	4,500
7	5,500	33	5,000
8	5,500	34	4,500
9	5,500	35	4,500
10	6,000	36	5,500
11	6,000	37	8,000
12	6,000	38	7,000
13	6,500	39	5,500
14	7,000	40	5,500
15	7,000	41	4,500
16	7,000	42	4,500
17	6,500	43	6,500
18	6,000	44	10,000
19	5,000	45	5,000
20	5,000	46	4,500
21	4,500	47	5,500
22	4,500	48	10,000
23	7,000	49	8,000
24	6,000	50	4,500
25	5,000	51	4,500
26	5,500	52	4,500

Lot No.	Maximum Total Floor Area (in sq. ft.)
53	4,500
54	5,000
55	4,500
56	3,500
57	3,500
58	8,000
59	5,000
60	5,000
61	6,000
62	8,000
63	7,500
64	6,000
65	6,000
66	5,000
67	10,000
68	10,000

# **EXHIBIT D**

Wolf Creek Design Review Board The Highlands Phase V

The Wolf Creek Design Review Board (DRB) must review all house plans prior to the commencement of construction or submittal to Weber County Building Department. Provided the plans comply with the Wolf Creek Design Guidelines, an approval stamp will indicate such approval on the master set of house plans. In the event that any variances are granted on the Maximum Total Floor Areas noted below, a formal letter of conditions will be delivered to the homesite owner and made a permanent part of the DRB's records.

## WOLF CREEK RESORT DESIGN REVIEW BOARD

M APPROVED

REVISIONS REQUIRED

Property Address:		
Signed:		
_	DRB Member	
Printed Name:		_DATE: