



W2099636

**THE THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
TRAPPERS RIDGE, P.R.U.D. , ~~PHASE~~ 4.**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRAPPERS RIDGE, P.R.U.D. (hereinafter the "Third Amendment@) is entered into this ___ day of April, 2005, by Eden Village, L.L.C., a Utah limited liability company (hereinafter the ADeclarant@).

22-232-0001-0024 ✓

RECITALS:

WHEREAS, Declarant has previously executed and had recorded the Declaration of Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D. as previously amended, upon the official records of the Weber County Recorder=s Office (the ADeclaration@).

WHEREAS, paragraph 2.2 of the Declaration provides that the Declarant may annex all or portion of the Additional Land, as described in the Declaration, into the Development.

WHEREAS, Declarant desires to expand the Development and annex that certain real property described upon Exhibit AA@ into the Development, to be known as Phase 4 of the Development, subject to the terms and conditions set forth herein (the AAnnexed Property@).

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of the Annexed Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions set forth in the Declaration as provided below.

1. **Submission**. Declarant hereby conveys, transfers and submits the Annexed Property described upon Exhibit AA@ attached hereto and incorporated herein by reference, to the covenants, conditions and restrictions set forth in the Declaration. Following the recordation of this Third Amendment, the Property which was originally described under the Declaration as Additional Land, shall become part of the Development. The following shall be excluded and reserved from the submission as provided below:

EXCLUDING all water rights but expressly including all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the Annexed Property; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and

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28-APR-05 9:53 AM FEE \$45.00 DEP JPM
REC FOR: RUSSELL WATTS

gress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct, maintain or improve a Living Unit on each and every Lot; and (ii) to construct, maintain or improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) to construct, maintain, subdivide and improve the Additional Land at such time and manner as determined by Declarant, whether or not the Additional Land, or a portion thereof, is annexed to the Development. Declarant further reserves the right to have all streets, trails, walkways and utility lines located upon the Additional Land to tie into such streets, walkways, utility lines, etc utilized for the Development, subject to proportionate reimbursement by the Declarant and provided such utilization does not exceed the capacity of utility lines within the Development. If, pursuant to the foregoing reservation, the Annexed Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. The parties shall execute and record a written easement reflecting such perpetual easement. With the exception of such perpetual easements, rights of way and utility tie-ins, the foregoing reservations shall, unless sooner terminated in accordance with their terms, expire fourteen (14) years after the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

2. **Plat.** Simultaneous with the execution and recordation of this Third Amendment, Declarant shall record a subdivision plat for Phase 4 of the Development upon the official records of the Weber County Recorder's Office, State of Utah (the "Phase 4 Plat"). The Phase 4 Plat together with the original Plat, as amended, as described under the Declaration, shall constitute a single plat for the Development.

3. **Uniform Rate of Assessment.** Exhibit AC@ to the Declaration (Lot Size and Assessment Designation) shall be deleted in its entirety and, for all purposes under the Declaration, replaced with the following. The Uniform Rate of Assessment set forth below shall apply for all purposes under the Declaration.

Lot	Size	Max. Monthly Assessment	% of Special Assessments
1	Small	\$120.00	1.143%
2	Small	\$120.00	1.143%
3	Small	\$120.00	1.143%
4	Small	\$120.00	1.143%
5	Large	\$165.00	1.572%
6	Medium	\$145.00	1.382%
7	Large	\$165.00	1.572%
8	Large	\$165.00	1.572%
9	Large	\$165.00	1.572%
10	Medium	\$145.00	1.382%
11	Large	\$165.00	1.572%
12	Medium	\$145.00	1.382%
13	Medium	\$145.00	1.382%
14	Medium	\$145.00	1.382%
15	Medium	\$145.00	1.382%
16	Large	\$165.00	1.572%
17	Large	\$165.00	1.572%
18	Large	\$165.00	1.572%
19	Large	\$165.00	1.572%
20	Medium	\$145.00	1.382%
21	Large	\$165.00	1.572%
22	Medium	\$145.00	1.382%
23	Medium	\$145.00	1.382%
24	Large	\$165.00	1.572%
25	Large	\$165.00	1.572%

26	Large	\$165.00	1.572%
27	Large	\$165.00	1.572%
28	Large	\$165.00	1.572%
29	Large	\$165.00	1.572%
30	Large	\$165.00	1.572%
31	Small	\$120.00	1.143%
32	Medium	\$145.00	1.382%
33	Small	\$120.00	1.143%
34	Small	\$120.00	1.143%
35	Small	\$120.00	1.143%
36	Large	\$165.00	1.572%
37	Medium	\$145.00	1.382%
38	Large	\$165.00	1.572%
39	Medium	\$145.00	1.382%
40	Large	\$165.00	1.572%
41	Medium	\$145.00	1.382%
42	Large	\$165.00	1.572%
43	Small	\$120.00	1.143%
44	Large	\$165.00	1.572%
45	Large	\$165.00	1.572%
46	Large	\$165.00	1.572%
47	Large	\$165.00	1.572%
48	Large	\$165.00	1.572%
49	Large	\$165.00	1.572%
50	Large	\$165.00	1.572%
51	Large	\$165.00	1.572%
52	Large	\$165.00	1.572%

53	Large	\$165.00	1.572%
54	Large	\$165.00	1.572%
55	Large	\$165.00	1.572%
56	Large	\$165.00	1.572%
57	Large	\$165.00	1.572%
58	Large	\$165.00	1.572%
59	Medium	\$145.00	1.382%
60	Large	\$165.00	1.572%
61	Large	\$165.00	1.572%
62	Medium	\$145.00	1.382%
63	Large	\$165.00	1.572%
64	Large	\$165.00	1.572%
65	Large	\$165.00	1.572%
66	Large	\$165.00	1.572%
67	Large	\$165.00	1.572%
68	Medium	\$145.00	1.382%
Total			100%

4. Conflict. In the event there is any conflict between the terms and conditions of this Third Amendment and the Declaration, the terms and conditions of this Third Amendment shall control. Capitalized terms which are not defined in this Third Amendment shall have the meaning assigned to them in the Declaration.

EXECUTED the day and year first written above.

Declarant:

EDEN VILLAGE, L.L.C.,
a Utah limited liability company

By:


Russell K. Watts

**EXHIBIT A
LEGAL DESCRIPTION
THE ANNEXED PROPERTY**

A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, T7N, R1E, SLB&M. BEGINNING AT A POINT 2,709.54 FEET SOUTH AND 4,065.02 FEET EAST OF THE CENTER OF SECTION 22, T7N, R1E, SLB&M, (BASIS OF BEARING: N 89°14'39" W FROM SAID CORNER TO THE WEST ¼ OF SAID SECTION 22) SAID POINT OF BEGINNING ALSO BEING ON THE SOUTHWEST LINE OF ELKHORN PHASE 4; THENCE AS FOLLOWS:

S 50°06'38" E 405.21 FEET ALONG THE SOUTHWEST LINE OF ELKHORN SUBDIVISION PHASE 4; THENCE S 45°20'49" E 60.21 FEET ALONG THE SOUTHWEST LINE OF ELKHORN SUBDIVISION PHASE 4; THENCE S 50°20'55" E 139.47 FEET ALONG THE SOUTHWEST LINE OF ELKHORN SUBDIVISION PHASE 4; THENCE S 79°26'19" E 108.27 FEET ALONG THE NORTHWEST LINE OF TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 1; THENCE N 83°28'42" W 79.11 FEET ALONG THE NORTHWEST LINE OF TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 1; THENCE S 67°05'42" W 174.48 FEET ALONG THE NORTHWEST LINE OF TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 1; THENCE S 00°00'00" E 373.25 FEET ALONG THE WEST LINE OF TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 1; THENCE S 48°31'15" W 181.56 FEET THENCE: N 63°32'36" W 166.49 FEET THENCE: N 15°58'09" W 250.88 FEET THENCE: N 07°56'52" E 257.89 FEET THENCE: N 26°12'47" E 208.32 FEET THENCE: N 55°20'30" E 61.84 FEET THENCE: N 10°57'10" W 60.00 FEET THENCE: N 32°38'58" E 132.66 FEET TO THE POINT OF BEGINNING.

CONTAINS 310,998 SQ.FT. OR 7.14 ACRES

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Its: Manager

STATE OF UTAH)
)
) :SS
COUNTY OF SALT LAKE)

On the 28 day of April, 2005, personally appeared before me Russell K. Watts, who being by me duly sworn did say that he is a Manager of Eden Village, L.L.C., and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its Members and Russell K. Watts duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:
5/16/06

Tamara L. Peterson
Notary Public



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