



\*W2358507\*

**When Recorded, Return to:**

Howard J. Schmidt  
9300 So. 1700 W.  
West Jordan, UT 84088

EN 2358507 PG 1 OF 7  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
07-AUG-08 217 PM FEE \$33.00 DEP JPM  
REC FOR: HOWARD J SCHMIDT

Space Above for Recorder's Use

**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EAGLES LANDING AT WOLF CREEK SUBDIVISION PHASE 1**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Eagles Landing at Wolf Creek Subdivision Phase 1 ("Amendment") is made as of July 31, 2008, by E.L. 1, LLC, a Utah limited liability company ("Declarant").

**BACKGROUND**

A. Declarant is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Eagles Landing at Wolf Creek Subdivision Phase 1, dated April 24, 2007, and recorded May 3, 2007, as Entry No. 2261114 of the official records of Weber County, Utah ("Declaration"). Any capitalized term used but not defined in this Amendment will have the meaning attributed to it in the Declaration.

B. The Declaration encumbers certain real property located in Weber County, Utah, a legal description of which is attached hereto as Exhibit A ("Property").

C. The Property is located near certain property ("**Golf Course Parcel**") owned by Wolf Creek Properties, LC, a Utah limited liability company ("**Wolf Creek**"), and on which Wolf Creek operates or desires to operate a golf course and related recreational amenities and facilities (collectively, "**Golf Course**"). A legal description of the Golf Course Parcel is attached to this Amendment as Exhibit B.

D. Under Section 8.5 of the Declaration, Declarant has the authority to unilaterally amend the Declaration for any purpose until the expiration of the Class "B" Membership. The Class "B" Membership has not expired.

E. Declarant desires to amend the Declaration to add certain covenants, conditions, and restrictions regarding the potential impact of the operation of the Golf Course on the use and enjoyment of the Property. Declarant also desires to clarify which property is subject to the Declaration.

In light of the foregoing, Declarant hereby declares as follows:

## AMENDMENT

1. **Addition of Article X.** The Declaration is amended to include the following Article X:

**ARTICLE X  
GOLF COURSE**

**10.1 Acknowledgment of Golf Course Hazards.** Each Owner and each other Person holding an interest in the Property expressly assumes the risk of noise, nuisances, hazards, personal injury, or property damage that may result from operation of the Golf Course on the Golf Course Parcel, including, but not limited to: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset, but may be as early as 4:00 a.m. and as late as 10:00 p.m. on a daily basis, and, in certain circumstances, at any time of the day or night), (b) noise caused by golf activities and participants (including, without limitation, regular course play and tournaments), (c) use of pesticides, herbicides, and fertilizers, (d) view restrictions caused by installation, relocation and maturation of trees and shrubbery, (e) use of effluent in the irrigation or fertilization, (f) reduction in privacy, including that related to maintenance activities, (g) errant equipment, including golf balls, clubs and carts, and (h) facilities design.

**10.2 Release and Indemnification.** Each Owner and each other Person holding an interest in the Property (each, a "Releasing Party") agrees that neither the owner of the Golf Course Parcel, the operator of the Golf Course, Declarant, nor any golf participant, nor their respective directors, shareholders, members, managers, officers, employees, visitors, guests, invitees, employees, agents, contractors, representatives, lenders, heirs, successors or assigns (collectively, the "Released Parties") will be liable to any Releasing Party or any other Person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the Property to the Golf Course, including, without limitation, any claim arising in whole or in part from the negligence of the Released Parties. Each Releasing Party hereby agrees to indemnify and hold harmless the Released Parties against any and all claims by or against that Releasing Party or its members, tenants, visitors, guests, invitees, employees, agents, contractors, or others that relate in any way to the use of the Golf Course Parcel for golf course-related activities by the owner of the Golf Course Parcel.

**10.3 Disclaimers, Limitations, and Restrictions.** No representations, warranties or commitments have been or are made with regard to the present or future development, ownership, operations, configuration of, or right to use the Golf Course. No Owner or other Person holding an interest in the Property will have any ownership interest in or right to use the Golf Course by virtue of its ownership, use, or occupancy of the Property. No Owner or other Person holding an interest in the Property, or their respective tenants, visitors, guest, invitees, employees, agents, or contractors, will at any time enter upon the

Golf Course Parcel for any purpose other than to engage in golf play or as a spectator or guest of the Golf Course, in each and every case subject to all the rules and regulations of the Golf Course including, without limitation, all requirements relating to membership, fees, reservation of tee times, and the like. Each Owner and each other Person holding an interest in the Property and their respective tenants and visitors will keep their respective pets and other animals off the Golf Course Parcel at all times. No Owner or other Person holding an interest in the Property will (or permit its tenants, visitors, guests, invitees, employees, agents, or contractors to) interfere in any way with play on the Golf Course (whether in the form of physical interference, noise, harassment of players or spectators, or otherwise). Each Owner and each other Person holding an interest in the Property (and their respective tenants, visitors, guests, and invitees) recognize, agree and accept that: (a) operation of a Golf Course and related facilities will often involve parties and other gatherings (whether or not related to golf, and including without limitation weddings and other social functions) at or on the Golf Course Parcel, tournaments, loud music, use of public address systems and the like, occasional supplemental lighting and other similar or dissimilar activities throughout the day, from early in the morning until late at night; and (b) irrigation of the landscaping on the Golf Course Parcel may result in water spraying, drifting, or blowing onto adjacent or nearby properties. No Owner or other Person holding an interest in the Property will (or permit its tenants, visitors, guests, invitees, employees, agents, or contractors to) make any claim against the owner of the Golf Course Parcel, the operator of the Golf Course, or any sponsor, promoter, or organizer of any tournament or other event (or any affiliate, agent, employee or representative of any of the foregoing) in connection with the matters described in this Article, whether in the nature of a claim for damages relating to nuisance, personal injury, or property damage, or otherwise.

2. **Clarification of Property Subject to Declaration.** By way of clarification, Declarant hereby declares that the parcel of land labeled "Area C" on the map included as part of Exhibit A to the Declaration is not, has not been, and was never intended to be subject to the Declaration.

*Signature and Acknowledgment Follow*

**Exhibit A**

**Legal Description of the Property**

A part of the east half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point on the south line of Elkhorn Subdivision Phase 3 said point being S 00°27'53" W along the Section line 163.46 feet from the northeast corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

S 00°27'53" W	748.45 feet	along said section line, said line also being the west line of Elkhorn Subdivision Phase 6, Trappers Ridge at Wolf Creek Phase 5, and Trappers Ridge at Wolf Creek Phase 6; thence
N 76°22'00" W	763.68 feet	thence
N 25°31'44" W	124.45 feet	to a non-tangent curve; thence
northeasterly	178.86 feet	along said curve to the left to a tangent line (radius = 280.00 feet, delta = 36°36'01", tangent = 92.60 feet, chord = 175.84 feet, chord bearing = N 18°18'00" E); thence
north	250.51 feet	thence
N 89°07'48" W	60.01 feet	to a non-tangent curve; thence
northerly	54.02 feet	along said curve to the right to a non-tangent line (radius = 40.00 feet, delta = 77°22'30", tangent = 32.03 feet, chord = 50.01 feet, chord bearing = north) said line also being the south line of Elkhorn Subdivision Phase 2; thence
S 89°07'48" E	806.75 feet	along said line to the point of beginning

22 273 0001 ✓ to 22-273-0010 ✓  
 22 284 0001 ✓

**Exhibit B**

**Legal Description of the Golf Course Parcel**

All of Parcel 2, Limited Open Space Area, Golf Course Area Parcel 2, Weber County, Utah.

Also described as follows:

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at the southeast corner of lot number five of Eagles Landing at Wolf Creek Subdivision Phase 1, said point being S 00°28'24" W 912.00 feet along the monumented section line, from the Northeast Corner of said Section 27; thence the following courses:

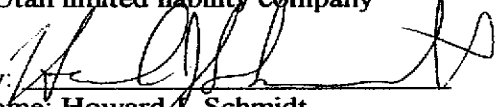
S 00°28'24" W	633.84 feet	along said east line of Section 27; thence
S 86°01'42" W	342.17 feet	; thence
S 48°34'03" W	36.19 feet	to a non-tangent curve to the left; thence
westerly	98.13 feet	along said curve (radius = 55.00 feet, delta = 102°13'28", tangent = 68.19 feet, chord = 85.62 feet, chord bearing = S87°24'52"W); to a non-tangent line; thence
N 53°44'32" W	25.35 feet	; thence
S 82°09'51" W	272.58 feet	; thence
S 42°00'14" W	114.96 feet	; thence
N 47°59'46" W	187.68 feet	to a tangent curve to the left; thence
northwesterly	248.98 feet	along said curve (radius = 430.00 feet, delta = 33°10'34", tangent = 128.09 feet, chord = 245.52 feet, chord bearing = N 64°35'03" W); to a tangent line; thence
N 81°10'20" W	126.25 feet	to a tangent curve to the left; thence

westerly	59.29 feet	along said curve (radius = 280.00 feet, delta = 12°07'59", tangent = 29.76 feet, chord = 59.18 feet, chord bearing = N 87°14'19" W); to a reverse curve; thence
northwesterly	41.28 feet	along said curve (radius = 30.00 feet, delta = 78°50'24", tangent = 24.66 feet, chord = 38.10 feet, chord bearing = N 53°53'07" W); to a tangent line; thence
N 14°27'54" W	15.02 feet	to a tangent curve to the right; thence
northerly	95.61 feet	along said curve (radius = 170.00 feet, delta = 32°13'29", tangent = 49.11 feet, chord = 94.36 feet, chord bearing = N 01°38'50" E); to a tangent line; thence
N 17°45'35" E	414.02 feet	to a tangent curve to the right; thence
northeasterly	301.07 feet	along said curve (radius = 270.00 feet, delta = 63°53'22", tangent = 168.35 feet, chord = 285.72 feet, chord bearing = N 49°42'16" E); to a tangent line; thence
N 81°38'57" E	80.03 feet	to a tangent curve to the left; thence
northeasterly	220.15 feet	along said curve (radius = 280.00 feet, delta = 45°02'57", tangent = 116.12 feet, chord = 214.52 feet, chord bearing = N 59°07'29" E); to a non-tangent line, said line being the west boundary line of Eagles Landing Phase 1; thence
S 25°31'44" E	124.45 feet	; thence
S 76°22'00" W	763.95 feet	to the point of beginning.

*Exhibit B to Amendment to Declaration (Eagles Landing at Wolf Creek Subdivision Phase 1)*

Declarant has executed this Amendment as of the date first set forth above.

**E.L. 1, LLC**  
a Utah limited liability company

By:   
Name: Howard J. Schmidt  
Title: Manager

State of Utah )  
  ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me on <sup>July</sup>~~May~~ 31, 2008, by Howard J. Schmidt, a manager of E.L. 1, LLC.

  
Notary Public

