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ERNEST D ROWLEY, WEBER COUNTY RECORDER
07-NOV-12 931 AM FEE \$159.00 DEP JKC
REC FOR: HIGHLANDS AT WOLF CREEK HOA

WHEN RECORDED RETURN TO:
Vial Fotheringham LLP
602 East 300 South
Salt Lake City, Utah 84102

**EIGHTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE HIGHLANDS AT WOLF CREEK**

This EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT WOLF CREEK is made and executed on the date set forth below and shall be effective upon recording in the Weber County Recorder's Office.

RECITALS

A. Certain real property in Weber County known as The Highlands at Wolf Creek was subjected to certain covenants, conditions, and restrictions as contained in the Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek recorded in the Recorder's Office for Weber County, Utah on June 6, 2002 as Entry No. 1853135 ("Declaration");

B. The Declaration was amended by: (1) an instrument recorded on August 28, 2003 as Entry No. 1969682; (2) an instrument entitled Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Resort Subdivision Eden, Utah recorded on July 6, 2004 as Entry No. 2041907; (3) an instrument recorded on November 4, 2004 as Entry No. 2066459; (4) an instrument entitled Fourth Amendment and Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Subdivision recorded on March 5, 2005 as Entry No. 2092060; (5) an instrument entitled Fifth Amendment and Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Subdivision recorded on April 28, 2005 as Entry No. 2099817; (6) an instrument entitled Sixth Amendment and Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Subdivision recorded on January 6, 2006 as Entry No. 2153248; and (7) an instrument entitled Seventh Amendment and Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Subdivision recorded on August 17, 2006 as Entry No. 2201349;

C. This Amendment shall be binding against the property described in "Exhibit A";

D. This Amendment is intended to preserve and protect the investment made by the Lot Owners at The Highlands, and to improve the efficient and effective governance and operations of The Highlands at Wolf Creek Homeowners Association, Inc. ("Association");

E. This Amendment was duly adopted by the Lot Owners in fulfillment of the requirements set forth in Article VIII, Section 8.5 of the Declaration and the Utah Community Association Act at U.C.A. 57-8a-104 to which The Highlands and the Association are subject.

AMENDMENT ONE

The opening paragraph of Article III is hereby deleted and is amended and replaced as follows:

"It is the intention and purpose of these Covenants to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors, and general appearance, while at the same time allowing for diversity in style and design appropriate for the mountain setting. To accomplish this goal, the Architectural Committee has been established, which is empowered to oversee and enforce the architectural design and construction standards and guidelines set forth in or created pursuant to this Declaration."

AMENDMENT TWO

Article III, Section 3.1 is hereby deleted and amended and replaced as follows:

"3.1. Architectural Committee (AC). The Architectural Committee shall consist of a minimum of three (3) and a maximum of five (5) individuals, one (1) of whom, in the sole discretion of the Board, may be a consultant architect/home design professional retained by the Board. The consultant architect/home design professional member of the Architectural Committee shall serve until replaced by the Board. The remaining Architectural Committee positions shall be elected at the annual meeting of the Association by the Members and shall each serve for three (3) year terms. To achieve a staggered rotation of Architectural Committee members, at the first annual meeting following the recording of this provision with the Weber County recorder's office, one (1) Architectural Committee position shall be a term of one (1) year, one (1) Architectural Committee position shall be a term of two (2) years, and the remaining Architectural Committee positions shall be for terms of three (3) years. Following such annual meeting, all Architectural Committee elections shall be for three (3) year terms. In the event that the Members do not elect the Architectural Committee, the Architectural Committee members may be appointed by the Board for the same three (3) year term. A member of the Architectural Committee may resign at any time by giving written notice to the Board. Any vacancies resulting from the death or resignation of a member of the Architectural Committee may be filled by the Board until the next annual meeting, at which time the vacant position shall be filled by election of the Members. Business conducted and decisions made by the Architectural Committee shall first require the presence of a quorum, which shall be at least three (3) of the then Architectural Committee members, one of which shall be the consultant architect/home design professional. If for any reason a quorum cannot be reached during the deadline period to review a Member's submitted plans, the Board may appoint one (1) or two (2) Ad Hoc Architectural Committee members to serve on the Architectural Committee for that specific plan review meeting so a quorum can be reached in order to facilitate the review process in a timely manner."

AMENDMENT THREE

Article III, Section 3.2, subsection (a) is hereby deleted and amended and replaced as follows:

"3.2. a. Plans Submitted. Plans for all construction subject to Architectural Committee approval must be submitted to the Architectural Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling Unit and all other structures to be built, and include: detailed drawings of all elevations of all structures showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and samples thereof, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. The Architectural Committee shall create design guidelines for the Subdivision ("Design Guidelines"), and all construction must comply therewith. The Design Guidelines, and any changes thereto, must be approved by the Board. It shall be the responsibility of each Owner to obtain a copy of the Design Guidelines from the Architectural Committee. The landscape plan must also include the identification and placement of the minimum number of trees and plants and the minimum height requirement from the recommended list of plant species as set forth in the Design Guidelines. In the case of an addition or modification of an existing structure, the Architectural Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition."

AMENDMENT FOUR

Article V, Section 5.7 is hereby deleted and amended and replaced as follows:

"5.7 Fire Sprinkles. All Dwelling Units shall be equipped with an automatic fire sprinkler system as required by Weber County or any political subdivision, agency, or department of Weber County. Each fire sprinkler system shall comply with the specifications adopted by Weber County for residential fire sprinkler systems. In the absence of Weber County specifications, each fire sprinkler system shall comply with standard 13-D of the National Fire Protection Association for residential applications."

AMENDMENT FIVE

Article VIII, Section 8.1 is hereby deleted and amended and replaced as follows:

"8.1 Compliance, Enforcement, and Remedies

(a) Every Owner and occupant of a Lot shall comply with the Covenants, By-Laws, and any rules and regulations (collectively "Governing Documents") promulgated by the Trustees or Architectural Committee.

(b) *Any single or continuing violation of the Governing Documents may be enjoined in an action brought by the Association through its Trustees as further outlined in Section 2.1, or any Owner. In any action brought to enforce the Governing Documents, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and court costs.*

(c) *Enforcement remedies include, without limitation:*

(i) *imposing monetary fines pursuant to a schedule of fines established by the Trustees or Architectural Committee which shall be the personal obligation of such Owner and shall be secured by a lien that may be foreclosed as provided in the Utah Community Association Act;*

(ii) *bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both;*

(iii) *suspending an Owner's right to vote;*

(iv) *suspending an Owner's right to use recreational facilities within the Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;*

(v) *suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association;*

(vi) *exercising self-help or taking action to abate any violation of the Governing Documents;*

(vii) *requiring an Owner, at its own expense, to remove any Improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Trustees or Architectural Committee or its designee shall have the right to enter the Lot, abate the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass;*

(viii) *without liability to any individual, preventing any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Architectural design and construction standards and guidelines from continuing or performing any further activities in the Project; and*

(ix) *levying specific assessments against the violating Owner to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents, including the Architectural design and construction standards and guidelines.*

(d) *The failure to take enforcement action shall not be construed as a waiver of the Governing Documents in the future or against other similar violations.*

(e) *Any monetary fines levied shall be paid within (30) days after notice thereof is issued and there shall be added thereto reasonable attorneys' fees (whether or not legal action is commenced), and if legal action is commenced, the costs of such action.*

(f) *All unpaid assessments and fines shall be subject to interest at the rate of 18% per annum, and may be subject to a late fee pursuant to resolution of the Trustees."*

AMENDMENT SIX

Article VIII, Section 8.5 is hereby deleted and amended and replaced as follows:

"8.5 Amendment. Except as otherwise provided herein, this Declaration may be amended only upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. Amendments to the Declaration shall be proposed by either a majority of the Trustees or by Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Any amendment(s) shall be effective upon recordation in the office of the recorder of Weber County, State of Utah. In such instrument the Trustees shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature shall be required."

AMENDMENT SEVEN

Article VIII, Section 8.8 is hereby deleted and amended and replaced as follows:

"8.8 Notices. Any notice to be given to an Owner or the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:

(a) Notice to an Owner shall be delivered personally, by email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice so deposited in the mail shall be deemed delivered 72 hours after mailing. Any notice delivered by email shall be deemed delivered when sent. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

(b) The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner(s) in any manner that this Section 8.8 allows, shall be deemed conclusive proof of such delivery.

EXHIBIT A

Legal Descriptions and Parcel Numbers

All of Phase I through Phase IX of The Highlands at Wolf Creek. Also, The Highlands at Wolf Creek Phase II 1st and 2nd Amendments.

The Weber County Parcel numbers within Phase I through Phase IX of The Highlands at Wolf Creek are the following:

22-194-0001 to 22-194-0009	22-194-0001 thru 0009 -
22-195-0001 to 22-195-0008	22-195-0001 thru 0008 -
22-206-0001 to 22-206-0015	22-206-0001
22-214-0001 to 22-214-0010	22-206-0003 thru 0005 -
22-219-0001 to 22-219-0019	22-206-0008 thru 0010 -
22-226-0001 to 22-226-0011	22-206-0013 thru 0015 -
22-233-0001 to 22-233-0012	22-214-0001 thru 0010 -
22-234-0001 to 22-234-0016	22-219-0001 thru 0019 -
22-247-0001 to 22-247-0010	22-226-0001 thru 0011 -
22-248-0001 to 22-248-0009	22-233-0001 thru 0012 -
22-249-0001 to 22-249-0011	22-234-0001 thru 0016 -
22-250-0001 to 22-250-0010	22-247-0001 thru 0010 -
22-267-0001 to 22-267-0006	22-248-0001 thru 0009 -
22-310-0001	22-249-0001 thru 0011 -
22-310-0002	22-250-0001 thru 0010 -
22-312-0001	22-267-0001 thru 0006 -
	22-310-0001 & 0002 -
	22-312-0001 -