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LEANN H KILTS, WEBER COUNTY RECORDER  
30-JUL-21 3:23 PM FEE \$310.00 DEP DC  
REC-FOR: HIGHLANDS @ WOLF CREEK

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

This NINTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT WOLF CREEK ("**Ninth Amendment**") is made and executed by the Highlands at Wolf Creek Homeowners Association, Inc., a Utah nonprofit corporation ("**Association**") 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 located in the residential subdivision known as The Highlands at Wolf Creek was subjected to certain covenants, conditions, and restrictions as contained in that certain Declaration of Covenants, Conditions and Restrictions for the The Highlands at Wolf Creek, which was recorded in the Recorder's Office for Weber County, Utah on June 6, 2002 as Entry No. 1853135 ("**Declaration**" or the "**Original CC&Rs**");
- B. The Declaration was previously amended by:
- (1) an instrument for Phase 2 Subdivision recorded on August 28, 2003 as Entry No. 1969682 ("**First Amendment**");
  - (2) an instrument entitled Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Resort Subdivision Eden, Utah for Phase 3 Subdivision recorded on July 6, 2004 as Entry No. 2041907 ("**Second Amendment**");
  - (3) an instrument for Phase IV Subdivision recorded on November 4, 2004 as Entry No. 2066459, and an instrument for Phase IV Subdivision recorded on March 17, 2005 as Entry No. 2091669 (collectively, the "**Third Amendment**");
  - (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 21, 2005 as Entry No. 2092060 ("**Fourth Amendment**");
  - (5) an instrument for Phase V Subdivision recorded on March 24, 2005 as Entry No. 2092847, and an instrument for Phase VI 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 (collectively, the "**Fifth Amendment**");

(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 ("**Sixth Amendment**");

(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 ("**Seventh Amendment**"); and

(8) an instrument entitled Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek recorded on November 7, 2012 as Entry No. 2604661 ("**Eighth Amendment**").

- C. This Ninth Amendment shall be recorded and binding against the entirety of the real property that is subject to and encumbered by the Declaration, as amended and supplemented, which includes the real property described under Exhibit A (the "**Property**") which is attached to and made part of this Ninth Amendment.
- D. The purpose of this Ninth Amendment is to preserve and protect the investment made by the Lot Owners of The Highlands at Wolf Creek by modifying the permitted square footage of garages.
- E. This Ninth 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. S7-8a-104 which governs the Association and the Declaration and any amendments or supplements thereto.

NOW, THEREFORE, the Association hereby declares as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Ninth Amendment in their entirety and shall be considered prima facie evidence of the facts, statements and documents referred to therein.

2. Definitions. Capitalized terms shall have the definitions or meanings as set forth in this Ninth Amendment, and any capitalized term that is not defined in this Ninth Amendment shall have the meaning set forth in the Declaration, as amended by the Prior Amendments and this Ninth Amendment:

2.1 "**Official Records**" means the Official Records of the Weber County Recorder, State of Utah.

2.2 "**Prior Amendments**" collectively means and refers to the Eighth Amendment and all "**Prior Amendments**" referenced in the Seventh Amendment.

3. Number of Buildings. Article V, Section 5.1 is deleted in its entirety and replaced with the following:

**“5.1. Number of Buildings.** Only one Dwelling Unit may be constructed on each Lot. All Dwellings shall have an attached garage. No other storage building, outbuilding or habitable structure shall be permitted on any Lot.”

4. Building Size. Article V, Section 5.3 is deleted in its entirety and replaced with the following:

**“5.3. 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 under the list of **“Maximum Total Floor Areas”** that is attached to and made part of this Declaration as 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. Garage size should be in proportion to the Dwelling Unit. Any Dwelling Unit may include a garage of up to 1,000 square feet. No Dwelling Unit may include a garage that exceeds 1,500 square feet. The square footage of any garage may be up to 25% of the square footage of the Floor Area of the Dwelling Unit to which it is attached, provided the garage square footage does not exceed 1,500 square feet.”

5. Maximum Total Floor Area. Exhibit C to the Declaration (as referenced under Section 5.3 of the Original CC&Rs as amended by the Prior Amendments) is hereby replaced, in its entirety, with the list of **“Maximum Total Floor Areas”** that is attached to and made part of this Declaration as Attachment 1.

6. Prior Amendments. This Ninth Amendment shall supersede any provisions of any Prior Amendments that may have revised or clarified Section 5.3 of the Declaration.

7. Effect of Ninth Amendment. In the event of any conflict between the provisions of this Ninth Amendment and any provisions of the Declaration, the terms of this Ninth Amendment shall control. All other terms of the Declaration that are not modified by this Ninth Amendment shall remain unchanged. Except as set forth in this Ninth Amendment, the Declaration is ratified and affirmed in its entirety. This Ninth Amendment shall be recorded against the entire Property in the Recorder's Office and is intended to and shall be deemed to run with the land and, together with the Declaration, shall inure to the benefit of and be binding upon, all successors, assigns, heirs, legal representatives and lienholders of all Lots and Dwelling Units, as well as the Owners of any such Lots and Dwelling Units.

8. Effective Date. This Ninth Amendment shall become effective immediately upon its recordation in the Recorder's Office.

**CERTIFICATION**

This Ninth Amendment was duly approved by the Lot Owners as set forth in Section 8.5 of the Declaration and the Utah Community Association Act at U.C.A. 57-8a-104

EXECUTED this 29 day of July, 2021.

Highlands at Wolf Creek Homeowners Association, Inc.,  
a Utah nonprofit corporation

Brian Hockridge  
Authorized Member of Association Board of Trustees

STATE OF UTAH )  
 ) SS:  
COUNTY OF WEBER )

On the 29 day of July 2021, personally appeared before me Brian Hockridge who by me being duly sworn, did say that he/she is a member of the Board of Trustees of The Highlands at Wolf Creek Homeowners Association, Inc., that he/she is authorized by the Board of Trustees to execute this amendment, and that the foregoing statements are true and accurate to the best of his/her knowledge.

[Signature]  
Notary Public



Exhibit A  
to  
Ninth Amendment  
to  
Declaration of Covenants, Conditions and Restrictions for the Highlands at Wolf Creek

Legal Description of Property

ALL OF LOTS 1 THROUGH 16, THE HIGHLANDS AT WOLF CREEK PHASE 1, WEBER COUNTY, UTAH.

ALL COMMON AREA WITHIN THE HIGHLANDS AT WOLF CREEK PHASE 1,WEBER COUNTY, UTAH

Weber County Parcel Nos. 22-194-0001, 22-194-0002, 22-194-0003, 22-194-0004, 22-194-0005, 22-194-0006, 22-194-0007, 22-194-0008 and 22-194-0009

Weber County Parcel Nos. 22-195-0001, 22-195-0002, 22-195-0003, 22-195-0004, 22-195-0005, 22-195-0006, 22-195-0007 and 22-195-0008

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ALL OF LOTS 17, 19, 20, 21, 24, 25, 26, 29 and 30, THE HIGHLANDS AT WOLF CREEK PHASE 2, WEBER COUNTY, UTAH

ALL OF LOT 141, THE HIGHLANDS AT WOLF CREEK PHASE 2, 1<sup>ST</sup> AMENDMENT, WEBER COUNTY, UTAH

ALL OF LOTS 142 and 143, THE HIGHLANDS AT WOLF CREEK PHASE 2, SECOND AMENDMENT, WEBER COUNTY, UTAH

ALL COMMON AREA WITHIN THE HIGHLANDS AT WOLF CREEK PHASE 2,WEBER COUNTY, UTAH

Weber County Parcel Nos. 22-206-0001, 22-206-0003, 22-206-0004, 22-206-0005, 22-206-0008, 22-206-0009, 22-206-0010, 22-206-0013, 22-206-0014 and 22-206-0015

Weber County Parcel Nos. 22-310-0001 and 22-310-0002

Weber County Parcel Nos. 22-312-0001

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ALL OF LOTS 31 THROUGH 40, THE HIGHLANDS AT WOLF CREEK PHASE 3, WEBER COUNTY,  
UTAH.

Weber County Parcel Nos. 22-214-0001, 22-214-0002, 22-214-0003, 22-214-0004, 22-214-0005,  
22-214-0006, 22-214-0007, 22-214-0008, 22-214-0009 and 22-214-0010

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ALL OF LOTS 41 THROUGH 58, THE HIGHLANDS AT WOLF CREEK PHASE 4, WEBER COUNTY,  
UTAH

ALL OF THE COMMON AREA, THE HIGHLANDS AT WOLF CREEK PHASE 4, WEBER COUNTY, UTAH

Weber County Parcel Nos. 22-219-0001, 22-219-0002, 22-219-0003, 22-219-0004, 22-219-0005,  
22-219-0006, 22-219-0007, 22-219-0008, 22-219-0009, 22-219-0010, 22-219-0011,  
22-219-0012, 22-219-0013, 22-219-0014, 22-219-0015, 22-219-0016, 22-219-0017,  
22-219-0018 and 22-219-0019

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ALL OF LOTS 59 THROUGH 68, THE HIGHLANDS AT WOLF CREEK PHASE 5, WEBER COUNTY,  
UTAH

ALL OF THE COMMON AREA, THE HIGHLANDS AT WOLF CREEK PHASE 5, WEBER COUNTY, UTAH

Weber County Parcel Nos. 22-226-0001, 22-226-0002, 22-226-0003, 22-226-0004, 22-226-0005,  
22-226-0006, 22-226-0007, 22-226-0008, 22-226-0009, 22-226-0010 and 22-226-0011

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ALL OF LOTS 69 THROUGH 96, THE HIGHLANDS AT WOLF CREEK PHASE 6, WEBER COUNTY,  
UTAH

Weber County Parcel Nos. 22-233-0001, 22-233-0002, 22-233-0003, 22-233-0004, 22-233-0005,  
22-233-0006, 22-233-0007, 22-233-0008, 22-233-0009, 22-233-0010, 22-233-0011, and  
22-233-0012

Weber County Parcel Nos. 22-234-0001, 22-234-0002, 22-234-0003, 22-234-0004, 22-234-0005,  
22-234-0006, 22-234-0007, 22-234-0008, 22-234-0009, 22-234-0010, 22-234-0011,  
22-234-0012, 22-234-0013, 22-234-0014, 22-234-0015 and 22-234-0016

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ALL OF LOTS 97 THROUGH 114, THE HIGHLANDS AT WOLF CREEK PHASE 7, WEBER COUNTY,  
UTAH

ALL COMMON AREA WITHIN (THE) HIGHLANDS AT WOLF CREEK PHASE 7, WEBER COUNTY,  
UTAH

Weber County Parcel Nos. 22-247-0001, 22-247-0002, 22-247-0003, 22-247-0004, 22-247-0005,  
22-247-0006, 22-247-0007, 22-247-0008, 22-247-0009 and 22-247-0010

Weber County Parcel Nos. 22-248-0001, 22-248-0002, 22-248-0003, 22-248-0004,  
22-248-0005, 22-248-0006, 22-248-0007, 22-248-0008 and 22-248-0009

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ALL OF LOTS 115 THROUGH 135, THE HIGHLANDS AT WOLF CREEK PHASE 8, WEBER COUNTY,  
UTAH

Weber County Parcel Nos. 22-249-0001, 22-249-0002, 22-249-0003, 22-249-0004, 22-249-0005,  
22-249-0006, 22-249-0007, 22-249-0008, 22-249-0009, 22-249-0010 and 22-249-0011

Weber County Parcel Nos. 22-250-0001, 22-250-0002, 22-250-0003, 22-250-0004,  
22-250-0005, 22-250-0006, 22-250-0007, 22-250-0008, 22-250-0009 and 22-250-0010

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ALL OF LOTS 136 THROUGH 140, THE HIGHLANDS AT WOLF CREEK PHASE 9, WEBER COUNTY,  
UTAH

ALL OF THE COMMON AREA, THE HIGHLANDS AT WOLF CREEK PHASE 9, WEBER COUNTY, UTAH

Weber County Parcel Nos. 22-267-0001, 22-267-0002, 22-267-0003, 22-267-0004, 22-267-0005  
and 22-267-0006

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ALL OF THE COMMON AREA OF THE HIGHLANDS AT WOLF CREEK PHASE 8 1<sup>ST</sup> AMENDMENT,  
WEBER COUNTY, UTAH

Weber County Parcel Nos. 22-361-0001

**Attachment 1**  
to  
**Ninth Amendment**  
to  
**Declaration of Covenants, Conditions and Restrictions for the Highlands at Wolf Creek**

**Exhibit C**  
**Maximum Total Floor Areas**

The maximum total Floor Area for each Dwelling Unit located on each Lot, as referred to in the Declaration to which this Exhibit C is attached to and made part of, is set forth below.

Lot No.	Maximum Floor Area (sq.ft.)	Lot No.	Maximum Floor Area (sq.ft.)	Lot No.	Maximum Floor Area (sq.ft.)	Lot No.	Maximum Floor Area (sq.ft.)
1	5,500	26	5,500	50	4,500	72	10,000
2	5,500	29	7,000	51	4,500	73	6,000
3	5,500	30	7,000	52	4,500	74	6,000
4	5,000	31	4,500	53	4,500	75	6,000
5	4,500	32	4,500	54	5,000	76	7,000
6	4,500	33	5,000	55	4,500	77	5,000
7	5,500	34	4,500	56	3,500	78	5,000
8	5,500	35	4,500	57	3,500	79	5,000
9	5,500	36	5,500	58	8,000	80	5,000
10	6,000	37	8,000	59	5,000	81	5,000
11	6,000	38	7,000	60	5,000	82	5,000
12	6,000	39	5,500	61	6,000	83	5,000
13	6,500	40	5,500	62	8,000	84	10,000
14	7,000	41	4,500	63	7,500	85	7,000
15	7,000	42	4,500	64	6,000	86	5,000
16	7,000	43	6,500	65	6,000	87	6,500
17	6,500	44	10,000	66	5,000	88	7,000
19	5,000	45	5,000	67	10,000	89	5,000
20	5000	46	4,500	68	10,000	90	10,000
21	4500	47	5,500	69	8,000	91	5,000
24	6,000	48	10,000	70	10,000	92	5,000
25	5,000	49	8,000	71	10,000	93	5,000



Lot No.	Maximum Floor Area (sq.ft.)	Lot No.	Maximum Floor Area (sq.ft.)	Lot No.	Maximum Floor Area (sq.ft.)	Lot No.	Maximum Floor Area (sq.ft.)
94	8,000	109	4,000	124	8,000	139	4,500
95	8,000	110	6,500	125	10,000	140	4,500
96	8,000	111	4,500	126	5,500	141	14,000
97	6,000	112	5,500	127	7,000	142	6,000
98	5,500	113	5,500	128	6,500	143	7,000
99	4,000	114	4,000	129	4,500		
100	4,000	115	4,500	130	4,000		
101	4,500	116	4,500	131	4,000		
102	4,500	117	4,500	132	4,500		
103	4,000	118	3,500	133	4,500		
104	7,000	119	3,500	134	4,500		
105	6,000	120	6,000	135	5,000		
106	6,000	121	5,000	136	4,500		
107	4,500	122	6,500	137	5,500		
108	4,000	123	4,000	138	4,500		