

Recording requested by:
Trappers Ridge Homeowners Association
5801 E Elkhorn Drive
Eden, UT 84310



W3277834

For recorder's use only

**FIRST AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAPPERS RIDGE HOMEOWNERS ASSOCIATION**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAPPERS RIDGE HOMEOWNERS ASSOCIATION ("**Amendment**") is made by the Trappers Ridge Homeowners Association, Inc., a Utah domestic nonprofit corporation ("**Association**").

RECITALS

- DS A. On December 14, 2018, the President and Secretary of the Association executed that certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trappers Ridge Homeowners Association," which was recorded in the Weber County Recorder's Office on December 17, 2018 as Entry No. 2957404 (the "**Declaration**") so as to encumber the entire Project.
- B. Section 10.1.4 of the Declaration provides for "Weighted Sizes and Percentage of Assessments," under which the Weighted Size of each Dwelling is used to determine the Percentage of Assessments to be paid by such Dwelling.
- C. The Association has elected to revise Section 10.1.4 of the Declaration to impose uniform Assessments against each Dwelling, regardless of the size of any Dwelling. Accordingly, the purpose of this Amendment is to eliminate from the Declaration any and all references to Weighted Sizes and Percentage of Assessments.
- D. The Association has also elected to make additional minor changes to certain provisions of the Declaration pertaining to easements and the delivery of notices, as more particularly set forth in this Amendment.
- E. This Amendment shall be recorded against the entirety of the Project, which, as of the date of the recording of this Amendment, includes all of the real property identified and described in the legal description attached to and made part of this Amendment as Exhibit "A".

NOW, THEREFORE, the Association hereby declares as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Amendment in their entirety.

6. Easements – Utility Infrastructure. Section 13.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

13.3 Utility Infrastructure. Subject to the Governing Documents, and subject to the terms and conditions of any document that may be recorded by the Association against the Common Area, each Owner shall have a limited, non-exclusive easement across and under his or her Lot and the Common Area located adjacent to his or her Lot for the purpose of installing, repairing or maintaining Utility Infrastructure that services his or her Lot. Access to adjacent Common Area shall be limited to reasonable time and with reasonable notice to the Board, as may be further specified in any document that may be recorded by the Association against the Common Area. Each Owner shall, at his or her sole expense, restore the Common Area to the same or better condition as prior to the commencement of such work. All such work shall be performed in a timely fashion and in accordance with any applicable provisions of the Governing Documents, any applicable building and safety codes, and the terms and conditions of any document that may be recorded by the Association against the Common Area.

7. Declaration of Annexation. Section 19.1.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

19.1.5 Declaration of Annexation. The annexation of all or any portion of the Additional Land into the Project shall be accomplished by the recording a Declaration of Annexation with the Recorder's Office. The Declaration of Annexation shall be signed by an authorized manager or member of the Declarant.

The Board shall have the right to review and make reasonable revisions to the Declaration of Annexation, but neither the Board, nor the Association, nor any Owner shall have the right to prevent the Declarant from annexing all or any portion of the Additional Land into the Project. The Declaration shall include a statement that the Association has approved the form and content of the Declaration of Annexation. The Association's President shall execute the Declaration of Annexation as confirmation that the Association has approved the form and content of the Declaration of Annexation.

8. Assessments – Declarant. Section 19.7 of the Declaration is hereby deleted in its entirety and replaced with the following:

19.7 Assessments.

With regard to each Vacant Lot that is owned by Declarant, the Declarant shall be required to pay Assessments equal to one-half (50%) of the Assessments that are imposed against the Dwellings. Declarant shall deliver such Assessment payments to the Association no later than the end of the calendar year in which the Assessments were imposed.

Declarant shall pay the entire amount of any Assessments (including Annual Assessments or Special Assessments) that may be imposed against any Lot that is owned by Declarant once construction of a Dwelling has been completed as evidenced by the County's issuance of a certificate of completion or occupancy. The amount of such Assessments shall be calculated as set forth under Section 10.1.4.

An Owner may, by written demand to the Board, require that the Association abstain from delivering any notices to such Owner via email or any other electronic means and require that the Association only deliver notices to such Owner via first-class mail or registered mail.

If a Lot and/or Dwelling is jointly owned or the Lot and/or Dwelling has been sold under a land sale contract, notices shall be sent to a single mail address, of which the Board has been notified in writing by such parties. If no address has been given to the Board in writing, notices shall be sent to the mailing address that appears on the website for the Weber County Assessor's Office for to mailing address for the Owner's Lot and/or Dwelling.

11. Effective Date. This Amendment shall become effective immediately upon its recordation in the official records of the Weber County Recorder's Office.

12. Capitalized Terms. Unless otherwise defined in this Amendment, any capitalized terms used in this Amendment shall be defined as set forth under the Declaration.

13. Effect of Amendment. To the extent the terms of this Amendment in any way modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration that are not modified by this Amendment shall remain unchanged. This Amendment shall be recorded against the entire Project in the Office of the Weber County Recorder and is intended to and shall be deemed to run with the land and, together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of all Owners of any Units.

IN WITNESS WHEREOF, the Board has caused this Amendment to be executed, on behalf of the Association, by its duly executed officers on the 25 day of FEBRUARY, 2022.

TRAPPERS RIDGE HOMEOWNERS ASSOCIATION, INC.,
a Utah domestic nonprofit corporation

By: Don Steinfeld 1/25/2023
Name: Don Steinfeld
Title: President

By: Elizabeth Jennings
Name: Elizabeth Jennings
Title: ~~Secretary~~ Treasurer

Exhibit "A" (continued)

All of Lots 601 through 605 as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 6, 1st Amendment, which was recorded on September 23, 2020, as Entry No. 3087116 in Book 88 at Page 83 of the Official Records of the Recorder's Office of Weber County, State of Utah.

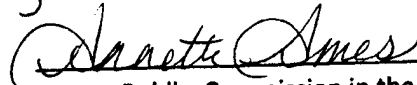
All of Lot 606 and all of Common Area U as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 6, 2nd Amendment, which was recorded on November 25, 2020, as Entry No. 3104691 in Book 89 at Page 41 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 130 through 134 and all of Common Area O as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 7A, which was recorded on July 14, 2020, as Entry No. 3068600 in Book 88 at Page 20 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 135 through 139 and all of Common Area P as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 7B, which was recorded on November 3, 2020, as Entry No. 3098522 in Book 89 at Page 13 of the Official Records of the Recorder's Office of Weber County, State of Utah.

State of Utah)
 ss:
County of Weber)

Subscribed, sworn to, and acknowledged before me by Don Stefanik, and subscribed and sworn before me by, this 25 day of January, 2023.



Notary Public, Commission in the State of Utah
(Seal)

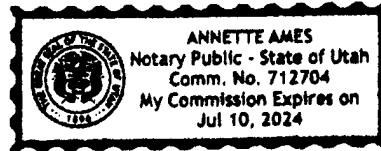


Exhibit "A"
to
First Amendment to Amended and Restated
Declaration of Covenants, Conditions and Restrictions
for Trappers Ridge Homeowners Association

Legal Description

All of Lots 1 through 13 and all Common Area as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 1, which was recorded on October 30, 2002, as Entry No. 1885575 in Book 56 at Page 87 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 14 through 26 and the Club House and all Common Area as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 2, which was recorded on February 10, 2004, as Entry No. 2010626 in Book 59 at Page 24 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Common Area C as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 2, 1st Amendment, which was recorded on October 11, 2019, as Entry No. 3009533 in Book 86 at Page 43 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 27 through 45 and all Common Area as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 3, which was recorded on August 18, 2004, as Entry No. 2050968 in Book 60 at Page 24 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 46 through 68 and all Common Area as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 4, which was recorded on April 28, 2005, as Entry No. 2099635 in Book 61 at Page 60 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 69, 71, 72, 73, 75 and 78, and Lots 80 through 109 and all of Common Areas J, K & L as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 5, which was recorded on August 10, 2005, as Entry No. 2121629 in Book 62 at Page 23 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 501 through 505 and all of Common Area S as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 5, 1st Amendment, which was recorded on September 23, 2020, as Entry No. 3087114 in Book 88 at Page 82 of the Official Records of the Recorder's Office of Weber County, State of Utah.

All of Lots 110 through 113, all of Lots 120 through 129 and all of Common Area M as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 6, which was recorded on July 17, 2006, as Entry No. 2194026 in Book 64 at Page 29 of the Official Records of the Recorder's Office of Weber County, State of Utah.

Exhibit "A"

Declarant shall not be required to pay any Assessments whatsoever in connection with all or any portion of the Additional Land until such time as all or a portion of the Additional Land has been annexed into the Project. From that point forward, the Declarant shall, as set forth above, pay Assessments on any Lots that are owned by Declarant in any Phase(s) from the Additional Land that have been annexed into the Project.

9. Elimination of Exhibit "B". Exhibit "B" of the Declaration (Weighted Sizes and Percentage of Assessments) is hereby deleted in its entirety, and shall have no applicability or enforceability whatsoever.

10. Delivery of Notices to the Owners. Section 22.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

22.3 Delivery of Notices to the Owners.

Pursuant to Section 57-8a-214 of the Community Act, except as otherwise specifically permitted under any provision of this Declaration or the Bylaws or except as otherwise required under the Acts, the Association may send notices to Owners via first-class mail, registered mail or email.

The Association may also post notices on the Association's website (if any), but only if such notice has also been delivered to the Owners via first-class mail, registered mail or email. The Association may not utilize the Association's website as the sole means of delivering notices to the Owners. The Association may not utilize text messaging or any other electronic transmission (as that term is defined under Section 16-6a-102 of the Nonprofit Corporation Act) to deliver notices.

Each Owner must provide the Secretary of the Association with an email address which the Association may use for electronic delivery of certain notices. Each Owner shall also provide the Secretary of the Association with a mailing address at which the Association may mail any notices that, pursuant to the provisions of this Declaration, the Bylaws or the Acts, may not be electronically delivered. The Secretary of the Association shall maintain each Owner's email address and mailing address in the Association's ownership records.

Any notice that is sent via first-class mail or registered mail shall be sent to the mailing address that is on file with the Association. Any notice that is delivered via first-class mail shall be deemed to have been delivered five (5) business days after a copy has been deposited in the United States mail, postage prepaid.

If an Owner has not provided the Association with a mailing address, any notices the Association wishes to mail to that Owner shall be delivered via first-class mail or registered mail to both (A) the mailing address for such Owner that is published on the Weber County Assessor's Office website and (B) the physical address of such Owner's Lot/Dwelling (if the two addresses are different).

2. Bylaws – Exhibit “C”. The Declaration erroneously refers to the Bylaws as Exhibit “B.” In order to correct this error, Section 1.10 of the Declaration is hereby deleted in its entirety and replaced with the following:

1.10 “Bylaws” means the Bylaws of the Association, as they may be amended from time to time, which are attached to and made part of this Declaration as Exhibit “C”.

3. Bylaws – Exhibit “C”. Subsection 3.5.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

3.5.1 Adoption of Bylaws

Bylaws for administration of the Association and the Project and for other purposes not inconsistent with the Acts or with the intent of this Declaration, have been adopted by the Association and a copy of such Bylaws is attached to and made part of this Declaration as Exhibit “C”.

4. Allocation of Assessments. Section 10.1.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

10.1.4 Allocation of Assessments.

10.1.4.1 Annual/Special Assessments – Dwellings. Annual Assessments and Special Assessments shall be equally imposed against each Dwelling.

10.1.4.2 Annual/Special Assessments – Vacant Lots. The Owner of any Vacant Lot (regardless of whether or not such Owner is the Declarant or any successor or assign of the Declarant) shall pay Fifty Percent (50%) of the amount of any Annual Assessment or any Special Assessment that is imposed against the Dwellings.

10.1.4.3 Reimbursement Assessments. The provisions of this Section 10.1.4 shall not apply to any Reimbursement Assessments.

5. Easements – In General. Section 13.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

13.1 In General. As more particularly set forth in the Plat Maps, a nonexclusive easement exists upon, across, over and under certain portions of the Project for the installation, replacement, repair, and maintenance of utilities, including, without limitation, water, sewer, telephone, Internet, electricity and other utility services. The use of such easement is subject to any document(s) that may be recorded by the Association against the Common Area.