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E# 3279469 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
11-Apr-23 0456 PM FEE \$328.00 DEP RC
REC FOR: MILLER HARRISON LLC
ELECTRONICALLY RECORDED

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

This TENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT WOLF CREEK (“Tenth 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 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 “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. 209060 (“Fourth Amendment”);
 - (5) An instrument for Phase V Subdivision recorded on March 24, 2005, a 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 not Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Subdivision recorded on August 17, 2006 as Entry No. 2153248 (“Sixth Amendment”);
 - (8) An instrument entitled Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Subdivision recorded on November 7, 2012 as Entry No. 2604661 (“Eighth Amendment”);

(9) An instrument entitled Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Highlands at Wolf Creek Subdivision recorded on July 30, 2021, as Entry No. 3172157 (“Ninth Amendment”).

- C. This Tenth 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 Tenth Amendment.
- D. The purpose of this Tenth Amendment is to increase the minimum days from seven (7) to thirty (30) for short-term rentals and to prohibit fractional ownership within the Association.
- E. This Tenth 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. 7-8a-104 which governs the Association and the Declaration and any amendments or supplements thereto.

NOW, THEREFORE, the Association hereby declares as follows:

1. Section 4.7 No Re-Subdivision shall be amended in its entirety to read as follows:

4.7. No Re-Subdivision. No Lot may be re-subdivided without the consent of the Architectural Committee as well as all governmental agencies with jurisdiction in regard thereto. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.

No Lot or Unit shall be split, subdivided, separated, or timeshared into two (2) or more Lots or property interests (whether temporally or spatially), and no Owner of a Lot shall sell a part thereof. No subdivision Plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Lot or Unit. Any Plat or covenants, conditions, or restrictions recorded in violation of this Section shall be null, void, and of no legal effect.

2. Section 4.22 Rental Limitations shall be amended in its entirety to read as follows:

4.22 Rental and Fractional Ownership Limitations. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for boarding house, “bed and breakfast”, or other uses providing accommodations to travelers for periods of less than thirty (30) days. No lease of any Lot shall be for a period of less than thirty (30) days.

Title to a Lot within the Project may be held or owned by any person or entity, or any combination thereof, in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common, but no Lot shall be owned legally or beneficially by more than three unrelated owners. Timeshares and/or interval ownership of Units are prohibited in the Project.

No Lot or Unit shall be split, subdivided, separated, or timeshared into two (2) or more Lots or property interests (whether temporally or spatially), and no Owner of a Lot shall sell a part thereof. No subdivision Plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Lot or Unit. Any Plat or covenants, conditions, or restrictions recorded in violation of this Section shall be null, void, and of no legal effect.

3. Prior Amendments.

This Tenth Amendment shall supersede any provisions of any Prior Amendments that may have revised or clarified Sections 4.7 or 4.22 of the Declaration.

4. Effect of Tenth Amendment.

In the event of any conflict between the provisions of this Tenth Amendment and any provisions of the Declaration, the terms of this Tenth Amendment shall control. All other terms of the Declaration that are not modified by this Tenth Amendment shall remain unchanged. Except as set forth in this tenth Amendment, the Declaration is ratified and affirmed in its entirety. This Tenth 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 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.

5. Effective Date.

This Tenth Amendment shall become effective immediately upon its recordation in the Recorder's Office.

CERTIFICATION

This Tenth 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.

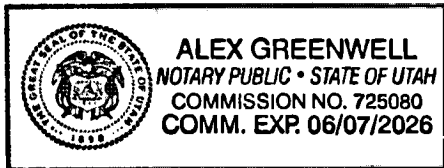
Executed this 11 day of April, 2023.

Highlands at Wolf Creek Homeowners Association, Inc.
A Utah nonprofit Corporation

Betty J. Manaster
Authorized Representative *HOA President*

STATE OF UTAH)
)ss:
COUNTY OF Neber)

On the 11th day of April, 2023, personally appeared before me Betty J. Manaster, who by me being duly sworn, did say that they are an authorized representative of The Highlands at Wolf Creek Homeowners Association, Inc. and that they are authorized to execute this amendment and that the foregoing statements are true and accurate to the best of their knowledge.



Alex Greenwell
Notary Public

Exhibit "A"
Legal Description
(154 total parcels)

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

Parcel Nos. 22-194-0001 through 22-194-0009; 22-195-0001 through 22-195-0008

ALL COMMON AREA AND LOTS 17, 19, 20, 21, 24, 25, 26, 29 and 30, THE HIGHLANDS AT WOLF CREEK PHASE 2, WEBER COUNTY, UTAH and ALL OF LOT 141, THE HIGHLANDS AT WOLF CREEK PHASE 2, 1st AMENDMENT, WEBER COUNTY, UTAH and ALL OF LOTS 142 and 143, THE HIGHLANDS AT WOLF CREEK PHASE 2, SECOND AMENDMENT, WEBER COUNTY, UTAH

Parcel Nos. 22-206-0001; 22-206-0003 through 22-206-0005; 22-206-0008 through 22-206-0010; 22-206-0013 through 22-206-0015; 22-310-0001; 22-310-0002; 22-312-0001

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

Parcel Nos. 22-214-0001 through 22-214-0010

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

Parcel Nos. 22-219-0001 through 22-219-0019

All COMMON AREA AND LOTS 59 THROUGH 68, THE HIGHLANDS AT WOLF CREEK PHASE 5, WEBER COUNTY, UTAH

Parcel Nos. 22-226-0001 through 22-226-0011

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

Parcel Nos. 22-233-0001 through 22-233-0012; 22-234-0001 through 22-234-0016

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

Parcel Nos. 22-233-0001 through 22-233-0012; 22-234-0001 through 22-234-0016

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

Parcel Nos. 22-249-0001 through 22-249-0011; 22-250-0001 through 22-250-0010

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

Parcel Nos. 22-267-0001 through 22-267-0006

ALL OF THE COMMON AREA OF THE HIGHLANDS AT WOLF CREEK PHASE 8 1st AMENDMENT, WEBER COUNTY, UTAH

Parcel Nos. 22-361-0001