

When Recorded, Mail To: :
:
Dennis K. Poole, Esq. :
POOLE & ASSOCIATES, L.C. :
4543 South 700 East, Suite 200 :
Salt Lake City, UT 84107 :

Space Above for Recorder's Use
AFFECTS THE FOLLOWING PARCELS:
Parcel Nos. _____

**THE SEVENTH AMENDMENT TO THE
DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
TRAPPERS RIDGE AT WOLF CREEK, P.R.U.D.**

(Phase 8)

THIS SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRAPPERS RIDGE AT WOLF CREEK, P.R.U.D. (hereinafter the "Seventh Amendment") is entered into this ____ day of April, 2016, by Eden Village, L.L.C., a Utah limited liability company (hereinafter the "Declarant").

RECITALS:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D., an Expandable Planned Residential Unit Development, was recorded in the Office of the Weber County Recorder on October 30, 2002, as Entry No. 1885577, in Book 2279, beginning at Page 1367 (referred to herein as the "Declaration"), covering the real property more particularly described therein and the first phase of the Trappers Ridge Project (herein the "Project"); and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D. (the "First Amendment"), which was recorded in the Office of the Weber County Recorder on February 10, 2004, as Entry No. 2010627, to annex into the Project additional real property as described in the First Amendment and described therein; and

WHEREAS, the Declaration was amended by that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D. (the "Second Amendment"), which was recorded in the Office of the Weber County Recorder on August 18, 2004, as Entry No. 2050969, to annex into the Project additional real property as described in the Second Amendment and described therein; and

WHEREAS, the Declaration was amended by that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D. (the "Third Amendment"), which was recorded in the Office of the Weber County Recorder on April 28, 2005,

as Entry No. 2099636, to annex into the Project additional real property as described in the Third Amendment and described therein; and

WHEREAS, the Declaration was amended by that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D. (the "Fourth Amendment"), which was recorded in the Office of the Weber County Recorder on August 20, 2005, as Entry No. 2121630, to annex into the Project additional real property as described in the Fourth Amendment and described therein; and

WHEREAS, the Declaration was amended by that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D. (the "Fifth Amendment"), which was recorded in the Office of the Weber County Recorder on July 17, 2006, as Entry No. 2194027, to annex into the Project additional real property as described in the Fifth Amendment and described therein; and

WHEREAS, on or about the ___th day of April, 2016, Declarant and Trappers Ridge Homeowners Association, Inc., a Utah nonprofit corporation (the "Association"), made and executed that certain Sixth Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions of Trappers Ridge, P.R.U.D. (herein the "Sixth Amendment"), which Sixth Amendment was recorded in the office of the County Recorder of Weber County, State of Utah, on the _____th day of _____, 2016, as Entry No. _____, providing the Declarant with additional time to expand the Project and to exercise special rights reserved to the Declarant; and

WHEREAS, paragraph 2.2 of the Declaration provides that the Declarant may annex all or portion of the Additional Land, as described in the Declaration, into the Development; and

WHEREAS, Declarant desires to expand the Development and annex that certain real property described upon Exhibit "A" into the Development, to be known as Phase 8 of the Development, subject to the terms and conditions set forth herein (the "Annexed Property"). Declarant has elected to proceed with Phase 8 prior to filing Phase 7.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Annexed Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions set forth in the Declaration as provided below.

1. Submission. Declarant hereby conveys, transfers and submits the Annexed Property described upon Exhibit "A" attached hereto and incorporated herein by reference, to the covenants, conditions and restrictions set forth in the Declaration. Following the recordation of this Seventh Amendment, the Property which was originally described under the Declaration as Additional Land, shall become part of the Development. The following shall be excluded and reserved from the submission as provided below:

EXCLUDING all water rights but expressly including all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the Annexed Property; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct, maintain or improve a Living Unit on each and every Lot; and (ii) to construct, maintain or improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate; and (iii) to construct, maintain, subdivide and improve the Additional Land at such time and manner as determined by Declarant, whether or not the Additional Land, or a portion thereof, is annexed to the Development. Declarant further reserves the right to have all streets, trails, walkways and utility lines located upon the Additional Land to tie into such streets, walkways, utility lines, etc utilized for the Development, subject to proportionate reimbursement by the Declarant and provided such utilization does not exceed the capacity of utility lines within the Development. If, pursuant to the foregoing reservation, the Annexed Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. The parties shall execute and record a written easement reflecting such perpetual easement. With the exception of such perpetual easements, rights of way and utility tie-ins, the foregoing reservations shall, unless sooner terminated in accordance with their terms, expire fourteen (14) years after the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

2. Plat. Simultaneous with the execution and recordation of this Seventh Amendment, Declarant shall record a subdivision plat for Phase 8 of the Development upon the official records of the Weber County Recorder's Office, State of Utah (the "Phase 8 Plat"). The Phase 8 Plat together with the original Plat, as amended, as described under the Declaration, shall constitute a single plat for the Development.

3. Uniform Rate of Assessment. Exhibit "C" to the Declaration (Lot Size and Assessment Designation) shall be deleted in its entirety and, for all purposes under the Declaration, replaced with Amended Exhibit "C" attached hereto.

4. Conflict. In the event there is any conflict between the terms and conditions of this Seventh Amendment and the Declaration, the terms and conditions of this Seventh Amendment shall control. Capitalized terms which are not defined in this Seventh Amendment shall have the meaning assigned to them in the Declaration.

EXECUTED the day and year first written above.

Declarant:

EDEN VILLAGE, L.L.C., a Utah limited liability company

By:

Russell K. Watts
Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of April, 2016, personally appeared before me Russell K. Watts, who being by me duly sworn did say that he is a Manager of Eden Village, L.L.C., and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its Members and Russell K. Watts duly acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC

EXHIBIT "A"

(Legal Description)

A parcel of land situated in the Southwest Quarter of Section 23, and the Northwest Quarter of Section 23, T.7N, R.1E, of the Salt Lake Base and Meridian, Eden, Weber County, State of Utah, and being more particularly described as follows:

Basis of Bearing:

The North line of the Southwest Quarter of Section 22, T.7N, R.1E, Salt Lake Base and Meridian, monumented on the West by a 3" brass cap, stamped Weber County, and on the East by a 3" brass cap, stamped Weber County, and is considered to bear S89°14'39"E.

Commencing at the center corner of said Section 22, thence S90°00'00"E a distance of 2912.91 feet; thence S00°00'00"E a distance of 2593.95 feet to a point on the East line of Elkhorn Subdivision, Phase 3, said point also being the point of beginning.

Thence along the East line of said Elkhorn Subdivision the following five (5) courses: thence N58°18'49"E a distance of 68.60 feet; thence N38°47'54"E a distance of 172.79 feet; thence N28°21'04"E a distance of 73.83 feet; thence N45°52'46"E a distance of 143.92 feet; thence N55°13'30"E a distance of 124.27 feet to a point on the Southwest line of Elkhorn Subdivision, Phase 4; thence along the Southwest line of said Elkhorn Subdivision the following five (5) courses: thence S64°18'02"E a distance of 143.87 feet; thence S64°05'34"E a distance of 107.47 feet; thence S57°53'09"E a distance of 126.51 feet; thence S49°24'26"E a distance of 63.32 feet; thence S50°06'38"E a distance of 473.72 feet to a point on the North line of Trappers Ridge at Wolf Creek P.R.U.D., Phase 5; thence S88°09'13"W a distance of 37.43 feet along the North line of said Trapper Ridge at Wolf Creek to a point of curvature; thence along said curve to the right whose center bears S55°50'49"W, having a radius of 130.00 feet, a central angle of 29°20'53" and a length of 66.59 feet; thence S04°48'18"E a distance of 43.53 feet to a point on the Northerly right of way line of Big Horn Parkway said point also being point of curvature; thence along said curve to the left, and along said Northerly right of way, whose center bears S01°20'44"W, having a radius of 280.00 feet, a central angle of 12°18'05" and a length of 60.12 feet; thence N04°48'18"W a distance of 43.53 feet to a point of curvature; thence along said curve to the left whose center bears S85°11'42"W, having a radius of 70.00 feet, a central angle of 45°13'22" and a length of 55.25 feet; thence N50°01'39"W a distance of 25.96 feet to a point on the North line of Trappers Ridge at Wolf Creek P.R.U.D., Phase 5; thence S88°09'13"W a distance of 986.20 feet along the North line of said Trapper Ridge at Wolf Creek to a point on the East line of Elkhorn Subdivision, Phase 3 or 6; thence N17°10'22"W a distance of 157.52 feet along the East line of said Elkhorn Subdivision to the point of beginning.

Containing 375,390 square feet or 8,618 acres more or less.

AMENDED EXHIBIT "C"

(See attached.)