

When recorded, return this deed and  
mail tax statements to:  
Trappers Ridge Homeowners Association  
5801 E Elkhorn Drive  
Eden, UT 84310

For recorder's use only

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

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

**RECITALS**

- 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. The Association has elected to adopt and establish a Reinvestment Fee Covenant as more particularly set forth in this Second Amendment.
- C. As required under Article 21 of the Declaration, this Second Amendment has been adopted and approved by an affirmative vote of Owners collectively holding at least sixty-seven (67%) percent of the Owners’ cumulative voting rights.

NOW, THEREFORE, the Association hereby declares as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated into this Second Amendment in their entirety.
- 2. Reinvestment Fee Covenant. Section 10.8 is hereby added to the Declaration as follows:

**10.8 Reinvestment Fee Covenant**

The purpose of this Section 10.8 is to impose a Reinvestment Fee Covenant, as provided under Utah Code Section 57-1-46 (“**Reinvestment Fee Statute**”). Pursuant to the Reinvestment Fee Statute, upon the Transfer of real property, a reinvestment fee may be imposed in order to pay certain homeowner association administrative and maintenance expenses (“**Reinvestment Fee**”).

The Reinvestment Fee may be used by the Association to pay the Association's administrative expenses, including those expenses incurred by the Association in connection with the Transfer of any Dwellings/Lots. As set forth under the Reinvestment Fee Statute, the Reinvestment Fee may also be used to pay for various items including common planning, facilities, infrastructure, open space, recreation amenities, and association expenses.

Accordingly, the Association may use the Reinvestment Fee to (A) pay the Association's costs of administering and maintaining the Common Areas and Common Improvements, (B) pay Common Expenses and/or (C) maintain the Reserve Fund for the repair or replacement of Common Improvements and any other purposes as set forth under the Governing Documents.

10.8.1 As used in this Section 10.8, a "**Transfer**" shall include, without limitation, (1) the conveyance of fee simple title to any Dwelling/Lot, (2) the transfer of any ownership of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation that directly or indirectly owns the transferred Dwelling/Lot, (3) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture or other entity that directly or indirectly owns the transferred Dwelling/Lot.

10.8.2 The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by the Reinvestment Fee Statute.

10.8.3 The Association shall provide notice of the Reinvestment Fee by recording, against the entire Project, a notice ("**Reinvestment Fee Notice**") that complies with the requirements of the Reinvestment Fee Statute. The Reinvestment Fee Notice shall state the amount of the Reinvestment Fee or the manner in which the Reinvestment Fee is to be calculated. Any changes to the amount of the Reinvestment Fee, or the manner in which the Reinvestment Fee is to be calculated, must be approved by a Majority of the Owners.

10.8.4 The Association shall not levy or collect a Reinvestment Fee for any Transfer described below, and the following Transfers shall be exempt from a Reinvestment Fee, except to the extent they are used for the purpose of avoiding the Reinvestment Fee:

- a. Any Transfer made (A) between a majority-owned subsidiary and its parent corporation or between majority-owned subsidiaries of a common parent corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or (B) by a partner, member or joint-venturer to a partnership, limited liability company or a joint venture in which the partner, member or joint venture has not less than a fifty percent (50%) interest, or by a partnership, limited liability company or joint venture to a partner, member or joint venture holding not less than a fifty percent (50%) interest in such partnership, limited liability company or joint venture, in each case for no consideration other than the issuance, cancellation or surrender of the partnership, limited liability company or joint venture interests, as appropriate; or (C) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Dwelling/Lot is transferred generally pro rata to its shareholders and no consideration is paid other

than the cancellation of such corporation's stock; or (D) by a partnership, limited liability company or a joint venture to its partners, members or joint venturers, in connection with a liquidation of the partnership, limited liability company or joint venture or other distribution of property to the partners, members or joint venturers, if the Dwelling/Lot is transferred generally pro rata to its partners, members or joint venturers and no consideration is paid other than the cancellation of the partners', members' or joint venturers' interests; or (E) to a corporation, partnership, limited liability company, joint venture or other association or organization where such entity is owned in its entirety by the persons transferring the Dwelling/Lot and such persons have the same relative interests in the Transferee entity as they had in the Dwelling/Lot immediately prior to such Transfer, and no consideration is paid other than the issuance of each such persons' respective stock or other ownership interests the Transferee entity; or (F) by any person(s) or entity(ies) to any other person(s) or entity(ies), where the party or parties transferring title to the Dwelling/Lot ("**Transferor(s)**") and the party or parties receiving title to the Dwelling/Lot ("**Transferee(s)**") are and remain under common ownership and control as determined by the Board in its sole discretion applied on a consistent basis.

- b. Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives (including the Transferor's spouse), but only if there is no more than nominal consideration for the Transfer. For purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Stepchildren and adopted children shall be recognized as descendants.
- c. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership or in connection with a divorce, except to the extent that additional consideration is paid in connection therewith.
- d. Any Transfer made for the sole purpose of confirming, correcting, modifying, or supplementing a Transfer that was previously recorded.
- e. Any Transfer to secure a debt or other obligation to release property that is security for a debt or other obligation, including transfers in connection with foreclosure of a deed of trust or mortgage or transfers in connection with a deed in lieu of foreclosure.
- f. The subsequent Transfer of a Dwelling/Lot involved in a "tax free" or "tax deferred" exchange under the Internal Revenue Code, wherein the interim owner acquires such Dwelling/Lot for the sole purpose of reselling that Dwelling/Lot within thirty (30) days after the exchange. In these cases, the first Transfer is subject to the Reinvestment Fee, and any subsequent Transfers will only be exempt as long as the Reinvestment Fee has been paid in connection with the first Transfer of such Dwelling/Lot in such exchange.

3. Effective Date. This Second Amendment shall become effective immediately upon its recordation in the Weber County Recorder's Office.

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

5. Effect of Second Amendment. To the extent the terms of this Second Amendment in any way modify or conflict with any provisions of the Declaration, the terms of this Second Amendment shall control. All other terms of the Declaration that are not modified by this Second Amendment shall remain unchanged. This Second Amendment shall be recorded against the entire Project (as described under the legal description that is attached to made part of this Second Amendment as Exhibit "A") 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 any Owners.

IN WITNESS WHEREOF, the Board has caused this Second Amendment to be executed, on behalf of the Association, by its duly executed President and Secretary on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

**NOTARY ACKNOWLEDGMENTS**

STATE OF UTAH            )  
  )  
COUNTY OF WEBER        )

On this \_\_\_\_\_ day of March, in the year 2023, before me \_\_\_\_\_ a notary public, personally appeared \_\_\_\_\_, in his/her capacity as the President of Trappers Ridge Homeowners Association, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_

Name (type or print)

\_\_\_\_\_



STATE OF UTAH            )  
  )  
COUNTY OF WEBER        )

On this \_\_\_\_\_ day of March, in the year 2023, before me \_\_\_\_\_ a notary public, personally appeared \_\_\_\_\_, in his/her capacity as the Secretary of Trappers Ridge Homeowners Association, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_

Name (type or print)

\_\_\_\_\_

My commission expires

\_\_\_\_\_

Exhibit "A"  
to  
Second 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, 1<sup>st</sup> 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, 1<sup>st</sup> 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" (continued)

All of Lots 601 through 605 as shown on Trappers Ridge at Wolf Creek P.R.U.D., Phase 6, 1<sup>st</sup> 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, 2<sup>nd</sup> 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.