



\*W3275418\*

When recorded, return this deed and mail tax statements to:  
Wolf Lodge Homeowners Association, Inc.  
3615 N. Wolf Lodge Drive  
Eden, UT 84310

E# 3275418 PG 1 OF 7  
LEANN H KILTS, WEBER CTY. RECORDER  
07-MAR-23 309 PM FEE \$308.00 TN  
REC FOR: WOLF LODGE

For recorder's use only

**SECOND AMENDMENT  
TO  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF THE  
WOLF LODGE CONDOMINIUM PROJECT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE WOLF LODGE CONDOMINIUM PROJECT ("**Second Amendment**") is made by the Wolf Lodge Homeowners Association, Inc., a Utah nonprofit corporation (the "**Association**").

**RECITALS**

- A. On November 5, 2015, the President and Secretary of the Association executed that certain "Amended and Restated Declaration of Condominium of the Wolf Lodge Condominium Project," which was recorded in the Weber County Recorder's Office on November 5, 2015 as Entry No. 2764405 (the "**Amended Declaration**"), which encumbers the entire Project, including all of the real property described under Exhibit "A" which is attached to and made part of this Second Amendment.
- 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 18 of the Amended Declaration, this Second Amendment has been adopted and approved by an affirmative vote of the Owners who collectively hold at least sixty-seven percent (67%) of the total outstanding votes in the Association.

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 19.15 is hereby added to the Amended Declaration as follows:

**19.15 Reinvestment Fee Covenant**

The purpose of this Section 19.15 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 Units. 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 Operating 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.

19.15.1 As used in this Section 19.15, a "**Transfer**" shall include, without limitation, (1) the conveyance of fee simple title to any Unit, (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 Unit, (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 Unit.

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

19.15.3 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 Unit 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 Unit 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 Unit and such persons have the same relative interests in the Transferee entity as they had in the Unit 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 Unit ("**Transferor(s)**") and the party or parties receiving title to the Unit ("**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 Unit involved in a "tax free" or "tax deferred" exchange under the Internal Revenue Code, wherein the interim owner acquires such Unit for the sole purpose of reselling that Unit 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 Unit in such exchange.

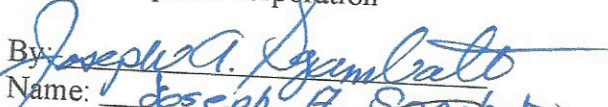
3. Effective Date. This Second Amendment shall become effective immediately upon its recordation in the Weber County Recorder's Office.


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 Amended 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 Amended Declaration, the terms of this Second Amendment shall control. All other terms of the Amended Declaration that are not modified by this Second Amendment shall remain unchanged. This Second 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 Amended 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 15<sup>th</sup> day of March, 2023.

WOLF LODGE HOMEOWNERS ASSOCIATION, INC.,  
a Utah nonprofit corporation

By:   
Name: Joseph A. Scambato  
Title: President

By:   
Name: PAUL PERSICO  
Title: Secretary



NOTARY ACKNOWLEDGMENTS

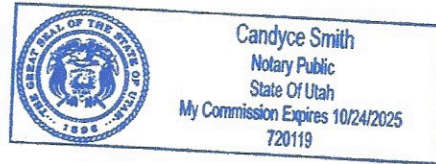
STATE OF UTAH )  
 )  
COUNTY OF WEBER )

On this 1<sup>st</sup> day of March, in the year 2023, before me Candyce Smith a notary public, personally appeared Joseph Sgambato, in his/her capacity as the President of Wolf Lodge 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.

[Signature]  
Name (type or print)

Candyce Smith



STATE OF UTAH )  
 )  
COUNTY OF WEBER )

On this 1<sup>st</sup> day of March, in the year 2023, before me Candyce Smith a notary public, personally appeared Paul Persico, in his/her capacity as the Secretary of Wolf Lodge 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.

[Signature]  
Name (type or print)

CANDYCE SMITH

My commission expires

OCTOBER 24 2025

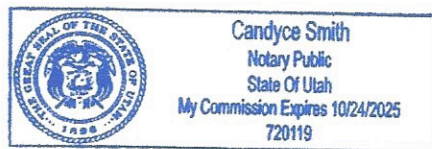


Exhibit "A"  
to  
Second Amendment to Amended and Restated  
Declaration of Condominium  
of the Wolf Lodge Condominium Project

Legal Description

UNITS 101 THROUGH 112, BUILDING 1, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-090-0001 through 22-090-0012

UNITS 201 THROUGH 212, BUILDING 2, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-090-0013 through 22-090-0024

UNITS 301 THROUGH 312, BUILDING 3, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-090-0025 through 22-090-0036

UNITS 401 THROUGH 412, BUILDING 4, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-091-0001 through 22-091-0012

UNITS 501 THROUGH 512, BUILDING 5, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-091-0013 through 22-091-0024

UNITS 601 THROUGH 612, BUILDING 6, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-091-0025 through 22-091-0036

Exhibit "A" (continued)

UNITS 701 THROUGH 712, BUILDING 7, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-092-0001 through 22-092-0012

UNITS 801 THROUGH 812, BUILDING 8, WOLF LODGE CONDOMINIUM, PHASE 1, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-092-0013 through 22-092-0024

ALL COMMON AREA WITHIN WOLF LODGE COND PH 1

Weber County Parcel Number  
22-090-0037

UNITS 1101 THROUGH 1112, BUILDING 11, WOLF LODGE CONDOMINIUM PHASE 2, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-094-0001 through 22-094-0012

UNITS 1201 THROUGH 1212, BUILDING 12, WOLF LODGE CONDOMINIUM PHASE 2, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-094-0013 through 22-094-0024

UNITS 1301 THROUGH 1312, BUILDING 13, WOLF LODGE CONDOMINIUM PHASE 2, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-094-0025 through 22-094-0036

UNITS 1401 THROUGH 1412, BUILDING 14, WOLF LODGE CONDOMINIUM PHASE 2, WEBER COUNTY, UTAH.

Weber County Parcel Numbers  
22-094-0037 through 22-094-0048

ALL COMMON AREA WITHIN WOLF LODGE COND PH 2

Weber County Parcel Number  
22-094-0049