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Amended Restrictive Covenants
Russell Shirts Washington County Recorder
09/30/2011 11:51:56 AM Fee \$ 31.00
By SOUTHERN UTAH TITLE CO

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WHEN RECORDED, RETURN TO:

Plumb Holdings, L.L.C.
90 South 400 West #360
Salt Lake City, Utah 84101



**SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED**

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTHBRIDGE ESTATES AND
SUBDIVISION**

This First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision ("First Amendment") is executed pursuant to the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision as described in Recital A hereof, by Plumb Holdings, L.L.C., a Utah limited liability company ("Declarant").

RECITALS

A. On October 9, 2009, Declarant's predecessor-in-interest, Split Rock, Inc., a Utah corporation, recorded in the Official Records of Washington County, State of Utah, that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision as Document No. 20090038974 (the "Declaration"), covering the real property known as Northbridge Estates and Northbridge Subdivision located in Washington County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to Section 11.1 of the Declaration, Declarant reserved the right to unilaterally amend the Declaration, without prior approval of the Association or its Members, for any purpose prior to the expiration of the Development Phase described in Section 1.10 of the Declaration. Accordingly, Declarant hereby exercises its unilateral right to amend the Declaration for the purpose set forth and described in this First Amendment.

NOW, THEREFORE, Declarant hereby unilaterally amends the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

2. Amended and Restated Declaration: The following paragraph is hereby added to the Section entitled "PURPOSE AND INTENT" on the first page of the Declaration:

This Amended and Restated Declaration amends in its entirety, restates, supersedes and completely replaces that certain Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision, recorded on February 25, 2005 as Entry No. 00928986, in Book No. 1716, at Page No. 2132, in the Official Records of

Washington County, State of Utah, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision (Estates Roof Pitch), recorded on April 12, 2007 as Document No. 20070018763, in the Official Records of Washington County, State of Utah, that certain Restated Amendment to Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision (Estates Roof Pitch), recorded on May 8, 2007 as Document No. 20070023729, in the Official Records of Washington County, State of Utah, and that certain Supplemental Declaration of Annexation to the Covenants, Conditions and Restrictions for Northbridge Estates and Northbridge (Northbridge Phase 2), recorded on July 13, 2007 as Document No. 20070036052, in the Official Records of Washington County, State of Utah (collectively, the "Original Declaration").

3. Parking. Section 3.16 is amended and restated in its entirety as follows:

3.16. **Parking.** Except as provided below, Parking shall be allowed in garages and in designated parking areas only. Access to streets and roadways shall not be obstructed. Parking on streets and roadways for any vehicle shall be limited to a period not to exceed 48 hours. Notwithstanding the above, there shall be no overnight parking on streets or roadways within Northbridge Estates.

4. RVs, Boats and Vehicles. Section 3.17 is amended and restated in its entirety as follows:

3.17. **RVs Boats and Vehicles.** Except as provided below, no boats, trailers, busses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within an enclosed garage or on a cement pad behind a front privacy wall and gate. No such vehicles shall be parked overnight on any street located within the Property for a period exceeding 48 hours. Notwithstanding the above, no boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles shall be parked on any Lot within Northbridge Estates unless within an enclosed garage.

5. Time Frame for Action. Section 4.1(f) is amended and restated in its entirety as follows:

4.1(f) Time Frame for Action. In the event the Architectural Control Committee fails to approve or disapprove in writing any such plans within thirty (30) days after the submission thereof to the Architectural Control Committee, then such plans shall be deemed to have been approved.

6. Permitted and Required Structures. Section 4.3(c) is amended and restated in its entirety as follows:

4.3(c) Permitted and Required Structures. The only building or structure permitted to be erected, placed or permitted to be located on any Lot within the Property shall be a detached single family home placed within the building envelope for each Lot and not to exceed the height requirements found in this section. Each such Unit must include a minimum two car, private, enclosed and attached garage, except Units within Northbridge Estates must include a three car, private, enclosed and attached garage. All

construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of Washington City, Utah, in effect from time to time. All Units must be single-story homes *except* that two-story homes may be constructed on Lots 207 and 208 within Northbridge Estates and Lots 2 through 10 within Northbridge Subdivision, as designated on their respective Plats. "Single-story" homes shall be Units which have one above-ground level, not including walk-out basements. Basements and walk-out basements shall be permitted throughout the Property unless prohibited in any annexed part of additional land due to sailor other conditions of the same, and walk-out basements shall be required in Northbridge Estates unless otherwise approved by the ACC. Certain Lots in future phases may be designated as permitting two-story homes in the instrument annexing such phase into the Property which is subject to this Declaration.

7. Minimum Area. Section 4.3(e) is amended and restated in its entirety as follows:

4.3(e) Minimum Area. The minimum total square footage of living area shall be 1,900 square feet for one-story Units and 2,500 square feet for two-story Units. Except that Lots within Northbridge Estates shall have the following minimum areas: The minimum total square footage of living area shall be 3,000 square feet for one-story Units. The main floor of two-story Units shall have a minimum of 3,000 square feet and shall have no less than 4,500 square feet of total living area. One-story Units shall have a minimum 1,500 square foot walk out basement, which shall not be counted towards the 3,000 square foot minimum requirement.

8. Setbacks. Section 4.3(f) is amended and restated in its entirety as follows:

4.3(f) Setbacks. The following minimum setback standards apply to the Lots. All measurements shall be made in accordance with the requirements of the applicable Washington City ordinances , and where said ordinances as constituted from time to time require larger setbacks, the same will control over this Declaration.

Front: Minimum of 25 feet from front to curb to structure except in Northbridge Estates where it will be 35 feet.

Side: Minimum of 10 feet from side lot line to structure except in Northbridge Estates where it will be 20 feet.

Rear: All structures shall be constructed in accordance with the zoning building ordinances of Washington City, Utah, then currently in effect.

9. Exterior of Unit Walls. Section 4.3(h) is amended and restated in its entirety as follows:

4.3(h) Exterior of Unit Walls. The exterior/outside walls of Units shall be designed and constructed so as to render an insulation rating of not less than "R-19" and to contain at least twenty-five percent (25%) in brick, rock, or stone on the front walls which shall be in a base building color as set forth in the color palette and approved

materials adopted by the ACC. Northbridge Estates shall have a minimum thirty three (33%) coverage in rock or brick facing for the entire exterior/outside walls.

10. Location of Air Conditioning, Heating, and Soft Water Equipment. Section 4.3(u) is amended and restated in its entirety as follows:

4.3(u) Location of Air Conditioning, Heating, and Soft Water Equipment. Air conditioning, heating equipment, and soft water tanks, if placed on the outside of a Unit, must not be visible from the roadway and reasonable care shall be taken in the design and construction of a Unit so as to place them in the least visible and most non-intrusive areas with respect to neighboring properties. Air conditioning units are not permitted on roofs or through windows.

11. Planting and Gardening. Section 4.3(bb) is amended and restated in its entirety as follows:

4.3(bb) Gardening. No gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.

12. Signs; Commercial Activity. Section 4.3(ff) is amended and restated in its entirety as follows:

4.3(ff) Signs; Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than seven (7) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property. "For Rent" or "For Sale" signs must follow the design guidelines set forth by the ACC. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant, or its agents, so long as Declarant owns a Lot within the Property; nor shall the foregoing apply to Bulk Lot Owners; nor to the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws, and Rules and Regulations, as the same may be amended from time to time.

13. Application for Extension of Time. Section 4.4(c) is amended and restated in its entirety as follows:

4.4(c) Application for Extension of Time. At any time at least sixty (60) days prior to the expiration of a deadline set forth above, an Owner may apply in writing to the Board for a reasonable extension of the same, which application the Board shall consider within thirty (30) days of submission, the approval of which shall not be unreasonably withheld conditioned or delayed. As a condition to any such extension approval, Owner shall, during such extension, keep the Lot free and clear of rubbish, trash, papers, junk or other debris and shall to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on the Lot. Failure of the Board to consider such extension application within thirty (30) days of submission shall result in

the application being deemed approved. Any grant of extension by the Board with respect to one Lot shall not work a waiver of the deadlines or any enforcement provisions with respect to any other Lot in the development.

14. Number Correction. Section 5.2(b) CLASS C, is hereby changed to Section 5.2(c) CLASS C.

15. Date of Commencement of Annual Payments; Payment; Due Date. Section 6.11(a) is amended and restated in its entirety as follows:

6.11(a) The annual assessment provided for herein shall commence to accrue against a Lot upon the date of conveyance of a Lot to a bona fide purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year following the conveyance of the Lot. Notwithstanding the forgoing, provision shall hereafter be made to provide for bona fide purchasers who purchase from the Declarant five (5) or more vacant Lots at a single occurrence of purchase wherein subsequent conveyance of title takes place from Declarant to the purchaser. Such a purchaser shall be designated and recognized by the Association as a "Bulk Lot Owner." Notwithstanding the annual assessment as levied by the Association against Lots, a Bulk Lot Owner shall only be obligated to pay \$360.00 in annual assessment for each of its Lots, as set forth in the Declaration, until the first day of the first month following the date of issuance of a Certificate of Occupancy ("CO") by the City of Washington for the Unit constructed upon any given Lot of the Bulk Lot Owner's ownership, at which time the full, then-current, annual assessment shall be paid on the Lot. The designation of Bulk Lot Owner shall continue to apply to all Lots owned by a Bulk Lot Owner until the last of the "five (5) or more" Lots purchased from the Declarant obtains a Certificate of Occupancy. The provisions pertaining to a Bulk Lot Owner shall not be interpreted to apply to the Declarant.

16. Declaration Remains in Effect. This First Amendment shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated or amended by the recording of this First Amendment.

17. Authority. Declarant hereby certifies that the Declarant may execute this Declaration without the signature of any other party as provided in Section 11.1 of the Declaration, as amended by this First Amendment.

[Signature Page to Follow]

EXHIBIT "A"

Legal Description of Property

(W-NB-1-1 THROUGH 31)

ALL OF LOT(S) 1 THROUGH 31, NORTHBRIDGE PHASE 1 AMENDED AND EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

(W-NB-2-32 THROUGH 80)

ALL OF LOT(S) 32 THROUGH 80, NORTHBRIDGE PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

(W-5-2-10-4108)

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (PROPOSED NORTHBRIDGE PHASE 3)

(W-NBE-1-201 THROUGH 212)

ALL OF LOT(S) 201 THROUGH 212, NORTHBRIDGE ESTATES PHASE 1 AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

(W-NBE-2-228 THROUGH 248)

ALL OF LOT(S) 228 THROUGH 248, NORTHBRIDGE ESTATES PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

(W-5-2-10-4108)

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. (PROPOSED NORTHBRIDGE ESTATES PHASE 3)

EXHIBIT "A" to

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°01'34" EAST ALONG THE SECTION LINE A DISTANCE OF 376.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°01'34" EAST, ALONG SAID SECTION LINE, A DISTANCE OF 726.80 FEET; THENCE SOUTH 42°34'52" EAST, A DISTANCE OF 441.67 FEET; THENCE SOUTH 47°27'01" WEST, A DISTANCE OF 111.02 FEET; THENCE SOUTH 51°50'53" WEST, A DISTANCE OF 50.15 FEET; THENCE SOUTH 55°58'50" WEST, A DISTANCE OF 396.20 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT; OF WHICH THE RADIUS POINT LIES SOUTH 67°50'08" WEST, A RADIAL DISTANCE OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.49 FEET, THROUGH A CENTRAL ANGLE OF 11°17'30"; THENCE NORTH 33°27'22" WEST, A DISTANCE OF 32.89 FEET; THENCE SOUTH 56°09'06" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 73°25'22" WEST, A DISTANCE OF 73.45 FEET; THENCE NORTH 86°59'17" WEST, A DISTANCE OF 107.57 FEET; THENCE SOUTH 82°08'56" WEST, A DISTANCE OF 136.90 FEET; THENCE SOUTH 38°27'18" WEST, A DISTANCE OF 58.98 FEET; THENCE SOUTH 70°29'09" WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 77°11'57" WEST, A DISTANCE OF 80.55 FEET; THENCE NORTH 19°30'51" WEST, A DISTANCE OF 95.68 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 245.57 FEET, THROUGH A CENTRAL ANGLE OF 42°38'14"; THENCE NORTH 23°07'23" EAST, A DISTANCE OF 66.62 FEET TO THE POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 195.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.44 FEET THROUGH A CENTRAL ANGLE OF 20°24'10"; THENCE NORTH 02°43'13" EAST, A DISTANCE OF 311.90 FEET TO THE POINT OF BEGINNING.

(BEING THE PROPOSED PLAT OF "NORTHBRIDGE PHASE 3 SUBDIVISION")

EXHIBIT "B" to

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH , RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°01'34" EAST, ALONG THE SECTION LINE, A DISTANCE OF 376.66 FEET; THENCE SOUTH 02°43'13" WEST, A DISTANCE OF 311.90 FEET; TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.44 FEET, THROUGH A CENTRAL ANGLE OF 20°24'10"; THENCE SOUTH 23°07'23" WEST, A DISTANCE OF 66.62 FEET; TO THE POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 330.00 FEET , THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 245.57 FEET, THROUGH A CENTRAL ANGLE OF 42°38'14"; THENCE SOUTH 19°30'51" EAST, A DISTANCE OF 95.68 FEET; THENCE SOUTH 75°55'54" WEST, A DISTANCE OF 25.11 FEET; THENCE SOUTH 19°30'51" EAST, A DISTANCE OF 87.00 FEET; THENCE SOUTH 11°50'14" EAST, A DISTANCE OF 129.85 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF NORTHBRIDGE ESTATES PHASE 1 AMENDED AND EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHERLY LINE; THENCE SOUTH 80°06'00" WEST, A DISTANCE OF 197.00 FEET; THENCE NORTH 09°54'00" WEST, A DISTANCE OF 12.36 FEET; THENCE SOUTH 80°06'00" WEST, A DISTANCE OF 215.00 FEET, TO A POINT ON THE EASTERLY LINE OF NORTHBRIDGE ESTATES PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THE FOLLOWING NINE (9) COURSES ALONG SAID EASTERLY LINE; THENCE NORTH 09°54'00" WEST, A DISTANCE OF 139.64 FEET; TO THE POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE. A DISTANCE OF 39.20 FEET, THROUGH A CENTRAL ANGLE OF 17°16'37"; THENCE NORTH 27°10'37" WEST, A DISTANCE OF 284.25 FEET; TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 196.73 FEET, THROUGH A CENTRAL ANGLE OF 57°48'18"; THENCE NORTH 30°37'42" EAST, A DISTANCE OF 163.28 FEET, TO THE POINT OF CURVATURE TO THE LEFT, HAVING A RADIUS OF 255.00 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.95 FEET, THROUGH A CENTRAL ANGLE OF 22°00'32"; THENCE NORTH 08°37'10" EAST, A DISTANCE OF 89.71 FEET; THENCE NORTH 45°50'51" EAST, A DISTANCE OF 57.62 FEET; THENCE NORTH 00°37'15" EAST, A DISTANCE OF 73.70 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 10; THENCE SOUTH 89°35'35" EAST, ALONG SAID NORTH LINE , A DISTANCE OF 21.16 FEET; TO THE POINT OF BEGINNING. PROPOSED NORTHBRIDGE ESTATES PHASE 3.