



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**

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

This Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision ("Second 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, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. On September 30, 2011, Declarant recorded in the Official Records of Washington County, State of Utah, that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Northbridge Estates and Subdivision as Document No. 20110029767 (the "First Amendment"), covering the Property, and more particularly described in the First Amendment.

C. 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 Second Amendment.

D. Declarant desires to rescind, cancel and terminate the First Amendment in its entirety. In addition, Declarant desires to record this Second Amendment, except as expressly stated below, solely against Lots 39-68, 71, 72, 77-78 and 80 located in Phase 2

and the unrecorded Lots at the Property (81-103 located in Phase 3), as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Plumb Lots"). Except as expressly provided below, in no event shall this Second Amendment apply to any other Lots at the Property other than the Plumb Lots. Except as provided below, the Plumb Lots shall remain subject to all other provisions of the Declaration.

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 Second 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 Second Amendment.
2. Withdrawal of First Amendment. Declarant hereby rescinds, cancels and terminates the First Amendment in its entirety. The First Amendment shall be null and void and shall have no further force and effect.
3. Amended and Restated Declaration: With respect to the entire Property, the following paragraph is hereby added to the Section entitled "PURPOSE AND INTENT" on the Second 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").

4. Parking. With respect solely to the Plumb Lots, Section 3.16 of the Declaration 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 in front of any Plumb Lots for any vehicle shall be limited to a period not to exceed 48 hours.

5. RVs, Boats and Vehicles. With respect solely to the Plumb Lots, Section 3.17 of the Declaration 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 Plumb 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 the street in front of any Plumb Lot for a period exceeding 48 hours.

6. Separate Architectural Control Committee for Plumb Lots. Notwithstanding anything in Section 4 or elsewhere in the Declaration, Declarant may establish a separate Architectural Control Committee expressly for the Plumb Lots (the "Plumb Lots ACC"). The Plumb Lots ACC shall consist of three (3) persons. Declarant shall be entitled to unilaterally appoint and remove all members of the Plumb Lots ACC, provided, however, that Declarant shall have all building plans reviewed and commented on by architect Kim Talbot, so long as Kim Talbot is also the architect for the ACC, or if Kim Talbot is not available, then the ACC's architect shall review and comment on all building plans that come before the Plumb Lots ACC. The Plumb Lots ACC shall use reasonable efforts to incorporate any comments or suggestions from Kim Talbot or any successor architect. The Plumb Lots ACC shall have its own fee structure as determined by Declarant, which will include, as a minimum, the amount necessary to pay for the reasonable fees of the architect Kim Talbot or any other successor architect. Except as provided above and as otherwise provided in this Second Amendment, the terms and provisions of Section 4.1 of the Declaration shall apply to the Plumb Lots ACC and the Plumb Lots ACC shall adopt and enforce all existing requirements for rock or brick facing and the building color, as set forth in the color pallet, and approved materials and general Building and Design Standards adopted by the Association.

7. Time Frame for Action. With respect solely to the Plumb Lots, Section 4.1(f) of the Declaration is amended and restated in its entirety as follows:

4.1(f) Time Frame for Action. In the event the Plumb Lots Architectural Control Committee fails to approve or disapprove in writing any such plans within forty-five (45) days after the submission thereof to the Plumb Lots Architectural Control Committee, then such plans shall be deemed to have been approved.

8. Permitted and Required Structures. With respect solely to the Plumb Lots, Section 4.3(c) of the Declaration 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 Plumb Lot shall be a detached single family home placed within the building envelope for each Plumb Lot and not to exceed the height requirements found in this section. Each such Unit must include a minimum 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. "Single-story" homes shall be Units which have one above-ground level, not including walk-out basements. Walk-out basements shall be permitted on Plumb Lots 42-50, 55, 56, 57, 67 and 68 (in Phase II); Lots 81-87 and 98-103 in proposed Phase III. Notwithstanding the above, provided that Plumb Lots for which 2,200 square feet of living area is not practicable with the requirement of a three car garage, the Plumb Lots ACC may require only a two car garage on such lots with the consent of the Northbridge Homeowners Association Board of Directors, which consent will not be unreasonably withheld if the lot in question cannot reasonably accommodate a 2,200 square foot home and 3-car garage. In the event the consent of the Board of Directors is not given within fifteen (15) days, the consent shall be deemed given.

9. Minimum Area. With respect solely to the Plumb Lots, Section 4.3(e) of the Declaration is amended and restated in its entirety as follows:

4.3(e) Minimum Area. The minimum total square footage of living area shall be 2,200 square feet for one-story Units (and 2,200 square feet for main floor square footage for walk-out basement lots), provided that lots for which 2,200 square feet is not practicable due to setback (topographic constraints), the Plumb Lots ACC may reduce the square footage to as low as 2,000 square feet with the consent of the Northbridge HOA Board of Directors, which shall not be unreasonably withheld. In the event the consent of the Board of Directors is not given within fifteen (15) days, the consent shall be deemed given. Notwithstanding the above, Plumb Lots 56, 57, 59 and 66 shall have a minimum total square footage of living area of 2,000 square feet.

10. Setbacks. With respect solely to the Plumb Lots, Section 4.3(f) of the Declaration is amended and restated in its entirety as follows:

4.3(f) Setbacks. The following minimum setback standards apply to the Plumb 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.

Side: Minimum of 10 feet from side lot line to structure.

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

11. Unit Height. With respect solely to the Plumb Lots, Section 4.3(g) of the Declaration is amended and restated in its entirety as follows:

4.3(g) Unit Height. Maximum Unit height for Plumb Lots shall be as follows: twenty-two feet (22') from finish floor elevation ("FFE") and one foot (1') from pad elevation to FFE. In the case of walk-out basement homes, the elevation shall be taken from the front of the house. The Plumb Lots ACC may make exceptions to the height limit set forth above by specific request, and any such exemption shall not be deemed a general waiver of the limits as set forth herein for all Plumb Lots.

12. Exterior of Unit Walls. With respect solely to the Plumb Lots, Section 4.3(h) of the Declaration is amended and restated in its entirety as follows:

4.3(h) Exterior of Unit Walls. The exterior/outside walls of Units on the Plumb Lots 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 Plumb Lots Architectural Control Committee.

13. Roofs and Roofing Materials. With respect solely to the Plumb Lots, Section 4.3(j) of the Declaration is amended and restated in its entirety as follows:

4.3(j) Roofs and Roofing Materials. Roofs for Units constructed on Plumb Lots must be sloped at a minimum 4/12 pitch. Roof soffits must be at least 8" thick. Roof material shall be limited to slate, clay or concrete tiles. Colors shall be such as may be included in the approved color palette adopted by the Plumb Lots ACC.

14. Location of Air Conditioning, Heating, and Soft Water Equipment. With respect solely to the Plumb Lots, Section 4.3(u) of the Declaration 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 on a Plumb Lot, 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.

15. Planting and Gardening. With respect solely to the Plumb Lots, Section 4.3(bb) of the Declaration 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 Plumb Lots Architectural Control Committee.

16. Signs; Commercial Activity. With respect to the entire Property, Section 4.3(ff) of the Declaration 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 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.

17. Application for Extension of Time. With respect solely to the Plumb Lots, Section 4.4(c) of the Declaration 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 Plumb 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 Plumb 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 Plumb Lot shall not work a waiver of the deadlines or any enforcement provisions with respect to any other Plumb Lot in the development.

18. Number Correction. With respect to the entire Property, the header for Section 5.2(b) CLASS C, is hereby changed to Section 5.2(c) CLASS C.

19. Surrender of Class C Membership Status. Upon recordation of this Second Amendment, Declarant hereby surrenders its Class C membership status. Per Section 5.2(c) of the Declaration, Declarant's Class C Membership shall be converted to Class A memberships or Class B Memberships as the case may be. In no event shall this surrender be deemed to be the expiration of the Development Phase; however, Declarant hereby affirmatively states that the Development Phase has expired as to the balance of the property in the Project that are not Plumb Lots. Declarant retains and reserves the right to unilaterally amend the Declaration but only with respect to the Plumb Lots, provided, however, that prior to any such amendment, Declarant shall provide a copy of the proposed amendment to the Northbridge HOA Board of Directors and the Board shall

have the opportunity to provide comments and/or suggestions relative to the proposed amendment. Declarant shall act in good faith and shall use reasonable efforts to address any concerns and incorporate any suggestions provided by the Board of Directors. In addition, no future amendments by Declarant shall materially change the terms and provisions specifically addressed in this Second Amendment without the permission of the Board of Directors, which consent shall not be unreasonably withheld.

20. Phase 3 Development Costs: Retaining Wall. Declarant hereby acknowledges and agrees that Declarant shall be responsible for any reasonable and necessary development costs for the development of Phase 3 of the Property, installing common area landscaping and irrigation systems located adjacent to any Plumb lots in Phase 2, and the rock retaining wall to be located between Lots 78 and 79 (the "Retaining Wall"). Notwithstanding anything in the Declaration to the contrary, the Retaining Wall shall not be subject to the height restrictions for such walls as set forth in Section 4.3(r) of the Declaration and the Plumb Lots ACC shall have the sole discretion to approve a height for the Retaining Wall that exceeds the limitation set forth in Section 4.3(r) of the Declaration.

21. Declaration Remains in Effect. This Second 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 Second Amendment.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, this Second Amendment is hereby executed this 13th day of January, 2012.

PLUMB HOLDINGS, L.L.C., a Utah limited liability company

By: Walter J Plumb
Its: manager

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

On this 13th day of January, 2012, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Walter J. Plumb, the _____ of Plumb Holdings, L.L.C., a Utah limited liability company.

Witness my hand and official seal affixed the day and year Second above written.



Constance Miller

Notary Public in and for the State of UTAH
Residing _____ at
SALT LAKE CITY
My appointment expires:
10-13-2015

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.

EXHIBIT "B"

Legal Description of Plumb Lots

ALL OF LOT(S) 39-68, 71, 72, 77-78 AND 80, NORTHBRIDGE PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

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

EXHIBIT "A" to

LEGAL DESCRIPTION

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