

Recording requested by:  
The Bridges Holding Company, LLC  
3718 Wolf Creek Drive  
Eden Utah, 84310



\*WV3192797\*

For recorder's use only

**FIRST AMENDMENT TO  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE BRIDGES AT WOLF CREEK**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGES AT WOLF CREEK (“**First Amendment**”) is made by The Bridges Holding Company, LLC, a Utah limited liability (the “**Declarant**”).

**RECITALS**

- A. On January 23, 2020, the Declarant executed that certain document entitled “Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Bridges at Wolf Creek,” which was recorded in the Weber County Recorder’s Office on January 23, 2020 as Entry No. 3030130 (the “**Amended Declaration**”) so as to encumber the entire Project, which includes all of the real property identified and described in Exhibit “A” which is attached to and made part of this First Amendment.
- B. As set forth under Article 25 of the Amended Declaration, prior to termination of the Period of Declarant’s Control, the Declarant may unilaterally amend the Amended Declaration.
- C. The Declarant has chosen to record this First Amendment in order to adopt and establish a Reinvestment Fee Covenant as more particularly in this First Amendment.

NOW, THEREFORE, the Declarant hereby declares as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated into this First Amendment in their entirety.
- 2. Reinvestment Fee Covenant. Section 18.13 is hereby added to the Amended Declaration as follows:

**18.13 Reinvestment Fee Covenant**

The purpose of this Section 18.13 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 or conveyance 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 or conveyance of real property located within the Project. 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 pay expenses associated with administration and maintenance of the Common Areas and Common Improvements through the payment of Common Expenses and/or contributions to the Reserve Fund.

As set forth under the Reinvestment Fee Statute this Section 18.13 may not be enforced upon: (a) an involuntary transfer, (b) a transfer that results from a court order, (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution, or (e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250.

The Reinvestment Fee shall not be collected upon the Declarant's sale, transfer or conveyance of any Lot. Subject to the restrictions set forth in the previous paragraph, the Reinvestment Fee shall only be collected upon any transfer or conveyance of any Lot that occurs after the Declarant has initially sold, transferred or conveyed such Lot to another party.

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

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

5. Effect of First Amendment. To the extent the terms of this First Amendment in any way modify or conflict with any provisions of the Amended Declaration, the terms of this First Amendment shall control. All other terms of the Amended Declaration that are not modified by this First Amendment shall remain unchanged. This First 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 Declarant has caused this First Amendment to be executed by its duly authorized officer on the 25<sup>th</sup> day of October, 2021.

THE BRIDGES HOLDING COMPANY, LLC,  
a Utah limited liability company

By: 

Name: John Lewis

Title: Manager

STATE OF UTAH

COUNTY OF WEBER

On this 25<sup>th</sup> day of October, in the year 2021, before me Megan Lilly a notary public, personally appeared John Lewis, in his capacity as the Manager of The Bridges Holding Company, LLC, 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.

Megan Lilly

Name (type or print)

Megan Lilly

My commission expires

02/05/2025



Exhibit "A"  
to  
First Amendment to Amended and Restated  
Declaration of Covenants, Conditions and Restrictions  
for The Bridges at Wolf Creek

Legal Description

All of Lots 201 through 214 and all Common Areas as shown on Parkside P.R.U.D. Phase 1, which was recorded on September 20, 2017, as Entry No. 2879691 at Pages 96 and 97 of Book 81 of the Official Records of Weber County, State of Utah

Weber County Parcel Numbers

22-347-0001, 22-347-002, 22-347-0003, 22-347-0004, 22-347-0005, 22-347-0006,  
22-347-0007, 22-347-0008, 22-347-0009, 22-347-0010, 22-347-0011, 22-347-0012,  
22-347-0013, 22-347-0014, 22-347-0015

All of Lots 1 through 24 and all Common Areas as shown on Mountainside P.R.U.D. Phase 1, which was recorded on September 20, 2017, as Entry No. 2879692 at Page 98 of Book 81 of the Official Records of Weber County, State of Utah

Weber County Parcel Numbers

22-348-0001, 22-348-0002, 22-348-0003, 22-348-0004, 22-348-0005, 22-348-0006,  
22-348-0007, 22-348-0008, 22-348-0009, 22-348-0010, 22-348-0011, 22-348-0012,  
22-348-0013, 22-348-0014, 22-348-0015, 22-348-0016, 22-348-0017, 22-348-0018,  
22-348-0019, 22-348-0020, 22-348-0021, 22-348-0022, 22-348-0023, 22-348-0024, and  
22-348-0025

All of Lots 215 through 226 and all Common Areas as shown on Parkside P.R.U.D. Phase 2A, which was recorded on May 26, 2020, as Entry No. 3056912 at Pages 77 and 78 of Book 87 of the Official Records of Weber County, State of Utah

Weber County Parcel Numbers

22-376-0001, 22-376-0002, 22-376-0003, 22-376-0004, 22-376-0005, 22-376-0006,  
22-376-0007, 22-376-0008, 22-376-0009, 22-376-0010, 22-376-0011, 22-376-0012 and  
22-376-0013

All of Lots 227 through 234 and all Common Areas as shown on Parkside P.R.U.D. Phase 2B, which was recorded on October 27, 2020, as Entry No. 3096349 at Pages 5 and 6 of Book 89 of the Official Records of Weber County, State of Utah

Weber County Parcel Numbers

22-384-0001, 22-384-0002, 22-384-0003, 22-384-0004, 22-384-0005, 22-384-0006,  
22-384-0007, 22-384-0008 and 22-384-0009