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**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
NORTHBRIDGE ESTATES AND SUBDIVISION**

**A Planned Unit Development in
Washington City, Utah**

THIS IS A DECLARATION OF Covenants, Conditions, and Restrictions that establishes a planned unit development consisting of two initial phases known as Northbridge Estates and Northbridge Subdivision.

PURPOSE AND INTENT

Declarant owns certain real property in Washington County, Utah, which is more particularly described below. Declarant desires and intends to protect the value and desirability of the Property as a harmonious and attractive residential community. Therefore, Declarant will convey the Property subject to the following covenants, conditions, and restrictions, which, along with the Articles and Bylaws, provides for a governance structure and a system of standards and procedures for the development, maintenance, and preservation of the Property as a residential community.

DECLARATION

Declarant hereby declares that all of the Property described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Plat(s) recorded concurrently. This Declaration and the Plat shall be construed as covenants of equitable servitude; shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

The Property is located in Washington County, Utah, and is described as:

See Exhibit A attached hereto and incorporated herein by this reference.

It is contemplated that there will be two or more neighborhoods or subdivisions within the Property that have different or unique characteristics or for which there is Common Area that is owned by, but not intended to benefit the Association. As a result, there may be different

assessment schedules and architectural guidelines applicable to different Lots within the Property.

ARTICLE 1
DEFINITIONS AND CONCEPTS

The following definitions shall control in this Declaration. Any terms used in this Declaration that are not defined shall have their plain and ordinary meaning unless otherwise defined in the Articles, Bylaws, or Utah Community Association Act, Utah Code Ann. §§ 57-8a-101 *et seq.* (1953, as amended).

1.1 “**Additional Land**” means and refers to any unimproved real property adjacent to the Property, and located within one-half (1/2) mile of the same.

1.2 “**Architectural Control Committee**” or “**ACC**” means the committee formed pursuant to Article 4 of this Declaration for the purposes set forth therein.

1.3 “**Articles**” means and refers to the Articles of Incorporation of Northbridge Homeowners Association.

1.4 “**Association**” means Northbridge Home Owners Association, a Utah non-profit corporation, its successors and assigns.

1.5 “**Board of Directors,**” “**Board,**” or “**Directors**” means and refers to the Board of Directors of the Association, which shall have the powers and duties delegated to it by this Declaration and the Articles and Bylaws. The Declarant shall have the power to unilaterally appoint and remove the member of the Board with or without cause until the expiration of the Development Phase.

1.6 “**Bylaws**” means and refers to the Bylaws of Northbridge Homeowners Association.

1.7 “**Common Area**” means all real property (including the improvements thereto and facilities thereon) owned or hereafter acquired by the Association for the common use and enjoyment of the members and includes that portion of Property owned by the Association, shown on the Plat as Common Area. Common Area is dedicated to the common use and enjoyment of the Owners, and is not dedicated for the use of the general public, except as specifically determined by the Directors. Specifically exempted from Common Area are Lots and dedicated Public Street, if any that are identified on the Plat. Common Area shall also include all land in which the Association has an easement right.

1.8 “**Declarant**” means Northbridge Development, LLC, a Utah limited liability company, and its heirs, successors, and assigns.

1.9 **"Declaration"** means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Washington County Recorder.

1.10 **"Development Phase"** means the period of time prior to the date on which the following two conditions have been met: (a) no part or parcel of the Additional Land is available for further annexation to the Property due to all of the Additional Land being annexed to the Property; and (b) seventy-five percent (75%) of all Lots on the last phase of the Property, specifically including phases within the Additional Land, have been sold by Declarant. The Development Phase shall expire no earlier than the date on which both conditions exist or within 25 years from the first recording of these CC&Rs with the Washington County Recorder, whichever is earlier.

1.11 **"Entire Membership"** means all Members of the Association, regardless of class of membership. When a vote of the Entire Membership is referenced it means all potential votes for Class A, Class B and Class C Members.

1.12 **"Governing Documents"** means, collectively, this Declaration, the Articles, and the Bylaws, and any amendments or supplements thereto, and includes any rules and regulations established pursuant to the Declaration, Articles, or Bylaws.

1.13 **"Lot"** means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes the Common Area.

1.14 **"Lot Owner," "Member," or "Owner"** shall be interchangeable as used herein, and mean the person(s) or entity(ies) owning fee simple title to any Lot within the Property. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one Owner. Owners include contract purchasers but do not include persons or entities that hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. "Lot Owner," "Member," or "Owner" also means every person or entity with membership in the Association. Membership in the Association is appurtenant to and may not be separated from Lot ownership.

1.15 **"Mortgage"** includes deeds of trust and **"mortgagee"** includes trust deed beneficiaries.

1.16 **"Northbridge Estates" or "Northbridge Estates Subdivision"** means those Lots and any real property included on the Official Plat for the Northbridge Estates Subdivision as recorded in the Office of the Washington County Recorder.

1.17 **"Northbridge Subdivision"** means those Lots and any real property included on the Official Plat for the Northbridge Subdivision as recorded in the Office of the Washington County Recorder.

1.18 **“Plat” or “Map”** means the subdivision plat, survey, or plan that describes the Property and has been recorded herewith or any replacements thereof, or alterations, amendments or additions thereto, including for Northbridge Estates, Northbridge Subdivision, and any subdivision created by annexation of the Additional Land into the Property.

1.19 **“Property”** means that certain real property more particularly described in Exhibit A attached hereto, and such annexations and additions thereto of the Additional Land as may hereafter be subjected to this Declaration.

1.20 **“Rules” or “Regulations”** means and refers to any rules or regulations created by the Board of Directors, pursuant to its authority under the Articles and Bylaws, to govern the Association.

1.21 **“Unit”** means a single-family dwelling constructed upon a Lot.

ARTICLE 2

PROPERTY RIGHTS

2.1 **Common Area.** The Declarant will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, but subject to this Declaration and easements and rights-of-way of record. In accepting the deed to the Common Area, the Association will covenant to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and condition at all times and to operate the Common Area at its own expense in accordance with high standards and as further set forth herein. The Board of Directors shall have the right to establish rules and regulations to govern use of the Common Area and any facilities thereon.

2.2 **Delegation of Use.** An Owner or one having a right of use of the Common Area is deemed to delegate any right of enjoyment to the Common Area and facilities to family members, tenants, or contract purchasers who reside on the Property. Damage caused to the Common Area, including personal property owned by the Association, by a Member, or by a person who has been delegated the right to use and enjoy such Common Area by a Member, shall create a debt to the Association. Debts owed to the Association as a result of damage to the Common Area and facilities shall be an assessment charged to the Member.

2.3 **Lots.** Each Lot is owned in fee simple by the Owner, subject to the covenants, conditions, restrictions, and easements in this Declaration and the provisions of the Governing Documents.

2.4 **Activities within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

2.5 Owners' Easements of Enjoyment. Every Owner has a right and easement of use and enjoyment in and to the Common Area. This easement is appurtenant to and passes with the title to every Lot, subject to:

(a) The right of the Association to limit the number of guests or Members using the Common Area;

(b) The right of the Association to suspend the voting rights and/or common utility service of a Member for any period during which any assessment or portion thereof against the Member's Lot remains unpaid or for any infraction of its published rules and regulations;

(c) The right of the Association to enter into agreements or leases which provide for use of the Common Areas and facilities by a similar Association in consideration for use of the Common Areas and facilities of the other Association, or for cash consideration;

(d) The right of the Association with the approval of sixty-seven percent (67%) of the votes in each class of Owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility.

(e) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association.

(f) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.

(g) The terms and conditions of this Declaration.

(h) The right of the Association, through its Directors, to adopt rules and regulations concerning use of the Common Area.

2.6 Declarant's Reasonable Rights to Develop. No rule or action by the Association shall unreasonably impede Declarant's right to develop the Property.

ARTICLE 3

USE RESTRICTIONS AND REQUIREMENTS

3.1 Land Use and Building Type. All Lots shall be used only for detached single-family residential purposes. As used herein, the term "family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this section shall not be construed in such a manner as to prohibit an Owner or resident from (a) maintaining a personal professional library therein; (b) keeping

personal business or professional records or accounts therein; (c) conducting a home-based business which is only incidental to the single-family residential use of the Lot, requires no employees who are not also residents of the Lot, and does not significantly increase traffic to and from the Lot or permit visits to the Lot by customers of the business; or (d) handling personal, business or professional telephone calls or correspondence therefrom.

3.2 **Lot Size.** Lot size as described on the Plat are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the Plat. Lots may not be combined for construction of a single Unit.

3.3 **Care and Maintenance of Lots.** Each Owner shall be responsible for maintenance of his Lot. Lot Owners shall keep their Lots free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. In the event any Owner fails to perform this maintenance in a manner so as not to detract from the appearance of the property, or affect adversely the value or use of any other Lot, the Board of Directors shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall be added to and become part of the assessment to which such Lot is subject.

3.4 **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. Lot Owners shall from time to time as may be reasonably required, grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

3.5 **Hazardous Activities.** No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

3.6 **Motorbikes.** All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Property, and are to be used on said streets only ingress, egress, and access purposes and not for recreational purposes any where within the Property.

3.7 Weed Control. Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on his Lot so as to minimize weeds, fire and other hazards to surrounding Lots, Units, the Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, animals, land, or the public health or which are not planted or placed upon a Lot as part of an overall landscaping plan.

3.8 Pest Control. No Lot Owner shall permit any thing or condition to exist upon his Lot which would induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall perform such pest control activities on his Lot as may be necessary to prevent insects, rodents, and other pests from being present on this Lot.

3.9 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the Property, nor shall anything be done thereon which may be or may become an annoyance to the Property or any Owner within the Property. No clothes drying or storage of any articles that are visible from any public street shall be permitted.

3.10 Safe Condition. Without limiting any other provision of this Declaration, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might endanger the health of or interfere with the safety or reasonable enjoyment of other Lot Owners.

3.11 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property.

3.12 Animals, Livestock, Poultry, and Agriculture. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in total number may be kept in a Unit constructed on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the Owner's unit.

3.13 Garbage and Refuse Disposal. No Lot or part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property shall be kept in sanitary containers inside a structure except when placed for collection. No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside Units that are properly equipped with inside incinerator units.

3.14 **Water Supply.** Each Unit shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion of the Property.

3.15 **Sewage Disposal.** Each Unit shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

3.16 **Parking.** Parking shall be allowed in garages and in designated parking areas only. Access to streets and roadways shall not be obstructed. There shall be no overnight parking on streets or roadways.

3.17 **RVs, Boats, and Vehicles.** 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. 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.

3.18 **Inoperable Vehicles.** Motor vehicles that are inoperable shall not be permitted to remain upon any street or Lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or road area for a period exceeding thirty (30) days, the Declarant or other Lot Owners residing within the Property may remove the inoperable motor vehicle after a ten (10) day written notice to the Owner upon whose Lot the motor vehicle is located or to whose Lot the motor vehicle is nearest (if located on a public roadway). The cost of such removal shall attach to the Owner's Lot as a valid lien in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or it unlicensed or unregistered for a period of not less than six (6) weeks.

3.19 **Limit on Timesharing.** No Owner shall offer or sell any interest in his Unit under a "timesharing" or "interval ownership" plan, or any similar plan.

3.20 **Leases.** Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner entering into a lease or rental agreement for his Unit must provide a copy of said lease or rental agreement to the Board of the same within thirty (30) days thereafter. The Board shall have the right to establish by rule: (1) minimum lease terms or (2) prohibitions on leasing. The Board may establish more restrictive rules governing leasing of Units in Northbridge Estates.

3.21 **Clothesline.** Clotheslines and outdoor clothes drying are prohibited.

3.22 **Garage Usage.** No garage door shall be allowed to remain open on a Lot unless vehicles and/or other items are being transported into, out of or through the garage area.

3.23 **Basketball Standards.** No basketball standards or fixed sports apparatus shall be attached to any Unit, including garages, or erected on any Lot or within the Common Area, except at locations which are approved by the ACC within fenced rear yard areas and which are not visible from the street adjacent to the Lot.

3.24 **Machinery and Equipment.** No power tools, machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private residence or appurtenant structures within the Property.

3.25 **Garage Sales.** Garage sales shall be limited to personal property of the Lot Owner, the Lot Owner's relatives, and immediate neighbors. The Board may establish rules and regulations governing garage sales, including the posting of any signs within the Property advertising the same. However, in no event shall garage sale signs remain posted upon the Property for longer than a forty-eight (48) hour period.

3.26 **Rules and Regulations.** The Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Property and persons within the Property including a schedule of fines that can be assessed for the violation of these Rules and Regulations. These Rules and Regulations shall be compiled and copies shall be made available by the Directors for inspection and copying at a reasonable cost.

ARTICLE 4 **ARCHITECTURAL CONTROL**

4.1 **Architectural Control Committee.** Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences, walls, or landscaping elements, approval of the Architectural Control Committee is required.

(a) **Appointment and Membership.** The Architectural Control Committee shall consist of three (3) persons. So long as Declarant owns a Lot within the Property, including ownership of any Lot in any phase(s) subsequent to the first two phases, it shall be entitled to unilaterally appoint and remove all members of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall consist of the Directors serving on the Board of Directors or of three (3) persons appointed by the Board, and persons serving on the ACC may be removed with or without cause by majority vote of the Board. At any time less than three (3) persons are appointed to serve on the ACC, the responsibilities of the ACC shall fall to the Board.

(b) **Submission of Plans.** Two (2) complete sets of building plans and specifications shall be filed with the Architectural Control Committee, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the Architectural Control Committee may determine from time to time and an application and such

supporting material, such as samples of building materials, as the Architectural Control Committee deems necessary. No work shall commence unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Control Committee pursuant hereto. The second set of such plans shall be filed and kept as a permanent record with the Architectural Control Committee. The Architectural Control Committee may establish and require a reasonable fee be tendered with each of set of plans submitted for review.

(c) Rights of Approval. The Architectural Control Committee shall have the right to refuse or approve any plans and specification and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

(d) Architectural Standards. The Architectural Control Committee may promulgate and maintain design guidelines, which the Board shall approve prior to their becoming effective, and with which Owners shall be required to comply when designing and constructing improvements upon the Property. Said design guidelines may establish design standards as well as procedures for approval and disapproval of plans and specifications, provided the same do not conflict with the provisions of this Declaration. Northbridge Estates and subsequent phases of the same may have different architectural standards than Northbridge Subdivision and its subsequent phases. Notwithstanding, subsequent phases of Northbridge Estates shall have substantially similar approved building materials and color palettes as previous Northbridge Estates phases. Similarly, subsequent phases of Northbridge Subdivision shall have substantially similar approved building materials and color palettes as previous Northbridge Subdivision phases.

(e) Color Palette and Approved Materials. The ACC shall adopt an "approved color palette" and shall approve certain materials for all exterior improvements to Lots in the Property, including with respect to walls, facades, roofing, fences, and all other surfaces on the exterior of any given Unit or other improvement to a Lot. The ACC shall have the sole discretion to adjust the palette and list of approved building materials from time to time in its sole discretion, except where approval of a color or material would conflict with this Declaration or the adopted design guidelines. Any specific provision of this Declaration or the design guidelines setting specific requirements with respect to certain aspects of design review shall not be interpreted as limiting the ACC's scope of design review in all other reasonable aspects of the same.

(f) Time Frame for Action. In the event the Architectural Control Committee fails to approve or disapprove in writing any such plans within sixty (60) days after the submission thereof to the Architectural Control Committee, then such plans shall be deemed to have been approved.

(g) Appeal to Board. When an ACC has been appointed by the Board, an Owner may appeal any decision of the ACC to the Board of the Association within sixty (60) days of the ACC's decision. The Board shall have the power to affirm or reverse the decision of the ACC, and to have access to any material submitted by the Owner to the ACC to assist it in its review. All decisions of the Board shall be final, and no appeal, either judicial or otherwise, shall be taken from decisions of the Board both when the Board is acting as the ACC and when it has reviewed a decision of the ACC.

(h) Non-Liability. Neither the Architectural Control Committee nor the Board shall be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The Architectural Control Committee's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.

(i) Waiver. The approval of the Architectural Control Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Control Committee to disapprove any similar plans and specifications subsequently submitted.

(j) ACC Procedural Rules and Regulations. The Architectural Control Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for review and inspection upon request. The Architectural Control Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to Owners who have made application to the Architectural Control Committee for approval of plans.

(k) Compensation. Unless authorized by resolution of the Board, the members of the Architectural Control Committee shall not receive any compensation for services rendered. Architectural Control Committee members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the Architectural Control Committee shall be paid such compensation as the Architectural Control Committee determines.

(l) Declarant Exemption. Declarant shall be exempt from the provisions, restrictions, and requirements of this Article during the whole of the Development Phase.

4.2 Governmental Permit Required. No Unit, accessory or addition to a Unit, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or

landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Architectural Control Committee to refuse to approve any such matter.

4.3 Design Restrictions. In order to promote a harmonious community development and protect the character of the Property, the following guidelines, together with any guidelines hereafter established by the Architectural Control Committee, are applicable to the Property:

(a) Purpose and Intent. The intent of these design restrictions is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements. The design restrictions serve as an evaluative aid to Owners, builders, design professionals, City staff, the Planning Commission, City Council and the Architectural Control Committee in the design review of individual, private and public developments within the Property. Washington City zoning laws and regulations will apply for any area of design not addressed in these restrictions.

(b) ACC Design Guidelines. In addition to the design restrictions established in this section, the Architectural Control Committee shall have the power and authority to establish additional or supplemental design guidelines, provided that such guidelines may not conflict with any design restrictions in this section, or any covenants, conditions, or restrictions set forth in this Declaration. Any guidelines established by the Architectural Control Committee shall be approved by the Board and made available and provided to Lot Owners upon request.

(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 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 the Additional Land due to soil or 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.

(d) View and Sightlines. In its review of any building or landscaping plans, the Architectural Control Committee shall take into account and consider the locations of any structures, trees, or vegetation and the potential impact of the same on the surrounding view and sign lines and ensure that the maximum view of neighboring Lot Owners is being protected and preserved.

(e) Minimum Area. The minimum total square footage of living area shall be 2,750 square feet for one-story Units. Two-story Units shall have a minimum of 2,200 square feet on the main floor and 800 square feet on the second floor. *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.

(f) Setbacks. The following minimum setback standards apply to the Lot. 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 35 feet from front to curb to structure.

Side: Minimum of 15 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.

(g) Unit Height. Maximum Unit height shall be as follows: (1)(a) For single-story Units located within Northbridge Estates: twenty-two feet (22') from the average elevation of the sidewalk directly appurtenant to the Unit; and (1)(b) for two-story Units: only as limited by applicable ordinances of the City of Washington. Any portion of a single-story Unit may exceed the height restriction set forth above by a maximum of four feet (4') if such portion is no wider than ten feet (10') when viewed from any direction. (2)(a) For single-story Units located within Northbridge Subdivision: twenty feet (20') from the average elevation of the sidewalk directly appurtenant to the Unit; and (2)(b) for two-story Units: only as limited by applicable ordinances of the City of Washington. Any portion of a single-story Unit may exceed the height restriction set forth above by a maximum of four feet (4') if such portion is no wider than ten feet (10') when viewed from any direction. The ACC may make exceptions to the single-story 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 Lots.

(h) Exterior of Unit Walls. The exterior/outside walls of Units shall be designed and constructed so as to be at least 6" thick with at least R-19 insulation 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.

(i) Facades. Facades shall be synthetic stucco, masonry, brick or stone, with accents of brick, stone, or such other material and colors as adopted in the color palette and approved materials of the Architectural Control Committee.

(j) Roofs and Roofing Materials. Roofs must be sloped at a minimum 5/12 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 Architectural Control Committee.

(k) Exterior Surfaces or Materials. No reflective exterior surfaces or materials shall be used. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project. No exterior wood surfaces are allowed except for doors and decorative treatments.

(l) Windows. Windows must be of low "E" double-pane insulated glass and can be covered only by drapes, shutters, blinds or shades and cannot be painted or covered by foil, cardboard, reflective films, bed sheets, towels or other similar materials. The use and the covering of the interior surfaces of the glass doors and windows appurtenant to any Lot in the Properties, whether by draperies, shades or other items visible from the exterior of the building, shall be subject to the Association Rules; provided, however, that the exterior lining or surface of the draperies, shades or other covering items visible from the exterior shall be white or other neutral color approved by the Board.

(m) Colors. Base building colors shall be approved by the ACC as part of the approved color palette. Pastels or high gloss finishes may not be used. Complementary accent colors can be used on facia, window trim, shutters and doors as approved by the ACC.

(n) Prohibited Structures. Dome structures, log homes, pre-manufactured homes; re-located homes; and earth or berm homes of any type are not allowed. No storage or utility buildings are allowed. All structures intended for such uses must be built so as to be part of the Unit.

(o) Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a home either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time, except as may be necessary during the course of construction of a Unit upon any Lot. No old or second-hand structures shall be

moved onto any of said Lots. It is the Declarant's intention that all Units and other buildings to be erected within the Property be new construction, of good quality, workmanship, and materials.

(p) Driveways; Parking; Garages. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yard area of any Lot. The driveway, if any, in the front and side yard areas of each Lot shall be in a color that blends with the exterior of the structure located on such Lot. All Units must have attached three car garages; awnings and car ports are not permissible.

(q) Sight Obstructions. No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within the (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Architectural Control Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the Property.

(r) Fencing and Walls.

(i) *Generally.* The design for all fencing, walls, and other barriers, including fencing or mesh walls for sports courts, shall be approved by the Architectural Control Committee and constructed of an approved material and, in the case of any walls, shall be of approved colors. No fences or walls shall be constructed in the front setback area. Adjacent Lot Owners shall be responsible for paying fifty percent (50%) each of the cost of construction of any wall or fence shared by two Lots, unless such wall is used as retaining wall, in which case the cost to each adjoining Lot Owner shall be twenty five percent (25%). This amount shall be due and payable at closing if the wall is already constructed.

(ii) *Retaining Walls.* Retaining walls are restricted to a maximum height of five (5) feet, and must be tiered in five feet (5') feet long segments from face of wall to face of wall, except in Northbridge Estates where walls must be ten feet (10') from face to face. Retaining walls in front set back areas are restricted to a maximum height of two-and-a-half feet (2 ½') and must be tiered in two-and-a-half foot (2 ½') segments from face of wall to face of wall, except in Northbridge Estates where five foot (5') segments from face of wall to face of

wall are required. The Architectural Control Committee shall maintain a set of approved wall designs for use of all walls.

(iii) Side Walls and Back Walls. No side wall shall be designed or constructed to extend into the front setback area. Side walls must start ten feet (10') back from the front of the Unit and may not exceed six feet (6') in height. In Northbridge Estates, the back thirty feet (30') of side walls and all back walls must be constructed using one of the approved wall designs that incorporate wrought iron.

(s) External Illumination. Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent Units and away from the vision of passing motorists. Lighting used to illuminate sports courts or the like shall be directed downward so as not to illuminate or reflect on neighboring properties. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.).

(t) External Television or Other Antennae. Antennas for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior of the Unit. It is mandatory that all Units be pre-wired for cable reception. Satellite dish antennas shall be allowed provided they are located in such areas as may be designated by the Architectural Control Committee. In no event shall any satellite dish antennas installed on a Lot or Unit be visible from the roadway adjacent to the Lot or exceed 20 inches in diameter or width.

(u) Location of Air Conditioning, Heating, and Soft Water Equipment. Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.

(v) Utility Meters. Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring property. Exposed piping should be painted to match exterior colors of the Unit. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with applicable building codes and ordinances.

(w) Mailboxes. Declarant shall install cluster mailboxes. Said cluster mailboxes shall be the only allowed mail receptacles.

(x) External Apparatus. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Control Committee.

(y) Sports Courts. All sports courts which would be visible from roadways in the development or from neighboring properties shall require approval from the ACC prior to construction. Such sports courts shall be set back from all neighboring property lines a minimum of twenty feet (20') on each side. No walls, fencing, poles, netting, or mesh surrounding or adjacent to any sports court shall exceed a height of twelve feet (12') from the level of the court, and shall be of a color or colors which are in the ACC approved color palette. Lighting shall conform to the provisions of this Declaration for outdoor lighting. "Sports courts" shall include, without limitation, basketball courts, tennis courts, batting cages, golf practice greens or driving cages, and all similar improvements.

(z) Landscaping. Landscaping shall be completed in accordance with the landscape plan submitted to and approved by the Architectural Control Committee prior to construction of the Unit, and may include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, and appropriate shrubbery. The Architectural Control Committee shall establish guidelines for landscaping that must require minimum amounts of trees and vegetation that blends harmoniously with the Property and area surrounding the Property. Trees or vegetation that might exceed twenty feet (20') in height must be trimmed and maintained so as not to exceed twenty feet (20') in height. Retaining walls must be constructed where any cut slopes are created and for any fill slopes of more than a 1/8 grade.

(aa) Swimming Pools. Swimming pools are permitted provided that they are either (1) of gunite or concrete construction and sealed with a plastic or polymer substance or its equivalent, in addition to the concrete and in addition to any paint or surface covering to protect against leakage, (2) made of advanced composite with a ceramic core, or (3) made of a substance at least structurally equivalent to the advanced composite with a ceramic core. No fiberglass pools shall be allowed. The size of the pool shall not exceed 25% of the size of the lot, and the footings and construction of the swimming pool must be approved by a civil or structural engineer, licensed in the state of Utah. Further, the Owner shall carry insurance to pay for damage to property in any way associated with the swimming pool or hot tub, in the amount of at least \$500,000.00, and shall name the Declarant and the Association as one of the named insureds on the policy. The Owner shall certify to the Board at least annually that such insurance is in place. The Board may adjust the minimum amount of insurance coverage required herein from time to time in an amount it reasonably believes adequate to protect property that may be damaged in connection with the swimming pool or hot tub. Notwithstanding the foregoing, neither the Declarant, the Association nor the ACC, nor any of their agents have any legal duty to enforce the foregoing provisions, and any enforcement of any provisions herein shall not be deemed as an assumption of any duty or continuing duty to enforce. Any enforcement of the foregoing terms is entirely discretionary. Moreover, nothing in this part or, as a general and broader matter nothing respecting any term of this Declaration, shall be construed in any way as creating a duty upon or establishing negligence against the Declarant, the Association or the ACC or any of their agents.

(bb) Planting and Gardening. No planting or 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.

(cc) Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. Lot owners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property.

(dd) Easements. Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

(ee) Lateral and Subjacent Support and Drainage. An Owner's activities which affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent landowners.

(ff) Signs; Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than two (2) 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 during the construction and sales period or by 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.

4.4 **Construction and Contractor Provisions.**

(a) Commencement and Completion of Construction. The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and the same shall be completed within a reasonable time, not to exceed the time limits herein contained. The Owner of a Lot purchased from Declarant upon which no Unit has yet been constructed shall complete the following tasks within the time periods set forth: (i) the Owner shall secure a building permit to construct a Unit upon the Lot within twelve (12) months from the date of the conveyance of title from Declarant; (ii) the Owner shall complete construction of the Unit and obtain a certificate of occupancy ("CO") within twelve (12) months of

issuance of the building permit; and (iii) the Owner shall complete all landscaping and other improvements around the exterior of the Unit within six (6) months of issuance of the CO for the Unit.

(b) Lien for Timely Completion. Upon acceptance of any deed to a Lot, each Owner hereby agrees to either pay Declarant (or after the expiration of the Development Phase, the Association) the sum of 15% of the sale price of the Lot or, in the alternative, comply fully with the provisions of ¶ 4.4(a) above. Declarant (or after the expiration of the Development Phase, the Association) by recordation of this Declaration shall have a continuing lien upon each Lot in the Development equal to fifteen percent (15%) of the sale price of the Lot as paid to Declarant, which lien shall secure Owner's timely compliance with the provisions of ¶ 4.4(a) above. Specifically, should a Lot Owner fail to meet any of the deadlines set forth above, then Declarant (or after the expiration of the Development Phase, the Association) shall have the right to foreclose this continuing lien upon the property to recover the amount set forth, plus interest from the date of the Owner's first failure to meet any deadline at the rate of ten percent (10%) per annum, and costs and attorney fees associated with any foreclosure of said lien. Foreclosure of this lien may be done similar to trust deed foreclosures as provided under Utah law. In addition, should an Owner fail to meet the deadline for completion of exterior improvements set forth in (iii) above, the Declarant (or after the expiration of the Development Phase, the Association) may upon reasonable notice to the Owner enter upon the Lot to complete the landscaping and exterior improvements. The costs to the Declarant or Association of so entering and completing the improvements shall be added (with all associated interest, costs and attorney fees) to the lien described herein and collected upon foreclosure of the same.

(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, and which the Board shall grant upon good cause shown for such extension. 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.

(d) Release of Lien for Timely Completion. The continuing lien described in paragraph 4.4(b) above shall be released upon a given Lot only upon satisfaction of the following: (a) completion of all required improvements to such Lot as described in 4.4(a) above; and (b) if any deadlines set forth therein passed prior to required completion, payment to Declarant or the Association (as the case may be) of the required percentage of the Lot purchase price, plus interest accrued, costs and attorney fees expended; and (c) if Declarant or the Association completed any required improvements to the Lot, payment to Declarant or Association (as the case may be) of all amounts expended on such improvements, plus interest accrued, costs and attorney fees expended. Declarant (or after the expiration of the Development Phase, the Association) in its sole discretion

may otherwise release this lien, and waiver of any requirement herein shall not constitute a future waiver for any requirement herein.

(e) Subordination of Lien to Mortgages. The lien for timely compliance described in 4.4(b) above shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the time compliance requirements existing on such Lot. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien as to payments which became due prior to such sale or transfer. A subsequent purchaser of any lot following a foreclosure shall be subject to all requirements set forth in this part specifically including the obligations of subpart 4.4(a) above, except that the commencement date for purposes of subpart 4.4(a) shall be the date of the first recorded deed following recordation of the trustee's deed or sheriff's deed with the Washington County Recorder, rather than "the date of the conveyance of title from Declarant" as set forth in subpart 4.4(a). No sale or transfer, however, shall relieve a Lot Owner from personal liability for failing to meet time limits expiring after he or she takes title to the Lot.

(f) Fill or Grading. No Lot shall be filled or graded for any purpose without securing prior written approval of the Architectural Control Committee. Fill or grading plans must indicate the extent of such grading, all required engineering calculations, soil disposal or distribution methods proposed, cut and fill depths, etc. Only those areas approved for grading shall be included in the work and all other areas shall be held undisturbed in their natural conditions.

(g) Completion of Landscaping. Front yard landscaping shall be completed prior to or at the time a certificate of occupancy is issued for the Unit. Back yard landscaping shall be completed within six (6) months after issuance of the certificate of occupancy. The Architectural Control Committee shall establish a schedule of fines for failure to complete landscaping on or before the deadlines contained, which fines may be enforced as an assessment by the Board as set forth herein.

(h) Building Materials Storage. No Lot, part or portion of the Property shall be used or maintained as storage for building materials except during a construction phase. Once a Unit is occupied or made available for sale all building materials shall be removed or stored inside such Unit, out of public sight.

(e) Soils Test. The Lot purchaser is encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. The Architectural Control Committee may require that the Lot Owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test document. By approving the commencement of construction after review of any soils test and recommendation, the Architectural Control Committee is not warranting and shall not be deemed to have warranted the results of such test or recommendation.

(f) Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Lot in the Property must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be born by the purchaser or Owner.

(g) Maintenance of Lot During Construction. Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. The Architectural Control Committee may levy up to a Five Hundred Dollar (\$500) fine against a violator of this subsection and/or the Lot Owner for each day of a continuing violation. The fine shall be a charge on the land and shall be a continuing lien on the Lot.

(h) Builder Approval for Northbridge Estates. All Units constructed on Lots within Northbridge Estates shall be constructed by a Preferred Builder or an Approved Builder as those terms are defined in the guidelines established by the Architectural Control Committee. No Unit shall be constructed by an Owner, an Owner's agent, or an Owner's employee, who is not a Preferred Builder or an Approved Builder.

4.5 Inspection of Work by ACC. Inspection of the work relating to any approved improvement within the Property and correction of defects therein shall proceed as follows:

(a) During the course of construction, representatives of the Architectural Control Committee shall have the right to inspect the job site to confirm that the construction is proceeding in accordance with the approved plans and specifications.

(b) Upon the completion of any construction for which Architectural Control Committee approval is required, the Owner shall give the Architectural Control Committee a written notice of completion.

(c) Within thirty (30) days thereafter, the Architectural Control Committee, or its duly authorized representative, may inspect the work to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans. If the Architectural Control Committee finds that the work was not erected, constructed or installed in substantial compliance with the Owner's approved plans, then within the thirty (30) day inspection period the Architectural Control Committee shall give the Owner a written notice of noncompliance detailing those aspects of the work that must be modified, completed or corrected. If the violation or nonconforming work is not corrected, the Association and the Architectural Control Committee shall have the enforcement rights and remedies set forth in this Declaration, including levying a fine equal to the amount set forth in Section 4.4(a).

(d) If for any reason, other than inclement weather, the Architectural Control Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of the Owner's notice of completion, the work shall be deemed to have been constructed in accordance with the approved plans, unless it can be demonstrated that the Owner knew of the noncompliance and intentionally misled the Architectural Control Committee with respect thereto.

ARTICLE 5

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1 **Association Membership.** By virtue of this Declaration, each Owner of a Lot within the Property shall be a member of the Association.

5.2 **Voting Rights.** The Association has three classes of voting membership, Class "A," Class "B," and Class "C." Class A and Class B shall initially consist of all Owners excluding the Declarant. The class of membership to which an Owner belongs shall be determined by the subdivision in which the Owner's Lot is located, as set forth herein below. Class C shall consist only of the Declarant.

(a) **CLASS A.** Class A Members are all Owners of Lots within Northbridge Estates or subsequent phases of the same, with the exception of the Declarant until such time as some portion of Declarant's membership converts to Class A membership as provided for herein. Said Lots shall be considered and referred to as "Class A Lots." Class A Members are entitled to two (2) votes for each Lot owned, which two (2) votes may only be cast together and may not be split for any reason. When more than one person holds an interest in any Lot, the group of such persons shall vote as one Member. The vote for each such Lot shall be exercised as they among themselves determine, and in no event shall more or less than two (2) votes be cast with respect to any Class A Lot. The votes cast at any Association meeting by any of such co-Owners, whether in person or by proxy, are conclusively presumed to be the votes attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the votes involved shall not be counted for any purpose except as part of a determination of whether a quorum of votes exists.

(b) **CLASS B.** Class B Members are all Owners of Lots within Northbridge Subdivision or subsequent phases of the same, or other Lots which are not located within Northbridge Estates or its subsequent phases, with the exception of the Declarant until such time as some portion of Declarant's membership converts to Class B membership as provided for herein. Said Lots shall be considered and referred to as "Class B Lots." Class B Members are entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall vote as one Member. The vote for each such Lot shall be exercised as they among themselves determine, and in no event shall more or less than one (1) vote be cast with respect to any Class B Lot. The vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless

written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the votes involved shall not be counted for any purpose except as part of a determination of whether a quorum of votes exists.

(b) CLASS C. The Class C member is the Declarant. The Class C member is entitled to five (5) votes for each Lot owned, regardless of where such Lot is located within the Property. Class C membership will cease and be converted to Class A membership or Class B membership, as the case may be, only upon the expiration of the Development Phase or surrender of Class C membership status by the express written action of the Declarant. Declarant's membership at such time shall be split between Class A and Class B membership based on the location of Lots owned by Declarant at such time, as if Declarant were any other Owner in the development.

5.3 Defendant's Voting Rights in Expansion Area. In the case of expansion (as provided under this Declaration), the class of voting membership appurtenant to Lots owned by Declarant in the expansion area shall be Class C prior to expiration of the Development Phase, but after expiration of the Development Phase shall be either Class A or Class B based on location of the Lots so owned.

ARTICLE 6

FINANCES AND OPERATIONS

6.1 Authority to Assess Owners. The Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Articles and Bylaws.

6.2 Creation of Lien and Personal Obligation of Assessments. Excepting Declarant, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments authorized in the Governing Documents, including but not limited to: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) additional assessments; (4) emergency assessments; (5) any other amount or assessment levied or charged by the Association or Board of Directors pursuant to this Declaration; and (6) interest, costs of collection and reasonable attorney fees, as hereinafter provided.

All such amounts shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action it takes.

6.3 Assessment of Classes. Lots shall be assessed pursuant to the classification of each Lot as set forth in Article 5 above. In any twelve (12) month period, each Class A Lot, and the Owner thereof, shall be assessed double the amount assessed against each Class B Lot. The levy of assessments according to class as set forth in this paragraph shall be applicable to all assessments made under this Article 6, including regular annual assessments, special assessments, and additional assessments.

6.4 Purpose of Assessments. The assessments levied by the Association shall be used (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and (b) for the improvement and maintenance of any property, services, and facilities devoted to this purpose. The assessments must provide for, but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common Area; the payment of the cost of repairing, replacing, and maintaining the exteriors of each Lot or Unit; the payment of administrative expenses of the Association; the payment of insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of Common Area which must be replaced on a periodic basis; the payment of any professional services deemed necessary and desirable by the Board; and other amounts required by this Declaration or that the Directors shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Board, for the payment of other charges including (without limitation) maintenance, management, and utility charges, including for the maintenance of landscaping on publicly dedicated roadways adjacent to or passing through the Property.

6.5 Maximum Annual Assessment. Until January 1 following recording of this Declaration, the maximum annual assessment shall be Five Hundred Twenty-eight Dollars (\$528.00) per Class B Lot, or One Thousand Fifty-Six Dollars (\$1,056.00) per Class A Lot. These amounts shall be the basis of calculation for future maximum annual assessments.

(a) From and after the date referred to above the maximum annual assessment shall be increased each year by ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership.

(b) The Members of the Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period by majority vote, except that such change may also be made by the Board prior to the expiration of the Development Phase.

The actual annual assessment need not increase annually. The Board shall set the actual annual assessment on an annual basis. Notice shall be given to each owner as provided in Section 6.8. The Board must set the actual annual assessment to be an amount at or less than the Maximum Annual Assessment.

6.6 Special Assessments for Capital Improvements. In addition to the annual assessments, the Members of the Association by majority vote (and prior to expiration of the

Development Phase, the Board) may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Common Area or structures, fixtures and personal property located on or related thereto.

6.7 Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Members of the Association by majority vote (and prior to expiration of the Development Phase, the Board) shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or the Common Area from the activities of the State of Utah, Washington City, or other utility provider in maintaining, repairing or replacing the utility lines and facilities thereon, and may also levy such additional assessments as may be necessary from time to time for the payment of any professional services deemed necessary and desirable by the Board.

6.8 Emergency Assessments. Notwithstanding anything contained in this Declaration, the Board, without Membership approval, may levy emergency assessments, increase annual assessments, or levy special assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment. An emergency situation is one in which the Board finds:

- (a) An expenditure, in its discretion, required by an order of a court, or to settle litigation;
- (b) An expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (c) An expenditure necessary to repair, maintain, or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.)

6.9 Notice and Quorum for any Action Authorized Under Sections 6.5, 6.6, and 6.7 Written notice of any meeting of Members called for the purpose of taking any action authorized under Section 6.5, 6.6, or 6.7 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of the votes of the entire Membership shall

constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.10 Uniform Rate of Assessment in Each Class. Both annual and special assessments must be fixed at a uniform rate for all Lots in a given class as set forth in Section 6.3 above; provided, however, that no assessments shall accrue against the Declarant so long as the Declarant has Class C membership.

6.11 Date of Commencement of Annual Assessment; Payment; Due Dates.

(a) The annual assessment provided for herein shall commence to accrue against a Lot upon 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.

(b) At least thirty (30) days prior to the commencement of each new assessment period, the Board shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment. Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

(c) The assessment due dates shall be established by the Board. The Board may provide for the payment of annual, special, and/or additional assessments in equal installments throughout the assessment year on a monthly or quarterly basis.

(d) The Board shall prepare a roster of Lot Owners in the Property and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

6.12 Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors shall determine appropriate) until paid. In

addition, the Directors may assess a late fee for each delinquent installment that shall not exceed ten percent (10%) of the installment.

(a) *Remedies.* To enforce this Article, the Directors may, in the name of the Association: (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment; (b) may foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law; (c) may restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Member or any and all rights such Member has to the use and enjoyment of the Common Area and facilities; and/or (d) suspend the voting rights and/or common utility service of the Owner for any period during which any assessment or portion thereof against the Owner's Lot remains unpaid.

(b) *Attorney Fees and Costs.* There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees, together with an account for the reasonable rental for the Lot from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

(c) *Power of Sale.* A Power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure.

6.13 Right to Collect Future Rent Payments. Pursuant to Utah Code Ann. §57-8a-205 of the Community Association Act, (1953, as amended), if a Lot Owner who is leasing his lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board, upon compliance with this section and the Community Association Act, may demand that the Lot Owner's tenant pay to the Association all future lease payments due from the Lot Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid. The exercise of this section shall be conducted in accordance with the requirements of the Community Association Act, and as follows:

(a) The Board shall provide written notice to the Lot Owner of its intent to demand full payment from the Lot Owner's tenant under this section. The written notice shall: (i) provide notice that full payment of the remaining lease payments will begin with the next monthly or other periodic payment unless the assessment is received within twenty (20) days of the date the notice is sent; (ii) state the amount of the assessment due, including any interest or late payment fee; (iii) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and (iv) provide the requirements and rights described in Section 57-8a-205 of the Community Association Act.

(b) If the Lot Owner fails to pay the assessment due by the date specified in the notice, the Board may deliver the written notice to the tenant that demands future lease payments due from the tenant to the Lot Owner be paid directly to the Association. The notice to the tenant shall state: (i) that due to the Lot Owner's failure to pay the assessment within the time period allowed, the Lot Owner has been notified of the intent of the Board to collect all lease payments due from the tenant; (ii) that until notification by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Lot Owner; and (iii) that payment by the tenant to the Association in compliance with this section and will not constitute a default under the terms of the tenant's lease agreement with the Lot Owner. A copy of this notice shall be mailed to the Lot Owner. The Association may not initiate action against a tenant who makes payments under this section.

(c) All funds paid to the Association pursuant to this section shall be (i) deposited in a separate account and disbursed to the Association until the assessment due, together with any cost of administration, which cost may not exceed \$25, is paid in full. Any remaining balance shall be paid to the Lot Owner within five (5) business days after payment in full to the Association.

(d) Within five (5) business days after payment in full of the assessment, including any interest or late payment in full of the assessment, including any interest or late payment fee, the Board shall notify the tenant in writing that future lease payments are no longer due to the Association. The Board shall mail a copy of this notification to the Lot Owner.

6.14 Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein:

- (a) All property dedicated to and accepted by any local public authority;
- (b) All Common Area; and
- (c) All Lots owned by Declarant.

6.15 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

6.16 Books, Records, and Audit. The Association shall maintain current copies of this Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business

hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the Audit are provided to the Association.

ARTICLE 7 **INSURANCE**

7.1 Casualty Insurance on Insurable Common Area. The Directors shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Directors may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Directors deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Units including the structural portions and fixtures thereof. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

The Association policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements herein. In the event of an insured loss, the deductible shall be treated as a common expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner and the Owner's Lot.

7.2 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or

replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Units, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the Property covered by insurance written in the name of the Association, the Directors are empowered to and shall represent the Members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each Owner for this purpose.

7.3. Liability Insurance. The Directors shall obtain a comprehensive policy of public liability insurance covering all of the Common Area for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

7.4 Fidelity Insurance. The Directors may elect to obtain fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. In procuring fidelity insurance the Directors shall seek a policy which shall (1) name the Association as obligee or beneficiary, (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee".

7.5 Annual Review of Policies. The Directors shall review all insurance policies at least annually in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

ARTICLE 8

ENFORCEMENT

8.1 Violation Constitutes Nuisance. Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant, the Association, or a Lot Owner or owners. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

8.2 Enforcement. Each and all of the covenants, conditions, and restrictions in this Declaration are for the benefit of the Owners, Declarant, and the Association. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said covenants, conditions, and restrictions are and shall be deemed covenants of

equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant, the Association, or a Lot Owner or owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The Architectural Control Committee may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorneys' fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner's Lot, enforceable at law, until such payment therefore is made.

8.3 Right to Enforce. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Association, or any Lot Owner, and each of their legal representative, heirs, successors and assigns, and failure to enforce any of said covenants, conditions, and restrictions shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 9

DECLARANT'S BUSINESS, MARKETING, AND SALES

Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction of Units and sale of Lots during the Development Phase, and upon such portion of the Property including lots or Common Area, if any, as Declarant deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, Declarant shall have the right of use of any Lots or any Common Area and facilities thereon, including any Common Area, community buildings, without charge during the sales and construction period to aid in its marketing activities. An easement is hereby reserved to Declarant and its officers, agents, employees, and assigns, upon, across, over, in, and under the Property to perform any act it deems reasonably necessary to develop, market, and sale the Property and any Lot therein.

ARTICLE 10

EASEMENTS

10.1 Encroachments. Each Lot and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure

containing Lots is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

10.2 Utilities. There is hereby created a blanket easement upon, across, over and under all of the Property for utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Property to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Property, provided that all such services shall be placed underground, except that said utilities may affix and maintain electrical and/or telephone wires, pipes, circuits and conduits on, above, across and under roofs and exterior walls. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof. Declarant reserves the right to convey to itself and to other adjoining landowners, easements for roadway and utility use in the Common Area, and the right to connect to and use roadways and utilities owned or controlled by the Association or serving the Property. The Declarant reserves the right to execute agreement(s) which may confer on itself or adjacent landowners or Owners associations the right to use Common Area.

10.3 Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common Area in the performance of their duties.

10.4 Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common Area, if any, and any Lot to perform the duties of maintenance and repair.

10.5 Easement for Declarant. The Declarant shall have a transferable easement over and on the Common Areas and facilities and utilities for the purpose of making improvements on the Property or on any additional land under the Declaration, or any development, related to or unrelated, on land described herein or adjacent to the Property and for the purpose of doing all things reasonably necessary and proper in connection with the same.

10.6 Ingress and Egress to Northbridge Estates. The Directors may establish reasonable rules and regulations governing ingress and egress to Northbridge Estates, subject to any government entity's ability to access Northbridge Estates for emergency purposes.

10.7 Easements of Record. The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE 11
AMENDMENT AND EXPANSION

11.1 **Amendment.** This Declaration may be amended, modified, extended, or revoked, in whole or in part, upon the affirmative vote or written consent of Lot Owners holding at least seventy-five percent (75%) of the votes of the Association. Any proposed amendment shall be sent to every Lot Owner at least thirty (30) days in advance of seeking such consents and consents or an affirmative vote must be obtained within a 180-day period thereafter. Notwithstanding the foregoing, the Declarant reserves the right to unilaterally amend, modify, extend, or revoke this Declaration for any reason, in whole or in part, during the Development Phase without prior approval of the Association or its Members. As a courtesy to the Association the Declarant shall immediately notify the Board of any such unilateral amendment upon recording. Any amendment, modification, termination, or revocation shall be immediately effective upon recording in the office of the Washington County Recorder a copy of such amendment, modification, termination, or revocation accompanied by (when not a unilateral amendment by Declarant) a verified certificate of the Secretary of the Association stating that the required affirmative vote or number of consents were obtained and that such consents or the minutes of the meeting at which such vote was held will be placed on file in the Association's office.

11.2 **Annexation/Expansion.** The Declarant may unilaterally subject any portion or portions of the Additional Land to this Declaration. The Declarant shall indicate its intent to have such property included as part of the Property bound by this Declaration on the plat of the same and shall record a declaration of annexation including and subjecting such Additional Land to this Declaration. Said declaration of annexation shall include a statement that such portion or portions of the Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, as the same may be amended or supplemented in accordance with the foregoing paragraph 11.1. Such declaration of annexation shall also set forth the class or classes of membership in the Association to which the Owners of Lots in the Additional Land shall belong, and may also set forth whether any two-story homes may be constructed on the portion of Additional Land or any other provision relevant to development of the same. Thereafter, such additional property shall be considered as part of the Property in all respects, and lots therein shall constitute Lots under this Declaration.

11.3 **Withdrawal of Property.** At any time on or before the expiration of the Development Phase, the Declarant shall have the right to withdraw property from the Property without the consent of any other Owner or person. A withdrawal of all or any portion of the Property shall be affected by the Declarant recording with the Washington County Recorder an amendment to this Declaration setting forth the legal description of the property being withdrawn. Upon the withdrawal of any property from the Property pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions or restrictions set forth in this Declaration.

ARTICLE 12
GENERAL PROVISIONS

12.1 **Duration of Covenants.** The covenants, conditions, and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth.

12.2 **Notices.** Any notice required under the provisions of this document to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Lot Owner.

12.3 **Construction and Severability.** All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together. Invalidation of any one of said restrictions, covenants, or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining covenants, conditions, or restrictions, or any parts thereof.

12.4 **Assignment of Powers.** Any and all rights and power of the Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant: is used herein, it includes Declarant and its successors and assigns.

12.5 **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.6 **Waivers.** No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

12.7 **Conflicts between Documents.** In case of conflict between Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

12.8 **Topical Headings.** The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 18 day of February, 2005.

DECLARANT:
NORTHBRIDGE DEVELOPMENT, LLC



BY: GLENN BINGHAM
ITS: Manager

STATE OF UTAH)
) : ss.
COUNTY OF WASHINGTON)

On this 18th day February, 2005, before me personally appeared Glenn Bingham, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of NORTHBRIDGE DEVELOPMENT, LLC, a Utah Limited Liability Company, and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.



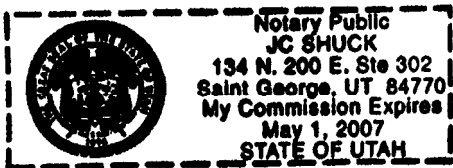
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

NORTHBRIDGE ESTATES:

COMMENCING AT THE NORTHEAST CORNER OF LOT 28 OF "SHADOW BLUFF SUBDIVISION" IN THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 9, T 42 S, R 15 W, SALT LAKE BASE AND MERIDIAN, THENCE N14°16'09"E 390.36 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED N00°49'54"E ALONG THE SECTION LINE 696.42 FEET AND S89°10'06"E 773.01 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF A 25.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS N75°43'51"W; THENCE NORTHWESTERLY 39.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'59" TO THE POINT OF TANGENCY; THENCE N75°42'50"W 159.01 FEET TO THE POINT OF A 205.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 277.89 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°40'07" TO THE POINT OF TANGENCY; THENCE N01°57'17"E 91.53 FEET TO THE POINT OF A 505.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 161.84 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°21'42"; THENCE N71°49'57"W 137.10 FEET; THENCE S83°15'38"W 141.62 FEET; THENCE S77°22'39"W 74.17 FEET; THENCE S50°20'29"W 187.32 FEET; THENCE S33°17'39"W 132.92 FEET; THENCE S37°55'12"W 131.70 FEET; THENCE S62°39'32"W 41.90 FEET; THENCE N84°52'04"W 70.74 FEET; THENCE S80°26'09"W 80.36 FEET; THENCE S48°08'58"W 70.83 FEET; THENCE S33°48'22"W 140.39 FEET; THENCE N71°25'01"W 243.33 FEET; THENCE N22°39'45"W 35.99 FEET; THENCE N36°09'25"E 303.21 FEET; THENCE N05°20'28"W 519.84 FEET; THENCE N33°00'03"W 89.13 FEET; THENCE N56°54'37"E 196.48 FEET; THENCE N59°24'26"E 25.00 FEET; THENCE S30°35'34"E 86.77 FEET TO THE POINT OF A 234.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 194.20 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°33'01"; THENCE S73°02'33"E 32.00 FEET TO A POINT ON A 268.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS S73°02'33"E; THENCE SOUTHWESTERLY 25.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'27"; THENCE S78°28'00"E 160.04 FEET; THENCE N00°01'13"W 47.25 FEET; THENCE N77°58'33"E 222.40 FEET; THENCE N09°54'00"W 80.97 FEET; THENCE N80°06'00"E 215.00 FEET; THENCE S09°54'00"E 12.36 FEET; THENCE N80°06'00"E 197.00 FEET; THENCE S09°54'00"E 97.20 FEET; THENCE S89°40'55"E 62.11 FEET; THENCE N70°29'07"E 80.00 FEET TO A POINT ON A 610.00 FOOT RADIUS CURVE TO THE RIGHT, THE RADIUS POINT BEARS S70°29'07"W; THENCE SOUTHWESTERLY 424.06 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°49'52" TO THE POINT OF A 425.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 136.20 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°21'42" TO THE POINT OF TANGENCY; THENCE S01°57'17"W 91.53 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 65.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°03'24" TO THE POINT OF A 30.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE SOUTHEASTERLY 21.60 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°15'41" TO THE POINT OF TANGENCY; THENCE S69°21'48"E 67.87 FEET; THENCE S75°31'44"E 140.00 FEET; THENCE N59°16'44"E 35.35 FEET; THENCE S75°43'49"E 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GREEN SPRING DRIVE; THENCE S14°16'09"W 153.18 FEET ALONG SAID WEST RIGHT OF WAY TO THE POINT OF BEGINNING.

CONTAINS 16.62 ACRES.

NORTHBRIDGE SUBDIVISION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 28 OF THE RECORD "SHADOW BLUFF SUBDIVISION", SAID POINT BEING LOCATED N00°49'54"E ALONG THE SECTION LINE 535.18 FEET AND S71°25'01"E 716.40 FEET FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N71°25'01"W 1218.71 FEET ALONG THE NORTH LINE OF SAID "SHADOW BLUFF SUBDIVISION"; THENCE N33°48'22"E 140.39 FEET; THENCE N48°08'58"E 70.83 FEET; THENCE N80°26'09"E 80.36 FEET; THENCE S84°52'04"E 70.74 FEET; THENCE N62°39'32"E 41.90 FEET; THENCE N37°55'12"E 131.70 FEET; THENCE N33°17'39"E 132.92 FEET; THENCE N50°20'29"E 187.32 FEET; THENCE N77°22'39"E 74.17 FEET; THENCE N83°15'38"E 141.62 FEET; THENCE S71°49'57"E 137.10 FEET TO A POINT ON A 505.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS BEARS S69°41'01"E; THENCE SOUTHWESTERLY 161.84 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°21'42" TO THE POINT OF TANGENCY; THENCE S01°57'17"W 91.53 FEET TO THE POINT OF A 205.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 277.89 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°40'07" TO THE POINT OF TANGENCY; THENCE S75°42'50"E 159.01 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 39.26 FEET ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 89°58'59" TO THE POINT OF TANGENCY AND IS A POINT ON THE WEST RIGHT OF WAY LINE OF "GREEN SPRING DRIVE"; THENCE S14°16'09"W 390.36 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS 13.62 ACRES.