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Rhonda Francis Summit County Recorder

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By Wrona DuBois, P.L.L.C.

Electronically Recorded

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
OF
IRONWOOD AT DEER VALLEY**

This Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Ironwood at Deer Valley is made and executed by the Ironwood HOA, a Utah nonprofit corporation (the "**Association**"). Except as otherwise defined herein, capitalized terms are defined in the Declaration (defined below).

RECITALS

A. **WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Easements (the "**Declaration**") was recorded in the Office of Recorder for Summit County, Utah on August 27, 2003 as Entry No. 00670685, Book 01564, beginning at Page 1249 contemporaneous with the final plat for Ironwood Phase I thereby establishing the Ironwood expandable condominium project (the "**Project**").

B. **WHEREAS**, consistent with the rights reserved to the developer in the Declaration, the Project was expanded by recording the First Supplemental Declaration to the Declaration of Covenants, Conditions, Restrictions and Easements of Ironwood at Deer Valley (the "**First Supplement**") on March 24, 2004 as Entry No. 00692706, Book 01607, beginning at Page 00034, together with the final plat for Ironwood at Deer Valley Phase II.

C. **WHEREAS**, the Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Ironwood at Deer Valley (the "**First Amendment**") recorded on August 3, 2004 as Entry No. 00706510, Book 01638 beginning at Page 00169.

D. **WHEREAS**, the Declaration, as amended by the First Amendment, was further amended by the Second Amendment to Covenants, Conditions, Restrictions and Easements for Ironwood at Deer Valley (the "**Second Amendment**") recorded on April 19, 2005, as Entry No. 00733236, Book 01693, beginning at Page 00946.

E. **WHEREAS**, pursuant to Declaration § 13.2, the Declaration may be further amended upon the vote or written consent of Owners holding at least sixty-seven percent (67%) of the votes of the Association.

F. **WHEREAS**, the Association now desires to further amend the Declaration for the benefit of the Association, the Owners and the Project.

G. **WHEREAS**, as evidenced by this instrument, the Association has obtained the necessary approval for amendment of the Declaration, as amended by the First Supplement, the First Amendment, and the Second Amendment, as provided herein.

NOW, THEREFORE, pursuant to the foregoing, the Association, acting by and through its duly elected Board of Trustees, hereby makes and executes this Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Ironwood at Deer Valley (this "**Third Amendment**") and amends the Declaration as follows:

AMENDMENT

1. Section 4.11 of the Declaration shall be and hereby is replaced in its entirety with the following:

4.11 Balconies, Porches, Patios and Decks

No improvements or alterations with respect to balconies, porches, patios and decks shall be permitted without the prior written approval of the Architectural Committee. Plans for balconies, porches, patios and decks, or alterations or improvements thereto shall be submitted to and reviewed by the Architectural Committee consistent with the provisions in Sections 4.4 and 4.5 of this Declaration. As Limited Common Area, no Owner, guest, invitee, or tenant of an Owner shall have the right to occupy the Limited Common Area balcony porch, patio or deck of any other Owner in the Development. Except for driveways, which are treated as Limited Common Area, the Association shall have no responsibility for maintenance of any balconies, porches, patios or decks located within the Development. Maintenance of balconies, porches, patios and decks located within the Unit shall be exclusively the responsibility of the respective Owner. Notwithstanding, in the interest of protecting and preserving uniformity in appearance of the buildings and standards within the Project, maintenance of the balconies, porches, patios and decks subject shall be subject to review and approval by the Board of Trustees.

2. Section 6.9 shall be and hereby is replaced, in its entirety, with the following:

6.9 Enforcement of Assessment Obligation; Priorities; Discipline

If all or any part of any Assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, then (i) an automatic late charge of Fifty Dollars (\$50.00) shall be assessed and additional Ten Dollars (\$10.00) sums shall be assessed for each month or fraction thereof from the due date until the Assessment and late charges are paid and (ii) an

interest charge of ten percent (10%) per annum compounded annually on the unpaid Assessment or part thereof shall be assessed for each month or fraction thereof from the due date until the Assessment and interest charges are paid. Each unpaid Assessment shall constitute a lien on each respective Unit prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies, which, under Utah law, are superior thereto, and (2) the lien or charge of any Mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by Utah law. The Association shall have the power to credit bid for the Unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Assessments, rent and attorneys' fees shall be maintainable without foreclosing or waiving any lien securing the same. The Board of Trustees may impose fines, attorneys' fees and/or other sanction for nonpayment of Assessments, including temporary suspension of a delinquent Owner's access to and use of recreational facilities and right to receive utility service which is paid for by the Association as a common expense (excluding, however, any utility service separately metered to the Unit and paid for directly by the Owner). Consistent with the Condominium Act, before terminating a delinquent Owner's rights, the Association shall give at least fourteen (14) days' prior written notice, as set forth in the Bylaws or by email to any email addressed provided to the Association by the Owner or used by the Owner to communicate with the Association, any Trustee, or the Association's manager, of the pending termination of access to and use of recreation facilities and/or utility service. Such notice shall include an estimate of any costs to reinstate the utility service, if applicable, and shall also notify the Owner of his/her/their right to request a hearing as provided in the Condominium Act. If a hearing is requested, the Association shall not terminate the delinquent Owner's rights or utility service until after a decision is issued by the Board of Trustees. A hearing requested pursuant to this Section 6.9 shall conform to the hearing provisions outline in Section 8.17.6 of this Declaration.

3. Section 8.7 shall be and hereby is replaced, in its entirety, with the following:

8.7 Clothes Lines, Pet Lines, Pet Enclosures and Fences

No exterior clothes lines, pet lines, pet enclosures or fences shall be erected or maintained and there shall be no outside drying or laundering of clothes, rugs, carpets, furniture or other personal property.

4. Section 8.9 shall be and hereby is amended by adding a new sentence at the end, as follows:

8.9 Window Covers

Except for holiday decorations which may be displayed in or on a Unit window up to thirty (30) days prior to the holiday and thirty (30) days after, no

pictures, posters, signs, banner, displays or similar items may be placed or displayed in a Unit window or otherwise situated in a Unit so as to be visible from outside the Unit. Colored lighting in a Unit visible from outside the Unit is prohibited.

All other portions of Section 8.9 remain the same and in full force and effect.

5. Section 8.12 shall be and hereby is amended by adding to the end the following:

8.12 No Noxious or Offensive Activity

No music shall be played inside a Unit so it is audible in the Common Area or in another Unit and no music will be played on Common Area so it is audible inside a Unit. Owners shall be responsible to ensure that guests entering and/or leaving gatherings and/or parties shall be quiet while in the Common Area so as not to bother other Owners and guests. Cars, motorcycles, vans, campers, trailers and other vehicles may not be parked on the street overnight. No storage containers, shipping containers, trailers or pods may be left on the street overnight or anywhere else on the Common Area at any time. Shipping containers may be left in a driveway for up to three consecutive days and nights during an acquisition and/or sale related relocation to or from a Unit. No vehicles, equipment or pets that make noise from the Common Area or from inside a Unit that is audible inside another Unit when the windows are closed will be permitted. No personal property, including, but not limited to, bicycles, sporting equipment, sleds, tools, furniture, equipment, or toys may be stored or left on Common Area or left overnight on Limited Common Area in front of a Unit (driveways, walkways, hallways). Any personal property left on driveways, walkways, hallways, landscaped areas, and in the fitness center for more than twenty-four (24) hours shall be deemed abandoned property and the Board of Trustees may dispose of same by any means it deems appropriate, without notice to Owner. Notwithstanding the foregoing, approved patio chairs and tables may be left on second floor balconies on the front side of Units. No parties or gatherings of more than ten (10) people shall be held on Common Area without the prior authorization of the Association. No garbage or trash shall be disposed of, deposited on, or stored on Common Area.

All other provisions in 8.12 shall remain in full force and effect.

6. A new Section 8.17 shall be and hereby is added, as follows:

8.17 Violations/Fines.

The Board of Trustees is expressly authorized to impose fines for any violation of this Article 8 of the Declaration or any other provision of the Declaration or any other governing document of the Association. Fines for violations shall be as follows:

8.17.1 First Violation. The Association shall give a written warning to the Owner, by hand-delivery, first class U.S. mail, or email, which shall: (a)

notify the Owner of the violation by describing the violation, and stating the provision of this Declaration or the rule or the provision(s) of any other governing document of the Association that was violated; and (b) inform the Owner that a fine may be imposed if a second similar violation occurs within one year of the date of the warning, and/or if the violation is not cured within forty-eight (48) hours after the day of the warning.

8.17.2 Second Violation. In the event of a second violation of the same type, after a warning in any one-year time period, or in the event of a continuing uncorrected violation after the initial 48-hour warning period, a fine of two hundred fifty dollars (\$250.00) may be imposed on the Owner. No warning is required before the imposition of a fine for a second violation of the same kind within a one-year period, or for a continuing fine not cured more than 48 hours from the initial warning. In the event of a second parking violation within a one-year period, the vehicle may be booted or towed in addition to any other remedy.

8.17.3 Third Violation. In the event of a third violation of the same type within a one-year period, or ten days after the imposition of an initial fine for a continuing violation, a fine of two hundred fifty dollars (\$250.00) may be imposed on the Owner. No warning is required before the imposition of any fine for a third violation of the same kind within a one-year period or for a continuing violation which remains uncorrected ten (10) days after the assessment of the initial fine.

8.17.4 Fourth and Subsequent Violations. Subject to the limitations in the Condominium Act on the aggregate amounts of fines assessed against an Owner in a calendar month, in the event of a fourth violation of the same kind within a one-year period after imposition of the previous fine, or for any continuing violation which continues at least ten days after the imposition of a previous fine, a fine of \$500.00 may be imposed on the Owner.

8.17.5 All fines described herein are Assessments as described in the Declaration, and, therefore, shall accrue interest and late fees at the same rate and in the same manner as an unpaid Assessment under Section 6.9 of this Declaration.

8.17.6 An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed. If a hearing is requested, no interest or late fees shall accrue related to the fine until after the hearing has been conducted and a final decision has been rendered by the Board of Trustees. All requests for hearing shall be in writing and shall be mailed, hand-delivered or emailed to the Board of Trustees or the Association's manager. The hearing shall occur within thirty (30) days after the Owner delivers a written request for hearing and the Owner shall have notice of the hearing at least fourteen (14) days before the date of the hearing. A hearing shall be governed by the following:

8.17.6.1 The Owner shall appear at the time and place designated by the Board of Trustees for the hearing. The appearance may be telephonic or via video conferencing, if available. All individuals are attending on behalf of the Owner may also attend telephonically or via video conferencing, if available.

8.17.6.2 At the hearing, the Owner contesting the fine shall be entitled to a reasonable amount of time to present evidence to challenge the alleged occurrence of the violation or present other information as the Owner believes is pertinent or appropriate for the Board of Trustee's consideration. The Owner may invite other Owners or Persons to present evidence or information related to the alleged occurrence of the violation.

8.17.6.3 The Board of Trustees may establish and announce at or before the hearing any other reasonable requirements or restrictions to facilitate efficiency and/or fairness of the hearing. The Board of Trustees may rely on any reasonable information and evidence in determining whether or not a violation has occurred, both initially and after a hearing.

8.17.6.4 Within ten (10) days of the hearing, the Board of Trustees shall issue and mail or email to the Owner a written decision regarding the dispute. The Board of Trustee's decision shall be final, subject only to the Owner's right to challenge the decision in a court of competent jurisdiction within the time prescribed by law.

8.17.6.5 A fine assessed pursuant to this Section 8.17 which remains unpaid after the Board of Trustees' decision, or after the time for requesting a hearing has expired without a hearing being requested, may be collected as an unpaid Assessment by any means authorized in this Declaration or any other governing document of the Association or the Condominium Act."

7. Section 14.1 shall be and hereby is amended by adding to the end the following:

14.1 Enforcement

In any action to interpret or enforce any rule or regulation of the Association or any provision of any other governing document of the Association by the Association or any Owner, the prevailing party shall be entitled to recover attorneys' fees and costs from the nonprevailing party.

8. All other provisions of the Declaration, as amended by the First Supplement, First Amendment, and Second Amendment, shall remain unchanged and in full force and effect.

9. This Third Amendment is intended to and shall run with the land and shall be binding on the Project, the Association, and all current and future Owners.

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Signature page to follow]

IN WITNESS WHEREOF, the undersigned officer of the Association hereby certifies that the Board of Trustees has obtained at least sixty-seven percent (67%) of the votes in the Association necessary to approve the foregoing Third Amendment to the Declaration of Condominium of Covenants, Conditions, Restrictions and Easements for Ironwood at Deer Valley.

IRONWOOD HOA

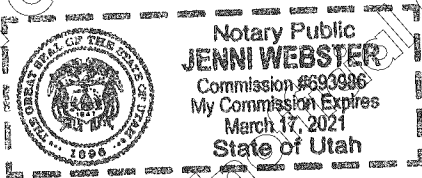
BY: [Signature]

DATE: 10/1/18

ITS: President
President

STATE OF UTAH)
) :ss
COUNTY OF Summit)

Before me, on the 1st day of October, 2018, personally appeared Seven Jones, in his/her/their capacity as the President of the Ironwood HOA, who acknowledged before me that he/she/they executed the foregoing instrument in such capacity on behalf of said corporation.



[Signature]
Notary Public

EXHIBIT A
Legal Description

The real property and Units referred to in the foregoing Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Ironwood at Deer Valley located in Summit County, Utah and are more particularly described as follows:

All of the Units within the Ironwood Condominium Phase I & Phase II, and appurtenant common area and facilities as shown thereon.

Parcel Nos.

IWDV-I-B-5	IWDV-I-C-9A-1AM	IWDV-II-A-2	IWDV-II-E-18	IWDV-II-F-22
IWDV-I-B-6	IWDV-I-D-12	IWDV-II-A-3	IWDV-II-E-19	IWDV-II-G-23
IWDV-I-B-7	IWDV-I-D-14	IWDV-II-A-4	IWDV-II-EHU	IWDV-II-G-24
IWDV-I-B-8	IWDV-I-D-15	IWDV-II-E-16	IWDV-II-F-20	IWDV-II-G-25
IWDV-I-C-11-1AM	IWDV-II-A-1	IWDV-II-E-17	IWDV-II-F-21	