

WHEN RECORDED, RETURN TO:  
David L. Knowles  
SMITH KNOWLES & HAMILTON, P.C.  
4723 Harrison Blvd., Suite 200  
Ogden, Utah 84403

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR  
IRONWOOD, A PLANNED UNIT DEVELOPMENT**

This Amendment to Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Ironwood, a Planned Unit Development, is made effective October 1, 1997, by Ironwood Owners Association, a Non-Profit Corporation of the State of Utah, as approved by at least seventy-five percent (75%) of the voting power of the only class of members of Ironwood Owners Association, whose consent has been obtained for adoption of this Amendment.

WITNESSETH:

WHEREAS, a duly executed Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Ironwood, a Planned Unit Development ("the Declaration") was recorded on September 5, 1978, as Instrument No. 750991, in Book 1261, Page 609, et seq. official records of Weber County, Utah; and

WHEREAS, the Declaration has heretofore been amended, although no prior amendment has purported to effect a change or amendment to Article XIII, which this current amendment will affect as set forth below; and

WHEREAS, this amendment relates to and is binding on all real property included in Ironwood, a Planned Unit Development (see Exhibit A for legal description); and

WHEREAS, the Owners holding not less than seventy-five percent (75%) of the voting power of the Association have consented in writing to this amendment, the same Owners representing the sole class of membership now in existence.

NOW, THEREFORE, Article XIII, Sections 1, 2 and 3, of the Declaration are amended to read as follows:

E# 1517441 BK1903 PG1575  
DOUG CROFTS, WEBER COUNTY RECORDER  
26-JAN-98 350 PM FEE \$4.00 DEP NB  
REC FOR: SMITH.KNOWLES.&.HAMILTON

#105<sup>00</sup>

## ARTICLE XIII

### Insurance

**Section 1. Insurance Obligation of Association.** The Association shall keep all buildings, Improvements and fixtures of the Common Area and all portions of all dwelling units and dwelling unit structures and all other structures from the outside into and including but not limited to unfinished sheetrock and uncovered sub-flooring, including all concrete foundations, structural and interior walls, electrical and plumbing systems (including fixtures), insides of walls, framing members, glass and attics, 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 all such insurance. All insurance coverage described in this part 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 included in the common assessments made by the Association.

**Section 2. Insurance Obligations of Owners.** Each Owner shall insure floor coverings, wall coverings and finishes, window coverings and fixtures (including, but not limited to cabinets), and is encouraged to insure the contents and personal property to be located in such unit or otherwise owned by Owner, against loss or damage by fire or by any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah or under such other insurance as may be required by any mortgagee of the residence. All insurance for floor coverings, wall coverings or finishes, window coverings and fixtures (including, but not limited to cabinets), shall be for the full replacement value of the property being insured. Each Owner shall, within thirty (30) days after the recordation of the conveyance of his lot to said Owner, and thereafter at least ten (10) days prior to the expiration, termination, cancellation or modification of any existing policy, furnish to the Association duplicate copies of policies or certificates thereof, showing that the insurance required in this part is currently in force certified by the insurance company or by its duly authorized agent. All such policies shall contain a provision that the same shall not be cancelled or terminated except upon at least thirty (30) days written notice to the Association. In the event of any insurance claim for the repair or replacement of any property in which the claim pertains to only a single dwelling unit, the Owner of that dwelling unit shall be responsible for and shall pay any and all

deductibles on such claims, notwithstanding and even in the event that the claim is made against insurance obtained and provided by the Association pursuant to Section 1 hereinabove.

Section 3. Replacement or Repair of Property. In the event of damage to or destruction of any property which the Association is required to obtain insurance of or does actually obtain insurance of, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XII of this Declaration. If such insurance proceeds are insufficient to cover the cost of such 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 Owners, in accordance with the provisions of Article VI, Section 5, of this Declaration. In the event of total destruction of all of the Improvements in the properties or in the dwelling units, the proceeds of the insurance carried by the Association shall be divided proportionately among the Lot Owners, such proportion based upon the original base sales price of each improved lot at the time it was initially sold by Declarant, provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose lot is so encumbered.

FURTHER, a new section, numbered Section 8, is added to Article XIII, as follows:

Section 8. Relationship of Insurance Obligations to Maintenance Obligations and Ownership of Insured Property. The insurance obligations, rights and responsibilities of the Association and of the Owners as set forth above in this Article XIII, shall be effective notwithstanding the ownership status of any of the property insured, and notwithstanding any description of maintenance and repair obligations of the Association and of the Owners contained elsewhere in the Declaration or contained in the Bylaws of Ironwood Owners Association, it being the intent of the Association and the Owners that in the event of any conflict between the insurance obligations, rights and responsibilities set forth in this Article XIII and any other part of the Declaration or of the Bylaws of Ironwood Owners Association, this Article XIII will control.

Except as set forth in this Amendment or any previously and duly executed amendment, the Declaration remains unchanged.

IRONWOOD OWNERS ASSOCIATION  
By:

Dwan Worrall  
President

David Price  
Vice President

STATE OF UTAH )  
 )  
:SS.  
 )  
COUNTY OF WEBER )

Personally appeared before me Dwan Worrall, the President of Ironwood Owners Association, who being by me duly sworn, did say that the instrument was signed on behalf of said corporation by authority of a Resolution of its Board of Directors based upon written consent of the required number of owners, and that she executed the same this 27th day of September, 1997.

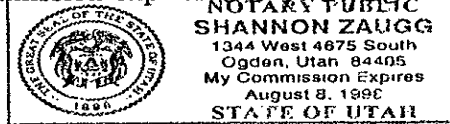
Residing at: Ogden, Ut.

STATE OF UTAH )  
 )  
:SS.  
 )  
COUNTY OF WEBER )

Personally appeared before me David Price, the Vice President of Ironwood Owners Association, who being by me duly sworn, did say that the instrument was signed on behalf of said corporation by authority of a Resolution of its Board of Directors based upon written consent of the required number of owners, and that he executed the same this 25th day of September, 1997.

Residing at: Weber County

Shannon Zaugg  
NOTARY PUBLIC  
Commission expires: 8/8/98



Michele Fuller  
for David Price  
NOTARY PUBLIC  
Commission expires:



ET 1517441 BK1903 PG1578

The undersigned, on behalf of the City of South Ogden, hereby approves this Amendment, pursuant to Article XVI, Section 5 of the Declaration, certifying that the foregoing Amendment will not adversely affect the Declaration as containing adequate provision for preservation and maintenance of vehicular and pedestrian access rights for individual property owners, all improvements and physical facilities such as landscaping, walls, fencing, buildings, hydrants, utility facilities, parking areas, floodlights, drainage facilities and recreational facilities, consistent with the original conditions of approval of Ironwood, a Planned Unit Development, with all of its tract plats.

SOUTH OGDEN CITY  
By:

*George E. Goodell*  
MAYOR South Ogden City

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF WEBER        )

Personally appeared before me, George E. Goodell, who being by me duly sworn, did certify to me that he is duly authorized by the City of South Ogden to sign the above instrument and that the above instrument was executed on behalf of said City this 12<sup>th</sup> day of October, 1997.

*Dana B. Pollard*  
NOTARY PUBLIC

Residing at:

Commission expires: 5-25-98



07-233-0001-0013  
 07-242-0001-0010  
 07-251-0001-0008  
 07-252-0001-0011  
 07-277-0001-0004  
 07-278-0001-0004  
 07-280-0001-0008  
 07-284-0001-0009  
 07-290-0001-0013  
 07-296-0001-0010

**EXHIBIT A (PROPERTY DESCRIPTION) TO CC&R AMENDMENT**

That certain real property located in Weber County, State of Utah, described as Ironwood, a Planned Unit Development, including Phases 1 through 9 and all common areas therein, and comprising Units Nos. 1 through 82, inclusive, and further described as:

A part of the S.E. 1/4 of Sec. 16, T5N, R1W, SLB&M, U.S. Survey: Beginning at the intersection of the South line of U.S. Highway 30 & 89 and the West line of 1050 East St., running thence S29°10'W 304.82 ft. along the West line of said 1050 East St., thence N60°50'W 92.00 ft., thence N22°22'47"W 43.42 ft., thence N60°50'W 75.00 ft., thence N0°15'W 154.98 ft., thence N60°50'W 146.88 ft., thence N29°10'E 145.00 ft. to the South line of said Highway to a point which is S89°26'45"E 1219.99 ft., N0°15'W 961.95 ft. and S60°50'E 272.41 ft. from the So. 1/4 Cor. of said Sec. 16, thence two courses along the South line of said Highway S60°50'E 382.10 ft. and S57°51'E 41.96 ft. to the point of beginning. Contains 2.22 acres approximately; and

A part of the S.E. 1/4 of Sec. 16, T5N, R1W, SLB&M, U.S. Survey: Beginning at the most Southerly corner of Ironwood P.U.D. Phase 1, So. Ogden City, Weber County, Utah which is on the West R.O.W. line of 1050 East Street, said point is also S89°26'45"E 1219.99 ft., N0°15'W 961.95 ft., S60°50'E 654.51 ft., S57°51'E 41.96 ft. and S29°10'W 304.82 ft. from the South 1/4 Cor. of said Sec. 16; running thence S29°10'W 171.88 ft. along the West line of said 1050 East Street, thence Southwesterly along the arc of a 559.79 ft. radius curve to the left 155.39 ft. (L.C. bears S21°12'51"W 154.90 ft.) along said West line, thence S89°45'W 120.11 ft., thence N0°15'W 105.00 ft., thence N6°39'19"E 173.00 ft., thence N29°10'E 160.00 ft. to the Southerly line of said Ironwood P.U.D. Phase 1, thence three (3) courses along said Southerly line S60°50'E 75.00 ft., S22°22'47"E 43.42 ft. and S60°50'E 92.00 ft. to the point of beginning. Contains 1.50 acres approximately; and

A part of the S.E. 1/4 of Sec. 16, T5N, R1W, SLB&M, U.S. Survey: Beginning at the Most Northerly Corner of Ironwood P.U.D. Phase 1, South Ogden City, Weber County, Utah, running thence three (3) courses along said Ironwood Phase 1, S29°10'W 145.00 ft., S60°50'E 146.88 ft., and S0°15'E 154.98 ft. to the most Northerly corner of Ironwood P.U.D. Phase 2, So. Ogden City, Weber County, Utah, thence two (2) courses along said Ironwood Phase 2, S29°10'W 160 ft. and S6°39'19"W 173.00 ft., thence Southwesterly along the arc of 102.59 ft. radius curve to the right 11.20 ft. (LC = 11.20' S86°37'17"W), thence S89°45'W 183.45 ft. to the East line of Emerald Hills Condominium Phase 5, said point being S89°26'45"E 1219.99 ft. and N0°15'W 163.00 ft. from the South 1/4 cor. of said Sec. 16, thence N0°15'W 632.49 ft. along said West line, thence S60°50'E 146.65 ft., thence N29°10'E 145.00 ft. to the South line

of U.S. Highway 30 & 89, thence S60°50'E 44.00 ft. along said South line to the point of beginning. Contains 3.38 acres approximately; and

A part of the S.E. 1/4 of Sec. 16, T5N, R1W, SLB&M, U.S. Survey: Beginning at the S.W. corner of Ironwood, P.U.D. Phase 3, South Ogden City, Weber County, Utah, said point being 1219.99 ft. S89°26'45"E and 163.00 ft. N0°15'W from the South 1/4 cor. of said Section 16, and running thence two (2) courses along the South line of said Ironwood, P.U.D. Phase 3, as follows N89°45'E 183.45 ft. and Northeasterly along the arc of a 102.59 ft. radius curve to the left 11.20 ft. (LC bears N86°37'11"E 11.20 ft.) to the West Boundary Line of Ironwood, P.U.D. Phase 2, South Ogden City, Weber County, Utah, thence S0°15'E 162.61 ft. along said West line, thence S89°45'W 194.63 ft. to the East line of Emerald Hills Condominium Phase 5, South Ogden City, Weber County, Utah, thence N0°15'W 162.00 ft. along said East line to the point of beginning. Contains 0.724 acres approximately; and

A part of the S.E. 1/4 of Section 16, T5N, R1W, SLB&M, U.S. Survey: Beginning at the N.W. corner of Ironwood, P.U.D. Phase 3, South Ogden City, Weber County, Utah; said point being 1219.99 ft. S89°26'45"E and 795.49 ft. N0°15'W from the South 1/4 corner of said Section 16; and running thence N0°15'W 166.46 ft. to the South line of U.S. Highway 30 and 89; thence S60°50'E 228.41 ft. along said South line to the Boundary line of said Ironwood, P.U.D. Phase 3; thence two courses along said Boundary Line as follows: S29°10'W 145.00 ft. and N60°50'W 146.65 ft. to the point of beginning. Contains 0.624 acres approximately; and

A part of the S.E. 1/4 of Section 16, and the N.E. 1/4 of Section 21, T5N, R1W, SLB&M, U.S. Survey: Beginning at a point on the South line of Ironwood Subdivision Phase 4, South Ogden City, Weber County, Utah; said point being 1307.00 ft. S89°26'45"E and 2.22 ft. N0°15'W from the South 1/4 cor. of said Section 16; and running thence two courses along the boundary line of said Ironwood Subdivision Phase 4 as follows: N89°45'E 107.63 ft. and N0°15'W 57.61 ft. to the S.W. corner of Ironwood P.U.D. Phase 2, South Ogden City, Weber County, Utah; thence N89°45'E 120.11 ft. along the South Boundary line of said Ironwood P.U.D. Phase 2 to the Westerly line of 1050 East Street; thence Southerly along the arc of a 559.79 ft. radius curve to the left 277.96 ft. (LC bears S0°57'48"E 275.12 ft.) along said Westerly line; thence N89°26'45"W 231.18 ft.; thence N0°15'W 214.24 ft. to the point of beginning. Contains 1.226 acres approximately; and

A part of the S.E. 1/4 of Section 16, and the N.E. 1/4 of Section 21, T5N, R1W, SLB&M, U.S. Survey: Beginning at a point which is 1019.99 ft. S89°26'45"E along the Section Line from the North 1/4 cor. of said Section 21,

running thence S89°26'45"E 200.00 ft. along the Section line and the South line of Emerald Hills Condominium Phase 5, South Ogden City, Weber County, Utah to the S.E. corner of said Emerald Hills Condominium Phase 5, thence N0°15'W 1.00 ft. along the East line of said Emerald Hills Condominium Phase 5 to the S.W. corner of Ironwood Subdivision Phase 4, South Ogden City, Weber County, Utah, thence N89°45'E 87.00 ft. along the South line of said Ironwood Subdivision Phase 4 to the N.W. corner of Ironwood Subdivision Phase 6, thence S0°15'E 214.24 ft. along the West line to the S.W. corner of said Ironwood Subdivision Phase 6; thence N89°26'45"W 176.00 ft.; thence N0°15'W 61.73 ft.; thence N42°25'48"W 50.64 ft.; thence N89°26'45"W 77.01 ft.; thence N0°15'W 113.25 ft. to the point of beginning. Contains 1.163 acres approximately; and

A part of the N.E. 1/4 of Section 21, T5N, R1W, SLB&M, U.S. Survey: Beginning at the Southwesterly corner of Ironwood Subdivision Phase 7, South Ogden City, Weber County, Utah, which is 1019.99 ft. S89°26'45"E along the Section Line and 113.25 ft. S0°15'E from the North 1/4 corner of said Section 21; running thence four (4) courses along the Southerly boundary of said Ironwood Subdivision Phase 7 as follows: S89°26'45"E 77.01 ft.; S42°25'48"E 50.64 ft.; S0°15'E 61.73 ft. and S89°26'45"E 151.06 ft.; thence S0°33'15"W 108.90 ft.; thence S84°15'05"E 14.35 ft.; thence Southeasterly along the arc of a 577.21 ft. radius curve to the right 10.39 ft. (LC bears S83°44'09"E 10.39 ft.); thence S0°33'15"W 103.69 ft.; thence Northwesterly along the arc of a 1015.00 ft. radius curve to the left 198.73 ft. (LC bears N83°50'12"W 198.41 ft.); thence N89°26'45"W 86.12 ft.; thence N0°15'W 321.32 ft. to the point of beginning. Contains 1.661 acres approximately; and

A part of the N.E. 1/4 of Section 21, T5N, R1W, SLB&M, U.S. Survey: Beginning at the Northeast corner of Ironwood Subdivision Phase 8, South Ogden City, Weber County, Utah, said point being 1285.04 ft. S89°26'45"E along the Section Line and 212.00 ft. S0°33'15"W from the North 1/4 corner of said Sec. 21; running thence S89°26'45"E 256.12 ft. along the South boundary lines of Ironwood Subdivision Phase 7 and Phase 6 to the Westerly line of 1050 East Street; thence three (3) courses along said Westerly line as follows: Southeasterly along the arc of a 559.79 ft. radius curve to the left 9.56 ft. (LC bears S15°40'39"E 9.56 ft.); S16°10'E 95.59 ft.; and Southerly along the arc of a 461.05 ft. radius curve to the right 200.98 ft. (LC bears S3°40'43"E 199.39 ft.); thence N77°39'15"W 272.17 ft.; thence Northwesterly along the arc of a 1015.00 ft. radius curve to the left 10.16 ft. (LC bears N77°56'27"W 10.16 ft.) to the S.E. corner of said Ironwood Subdivision Phase 8; thence four (4) courses along the East boundary line of said Subdivision as follows: N0°33'15"E 130.69 ft.; Northwesterly along the arc of 577.21 ft. radius curve to the left 10.39 ft. (LC bears N83°44'09"W 10.39 ft.); N84°15'05"W 14.35 ft. and N0°33'15"E 108.90 ft. to the point of beginning. Contains 1.711 acres approx.