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E# 2887291 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
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REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

Amendment to the Declaration
of
Covenants Conditions and Restrictions
of
BRIER RIDGE P.R.U.D.
A PLANNED RESIDENTIAL UNIT DEVELOPMENT

(INSURANCE)

OCTOBER 2017

**AMENDMENT
TO THE
DECLARATION
OF
COVENANTS CONDITIONS AND RESTRICTIONS
OF
BRIER RIDGE P.R.U.D.
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

This Amendment to the Declaration of Covenants Conditions and Restrictions of Brier Ridge P.R.U.D., a Planned Residential Unit Development ("Insurance Amendment") is made and executed on the date shown below after being voted on and approved by the Owners in accordance with the governing documents of the Brier Ridge Homeowners Association, Inc, a Utah nonprofit corporation, (hereinafter "Association" or "Brier Ridge").

RECITALS

WHEREAS, the Brier Ridge Subdivision was created by the Declaration of Covenants, Conditions and Restrictions of Brier Ridge P.R.U.D. (hereinafter "Enabling Declaration") recorded in the records of Weber County, Utah, on March 25, 2002, as entry number 1836081; and

WHEREAS, an Amendment to Declaration of Covenants, Conditions and Restrictions of Brier Ridge P.R.U.D. was recorded in the records of Weber County, Utah, on March 22, 2004, as entry number 2018991; and

WHEREAS, Brier Ridge owners desire to amend the Enabling Declaration, and any amendments to the Enabling Declaration, to update, modify, repeal and amend provisions relating to insurance requirements and coverage of the Association and unit owners;

NOW THEREFORE, the Brier Ridge owners hereby amend the Enabling Declaration, recorded against the real property located in Weber County, Utah, known as Brier Ridge P.R.U.D. and more fully described on Exhibit "A" attached hereto. The capitalized terms in this Insurance Amendment shall have the same meaning as the defined terms found in the Enabling Declarations. If there is any conflict between this Insurance Amendment and the Enabling Declaration, this Amendment shall control.

The Brier Ridge Enabling Declaration is hereby amended as follows:

AMENDMENT

ARTICLE 9 INSURANCE

Article IX of the Enabling Declaration is hereby repealed and replaced with the following:

- 9.1 **Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the insurance coverage provided herein by companies licensed to do business in the State of Utah.
- 9.2 **Brier Ridge Subject to Insurance Provisions of the Community Association Act.** As authorized by U.C.A. 57-8a-402(4)(a) of the Community Association Act ("Act"), the Lot Owners at Brier Ridge hereby subject the Association and the Lots, Buildings and Units within Brier Ridge to the provisions of the Act wherein the Association shall maintain property insurance on the physical structure of all garages, attached dwellings (Buildings), and Common Areas in the Project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, as provided in U.C.A. 57-8a-403(1)(a). The Association hereby incorporates the provisions of the Act as set forth in U.C.A. 57-8a-401 through 407. The Association shall determine the amount of the Association's insurance deductible as in the Board's opinion is consistent with good business practice.
- 9.3 **Owner's Personal Insurance.** The Association shall not be responsible for nor purchase insurance coverage on the contents of the Units except as such coverage is provided by the Act. Each Owner is required to obtain insurance (renter's or Unit Owner's coverage) for their own protection and benefit and as a requirement of any loan they may have on their Unit, which Owner's insurance is for the purpose of insuring the Owner's personal property, the Owner's share of any Association deductible for which the Owner may be responsible, and for any other insurable event or item not covered under the provisions of the Association's insurance policy as provided in the Act. The Association shall not be required to monitor or verify that Owners have purchased an individual insurance policy to insure against the liabilities described herein.
- 9.4 **Primary Coverage and Deductible.** If a loss occurs that is covered by the Association's property insurance policy and a Lot Owner's property insurance policy, the Association's policy provides primary insurance coverage and the Lot Owner is responsible for the Association's policy deductible, as set forth in U.C.A. 57-8a-405.
- 9.5 **Notice by Association to Lot Owners.** The Association shall provide fair and reasonable notice to each Lot Owner of the Lot Owner's obligation under the preceding subsection for the Association's policy deductible and of any change in the amount of the deductible.
- 9.6 **Public Liability and Property Damage Insurance.** The Association shall obtain comprehensive public liability insurance coverage for the Project in such amounts and in

such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all reasonably insurable activities in connection with the ownership, operation, maintenance, and other use of the Project.

- 9.7 **Worker's Compensation Insurance.** The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.
- 9.8 **Fidelity Insurance or Bond.** The Association may obtain fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery.
- 9.9 **Additional Coverage.** The provisions of this Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required or permitted by the Act or by this Restated Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.
- 9.10 **Adjustment and Contribution.** Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Association.
- 9.11 **Review of Insurance.** The Association shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

[Signatures on Next Page]

CERTIFICATION

It is hereby certified that Owners holding at least sixty-seven percent (67%) of the total votes of the Association have voted to approve this Amendment.

IN WITNESS WHEREOF, this 31st day of October, 2017.

BRIER RIDGE HOMEOWNERS ASSOCIATION, INC.

By *[Signature]*
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 31st day of October, 2017, personally appeared before me *[Signature]* who, being by me duly sworn, did say that (s)he is President of the Brier Ridge Homeowners Association, Inc. and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



[Signature]
Notary Public

SOUTH OGDEN CITY CONSENT

South Ogden City hereby consents to this Amendment.

IN WITNESS WHEREOF, this 8 day of June, 2017.

SOUTH OGDEN CITY

By: *[Signature]*
Its: *City Manager*

EXHIBIT "A"
Legal Description of Lots

All of Lots 1 through 64, Brier Ridge P.R.U.D. Phase No. 1, South Ogden City, Weber County, Utah
[07-592-0001 through 07-592-0065]

All of Lots 1 through 72, Brier Ridge P.R.U.D. Phase No. 2, South Ogden City, Weber County, Utah
[07-642-0001 through 07-642-0073]

All of Lots 1 through 52, Brier Ridge P.R.U.D. Phase No. 3, South Ogden City, Weber County, Utah
[07-662-0001 through 07-662-0052]