

Ent 420909 Bk 1150 Pg 1290-1310  
Date: 08-FEB-2016 12:04:24PM  
Fee: \$100.00 Check Filed By: MM  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: GREENER HILLS HOA

**Second Amended and Restated  
Declaration of Covenants, Conditions and Restrictions  
Greenerhills Homeowners Association, Incorporated  
Wasatch County, Utah**

## Table of Contents

	<u>Page</u>
Recitals.....	4
Article I - Definitions.....	5
Article II - Association Status and Authority	
2.1 Authority.....	6
2.2 Membership.....	6
2.3 Voting Rights.....	7
2.4 Governing Board.....	7
2.5 Architectural Review Committee Members.....	7
2.6 Architectural Building Requirements.....	7
2.7 Rules and Regulations.....	7
Article III - Assessments	
3.1 Covenant for Assessments.....	7
3.2 Obligation of Owner.....	8
3.3 Purpose of the Assessment.....	8
3.4 Annual Assessment.....	8
3.5 Payment of Assessments.....	8
3.6 Proposed Annual Budget for Assessment.....	8
3.7 Special Assessment.....	8
3.8 Voting Approval.....	9
3.9 Other Assessments or Fines.....	9
3.10 Reserve Funds.....	9
3.11 Nonpayment of Assessments.....	9
3.12 Lien.....	9
3.13 Release of Lien.....	9
Article IV - Permitted and Prohibited Uses	
4.1 Laws and Zoning Regulations.....	10
4.2 Right of Ingress, Egress.....	10
4.3 Animals.....	10
4.4 Signs.....	11
4.5 Satellite Dishes and Antennas.....	11
4.6 Garbage and Refuse Disposal.....	11
4.7 Vehicle Parking and Storage.....	11
4.8 Towing of Vehicles.....	12
4.9 Aircraft Prohibited.....	12
4.10 Machinery and Equipment.....	12
4.11 Oil and Mining Operations.....	12
4.12 Pollution.....	12
4.13 Wildlife Harassment.....	12
4.14 Nuisance.....	12
4.15 Limited Business Use.....	13
4.16 Hazardous Activities.....	13

	<u>Page</u>
<b>Article V - Architectural Control</b>	
5.1 Plan of Development.....	13
5.2 Architectural Styles Prohibited.....	13
5.3 Floor Square Footage/Footprint.....	14
5.4 Building Location.....	14
5.5 Lot Improvement Approval Required.....	14
5.6 Site Plan.....	14
5.7 Professional Assistance.....	14
5.8 Building Application.....	15
5.9 Landscaping.....	15
5.10 Variances.....	15
<b>Article VI - Architectural Building Requirements and Maintenance</b>	
6.1 New Construction.....	15
6.2 Underground Utilities Requirement.....	15
6.3 HVAC.....	15
6.4 Foundation.....	15
6.5 Exterior Finishes.....	16
6.6 Roof Elevation and Materials.....	16
6.7 Garages.....	16
6.8 Driveways.....	16
6.9 Outdoor Lighting.....	16
6.10 Time Restrictions.....	16
6.11 Accessory Buildings.....	16
6.12 Fences and Walls.....	17
6.13 Landscape Maintenance.....	17
6.14 Maintenance of Property.....	17
<b>Article VII - General Provisions</b>	
7.1 Enforcement.....	18
7.2 Private Disputes.....	19
7.3 Limited Liability.....	19
7.4 Indemnification.....	19
7.5 Insurance.....	20
7.6 Mortgage Protection Clause.....	20
7.7 Gender and Number.....	20
7.8 Captions, Titles, Headings and Sections.....	20
7.9 Notices.....	20
7.10 Interpretation.....	20
7.11 Severability.....	20
7.12 Amendments.....	21
7.13 Compliance with Laws.....	21
<b>Acknowledgment.....</b>	<b>21</b>

### Recitals

Whereas, the real property which is the subject of this Declaration of Covenants, Conditions and Restrictions, described as follows:

**Lots 1-51, the Greenerhills Subdivision, according to the Plat, in the official records of the Wasatch County Recorder, Wasatch County, Utah**

Whereas, all property subject to this Declaration consists of Real Property, known as Greenerhills, having been subdivided into 51 parcels (Lots) of land, comprising of approximately 451 acres located within Wasatch County, Utah.

Whereas, the Subdivision was created as a Planned Development and contains Common Areas and easements for the benefit of all Lot Owners. The purpose of this Association is to provide preservation, desirability and enhancement for all the property Lots and for the improvement and maintenance of Common Area property.

Whereas, this amended and restated Declaration of Covenants, Conditions and Restrictions supersedes and replaces all prior declarations, amendments, or supplements thereto, recorded against this Subdivision. Specifically the Covenant, Conditions and Restrictions for the Greenerhills Subdivision executed on September 6, 2000 and recorded on September 7, 2000 under Entry No. 227029, in Book 474, Pages 729-751, of record in the Official Records of Wasatch County, Utah (the "Original Declaration"). Also the subsequent Amended Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision, executed on October 21, 2006, and recorded on October 12, 2007, under Entry No. 327238, in Book 951, Pages 2242-2262, of record in the Official Records of Wasatch County, Utah (the "Amended Declaration").

Whereas, all Lots are part of the Association and Lot Owners become members entitled to one vote for each Lot. This amended and restated Declaration was duly authorized on January 13, 2016 by an approving vote of a majority of the Members of the Association in conformance with the provisions of the previous Amended Declaration and in compliance with the Community Association Act under Utah Law.

Now, Therefore, this Declaration shall run with the land and shall be binding upon all persons having or acquiring any right, title or interest in the Greenerhills Subdivision. The Association declares that all Lots that are sold, held, transferred, conveyed or occupied shall be bound by all of these Covenants, Conditions and Restrictions and are also subject to any charges and liens set forth hereafter. This Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and the Owners.

## Article I - Definitions

- 1.1 "Architectural Review Committee" - Also referred to as the "ARC", is a Committee established and appointed by the Board of Directors to insure compliance and conformance with the Architectural Design Guidelines and other Governing Documents.
- 1.2 "Assessment" - any charge or fine imposed or levied by the Association on or against an Owner or Lot, including annual, special or other Assessments.
- 1.3 "Association" - refers to the Greenerhills Homeowners Association, a Utah nonprofit corporation.
- 1.4 "Board of Directors" - Commonly referred to as the "Board", are elected members of the Association that govern and enforce this Declaration, the Bylaws and the Rules and Regulations of the Association. May elect or appoint committee members and can hire a Manager on behalf of the Association.
- 1.5 "Common Areas" - All land, facilities and improvements located within the Subdivision not specifically included within an individual Lot; owned and maintained by the Association for the common use, benefit and enjoyment of the Owners.
- 1.6 "Declaration" - means this document of Covenants, Conditions and Restrictions, which may be amended upon the vote of the Owners.
- 1.7 "Dwelling" - a house or building constructed upon a Lot for residential purposes.
- 1.8 "Governing Documents" - a written instrument by which the Association may exercise powers or manage, maintain or otherwise affect the property under the jurisdiction of the Association. It shall include this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and Schedule of Violations and Fines.
- 1.9 "Improvements" - all structures, any accessory buildings, garages or barns, decks, porches, fences, driveways, storage compartments, exterior lighting, walkways, landscaping and irrigation. Any item readily observed on or from the outside of a Lot.
- 1.10 "Lot" - a portion of the subdivision which is legally described as a parcel of land, intended for independent ownership and residential single-family use.
- 1.11 "Manager" - the person or entity hired by the Board to manage the operations, administrative functions, communications and emergencies of the Association.
- 1.12 "Member" - the person or entity which is an Owner of a Lot within the Subdivision.

1.13 "Owner" - a person or persons who individually or collectively own title to a Lot as reflected in the records of the Wasatch County Recorder.

1.14 "Structure" - any immobile object which requires support from the ground. It can include (but not limited to) sidewalks, retaining walls, flagpoles, tennis courts, swimming pools, gazebos and pergolas.

1.15 "Subdivision" - shall mean the Greenerhills Homeowners Association.

## **Article II - Association Status and Authority**

**2.1 Authority.** The Greenerhills Homeowners Association has been incorporated under the laws of the State of Utah as a Nonprofit Corporation. The Association, subject to the rights and duties of the Owners as set forth herein, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall keep the same in a good, clear, attractive, safe and sanitary condition, order and repair.

2.1 (a) The Association shall be responsible for the maintenance and repair of the Common Areas including, without limitation, utility lines, trails, common facilities, private roadways and all improvements and other items located within or used in connection with the Common Areas. The right and obligation to own, manage, control, operate, maintain, repair and replace all Common Areas in trust for the use, benefit and enjoyment of the Owners.

2.1 (b) All goods and services procured by the Association in performing its responsibilities shall be paid for with funds from general revenues.

2.1 (c) The power to perform other such acts reasonably necessary to enforce any provisions of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and the Schedule of Violations and Fines.

**2.2 Membership.** The members of the Association shall be all Owners of record, as shown on the records of the County Recorder of Wasatch County, State of Utah.

2.2 (a) Lot Owners are entitled and required to be a member of the Association. Membership shall begin upon becoming a Lot Owner and shall automatically terminate upon ceasing to be an Owner. No person or entity other than an Owner may become a member of the Association, and membership in the Association may not be transferred except in connection with the sell and transfer of a Lot.

2.2 (b) Ownership of a Lot within Greenerhills cannot be separated from membership in the Association, with all the duties, rights, responsibilities and obligations of being a Member.

**2.3 Voting Rights.** The Owner shall have one (1) vote for each Lot owned within the Association. Voting rights may be suspended until all delinquent accounts have been paid. The method of voting shall be provided in the Articles of Incorporation and the Bylaws.

**2.4 Governing Board.** The affairs of the Association shall be conducted by the Board of Directors (hereafter referred to as the "Board") and such officers of the Board may elect or appoint various committees at its discretion in accordance with the Articles, this Declaration and the Bylaws. The Board shall have an obligation to the Membership to maintain accurate records regarding all transactions and meetings and the power to enforce the provisions of all the Governing Documents.

**2.5 Architectural Review Committee Members.** The Board shall appoint not less than three (3) Members of the Association to serve on the ARC. Each member shall hold office until such time that the particular Committee Member resigns from the Committee, is removed by the Board, or has a successor appointed to the Committee to take their place. Committee Members shall not be paid a salary, wages or any other compensation for their time expended. However, out-of-pocket expenses can be reimbursed subject to the approval of the Board.

2.5 (a) The ARC shall keep and safeguard complete written records of all applications submitted, notations whether approved or disapproved, and any other actions taken.

**2.6 Architectural Building Requirements.** The ARC shall periodically review the Architectural Building Requirements and may recommend changes to the Board. A group of Owners may also petition the Board for a change in Architectural Building Requirements. The Board shall review any proposed changes, along with the recommendation of the ARC, and submit any changes deemed significant to a vote of the Members of the Association in conformance with the requirements of the Bylaws.

**2.7 Rules and Regulations.** The Board, by resolution, may adopt, modify or revoke any rule or regulation governing the conduct of persons and the operation and use of the Lots and Common Areas as it may deem necessary or appropriate. No rules or regulations shall unreasonably restrict the Owner from the use of their Lot as long as the use is consistent with all the Governing Documents.

### Article III - Assessments

**3.1 Covenant for Assessments.** Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in such deed, covenants and agrees to pay when due all Regular and Special Assessments and/or fees and charges levied by the Association in conformance with the Bylaws.

3.1 (a) The right to collect and enforce the payment of Assessments levied by the Association is vested in the Association as set forth in the Bylaws.

**3.2 Obligation of Owner.** Assessments against any Lot, including fines imposed pursuant to this Declaration or the Bylaws of the Association, shall be the personal obligation of the Owner holding title to the Lot when the assessment became due. No member may exempt itself from liability for Assessments by abandonment of any Lot owned by a member. No Owner may avoid or diminish any personal obligation by waiver of the use of the Common Area, or by the rental or leasing of their Lot.

**3.3 Purpose of the Assessment.** The Assessments levied by the Association shall be used for the purpose of fulfilling and carrying out this Declaration. Funds collected shall be used for the improvement, maintenance, operation, care and services related to the Common Areas. The costs of utilities, and other services provided to the Community. The cost of labor, equipment, materials, management, legal, professional and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws. The payment of insurance premiums. The cost of funding the reserves account for future replacement funding.

**3.4 Annual Assessment.** All Lots shall pay an equal share of any Annual Assessment. The Annual Assessment shall be levied for the calendar year, beginning January 1 and ending December 31 of each year.

**3.5 Payment of Assessments.** Annual Assessments shall be levied and collected monthly, quarterly or annually, as determined by the Board. Any member may prepay one or more installments of any Assessment without premium or penalty. The Board is authorized to offer incentives to encourage Owners to pay annually, in advance at the beginning of the year.

**3.6 Proposed Annual Budget for Assessment.** The Board shall prepare, publish and distribute to the Members a copy of the proposed Annual Budget and any proposed changes in Assessment for the following year. Written notice of the Annual Meeting or any change in Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the meeting. Any failure of the Board to give prior notice to the membership regarding the Annual Assessment shall not affect the validity or relieve any Owner from its obligation to pay the Annual Assessment. The last adopted budget shall remain in effect until a new budget is approved.

**3.7 Special Assessments.** In addition to the Annual Assessments authorized in this document, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot be paid for through other types of Assessments. All Lots shall pay an equal share of the Assessment. At least thirty (30) days prior to the scheduled vote on any proposed Special Assessment, the Board shall provide a written description of the proposed amount of the Special Assessment and an explanation for the reasons an increase is needed and the payment terms.

**3.8 Voting Approval.** Assessments, whether Annual or Special, shall be considered approved unless there is a vote of disapproval by at least 51% of all the allocated voting interests from Lot Owners at the annual meeting or at a special meeting called for such purposes.

**3.9 Other Assessments or Fines.** Any expenses the Association incurs, or becomes obligated to pay, which are not common expenses and which benefit or are attributable to fewer than all of the Lots may be assessed exclusively against the Lots affected or benefited, as determined by the Board. These Assessments shall include but are not limited to Assessments levied against any Lot to reimburse the Association for costs (including attorney fees) incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or the Rules and Regulations (including the schedule of violations and fines) of the Association. For fines or other charges imposed pursuant to this Declaration, or for the violations of the Bylaws or any of the Governing Documents.

**3.10 Reserve Funds.** The Association shall establish and maintain a reserve fund for the purpose of funding future repairs, replacement and restoration of the Common Areas. These funds can be utilized for any emergency, unforeseen, unusual or unanticipated expenditures deemed appropriate by the Board.

**3.11 Nonpayment of Assessments.** Any Assessment not paid within fifteen (15) days after such payment was due, shall be considered delinquent. In the event of multiple members on title for the property, each Member shall be jointly and severally liable for payment of all Assessments levied against the Lot. Delinquent accounts shall bear interest at the maximum amount allowed by law and remedy for collection of assessments provided under Utah Community Association Act, Utah Code Title 57, Chapter 8a, as amended from time to time. The Act shall be deemed to be fully set forth herein when required by such Act in order to exercise any such remedy.

**3.12 Lien.** The Annual Assessment and all other Assessments imposed together with damages, fines, interest, costs of collection, lien fees, late charges and attorneys' fees provided for in this Declaration (whether or not legal proceedings were initiated) or by law or awarded by a court for enforcement of the Governing Documents, shall be a charge and continuing lien upon the Lot against which the assessment or charge was made in accordance with the terms and provisions of this Declaration. It shall be construed as a real covenant running with the land.

**3.13 Release of Lien.** The Association shall not be obligated to release any recorded Notice of Lien until all delinquent Assessments, interest, Lien fees, reasonable attorney fees, court costs, collection costs and all other sums payable to the Association by the Owner of the Lot have been paid in full.

#### **Article IV - Permitted and Prohibited Uses**

**4.1 Laws and Zoning Regulations.** The land within the Subdivision shall never be occupied by any building or used in any manner which is contrary to the zoning and other applicable laws and regulations of Wasatch County. All laws, ordinances and regulations of governmental bodies having jurisdiction within Wasatch County or the State of Utah shall be observed.

**4.2 Right of Ingress, Egress.** Each Owner shall have a non-exclusive right of ingress and egress over, upon and across the Private Streets within the Subdivision, or any of the Common Areas, and such rights shall be appurtenant to and pass with the title to each Lot.

**4.3 Animals.** Animals may be kept on a Lot only in accordance with the following restrictions:

4.3 (a) A maximum of three (3) dogs may be kept upon an Owner's Lot in accordance with Wasatch County Animal Regulations.

4.3 (b) A maximum of four (4) horses may be kept upon an Owner's Lot in a proper and approved enclosure.

4.3 (c) Animals of any kind or number other than listed in (a) or (b) are subject to a written letter from the Owner to the ARC seeking approval, which may allow the request, deny the request or impose restrictions, additional requirements and/or conditions in its discretion. Ordinary household pets kept solely inside a Dwelling are not subject to needing ARC approval.

4.3 (d) Before animals are kept on a specific Lot, the Lot must be improved to adequately provide for the animals' needs, both permanently and seasonally. The Owner shall not make any such improvements to the Lot without the prior written approval of the ARC.

4.3 (e) Animals may not be bred, trained or maintained within the Subdivision for the purpose of economic gain. No boarding for hire or kennels shall be allowed. No veterinary services, animal rehabilitation services, grooming or other animal care services shall be offered to animals not residing within the Subdivision.

4.3 (f) Owners shall not allow an animal to roam unrestrained, uncontrolled or unsupervised within the Subdivision. All animals must be under the direct control and supervision of their Owners at all times. The Owner of any animal shall be personally liable for any damage caused by said animal and for any and all costs incurred by the Association in the event the Owner's animal must be removed from the Subdivision by local animal control authorities.

**4.4 Signs.** No signs, billboards or advertising structures shall be displayed on any Lot, except a temporary sign which advertises the property for sale or rent; signs used by a builder during construction; political signs no more than 90 days before an election and removed the day following the election. Each sign shall have dimensions of not more than two (2) feet by three (3) feet. All signs must comply with the requirements of the applicable Wasatch County sign ordinances and must be removed at the expense of the Owner if it falls into disrepair. Permanent residential identification signage shall be approved by the ARC as it relates to number, size, color, design and location.

**4.5 Satellite Dishes and Antennas.** The dish or antennas shall be installed with the least visibility from the street as possible while maintaining reception of an acceptable quality signal. No dish may encroach upon the Common Area or the property of another Owner. The dish shall be kept in good repair.

**4.6 Garbage and Refuse Disposal.** No part of any Lot may be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. Residents shall use trash containers supplied by the county waste company. All trash containers shall be placed in a location on the Lot not visible from the private street, except on the day of or the evening proceeding refuse collection. Empty containers shall be returned to their location as soon as possible or within twenty-four (24) hours. No trash, rubbish, garbage, waste, yard trimmings or any other debris shall be burned upon any Lot, at any time, for any reason.

**4.7 Vehicle Parking and Storage.** The Owner of a Lot shall provide adequate space on their Lot for parking of any vehicles that are regularly used in conjunction with the occupancy of their Lot. Except as otherwise provided in this section, all vehicles shall be parked and/or stored in a fully enclosed garage or other building suitable for vehicle storage.

4.7 (a) Overnight parking of any vehicle on or along any private street within the Subdivision is strictly prohibited and can result in the vehicle being towed by the Association.

4.7 (b) Unless enclosed within a Garage or Accessory Building, all vehicles parked upon a Lot must be operable and display valid registration tags. All vehicle parts must be stored within an enclosure.

4.7 (c) The Lot Owner may park one (1) recreational vehicle outdoors. For purposes of this section, a recreational vehicle shall include a horse trailer, camper trailer, tent trailer, boat trailer, equipment trailer, utility trailer, motor home, camping vehicles, camper shells, fifth-wheels, horse carriage, snowmobile, boats, All-Terrain Vehicle or similar recreational vehicle or trailer. Parking of the vehicle on the Lot in a given location is subject to review and approval or rejection by the ARC.

4.7 (d) The Association may store one snow removal vehicle within the Subdivision without the limitations of storage previously stated.

**4.8 Towing of Vehicles.** The Board has the right, after giving the offender notice and an opportunity to cure, in accordance with the rules of the Board, to tow away any vehicle or equipment which was parked, kept, maintained, reconstructed or repaired in violation of this declaration. Any expense incurred by the Association in connection with the towing or storage of any vehicle shall be paid by the Owner of the Lot upon which the violation occurred. This shall be known as an infraction assessment and payable to the Association.

**4.9 Aircraft Prohibited.** No airplane, helicopter or any other aircraft shall land or take off from any Lot or Common Area except as needed for a life saving emergency.

**4.10 Machinery and Equipment.** No machinery or equipment of any kind shall be stored, placed, or maintained outside on any Lot when not in use, except during the period of construction activity of a Dwelling or in connection with Improvements to a Lot. At all other times, such machinery and equipment shall be stored in an approved Structure on the Owner's Lot.

**4.11 Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted at any location in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

**4.12 Pollution.** In the interest of public health, sanitation, and the preservation of the property values within the Subdivision, Owners shall not use any Lot or street for any purpose that would result in the pollution of any waterway or ground water that flows through or lies beneath the Subdivision including the discharge of refuse, sewage disposal, or other materials or chemicals that might pollute the soil, surface water or groundwater, or otherwise impair the ecological condition of any adjacent land.

**4.13 Wildlife Harassment.** Any harassment of wildlife within the Subdivision is prohibited. Owners shall be responsible for insuring that their pets, children, and guests comply with this provision.

**4.14 Nuisance.** No Improvement shall be installed and no activity shall be conducted at any location within the Subdivision which may be or become an annoyance or nuisance to the Owners or Occupants of Lots within the Subdivision. The Board shall have the right to promulgate reasonable rules and restrictions pertaining to general unsightliness, excessive emission of fumes or odors, glare, vibration, gasses, radiation, dust, liquid waste, smoke, noise, fire hazard, etc, within the Subdivision so as to prevent the same from becoming a public nuisance. If a nuisance is created by a home-based business, the Association shall prohibit the operation of the home-based business.

**4.15 Limited Business Use.** Each Lot Owner seeking to operate a home-based business shall submit a written request for approval to the Board detailing the nature of the proposed business and the anticipated impact on the surrounding properties. In determining whether to grant approval of a home-based business, the Board shall consider the potential impact of the business on vehicle traffic and parking within the Subdivision; the anticipated frequency of visits to the home-based business by clients, patients, customers, suppliers, and shippers; the likelihood that the business will generate noise, odors, smoke or other by-products detrimental to the surrounding properties within the Subdivision; the likelihood that the business will require or produce outdoor storage of materials, equipment and waste; or any other potentially adverse impact on other Lots in the Subdivision which may be caused by the home-based business. The decision to approve or deny the operation of a particular business shall be at the sole discretion of the Board. After receiving written approval, the Owner may operate a home-based business subject to all local zoning and applicable laws.

**4.16 Hazardous Activities.** No Improvement shall be installed and no activities shall be conducted on any Lot which are or might be hazardous to any person or property. Lot Owners shall be responsible for ensuring compliance with this section by all family members, visitors, guests and tenants.

4.16 (a) No weapons or firearms shall be discharged upon any Lot.

4.16 (b) No open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within exterior fireplaces or fire pits approved by the ARC.

4.16 (c) No fireworks of any kind, including "sparklers," shall be discharged or ignited in the Subdivision at any time.

## Article V - Architectural Control

**5.1 Plan of Development.** Greenerhills shall be a community of custom designed and site-built single family residences located on individually owned Lots.

5.1 (a) No Lot shall be re-subdivided from the original recorded 51 Lots, and only one family Dwelling shall be constructed upon each Lot.

**5.2 Architectural Styles Prohibited.** A-frame, Cape Cod, Colonial American, Geodesic dome, Log cabin style structures (defined herein to mean structures having a full external facings of logs), Mediterranean, Prefabricated, Southwestern (styles known as "Adobe", "Santa Fe" and "Spanish Colonial"), and Victorian/Edwardian style structures.

**5.3 Floor Square Footage/Footprint.** The gross floor area for the main Dwelling upon the Lot, must have 2,000 sq. ft. minimum at ground level, excluding measurements for any other level, the garage, deck, or patio.

**5.4 Building Location.** Dwellings and any Accessory Buildings shall be located on a Lot as determined and approved for that site by the ARC. They shall consider the proximity to Lot lines and neighboring Dwellings. The aesthetic effect of the proposed site plan in the context of the natural land contours of the Lot and the anticipated development of surrounding Lots.

5.4 (a) No part of any Dwelling shall be nearer than forty (40) feet to a Lot line. No part of any Accessory Building shall be placed closer than fifty (50) feet to any Lot line.

5.4 (b) A geotechnical study may be required for a proposed site plan for construction on land with ground slopes steeper than twenty (20) percent. Such a study shall be prepared by a qualified licensed engineer and shall evaluate the potential for rock excavation, soil erosion, foundation stability and maintainability of the proposed building location.

5.4 (c) Because of the unique shape and layout of Lots in Greenerhills, Owners building a Dwelling must commit and designate a front and back yard on their site plan. It must be approved by the ARC before commencing construction.

**5.5 Lot Improvement Approval Required.** No construction, erection, alteration, modification, removal or destruction of any Improvement shall be initiated, maintained, or otherwise be permitted to continue or exist within the Subdivision without prior review and written approval pursuant to this Declaration. Any Improvements to a Lot shall comply with the Architectural Building Requirements for the Subdivision, as amended from time to time. The proposed design, materials and colors for every Improvement to a Lot are subject to review and approval by the ARC. The Owner shall submit two complete sets of plans and specifications for the proposed improvement.

**5.6 Site Plan.** A dimensional site plan must show the location of the Dwelling and any Structures or other Improvements, including fences and walls on the Lot. Drainage for the Lot and all elevations and set backs for driveways, sidewalks and other such pertinent information relating to Improvements on the Lot. Wasatch County may also have building site constraints listed upon the official Plat map.

5.6 (a) The site plan shall include a North arrow and other notations as may be necessary to properly understand all of the graphic representations on the drawing.

**5.7 Professional Assistance.** The ARC may assess a nonrefundable fee to cover the actual cost of reviewing an application for any Improvement to a Lot. This includes the cost of hiring architects, engineers, or other professionals as deemed needed by the ARC.

**5.8 Building Application.** A form containing all the requirements needed for approval by the ARC will be available on the website for the Association. The form will need to be signed by the Owner, the builder and the architect. Once approved, the submitted plans will be stamped by the ARC and the Owner will be able to apply for a building permit from Wasatch County. No development activity shall take place on any Lot prior to full approval from both the ARC and Wasatch County.

**5.9 Landscaping.** A landscaping plan which includes a grading plan, an irrigation plan and a planting diagram shall be submitted to the ARC for written approval. The area surrounding a Dwelling shall have basic landscaping completed within one year from date of occupancy. Areas covered with natural foliage (scrub oak, aspen, sagebrush, etc.) will be considered landscaped.

**5.10 Variances.** The ARC may allow a reasonable variance as to any of the Covenants contained in this Declaration on such terms and conditions as it may require. Any variance must also comply with any relevant Wasatch County ordinance.

## Article VI - Architectural and Building Requirements

**6.1 New Construction.** All Dwellings erected on the Lots within the Subdivision shall be new construction of good quality, workmanship, and materials in compliance with the requirements of this Declaration. No old or secondhand structures (including historic or period Accessory Buildings), shall be moved onto any Lot for use as a Dwelling or Accessory Building.

6.1 (a) No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporary or permanently, except during construction of a Dwelling and with prior written approval of the ARC.

**6.2 Underground Utilities Requirement.** All pipes, conduits, cables, wires or other facilities for the distribution of water, sewer, gas, electricity, telephone, television cable, and any other utility lines within the limits of the property shall be buried underground and may not be exposed above the surface of the ground or as required by the utility company.

**6.3 HVAC.** Heating, ventilating and air-conditioning (HVAC) equipment, evaporative cooling units and related apparatus shall not be mounted, installed or maintained on the roof of any Building. HVAC equipment shall not be installed through-the-wall or through-a-window. Air conditioning units shall be located to the side or rear of the Dwelling, in an area not conspicuous from the street.

**6.4 Foundation.** A concrete or masonry foundation wall shall form a complete enclosure around the perimeter of each Dwelling. Piers, columns, walls or other means of support may be utilized for interior or deck support required for the Structure.

**6.5 Exterior Finishes.** High quality natural materials and finishes are required for all Structures built or maintained in the Subdivision. Exterior wall materials shall be natural or synthetic wood, brick, stone and stucco. Vertical and horizontal wood siding, board and batten siding, planks, heavy timbers, or siding with varied sizes and profiles can be used in design themes to personalize Structures. The proposed colors and/or samples for each exterior material on all buildings in the Subdivision shall first be approved by the ARC. Aluminum and vinyl siding is strictly prohibited.

6.5 (a) A combination of materials must be used on the exterior of a Dwelling. At least twenty (20) percent of the total exterior wall area must be constructed with natural stone, brick, wood or artificial wood (or a combination , thereof) as approved by the ARC.

**6.6 Roof Elevation and Materials.** The highest point on a roof (excluding chimney elements) shall not exceed a vertical distance of more than thirty-five (35) feet above the lowest natural ground elevation. Roofing materials shall be earth tone colors indigenous to the area. Brightly colored or highly visible roofing materials are strictly prohibited. Wood shake or wood shingle roofs are strictly prohibited. Roofing samples indicating the intended materials and colors must be presented to the ARC as an integral part of the approval process.

**6.7 Garages.** Every single family Dwelling must have, at minimum, a two-car fully enclosed garage large enough to accommodate two vehicles parked side by side.

**6.8 Driveways.** All driveways must have a permanent hard surface such as concrete, bituminous asphalt, stone pavers, crushed stone or gravel extending from the Private Street to the garage. Driveways must be large enough to accommodate the temporary parking of two vehicles without restricting normal vehicle movement on the driveway.

**6.9 Outdoor Lighting.** Any outdoor light used to illuminate garages, patios, parking areas, or for any other purpose shall be arranged so as to limit and direct light away from adjacent Dwellings and away from the vision of passing motorists.

**6.10 Time Restrictions.** The construction of all Structures shall be completed within a period of one year following the commencement of construction.

**6.11 Accessory Buildings.** The construction of any buildings upon a Lot in the Subdivision shall be subject to approval by the ARC and the applicable provisions of the Wasatch County Zoning Ordinance and Development Code. There may also be the requirement to obtain a "conditional use permit" from the County. Accessory Buildings shall be constructed with dimensions, details, materials and architectural styling that are consistent with the corresponding components used to construct the primary Dwelling. The proposed design and materials for each Accessory Buildings shall require written approved by the ARC prior to the start of any construction.

6.11 (a) Accessory Buildings shall not be used for residential occupancy.

6.11 (b) Accessory Buildings may not be separately rented, leased or otherwise used in exchange for consideration of any type including money, valuable property, maintenance services, housekeeping or similar barter.

6.11 (c) Accessory Buildings may only be sold in conjunction with the sale of the Lot.

6.12 **Fences and Walls.** The proposed design, materials, dimensions, and location of any and all fences and walls constructed or maintained within the Subdivision shall be first approved in writing by the ARC before construction may be commenced.

6.12 (a) Perimeter fencing of the Subdivision shall be cross-buck and pole style fencing.

6.12 (b) Fences constructed on Lots may not exceed six (6) feet in height or four (4) feet in height along any corner lot, blocking the view of motorists at the corner.

6.12 (c) The fence or wall shall be of an open or see-thru design and appropriate for a high mountain environment. Fences or walls may be constructed of wood, brick or stone, in combination with metal or wood cross members to achieve an open appearance. Fencing materials used shall compliment the materials used on the residence, but in all cases subject to the prior written approval of the ARC.

6.12 (d) Fences shall not be erected along Lot lines or along the street in front or along any side of the street.

6.12 (e) Prohibited fencing material includes chain link, wire mesh, concrete blocks, concrete preform or concrete of any kind.

6.13 **Landscape Maintenance.** Owners shall utilize existing trees and natural growth to the maximum extent possible. All trees, shrubs, grass and other landscaping shall be trimmed, pruned and otherwise maintained consistent with good horticultural practices.

6.13 (a) Owners of vacant Lots shall be obligated to keep their Lots clean in appearance and free from all refuse or any items which might pose a potential fire hazard.

6.13 (b) All Lot Owners shall be responsible for treating all plants defined as noxious weeds by Wasatch County, in compliance with the County noxious weed ordinance. Dead or diseased vegetation shall be promptly removed.

6.14 **Maintenance of Property.** Each Owner shall maintain his Lot in a clean, safe and attractive condition as not to detract from an orderly appearance of the Subdivision. Each Lot shall be maintained free of trash, debris, weeds, and other unsightly conditions.

## Article VII - General Provisions

**7.1 Enforcement.** The Board, on behalf and in the name of the Members of the Association, and/or any Owner, are hereby authorized to commence such legal or equitable actions, suits and proceedings as are determined by them to be necessary or proper to enforce all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Articles, Bylaws, Architectural Building Requirements, ARC Policies and Procedures and/or approved Plans and Specifications, and to correct, restrain or enjoin any activity or condition existing within the Subdivision, the continuation of which violates the provisions of this Declaration, the Articles, Bylaws, Architectural Building Requirements, ARC Policies and Procedures and/or the approved Plans and Specifications, and to enforce, by mandatory injunction or otherwise, all provisions thereof, in conformance with the provisions of this Article. Failure by the Board or any Owner to promptly enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so at a later date. This section shall not be construed to require the Association to pursue legal action in any particular case, or to prevent the Association from imposing fines or taking other enforcement measures without first initiating legal proceedings.

7.1 (a) The Board, the ARC, Manager or any other duly authorized agent of the Board, is hereby empowered to receive from other Owners complaints in writing involving any Violation. A determination shall be made regarding the validity of such complaint by inspection or otherwise. In the event the Board determines that in fact there has been a substantive deviation or a Violation, or in the event the Board determines on its own that a Violation exists, the Board shall immediately record a written Notice of a Violation against any Lot where the condition exists.

7.1 (b) A Notice of Violation shall be executed and shall contain substantially the following information: the name of the offending Owner; the Lot against which the notice is being recorded; a brief description of the nature of the violation; a statement that the prohibited activity must immediately cease or it shall otherwise set forth the specific steps which must be taken by the Owner to cure the violation.

7.1 (c) A Notice of Violation shall serve as a notice to the Owner of a Lot, and to any subsequent purchaser of the Lot, that there is such a violation. Notwithstanding the foregoing, failure by the Board to record a Notice of Violation shall not constitute a waiver of any existing violation or evidence that no violation exists.

7.1 (d) The offending Owner shall be obligated to comply with the requirements set forth in the Notice of Violation. If the offending Owner fails to comply, then fines shall commence to accrue against the Owner in the manner and amounts set forth in the Schedule of Violations and Fines.

7.1 (e) The Schedule of Violations and Fines is adopted by the Board specifying the amount of such fines, and any other provisions or procedures related to the levying of such fines.

7.1 (f) All costs and expenses incurred in connection with the enforcement attributed to the violation shall become an Assessment. The failure of the Owner to pay said Assessments or any installment thereof when due, shall become enforceable as a Lien.

7.1 (g) Findings of violations and impositions of fines shall be subject to the Owner's right to appeal as set forth in the Bylaws.

**7.2 Private Disputes.** The Association shall not mediate or litigate private disputes between Owners within the Subdivision.

**7.3 Limited Liability.** Neither the Board, the ARC or any member of any committee, or any person or persons appointed by the Board to whom any powers have been delegated, shall be liable to the Association, any Owner, or any other Person for any loss, damage, prejudice or injury arising out of or connected with any act or failure to act, or otherwise in connection with the performance by their respective duties and responsibilities. Provided that any Board member, Committee member, Officer, Manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

**7.4 Indemnification.** The Association shall and does hereby indemnify each and every Director and Officer of the Association, each and every employee of the Association, each and every member of the ARC, and each and every member of any committee appointed by the Board, who serve or have served the Association at any time, collectively referred to as the "Association Officials" and individually as an "Association Official" against any and all claims, judgments and expenses, including attorney's fees, reasonably incurred by or imposed upon Association Officials in connection with any action, lawsuit or other proceeding (including settlement of any lawsuit or proceeding, if approved by the Board serving at the time of such settlement) to which he or she may be a party by reason of being or having been an Association Official, unless the liability for such expenses arises out of intentional misconduct or malicious acts by the Association Official. No Association Official shall have any personal liability with respect to any contract or other commitment made by them or action taken by them, in good faith, on behalf of the Association (except indirectly to the extent that such Association Official may also be a Member of the Association and, therefore, subject to Assessments authorized by this Declaration to pay the liabilities of the Association), and the Association shall indemnify and forever hold each such Association Official free and harmless from and against any and all liability to others on account of any such contract, commitment or action performed during the execution of their duties as an Association Official. Actions of Association Officials which are based upon opinions, counsel or information provided by attorneys, certified public accountants, licensed architects, licensed engineers and members of other professions shall be conclusively deemed to be actions executed in good faith and without malice. The beneficiaries of this indemnification shall include the heirs and administrators of the Association Officials. It is the intent of this provision that the directors, officers, committee members, and employees of the Association be and are hereby indemnified to the fullest extent permitted by the laws of the State of Utah. Any right to this indemnification shall not be exclusive of any other rights to which any Association Official may be entitled.

**7.5 Insurance.** The Association shall procure and maintain insurance from companies authorized to provide such policies covering Property insurance (for Common Areas), Comprehensive general liability insurance, a Directors and Officers policy and any other insurance deemed appropriate by the Board to protect the Association.

7.5 (a) Any contractor, manager or other person hired by the Association to perform repairs, construction services or any other work within the Subdivision or on behalf of the Association shall be required to provide insurance covering the Association against damage, injury or other claims.

**7.6 Mortgage Protection Clause.** No breach of the provisions of this Declaration nor the enforcement of any Lien authorized by this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. All of the provisions of this Declaration shall be binding upon and effective against any Owner whose title is derived through foreclosure, trustee's sale or otherwise.

**7.7 Gender and Number.** Wherever the context of this Declaration so requires, any word used in the masculine, feminine or neuter genders shall include each of the other genders, words in the singular shall include the plural, and words in the plural shall include the singular.

**7.8 Captions, Titles, Headings and Sections.** All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and for convenience only. They are not to be deemed to limit, modify or otherwise affect any of the provisions or to be used in determining the meaning or intent.

**7.9 Notices.** If notice of any action or proposed action is required by applicable law or the provisions of this Declaration, then, unless otherwise specified herein or required by law, such notice requirement shall be deemed satisfied if it is sent by regular United States mail to the last known mailing address of the Owner, as shown in the records of the Association. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other reasonable and appropriate manner.

**7.10 Interpretation.** In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration and its construction or interpretation thereof shall be final, conclusive and binding upon all Persons and property subject to this Declaration.

**7.11 Severability.** Any determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the remaining provisions.

**7.12 Amendments.** Amendments may be added or deleted at any time, but only in accordance with State law of proper notice and executed by a vote of the majority of the Members of the Association. Any changes to amend or repeal sections contained within this Declaration must be recorded with Wasatch County.

**7.13 Compliance with Laws.** The covenants, conditions, restrictions, and limitations set forth in this Declaration, including, without limitation, the provisions requiring Owners and others to obtain the approval of the Board or the ARC with respect to certain actions are independent of the obligation of Owners and others to comply with all applicable federal, state and local statutes, laws, ordinances and regulations pertaining to the ownership, occupation and/or use of any Lot or other property within the Subdivision, which may change from time to time. Any violation of any such federal, state or local statute, law, ordinance or regulation is hereby declared to be a violation of this Declaration and such violation shall be subject to any and all applicable proceedings for enforcement.

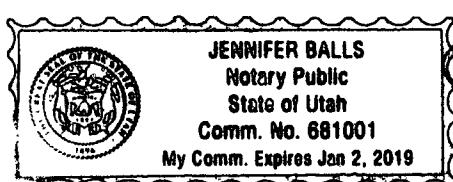
**7.13 (a)** In the event of any conflict between the provisions of this Declaration and the requirements of any applicable ordinances of Wasatch County, or any other governmental entity which may hereafter be incorporated or encompass the Subdivision, the more restrictive provisions shall control.

#### ACKNOWLEDGMENT

I hereby acknowledge the foregoing Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Greenerhills Homeowners Association, Inc. were adopted by the Members of the Association in conformance with the requirements of the Bylaws. Members were present or represented by proxy at the reconvened Annual Meeting held January 13, 2016 in Wasatch County. A vote sufficient for approval by the majority of Members and in compliance with the requirements of the Community Association Act under Utah Law.

Dated: 2-5-2016 Signed: Marilyn Fowler  
Marilyn Fowler, President

Acknowledged before me this 5 day of February, 2016 by Marilyn Fowler, whose identity is known to me or was proven on the basis of satisfactory evidence.



*Jennifer Balls*  
Notary Public