

**AMENDED AND RESTATED
BYLAWS
GREENERHILLS HOMEOWNERS ASSOCIATION, INCORPORATED**

Whereas, the real property which is subject to these Bylaws consists of approximately 451 acres of Lots 1-51, the Greenerhills Subdivision, according to the Plat and recorded in the official records of the Wasatch County Recorder, Wasatch County, Utah.

Article I - Name and Registered Office

1.1 Name and Registered Office. The name of the corporation is Greenerhills Homeowners Association, Incorporated. The registered agent of the corporation shall be Kraig J. Powell, 55 West Center Street, Suite 1, Heber City, Utah, 84032.

Article II - Definitions

2.1 "Act" shall mean the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as may be amended from time to time.

2.2 "Articles" shall mean the Articles of Incorporation of Greenerhills Homeowners Association, Inc. filed with the State of Utah and amended from time to time.

2.3 "Association" shall mean the Greenerhills Homeowners Association, Inc., a Utah nonprofit corporation.

2.4 "Common Areas" refers to 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.

2.5 "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision recorded in the Office of the Wasatch County Recorder.

2.6 "Lot" shall mean a portion of the Subdivision which is legally described as a parcel of land, intended for independent ownership and residential single-family use.

2.7 "Member" refers to the person or entity which is an Owner of a Lot within the Subdivision.

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

Article III- Meeting of Members

3.1 Annual Meetings. The annual meeting of the members shall be held on a date in the fourth quarter of each calendar year as scheduled and noticed by the Board of Directors.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by any two (2) members of the Board of Directors, or upon written request of the Members who are entitled to vote one fourth (1/4) of all of the votes.

3.3 Notice of Meetings. Annual or special meetings of the members require 30 day written notice to be given to the Members. Notice shall be sent to the Member's last address appearing on the books of the Association. Notice by e-mail will be sufficient if written consent is received from the Member instructing the Association to give notice to a particular e-mail address. Notice will be deemed received for e-mail purposes on the date that it is sent. Notice of a meeting must specify the location (within Wasatch County), date, and time of meeting, and the purpose or agenda of the meeting.

3.4 Quorum. A quorum for the purposes of increasing the annual assessment, or for imposing a special assessment shall be sixty percent (60%) of the Members entitled to cast a vote. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, or thirty percent (30%) of the total votes of the membership of the Association.

3.4 (a) A quorum for the purposes of all other business shall consist of the members of the voting group that are represented for any purpose at the meeting, and in no instance shall be less than the requirements of the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as may be amended from time to time.

3.5 Proxies. Members may vote in person or by proxy. All proxies shall be in writing and filed with the secretary, manager or agent for the Association. Every proxy shall be revocable and shall automatically terminate upon ceasing to be a Owner.

3.6 Action without a Meeting. The Members may take action without a meeting to the full extent permitted by law.

Article IV – Board of Directors, Selection and Term of Office

4.1 Board of Directors. The affairs of this Association shall be managed by a Board of at least three (3) Directors. The Members shall elect the Board of Directors as provided by these Bylaws. The elected Directors must be Members of the Association.

4.2 Term of Office. Directors shall be elected at the annual meeting. All the Directors will be elected for a term of two (2) years (two Directors being elected in one year and

one Director being elected the next). At each annual meeting the Members shall elect Directors to fill terms then expiring. Each Director's term of office shall begin on January 1 following his or her election.

4.3 Removal and Vacancy. Any Director elected by the Members or appointed by elected Directors may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of a vacancy on the Board for any reason, his successor shall be selected by the remaining elected Directors and shall serve for the unexpired term of his predecessor.

4.4 Compensation. Directors shall receive compensation only for actual expenses incurred in the performance of their duties.

Article V – Nomination and Election of Directors

5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Chair. Nominations may also be made from the floor at the annual meeting. The Nominating Chair shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Chair shall make as many nominations for election to the Board of Directors as the Chair in his or her discretion shall determine, but not less than the number of vacancies that are to be filled.

5.2 Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Votes shall not be counted by the Board of Directors, but instead by a manager of the Association and one or more members assigned by the Board; or by two or more members assigned by the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VI – Meetings of Directors

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly. The location (within Wasatch County), date and time shall be determined by the Board. Notice of regular Board meetings shall be given at least 48 hours prior to the meeting by posting on the Association's website. Additional notice of a regular meeting, and the recipients of that notice, shall be as required by the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as may be amended from time to time.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors. Notice of special Board meetings shall be given at least 48 hours prior to the meeting by posting on the Association's website. Additional notice of a special meeting, and the recipients of that

notice, shall be as required by the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as may be amended from time to time.

6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.4 Action Taken Without a Meeting. The Board of Directors may take action without a meeting to the full extent permitted by law.

Article VII – Powers and Duties of the Board of Directors

7.1 Powers. The Board of Directors shall have power to:

7.1 (a) Adopt and publish rules and regulations governing the use and maintenance of the common area and facilities, and such rules shall be consistent with the provisions of the Declaration. The Board shall establish penalties for infractions with the power to enforce the rules and regulations by adopting the schedule of violations and fines.

7.1 (b) Suspend the voting rights of a Member who is delinquent in the payment of any assessment levied by the Association. Furthermore, after ten (10) days written notice specifying the default and the date of a hearing by the Board of Directors, the Board shall have the power on majority vote to suspend the delinquent Member's rights to vote as long as such Member continues to be in default. After payment is made the voting rights of the member shall be reinstated.

7.1 (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association by other provisions of these Bylaws, the Articles of Incorporation, the Declaration, or applicable Utah law.

7.1 (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

7.1 (e) Hire a manager, an independent contractor, or other such services as they deem necessary, and to prescribe their duties.

7.1 (f) Exercise all powers and duties necessary to comply with the provisions of the Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision.

7.1 (g) Impose fines against Owners and/or Lots, with or without prior action by the Architectural Review Committee, for violation of these Bylaws or the Declaration, according to a schedule of violations and fines which shall be approved and adopted by the Board of Directors in conformance with Utah law as may be amended from time to time. The finding of a violation shall be issued only after the Owner has had an

opportunity to cure. No fine shall be imposed without prior written notice to the Lot Owner. Fines shall be subject to the same enforcement and collection rights of the Association as annual, special and other assessments.

7.2 Rules. It shall be the duty of the Board of Directors to:

7.2 (a) Cause to be kept a complete record of all its acts and corporate affairs.

7.2 (b) Present a financial statement to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Members who are entitled to vote.

7.2 (c) Supervise all officers, agents and managers of this Association, and to see that their duties are properly performed.

7.2 (d) Make and collect assessments in accordance with the Declaration.

7.2 (e) Issue, or to cause an appropriate officer to issue, upon demand by a Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

7.2 (f) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

7.2 (g) 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.

7.2 (h) Cause the common area to be maintained in a clean, safe, and attractive manner.

7.2 (i) Cause the Owners of the Lots to maintain the exterior of the dwellings, and the yards around the dwellings, in a clean, safe and attractive manner, and in compliance with the Declaration.

7.2 (j) To generally enforce all provisions of the Declaration as they may apply to maintenance of the Owner's Lots.

7.3 Enforcement. The Board of Directors shall bear the right and responsibility to enforce the provisions of the Declaration with respects to the rights and privileges of each member of the Association. No rules and regulations shall unreasonably restrict the Owner of the use of their Lot, as long as its use is consistent with all the governing documents.

Article VIII – Officers and Their Duties

8.1 Board of Directors. The officers of this Association shall be a President, Vice-President and Board Member who shall at all times be members of the Board of Directors. The positions of Secretary and Treasurer may be created by the Board or delegated to a property management company.

8.2 Election of Officers. Following the annual meeting, the Board of Directors shall elect officers for the Association.

8.3 Title. The Board shall vote for the title of each board member annually. (President, Vice President and Board Member.)

8.4 Resignation and Removal. Any officer may be removed from office with a vote of the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date specified in the notice.

8.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term.

8.6 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

8.7 Duties. The duties of the officers are as follows:

8.7 (a) **President:** The President shall preside at all meetings of the Board of Directors. The President shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written instruments and may sign checks and promissory notes.

8.7 (b) **Vice President:** The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice President may also sign checks.

8.7 (c) **Board Member:** The Board Member shall be present at meetings to establish quorum and shall perform other duties as may be required by the Board. The Board Member may sign checks.

8.7 (d) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association and their addresses, and shall perform such other duties as required by the Board. The Secretary may also sign checks.

8.7 (e) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; may sign checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at regular and annual meetings, and deliver a copy of each to the Members.

Article IX - Committees

9.1 **Architectural Review Committee.** The Board shall appoint an ARC, as provided for in the Declaration. The ARC shall have the responsibility to review and approve all building plans and specifications of any new building or improvement to an existing building in accordance with the Declaration. No member of the Board shall be allowed to serve on the ARC while still a member of the Board.

9.2 **Nominating/Other Committees.** The Board shall appoint a Nominating Chair, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

9.3 **Removal.** The Board shall have the right to remove any member of any committee with a majority vote. A committee member may be removed with a sixty-seven percent (67%) vote of the membership.

Article X – Submissions to the Architectural Review Committee and the Appeal Process

10.1 **Plan Submittal.** All Lot Owners shall have the responsibility to submit all plans and specifications to the Architectural Review Committee prior to any improvement taking place on their Lot. If the Owner begins work of any kind on their Lot prior to submitting their plans to the ARC, the ARC or the Board of Directors shall have all power to stop such action and/or to enforce the rules, regulations and restrictions of the Association through any means permitted by the governing documents of the Association or by Utah law.

10.2 **ARC Review.** The ARC shall have thirty (30) days to review the plans and to either reject or accept them. If no action is taken by the ARC within thirty (30) days, the applicant shall notify the Board of Directors in writing of the ARC's failure to act. If no action is taken by the ARC within ten (10) days of the Board of Directors' receipt of such notice, the plans and specifications shall be deemed approved.

10.3 **Resubmittal.** If the plans and specifications are incomplete, or if the ARC rejects the plans, or requires the plans to be changed in order to comply with the Declaration, the Owner shall make the changes and resubmit the plans. The ARC shall have thirty (30) days to review the revised plans and to either reject or accept them. If no action is taken

by the ARC on the revised plans within thirty (30) days, the applicant shall notify the Board of Directors in writing of the ARC's failure to act. If no action is taken by the ARC on the revised plans within ten (10) days of the Board of Directors' receipt of such notice, the revised plans and specifications shall be deemed approved.

10.4 Rejection of Plans. On any rejection of the plans, the ARC shall have the responsibility to submit its reasons for the denial in writing to the Owner, with suggestions on what the Owner could do to comply with the Declaration.

10.5 Appeal. If the ARC rejects the plans and specifications, or issues a finding of violation at any time, the Owner shall have the right to file an appeal with the Board of Directors. The appeal must be filed within thirty (30) days of the ARC's rejection or issuing of a finding of violation. The appeal must include an explanation of the dispute between the Owner and the ARC and an explanation of what relief the Owner would like to receive.

10.6 Notification for Hearing. Upon receiving the notice of appeal, the Board shall set a date for a hearing of the appeal that shall not be more than two (2) weeks after the receipt of the notice of appeal, unless waived in writing by the Owner. The Board shall have the right to contact the ARC and the Owner and to obtain all needed information and evidence prior to the hearing.

10.7 Hearing and Decision. At the hearing, both the Owner and the ARC will be allowed to present their arguments to the members of the Board. The hearing shall be informal. The Board may overturn or confirm the decision of the ARC. The Board may hand down a decision at the time of the hearing, or take the matter under advisement. If taken under advisement, the Board shall submit a written decision within one (1) week of the hearing. The decision of the Board shall be final and binding. In its decision, the Board may suspend, remit, reverse, refund, or impose fines.

10.8 Other Violations. The Architectural Review Committee shall have the authority to consider and declare a violation of any provision of the Bylaws or the Declaration after due notice and request to cure has been given and cure has not been made within the designated time. Upon making a finding of violation, the ARC shall issue and sign a written finding of violation and deliver the notice to the Owner. The finding of violation shall be dated and shall specify the reasons. The appeal, hearing and decision process is the same as listed above.

Article XI – Inspection of Documents

11.1 Inspection of Documents. The governing documents and other records of the Association shall be subject to inspection by any Member upon five (5) days prior written notice sent to the business address of the Association as listed on the records of the Utah Division of Corporations. Availability of all records of the Association shall be subject to governing Utah law, including the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as may be amended from time to time.

Article XII - Assessments

12.1 Obligation. As more fully provided in the Declaration, each member is obligated to pay to the Association annual, special or other assessments and any fines imposed that are not otherwise abated, all of which shall be secured by a continuing lien upon the property against which the assessment is made.

12.2 Voting. Annual or special assessments shall be considered approved unless there is a vote of disapproval by at least 51% of all allocated voting interests from Lot Owners at the annual meeting or at a special meeting called for such purposes.

12.3 Appeal. All fines must be paid within thirty (30) days of the deadline to appeal, if no appeal is made, or within thirty (30) days of the Board's decision on appeal, if appeal is made.

12.4 Collection. Power is granted to the Board to take whatever reasonable legal measures are necessary to enforce and collect assessments and/or fines. Each Member against whom enforcement or collection is pursued, with or without suit, is obligated to pay the Association's costs of enforcement and collection, including attorney fees.

Article XIII – Corporate Seal

13.1 Corporate Seal. The Association shall have a seal in circular form having within its circumference the words: Greenerhills Homeowners Association.

Article XIV - Indemnification

14.1 Indemnification. The Association shall and does hereby indemnify each and every Director and Officer 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 arise 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 such Association Official free and harmless from and against any and all liability to others on account of 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 and Committee Members 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 be exclusive of any other rights to which any Association Official may be entitled.

Article XV – Adoption and Amendments of Bylaws

15.1 Amendments. Bylaws may only be amended at the annual or special meeting of the members. A quorum for the purposes of amending these Bylaws must be sixty percent (60%) of the Members entitled to cast a vote. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting must be one half (1/2) of the required quorum at the preceding meeting, or thirty percent (30%) of the total votes of the membership of the Association. These Bylaws may be amended by a majority vote of the quorum of membership present in person or by proxy.

15.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article XVI - Miscellaneous

16.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December.

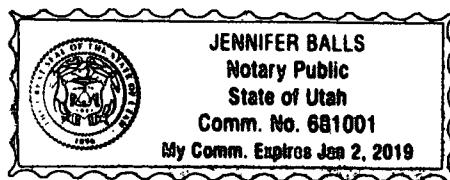
Acknowledgment of Greenerhills Homeowners Association President

I hereby acknowledge the foregoing Amended and Restated Bylaws 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