

**THIRD AMENDMENT TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GREENERHILLS SUBDIVISION**

This THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GREENERHILLS SUBDIVISION (“Amendment”) has been approved and adopted by the Greenerhills Homeowners Association, Inc., a Utah nonprofit corporation (“Association”) and becomes effective when recorded with the Wasatch County Recorder’s Office.

RECITALS

A. The Greenerhills Subdivision was originally made subject to the “Covenants, Conditions and Restrictions for the Greenerhills Subdivision” recorded with the Wasatch County Recorder on September 7, 2000 as Entry Number 227029 (“Original Declaration”).

B. The Original Declaration was amended and replaced by the “Amended Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision” as recorded on October 12, 2007 as Entry Number 327238 with the Wasatch County Recorder (“Amended Declaration”).

C. The Amended Declaration was amended and replaced by the “Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Greenerhills Homeowners Association, Incorporated” as recorded on February 8, 2016 as Entry Number 420909 with the Wasatch County Recorder (“Declaration”).

D. The Declaration was first amended by the “Amendment to Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision” as recorded on December 28, 2017 as Entry Number 446864 with the Wasatch County Recorder

E. The Declaration was next amended by the “Second Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Greenerhills Homeowners Association, Incorporated” as recorded on December 8, 2021 as Entry Number 511873 with the Wasatch County Recorder

F. The Association and Owners desire to further amend the Declaration as provided below.

G. Section 7.12 of the Declaration provides that it may be amended with the affirmative vote of at least a majority of the Members of the Association.

H. At least a majority of the Members of the Association have approved this Amendment to the Declaration, which shall be binding upon the entire Subdivision, including all Lots and Common Areas. See Exhibit A.

I. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

J. Except as otherwise provided herein, capitalized terms shall have the same meaning and effects as used in the Declaration.

K. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control. This Amendment shall also control over any conflicting provisions in the Articles or Bylaws.

AMENDMENTS

Amendment One

Section 4.7 of the Declaration is hereby amended to read as follows (all subparts of Section 4.7 (a) through (d) remain in full force):

4.7 **Vehicle Parking and Storage.** The Owner of a Lot shall provide adequate space on their Lot for the 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 that are parked overnight on a Lot shall be parked and/or stored in a fully enclosed garage or other building suitable for vehicle storage. Any vehicle parked outdoors shall be parked only on paved areas (asphalt, concrete, aggregate, or similar) created specifically for vehicle parking.

Amendment Two

Section 4.7 of the Declaration is hereby amended and supplemented with the following Section 4.7(e), which shall be added to and become part of the Declaration:

4.7 (e) The Lot Owner is permitted to park four (4) private passenger motor vehicles outdoors overnight on their Lot without limitation as to time.

CERTIFICATION

IN WITNESS THEREOF, the undersigned President of the Association hereby certifies that the foregoing Amendment was approved by at least a majority of the Members of the Association pursuant to Section 7.12 of the Declaration and that he/she is authorized by the Board of Directors to sign this Amendment on behalf of the Association.

EXHIBIT A
Legal Descriptions
51 Lots
WASATCH COUNTY

All Lots and Common Area as shown on the official plat(s) for **GREENERHILLS**
SUBDIVISION on file with the Wasatch County Recorder.

includes Lots 1-51.

Parcel Numbers:

00-0020-0200 through 00-0020-0250

GREENERHILLS HOMEOWNERS
ASSOCIATION, INC.

By: Shari Lin Miller
Its: President

State of Utah)
)
County of Wasatch)
)
):ss

On this 8th day of April, 2024, personally appeared before me
Shari Lin Miller, who being by me duly sworn, did say that he/she is the President
of the Greenerhills Homeowners Association, Inc.; that said instrument was signed by him/her, with
authority from the Board of Directors, on behalf of said Association; and that the foregoing information
is true and accurate to the best of his/her knowledge.

Laurie Erin Lythgoe
Notary Public

