



W3077086

EH 3077086 PG 1 OF 45
LEANN H KILTS, WEBER COUNTY RECORDER
17-AUG-20 1219 PM FEE \$262.00 DEP DC
REC FOR: BRAD JOHNSON (GREEN HILL)

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
GREEN HILL COUNTRY ESTATES SUBDIVISION
A PLANNED CLUSTER SUBDIVISION**

**THIS AMENDED AND RESTATED DECLARATION is made
And executed
Effective the day it is recorded in the office of the Weber
County Recorder, State of Utah.**

**This amendment supersedes, overrides, is superior to and is a
substitute for all previous Declarations of Covenants,
Conditions, and Restrictions recorded for all phases of
Green Hill Country Estates.**

This amendment supersedes, overrides, is superior to and is a substitute for all previous declarations of covenants, conditions, and restrictions recorded for all phases of Green Hill Country Estates.

I, Brad Johnson, current President of Green Hill HOA, verify that Troy Banks, Secretary and Sam Clark, Treasurer certified the vote for the proposed changes to the CCR's of the Green Hill HOA.

The special vote took place on June 29, 2020 and the outcome was 72 'yes' votes (90% of people who voted) and 8 'no' votes.

80% of the quorum voted.

I, Brad Johnson, as current President of the Green Hill HOA am accepting of the results of the vote. These amendments will now be the CCR's of the Green Hill HOA and will include the bylaws and the incorporation of the Home Owners Association.

Adopted this 14th Day of August, 2020



President

Signature Witnessing

State of Utah)

County of Weber^s

On this 14th day of Aug., in the year 2020, before me, Dayna Smith,
date month year name of notary public

personally appeared Brad Johnson, proved to me through satisfactory evidence
name of document signer

of identification, which was Utah drivers to be the person whose name is signed on
form of identification license

the preceding or attached document in my presence.

Dayna Smith
(notary signature)

(seal)



RECITALS:

GREEN HILL COUNTRY ESTATES SUBDIVISION is a planned cluster subdivision consisting of Green Hill Country Estates Subdivision #1, Green Hill Country Estates Subdivision #2, Green Hill Country Estates Subdivision, Phase 3 and 4, Green Hill Country Estates Phase 5, Green Hill Country Estates Subdivision Phase 6, and Green Hill Country Estates Subdivision Phase 7.

Subdivision #1, Subdivision #2, Phase 3 and 4, Phase 5, Phase 6 and Phase 7, were each subjected to declarations of covenants, conditions and restrictions filed for record in the Weber County Recorder's office at various times in connection with the development of each individual subdivision or phase.

Each declaration referred to Green Hill Country Estates Home Owners Association, a Utah nonprofit corporation, (the Association) as the entity to administer the common areas, collect and disperse assessments and enforce the provisions of each of the declarations. Each of the declarations were, for the most part, identical to each other declaration. The class B member of the Association, the developer, is no longer entitled to class B membership and the references to the class B membership are no longer relevant.

The members of the Association desire to amend and restate the various declarations to establish one declaration pertaining to all of the property in Green Hill Country Estates Subdivision for the purpose of unifying the existing declarations and deleting outdated provisions.

THEREFORE, the members of the Association have voted to amend and restate the Declaration of Covenants, Conditions and Restrictions of Green Hill Country Estates Subdivision, a Planned Cluster Subdivision, pertaining to their subdivision or phase and declare that their property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, as follows:

I. GENERAL PURPOSES

The real property described in Exhibit "A" and Exhibit "B" attached hereto, both private and common, is subject to **The Bylaws as amended dated February 25, 1996 and the Articles of Incorporation dated January 19, 1982 attached as Exhibit C and D which are hereby incorporated into this Declaration by reference**, conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of the lots against such improper use of surrounding lots as will depreciate the value of their property; to provide for the preservation of the open areas especially the natural landscape, wildlife and streams; and the pastures, fences, ditches, irrigation rights, barns, and all other structures of common ownership; **to protect the network of roads within the Association, which were designed and built for light residential use with a rating of 2 equivalent 18-kip axle loads per day (ESALs/day) Limited to 36,000 pounds total weight per load;** to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property consistent

with the ordinances and land use policies of Weber County; to encourage and secure the erection of homes thereon, with appropriate locations thereof on the lots; to secure and maintain proper setbacks from roads, and adequate free spaces between structures; in general provide adequately for a high type and quality of improvements in said property, thereby to enhance the values of investments made by purchasers of lots therein.

EH 3077086 PG 5 OF 45

II. MEMBERSHIP AND VOTING RIGHTS

II.1. MEMBERSHIP.

Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the lot in which the Owner has the necessary interest, and shall not be separated from the lot to which it appertains.

II.2. VOTING RIGHTS.

Members shall be entitled to one vote for each lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any lot.

II.3. MULTIPLE OWNERSHIP INTERESTS.

In the event there is more than one Owner of a particular lot, the vote relating to such lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless an objection is immediately made by another Owner of the same lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

III. PROPERTY RIGHT IN COMMON AREAS

III.1. EASEMENT OF ENJOYMENT.

Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, contract purchaser, or other person who resides on such Member's lot.

III.2. LIMITATION ON EASEMENT.

A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

III.2.a. The right of the Association to suspend a Member's right to the use of any recreational facilities included in the Common Areas for any period during which an assessment on such Member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

III.2.b. The right of the Association to impose reasonable limitations on the

number of guests per Member who at any given time are permitted to use the Common Areas; **the right of the Association to impose reasonable limitations on the number of vehicles over 36,000 pounds, construction vehicles under 36,000 pounds by number of axles per day or week, number of vehicles per day or week or due to weather conditions.**

EH 3077086 PG 6 OF 45

III.2.c. The right of Weber County and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained with the property for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal service including enforcement of provisions of Geotechnical and Landslide study provided by Applied Geotechnical Engineering Consultants, Inc.

IV. FINANCIAL PLANNING PROCESS

The Board shall present a statement of current accounts, summary of yearly expenditures, and forecasted expenditures for the coming fiscal year at the annual meeting of the Homeowners Association.

V. ASSESSMENTS

V.1. PERSONAL OBLIGATION AND LIEN.

Each Owner shall, by acquiring or in any way becoming vested with his interest in a lot, be deemed to covenant and agree to pay the Association the monthly assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain (i) a charge and continuing lien upon the lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such lot at the time the assessment falls due. No Owner may exempt himself or his lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his lot.

V.2. PURPOSE OF ASSESSMENTS.

Assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; management and supervision of the Common Areas; establishment and funding of a reserve to cover major repair of the improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

V.3. ASSESSMENTS

V.3.a MAXIMUM MONTHLY ASSESSMENT.

As of the date of this recording of this Article, each lot shall be subject to a quarterly assessment of not more than \$200.00 for an unimproved lot and not more than \$200.00 for an improved lot. From and after one year from recording date of this

Article, the maximum monthly assessment may be increased or decreased so long as the change is assented to by sixty percent (60%) of the membership. Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and at its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

EH 3077086 PG 7 OF 45

V.3.b EXEMPT VEHICLES ASSESSMENT

Exempt Vehicles are those vehicles that may exceed the weight limit but provide a benefit or service to all the owners. The impact to the roads is shared and the fee to cover this impact is shared by all the owners through the exempt vehicle assessment fee. Exempt vehicles over 36,000 pounds include all emergency vehicles; power company vehicles, natural gas company vehicles, propane company vehicles, water company vehicles, sewer company vehicles, septic service vehicles, for the purpose of servicing not construction, and refuse vehicles.

As of the date of this recording of this Article, each lot shall be subject to a quarterly assessment of not more than \$25.00. From and after one year from recording date of this Article, the maximum monthly Exempt Vehicles assessment may be increased or decreased so long as the change is assented to by sixty percent (60%) of the membership. Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and at its discretion set the amount of the monthly Exempt Vehicle assessment at any sum not in excess of the then applicable maximum amount.

V.3.c ASSESSMENTS FOR OVERWEIGHT LIMIT VEHICLES

Fee schedule and rate multiplier

i) New Construction: As of July 1, 2020, owners will provide the Association, before construction starts, with a \$10,000 reclamation bond. The wording of the bond must conform to the satisfaction of the Association. All owners who use the Association roads for new construction using vehicles as defined by the Federal highway administration (FHWA) class 6 and above over 36,000 pounds are subject to a fee of \$.00125 per pound of total weight of the loaded vehicle. The owner will provide the HOA a certified weight ticket for each load exceeding the limit. The HOA will use the weight tickets to determine the fee. If the owner doesn't provide the Association with an acceptable certified weight ticket, then the following fee schedule will apply;

Number of axles	Weight used for fee calculation
3	48,000 lbs.
4	56,000 lbs.
5	65,000 lbs.
6	72,000 lbs.
7	80,000 lbs.
8 and above	Each axle beyond 7 will be evaluated as 10,000 lbs. per additional axle

The impact of exceeding the weight limit is increased by the frequency of the trips. For example, 10 overweight vehicles per day have more impact than 3 overweight vehicles per day. The total fee will be adjusted by a multiplier based on the number of overweight trips per day.

Number of overweight trips per day	Multiplier
3 or less	1.0
4-6	1.2
7 - 10	1.6
Over 10	2.4

EH 3077086 PG 8 OF 45

Any contractor using vehicles that do not conform with the Federal and State of Utah (Utah code 72-7-404(3)(a)) bridge laws for over the road trucks will be expelled from using association roads and their bond will be fully exercised upon.

ii) Remodeling, landscaping, etc.:

All owners who use the Association roads for remodeling existing homes, landscaping or moving any type of materials using vehicles as defined by the Federal highway administration (FHWA) class 6 and above over 36,000 pounds are subject to a fee of \$.00125 per pound of total weight of the loaded vehicle. The owner will provide the HOA a certified weight ticket for each load exceeding the limit. The HOA will use the weight tickets to determine the fee. If the owner doesn't provide the Association with an acceptable certified weight ticket, then the following fee schedule will apply;

Number of axles	Weight used for fee calculation
3	48,000 lbs.
4	56,000 lbs.
5	65,000 lbs.
6	72,000 lbs.
7	80,000 lbs.
8 and above	Each axle beyond 7 will be evaluated as 10,000 lbs. per additional axle

The impact of exceeding the weight limit is increased by the frequency of the trips. For example, 10 overweight vehicles per day have more impact than 3 overweight vehicles per day. The total fee will be adjusted by a multiplier based on the number of overweight trips per day.

Number of overweight trips per day	Multiplier
3 or less	1.0
4 - 6	1.2
7-10	1.6
Over 10	2.4

Any contractor using vehicles that do not conform with the Federal and State of Utah (Utah code 72-7-404(3)(a)) bridge laws for over the road trucks will be expelled from using association roads.

From and after one year from recording date of this Article, the assessment for 'over weight limit' vehicles may be increased or decreased so long as the change is assented to by sixty percent (60%) of the membership. Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and at its discretion set the amount of the 'over weight limit' assessment at any sum not in excess of the then applicable maximum amount.

E# 3077086 PG 9 OF 45

V.4. QUORUM REQUIREMENTS.

The quorum required for any action authorized by section V.3 above shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section V.3) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

V.5. UNIFORM RATE OF ASSESSMENT.

Assessments shall be fixed at a uniform rate for monthly or quarterly dues or other assessments for all occupied lots and unoccupied lots including a uniform rate of assessment for all members using Association roads with weights over 36,000 pounds as described in V.3

V.6. EFFECT OF NONPAYMENT-REMEDIES.

Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain personally liable for payment. Such personal liability shall pass to the Owner's successors in title. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring the action either against the Owner who is personally liable or to foreclose the lien against the lot.

VI. OPERATION AND MAINTENANCE

VI.1. OPERATION AND MAINTENANCE BY ASSOCIATION.

The Association shall provide for such maintenance and operation of the Common Areas and private streets as maybe necessary or desirable to make them appropriately functional, attractive and generally in good condition and repair.

VI.2. AUTHORITY TO ENTER INTO AN AGREEMENT.

The Board of Directors of the Association shall have the authority to enter into an agreement on behalf of the Association with lenders, obligating the Association to carry such hazard, flood, and liability insurance and a fidelity bond as shall be required by lenders. The limitation to such agreement will be no more than one-half

(½) of the total cash assets of the HOA at the time of the loan, unless approved by a vote of the members in accordance with the quorum requirements of Section V.4.

VI.3 . MANAGER. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation.

EH 3077086 PG 10 OF 45

VII. GENERAL USE RESTRICTIONS

All real property within Green Hill Country Estates shall be held, used and enjoyed subject to the following limitations and restrictions:

VII.1. USE OF COMMON AREAS.

The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to lots and living units.

VII.1.a. Geotechnical Survey

Use of common areas within Phases 6 and 7 (Lots 80 through 117) are subject to a Geotechnical report. Before any cuts or fills or excavation of any nature is begun, the geotechnical report prepared by APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. and approved by the State of Utah, Geology Department, shall be consulted, and all excavation and construction shall adhere to the recommendations of that report. (AGEC Geotechnical and Landslide Study of Green Hill Country Estates Phase VI and VII are on file at Weber County Planning Department.)

VII.1.b. HAZARDOUS WASTE/ DUMPING

No garbage dump sites or pollutants of any kind shall be allowed on the Common Areas.

VII.1.c. MOTOR VEHICLES

All motor cycles, trail bikes, three-wheel powered devices, automobiles, two or four-wheel drive recreational type vehicles are to be properly muffled to reduce excessive noise and are to be operated only on established trails and are specifically prohibited from other common areas, footpaths and walkways. No hill-climbing activity by motorized vehicles is allowed on the real property because of the noise and erosion-enhancing of such activities.

VII.1.d. LIABILITY FOR DAMAGES

Any damage done to the Common Areas or facilities thereon, by persons or their vehicles while in Green Hill Country Estates shall be paid for by the person or persons doing the damage .

VI 1.1.e. NO FURTHER SUBDIVIDING.

No Common Area may be further subdivided.

VII.1.f. NO HAZARDOUS ACTIVITIES.

No activities shall be conducted on any common property and no improvements constructed on any common property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires nor incinerators shall be lighted or

permitted on any common property. Permits for hunting shall be obtained from the association.

VII.2. USE OF LOTS AND LIVING UNITS.

All lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No lot or Living Unit shall be used, occupied, or altered in violation of law, so as to do any of the following:

1) jeopardize the support of any other Living Unit, 2) create a nuisance, or 3) interfere with the right of any Owner, 4) anything which would result in an increase in the cost of any insurance covering the Common Areas, 5) increase use beyond one (1) single family unit per lot, or (6) in violation of the recommendation of the Geotechnical report.

VII.2.a. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be constructed on any lot at a cost of less than \$200,000 exclusive of lot. Said construction cost is based on cost levels prevailing in September 2015 and is to be adjusted annually to reflect the equivalent of \$200,000 as of that date; it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which could have been produced on that date, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one story dwelling, no less than 1,000 square feet for a dwelling of more than one story. The annual adjustment rate will be calculated using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI-U).

VII.2.b. b. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

VII.2.c. NUISANCES.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Green Hill Country Estates and no odors shall be permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other

property in the vicinity thereof or to the occupants of any property. Without limiting the generality of any of the foregoing provisions, all exterior speakers, horns, whistles, bells or other sound devices will be in compliance with Weber County Noise Ordinances.

VII.2.d. ANIMALS.

Animals of various kinds shall be allowed. Dogs, cats, or other household pets may be kept. Such animals as are kept shall be controlled by owner on their own lot. Horses are permitted. Approval by the Association shall be required for pigs and any commercial use or purpose for the raising or breeding of all animals. The keeping of all animals shall comply with Weber County ordinances.

VII.2.e. OUTBUILDINGS.

It is understood that guest facilities, storage sheds, tack rooms, and other types of rural buildings, except outhouses, may be constructed on the property so long as they are approved by the Architectural Control Committee and constitute a harmonious development of properties.

No unfinished basement, shack, garage, barn, or other out-building (except the guest facility) shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for residence. No old or secondhand structures shall be moved on any of the said lots, it being the intention hereof that all dwellings and other buildings be erected on said lots, or within said subdivision, shall be new construction of good quality, workmanship and materials.

VII.2.f. UNSIGHTLY ARTICLES.

No unsightly articles shall be permitted to remain so as to be visible from adjoining property. No compost piles and grass, shrub, or tree clippings or plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

VII.2.g. NO FURTHER SUBDIVIDING.

No lot or residence may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owners thereof; provided, however, that nothing herein shall be deemed to prevent the transfer or sale of any lot or living unit to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

VII.2.h. SIGNS.

No signs of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on

or from a residence advertising the residence for sale or lease. Any "for sale" or "for lease" signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require Committee approval. A residential identification sign is permitted but should not exceed two (2) square foot in surface area.

VII.2.i. NO HAZARDOUS ACTIVITIES.

No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property. All open fires will comply with Weber County Fire ordinances. No garbage dump sites, or pollutants of any kind shall be allowed on any lot.

VII.2.j. ROOFTOP ANTENNAS.

No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted to interfere with the peace and quiet enjoyment of any neighboring lot Owner's premises or home entertainment facilities or equipment.

VII.3. USE OF PRIVATE STREETS

VII.3.a. GENERAL ACCESS

General access is granted to all members for access to home, lot, and for purposes of building. Owners are responsible to damage done to roads by equipment used for home building or other improvements on the property.

VII.3.b. OVERNIGHT PARKING.

No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any street within Green Hills Country Estates between the hours of 2 o'clock a.m. and 6 o'clock a.m. of any morning.

VII.3.c. MOTOR VEHICLES

All motorcycles, trail bikes, three-wheel powered devices, automobiles, two or four-wheel drive recreational type vehicles are to be properly muffled to reduce excessive noise while being operated on established roads and streets.

VIII. ARCHITECTURAL CONTROL

VIII.1. Architectural Control Committee.

The Board of Trustees of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The

IX.1.c. Side Yard - Corner Lots.

On corner lots the side yard contiguous to the street shall not be less than thirty (30) feet in width and shall not be used for vehicular parking except such portion as is devoted to driveway use for access to a garage.

IX.1.d. Rear Yard

Each lot shall have a rear yard of not less than one hundred (100) feet, except for corner and flag lots which may have fifty (50) feet, and lot 29, in phase #1 may be 50 feet.

IX.1.e. Building Height.

No lot or parcel of land in the development shall have a building or structure used for dwelling or public assembly which exceeds a height of two (2) stories. Chimneys, flagpoles, church towers and similar structures not used for human occupancy are excluded in determining height.

IX.1.f. Accessory Buildings.

An accessory building shall not be built on a front yard, or closer than twenty (20) feet to a side lot property line or closer than twenty-five (25) feet to a rear property line. All accessory buildings must be approved by the Architectural Control Committee prior to construction.

X. RIGHTS OF FIRST MORTGAGEES**X.1. RIGHTS OF FIRST MORTGAGEE.**

Nothing contained herein or in the bylaws of the Association shall impair the rights of a first mortgagee to:

- a. foreclose or take title to a lot pursuant to the remedies provided in the mortgage, or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- c. participate in the subsequent sale or lease of the lot so acquired by the mortgagee.

X.2. WRITTEN NOTIFICATION TO FIRST MORTGAGEE.

A first mortgagee, upon request, shall be entitled to written notification from the Trustees of the Association of any default in the performance by any individual lot Owner of any obligation of the Owner under the Articles of Incorporation, Bylaws of the Association or this Declaration, which default is not cured within sixty (60) days after notice to the said Owner.

Committee shall be composed of Owners. If such a Committee is not appointed, the Board of Trustees itself shall perform the duties required of the Committee.

VIII.2. STANDARD.

In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures.

VIII.3. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building shall be erected, altered placed or permitted on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than four (4) cars. Attached carports are prohibited. "Family" is defined to mean persons related by blood, or marriage, by legal adoption, or by operation of current law.

VIII.4. APPROVAL PROCEDURE.

All plans including site plans and specifications for building upon a lot by an Owner and/or builder must be submitted to the Architectural Control Committee for approval prior to commencing construction. Such approval is conditioned upon compliance with the following procedure:

- a. A cross section of the proposed wall of the home indicating type of support, insulation, and exterior finish.
- b. One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color including brick, siding, trim, roofing material, etc.
- c. The Owner/builder submitting a set of landscape plans for front yard (as defined herein).
- d. Owners will provide the Association before construction starts with a \$10,000 reclamation bond to the satisfaction of the Association.

Any subsequent changes, improvements, or alterations in such plans must be submitted to the Committee for written approval. Any approval or disapproval must be made in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

VIII.5. CONSTRUCTION.

It is understood that a Lot Owner is not required to build any structure on his lot. However, once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. The building time shall not exceed twelve (12) months from start to finish.

All debris, excavation dirt, etc., associated with the building process shall be removed within these specified building times. Excavation dirt shall either be removed entirely or shall be spread out and reseeded within this specified time so as to return the lot to a pleasing appearance. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and of the unimproved lots in the vicinity of the activity; subject to written approval from the Board of Trustees or the Lot owner respectively. No building should be permitted to remain incomplete for a period in excess of one year from the date the building was started.

EH 3077086 PG 16 OF 45

Lot owners shall be liable for damage done to Green Hill Country Estates Property including but not limited to roads, common grounds and other property belonging to residents of the community, during building construction, renovation, or any other construction activity.

VIII.6. NO LIABILITY FOR DAMAGES.

The Homeowner's Association Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

VIII.7. FAILURE OF THE COMMITTEE TO INSIST ON STRICT PERFORMANCE - NO WAIVER.

The failure of the Committee to insist in any one or more instances, upon the strict performances of any of the terms, condition, or restrictions of the Covenants contained herein, or to exercise any right or option herein contained, or to serve any notice of or to institute any action, shall not be construed as a waiver or relinquishment for the future, and such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Committee of any assessment from a lot Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Committee.

IX. BUILDING RESTRICTIONS

IX.1. BUILDING LOCATION.

The following minimum yard requirements shall apply to all Living Units in Green Hill Country Estates, however Lot 115 may be granted exceptions if the well location renders a hardship:

IX.1.a. Front Yard.

No building shall be located on any lot nearer than thirty (30) feet to the front lot line, unless a hardship is shown as concerning hook-up to the sewer and then set back will be allowed by review of the Architectural Committee.

IX.1.b. Side Yard.

Each lot shall have a side yard of at least twenty (20) feet on each side.

XI. MISCELLANEOUS

XI.1. NOTICES.

Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the latest address for the person who appears as a Member or Owner, in the records of the Association at the time of mailing.

XI.2. RULES AND REGULATIONS.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

XI.3. AMENDMENT.

Any amendment to this Declaration shall require:

- a. The affirmative vote of at least seventy-five (75) percent of all members entitled to vote thereon.
- b. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in Section XI.1) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of any instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

XI.4. CONSENT IN LIEU OF VOTE.

In any case in which this Declaration required for authorization or approval of a transaction the assent or affirmative vote of a staged percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to vote. The following additional provisions shall govern any application of the Section XI.4.

- XI.4.a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

XI.4.b. The total number of votes required for authorization or approval under this Section XI.4 shall be determined as of the date on which the last consent is signed.

XI.4.c. Any change in ownership of a lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

XI.4.d. Unless the consent of all Members whose memberships are appurtenant to the same lot are secured, the consent of none of such Members shall be effective.

XLS. MORTGAGE PROTECTION.

All assessments of the Association and the lien thereof shall be subordinate to the lien of any first mortgage or deed of trust on a lot. Each holder of a first mortgage lien on a lot who comes into possession of the lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will be subject to clearance of all unpaid Association assessments and charges against the lot.

XI.6. INTERPRETATION.

Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity of or enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.

XI.7. COVENANTS TO RUN WITH LAND.

This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon all parties who hereafter acquire any interest in a lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns until December 31, 2018, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by the vote of seventy-five percent (75%) of the then Owner of the plotted lots these covenants are terminated.

Each Owner or occupant of a lot or Living Unit shall comply with, and all interests in all lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration .

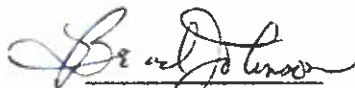
If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens contained herein, it shall be lawful for any other person or persons

owning any lot situated in Green Hill Country Estates to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of Court or other dues for such violation.

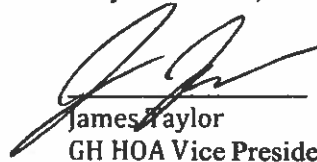
XI.8. EFFECTIVE DATE.

This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

This Declaration dated and signed the 03 day of October, 2016.



Brad Johnson
GH HOA President



James Taylor
GH HOA Vice President



Sam Clark
GH HOA Treasurer



Brian See
GH HOA Secretary

State of Utah
County of Weber

On the 03 day of October, 2016 personally appeared before me Brad Johnson, James Taylor, Sam Clark, and Brian See who being duly sworn did say that they represent the Board of Directors of the Green Hill Country Estates Homeowners Association and that the within and foregoing instrument was signed in behalf of said corporation and by authority of a resolution of its Board of Directors and a vote of its Members and they duly acknowledged to me that said corporation executed the same.



Notary Public

Residing at 0P(o) lbley L;brary

My Commission expires ffh.7' 1. 2.017

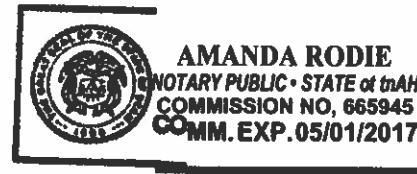


Exhibit "A"

GREEN HILL COUNTRY ESTATE SUBDIVISION IN WEBER COUNTY UTAH REAL PROPERTY

Book#	Page#	GH Phase#	Lot #'s
21	51	1	1A (30)
21	52	1	3 - J 1
21	53	1	12 - 17
21	54		18 - 24
21	55		25 - 29, 31,32
21	59	2	33 - 46
21	60	3	47 - 58
21	61	4	59 - 77
21	63	5	78 - 79
21	80	6	80 - 89
21	81	6	90 - 93
21	82	6	106 - 108, 110
21	83	6	109, 111 - 115
21	84	6	94, 95R, 96, 103 - 105R
21	85	6	97 - 102
21	78	7	116-117

Source: Weber County Recorder's Plat Maps

Exhibit "B"

GREEN HILL COUNTRY ESTATE SUBDIVISION
IN WEBER COUNTY UTAH
COMMON PROPERTY

Book#	Page#	GH Phase#	Common Area #	Common Area ID
21	50		A	Vacated 12/28/83
21	50	1	B	210500001
21	58	2	D	210580001
21	58	2	E	210580002
21	60	3	G	2106000J3
21	60	3	H	210600014
21	61	4	I	210610020
21	63	5	J	210600003
21	79	6	K	210790001
21	79	6	K	210790002
21	79	6	L	210790003
		8	M	210010007
		8	N	210010004
		8	N	210010006

Source: Weber County Recorder's Plat Maps



Office of the Lieutenant Governor

GHHOA was incorporated in 1982

CERTIFICATE OF INCORPORATION

OF

GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION

I, DAVID S. MONSON, LT. GOVERNOR/SECRETARY OF STATE OF THE STATE OF UTAH, HEREBY CERTIFY THAT DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION FOR THE INCORPORATION OF

GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION

DULY SIGNED AND VERIFIED PURSUANT TO THE PROVISION OF THE UTAH NON-PROFIT CORPORATION AND COOPERATIVE ASSOCIATION ACT, HAVE BEEN RECEIVED IN MY OFFICE AND ARE FOUND TO CONFIRM TO LAW.

ACCORDINGLY, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, I HEREBY ISSUE THIS CERTIFICATE OF INCORPORATION OF

GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION

AND ATTACH HERETO A DUPLICATE ORIGINAL OF THE ARTICLES OF INCORPORATION.
096425.



IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed the Great Seal of the
State of Utah, at Salt Lake City, this 19th day,
of JANUARY, 1982

David S. Monson
LIEUTENANT GOVERNOR

Mailing Address:
1892 North 300 West
Sunset, Utah 84405

EH 3077086 PG 23 OF 45

Filed in the office of the Lieutenant Governor
of Utah, on the January day of 1982
A.D. 19 82
DAVID S. MONSON
Lieutenant Governor
Filing Clerk 182 Fees 5.00

ARTICLES OF INCORPORATION

96425

OF

GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION

The undersigned do hereby certify that they are incorporators of a non-profit corporation under and by virtue of the Utah Non-Profit Corporation (Title 16, Chapter 6, Utah Code Annotated, 1953).

ARTICLE I

NAME

The name of the Corporation shall be GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION, hereinafter designated as "Association."

ARTICLE II

DURATION

The duration of the Association shall be perpetual.

ARTICLE III

PURPOSES

The purpose for which the Association is organized, in general, shall be to represent and promote the welfare of the residents of GREEN HILL COUNTRY ESTATES. In particular, the Association is organized to cooperate with the officials of township, municipal, county, state, and other public authority for the promotion and betterment of the interests of the residents of said GREEN HILL COUNTRY ESTATES, including the responsibilities and services delineated in the Declaration of Covenants, Conditions and Restrictions, filed with the Weber County Recorder; to conduct such social and fraternal activities as may be determined from time to time by its trustees or members; to nominate new

members for the Architectural Control Committee serving GREEN HILL COUNTRY ESTATES. For these purposes, the Association shall have and possess all powers of nonprofit corporations provided by law as well as all other powers necessary or convenient to carry out or advance the lawful purposes of the Association, including the power to own stock in or be a member of corporations similar to this Association in purpose and aim.

This Association is formed exclusively for nonprofit purposes contemplated in Sections 16-6-21 and 59-13-4, Utah Code Annotated, 1953. In addition to all the powers set forth in these Articles of Incorporation, this Association shall also have all the general powers set forth in Section 16-6-22, Utah Code Annotated, 1953, which are specifically incorporated by reference.

ARTICLE VI **MEMBERSHIP**

This Association is organized without capital stock. The Association shall have members, and participation in its affairs shall be by membership certificates. Persons eligible for membership in this Association shall be all the present and future owners of lots in GREEN HILL COUNTRY ESTATES, which lots are shown by the records in the office of the County Recorder of Weber County, State of Utah, or as evidenced by contracts of sale to such owners. Membership in this Association shall be evidenced by one (1) Class A membership certificate for each lot therein owned or being purchased under contract. Such membership shall be issued by the Association without cost to the person (or persons) who has acquired or is acquiring such a lot or lots. The ownership of one (1) Class A membership shall entitle the owner thereof to one (1) vote at all membership meetings on all matters coming before such meetings, but the vote is eligible only if such member has fully paid his monthly assessments, or has made satisfactory arrangements with the

Board of Trustees for payment thereof. Only one individual may represent a membership at membership meetings; such individual shall be determined either by agreement of any co-owners, or by operation of law.

The Developer of GREEN HILL COUNTRY ESTATES shall receive one (1) Class B membership certificate for each lot owned in GREEN HILL COUNTRY ESTATES. Each Class B membership shall be entitled to six (6) votes at all membership meetings.

All members in good standing shall be entitled to the use of all common roads, common facilities, and other services which may from time to time be provided by the Association for the benefit of members, subject to control of the Board of Trustees. In the absence of prompt payment of all dues and assessments, any member thus delinquent may be deprived of the use of common roads, common areas, common utilities, and other services and facilities provided by the Association to its members. The purchase of any lot covered by this Association evidences the purchaser's willingness to be a member of this Association and to abide by all the Declaration of Covenants, Conditions and Restrictions filed herewith, as well as any new provisions as may be added.

ARTICLE V NUMBER OF MEMBERSHIPS

The Association shall be empowered to issue one (1) membership certificate of either Class A or Class B for each lot in the development shown on the plat or plats recorded in the office of the County Recorder of Weber County, or such additional developments as are or become part of GREEN HILL COUNTRY ESTATES. Membership certificates may also be issued for any property owned by Green Hill Development Company, Inc. now or hereafter acquired in other developments not presently included in the master plan for GREEN HILL COUNTRY ESTATES, but only by vote of a majority of the members of this Association.

ARTICLE VI
TRANSFER OF MEMBERSHIP

Upon the sale or other transfer of any lots in GREEN HILL COUNTRY ESTATES, for which Class B membership certificates have been issued and are outstanding, the transferee of such lot shall receive from the transferor, without cost, the transferor's membership certificate in this Association, which shall be converted by the Association from a Class B membership certificate to an Class A membership certificate, together with all rights and privileges thereunto appertaining, provided, however, that such transfer of membership shall not relieve the transferor or transferee from any obligation to pay any and all unpaid dues or assessments. The Association, at its election, may refuse to transfer the membership to the transferee until such time as any delinquent assessments have been paid. If the Association elects to make the transfer, the transferee of said lot shall assume all obligations of the transferor which may have accrued to the date of transfer, including but not limited to delinquent assessments, before being entitled to exercise membership prerogatives or to receive services provided by the Association to its members.

In the event a former owner refuses to endorse or transfer his Certificate of Membership to a purchaser after he has transferred title to the property or has entered into an enforceable agreement to sell the property, or if a member's interest in the lot is terminated by operation of law, the secretary of this Association is authorized to execute and effect the transfer of said membership without incurring any liability upon receipt of a copy of documents supporting and justifying said transfer.

ARTICLE VII
BOARD OF TRUSTEES

The governing body of this Association shall be a Board of Trustees consisting of not less than three (3) or as many as the membership may determine from time to time.

The original trustees of this Association shall be as follows:

<u>Name</u>	<u>Address</u>
James Aland	670 North 1050 West Clearfield, Utah 84015
Harold Eborn	1892 North 300 West Sunset, Utah 84015
<u>Donald B. Spotten</u>	Star Route Box 188 Fillmore, Utah 84631

ARTICLE VIII

TERMS, OFFICERS AND TRUSTEES

The qualification and election of Trustees and Officers shall be as follows: Members of the Board of Trustees must be members in good standing of this Association; they shall be elected for terms of three (3) years each, such terms to be staggered among the Board members so that the terms of approximately one-third (1/3) of the Trustees shall expire in any one year; provided that the initial Board of Trustees shall consist of three (3) members, whose names and terms of office are indicated below:

<u>Name of Trustee</u>	<u>Term to Expires at Annual Meeting Held in Year</u>
James Aland	1984
Harold Eborn	1983
<u>Donald B. Spotten</u>	1982

The officers of said Association shall be elected by the Board of Trustees from among the membership of the Board of Trustees of the Association (except Secretary or Treasurer who may be, but need not be, Association members) at a meeting thereof following as closely as practicable the annual meeting

of the membership. Such officers shall serve for a period of one (1) year or until their successors are elected and qualify; provided that officers to serve until the Board Meeting immediately following the First Annual Meeting of the members of this Association shall be:

President:	Jim Aland
Vice President:	Donald B. Spotten
Secretary-Treasurer:	Harold Eborn

Members of the Board of Trustees may be removed at any time with or without cause, by a three-fourth vote at a meeting called with or without cause, by a vote of a majority of the Board of Trustees. Vacancies in the Board of Trustees may be filled by the Board of Trustees until such time as a new Trustee is elected by a majority of the members of the Association.

ARTICLE IX

DUTIES OF OFFICERS

The officers of this Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The same person may, in the discretion of the Board of Trustees, hold both the office of Secretary and that of Treasurer. It shall be the duty of the President to carry out the policies and directions of the Board of Trustees. It shall be the duty of the Vice Presidents to assist the President in the discharge of his duties and to act in the absence of the President. The President and Vice Presidents and any others appointed by them, shall constitute the "Architectural Control Committee." This committee's duties are outlined in the Declaration of Covenants, Conditions and Restrictions.. It shall be the duty of the Secretary to keep the minutes of the meeting of members and the Board and to send out all notices and to keep the general records of the Association; and that of the Treasurer to have custody of, and to maintain and safely and truly keep, the financial books, records, accounts and funds of the Association,

and to disburse said funds in accordance with the directions of the Board. All officers shall have such other or further duties as the said Board may direct.

ARTICLE X

ANNUAL AND SPECIAL MEETINGS

The annual meetings of the members of this Association shall be held at a time and place designated by the Board of Trustees with the first such annual meeting being held on the 2nd Tuesday of September, provided that the Board of Trustees shall give at least ten (10) days notice in advance to each member by mail of the time and place of said annual meeting. On similar notice, special meetings of the members may be called by the Chairman of the Board, the President, or by a majority of the Trustees.

The Trustees shall meet at such times and places as may be necessary to transact the business of the Association upon the call of the Chairman of the Board, the President, or a majority of the Trustees.

ARTICLE XI

ASSESSMENTS

For the purpose of providing and maintaining facilities and services of the various kinds contemplated in these Articles and in the Declaration of Covenants, Conditions and Restrictions for the benefit of the members of the Association, the Trustees of this Association at duly called Trustee meetings shall have the power to levy assessments upon the membership of this Association, from time to time, which when delinquent, shall become a lien upon the lot owned by the member in GREEN HILL COUNTRY ESTATES. The amount of the assessments is set forth in Article V of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE XII
NOTICE OF ASSESSMENTS

Notice of Assessments shall be given by the Secretary to each member by mail at least seven (7) days in advance of the due date. Upon failure of any member to pay assessments after receiving notice thereof, said members shall be given written notice by mail of proposed termination of his membership for non-payment at least two months in advance of termination and an opportunity shall be afforded to the member to be heard by the Board of Trustees either in person or by his representative or in writing. Unless good cause is shown prior to such termination of membership or unless full payment of all assessments with interest and costs have been paid by the member, such membership may be thereafter terminated by the Board of Trustees by written notice and a suit may be commenced by the Trustees to collect the amount owing plus court costs and reasonable attorney's fees, or at the election of the Board of Trustees, a suit may be instituted on behalf of the Association by the Board of Trustees to foreclose a lien upon the real property of the defaulting member in GREEN HILL COUNTRY ESTATES, which foreclosure proceedings shall be in the same manner as is provided for the foreclosure of a Trust Deed or mortgage upon real property by the laws of the State of Utah at the date of commencement of such foreclosure action. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments that shall have been established by the Association.

Each and every assessment and lien, together with any costs, penalties or interest, established by the Association shall be subordinate to any valid, bona fide first mortgage or first deed of trust (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any owner.

ARTICLE XIII
TREASURER'S BOND

The Treasurer may be bonded in such amounts as the Board of Trustees may determined, said bond to be paid for by the Association and conditioned on the faithful performance of his duties and accounting for any monies of the Association.

ARTICLE XIV
BY-LAWS

The Board of Trustees shall have the power to make, amend and repeal By-Laws to govern the Association provided they are in accordance with and do not conflict with these Articles of Incorporation and provided further that the members may have the right to enact By-Laws specifying that such By-Law may not be amended or repealed by the Board of Directors.

ARTICLE XV
QUORUM

The members present at any duly called membership meeting shall constitute a quorum with authority to exercise full membership prerogatives. A majority of the Trustees shall constitute a quorum of the Board. All powers of the Trustees shall be exercised only in duly constituted meetings of the Board, except that a resolution in writing signed by all the Trustees shall have the same force and effect as if said resolutions were fully adopted by the Board at a regularly called meeting of the Board of Trustees.

ARTICLE XVI
MAILING ADDRESS

For the purpose of notice, the last address furnished the Secretary of the Association by a member and as shown on its records, shall be presumed to be the correct mailing address of such member, and notice mailed postage prepaid to such address shall be deemed due and legal notice.

The initial registered address will be 1842 North 300 West Summit Utah 84015. The initial registered agent at such address is Harold Eborn.

ARTICLE XVII
AMENDMENTS

These Articles of Incorporation may be amended by a majority vote of all members at any regular or special meeting of the membership; provided that each member shall have been given notice by mail of the proposed amendment at least ten (10) days prior to the said meeting.

EH 3077086 PG 32 OF 45

ARTICLE XVIII
TAX LIABILITY OF THE ASSOCIATION

The Association is liable for general property taxes on all common areas and for taxes, if any, on any of the Association's facilities. Monies collected from monthly assessments shall be used to pay these taxes.

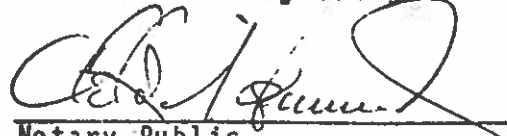
Signed by the Incorporators this 13 day of January 1982.

James Aland
JAMES ALAND

Harold Eborn
HAROLD EBORN

On the 13th day of January, 1982, personally appeared before me, JAMES ALAND, HAROLD EBORN, and _____ and duly acknowledged to me that they are the signers of the foregoing Articles of Incorporation, as Incorporating Trustees, and that they executed the same.

WITNESS my hand and official seal the day and year first
above written.


Notary Public

My Commission Expires: 1-30-83.
Residing at: KAYSVILLE, UTAH.

W5JR

EXHIBIT "D"

copy
EH 3077086 PG 34 OF 45

BYLAWS OF

GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION **TABLE OF CONTENTS**

ARTICLE I.	OFFICE	3
ARTICLE II.	MEMBERS MEETING	
	Section 1. Annual Meetings	3
	Section 2. Special Meetings	3
	Section 3. Notice of Members Meetings	3
	Section 4. Place of Meeting	4
	Section 5. Record Date	4
	Section 6. Quorum	4
	Section 7. Voting	4
	Section 8. Proxies	4
	Section 9. Informal Action by Members.....	4
ARTICLE III.	BOARD OF TRUSTEES	
	Section 1. General Powers	5
	Section 2. Number, Tenure and Qualifications.	5
	Section 3. Regular Meetings	5
	Section 4. Special Meetings	5
	Section 5. Quorum	5
	Section 6. Manner of Acting	5
	Section 7. Vacancies	5
	Section 8. Removals	5
	Section 9. Resignation	6
	Section 10. Presumption of Assent	6
	Section 11. Emergency Power	6
	Section 12. Chairman	6
ARTICLE IV.	OFFICERS	
	Section 1. Number	6
	Section 2. Election and Term of Office	7
	Section 3. Resignations	7
	Section 4. Removal	7
	Section 5. Vacancies	7
	Section 6. President	7
	Section 7. Vice-President	8
	Section 8. Secretary	8
	Section 9. Treasurer	8
	Section 10. Other Officers	8
	Section 11. Surety Bonds	8
ARTICLE V.	COMMITTEES	
	Section 1. Other Committees	9

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1.	Contracts	9
Section 2.	Loans	9
Section 3.	Deposits	9
Section 4.	Checks and Drafts	9
Section 5.	Bonds and Debentures	10

ARTICLE VII. INDEMNIFICATION

Section 1.	Indemnification	10
Section 2.	Other Indemnification	11
Section 3.	Settlement by Corporation	11

ARTICLE VIII. WAIVER OF NOTICE

11

ARTICLE IX. AMENDMENTS

11

ARTICLE X. FISCAL YEAR

11

ARTICLE XI. DIVIDENDS

12

BYLAWS

OF

GREEN HILL COUNTRY ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I

MAILING ADDRESS

The address of the Corporation is P.O. Box 372, Huntsville, UT 84317

ARTICLE II

MEMBERS MEETINGS

Section 1. Annual Meetings. The annual meeting of the Members of the Corporation shall be held at such place within or without the State of Utah as shall be set forth in compliance with these Bylaws. The meeting shall be held on the second Tuesday of September of each year, at 7:00 p.m. If such day is a legal holiday, the meeting shall be on the next business day. This meeting shall be for the election of Trustees and for the transaction of such other business as may properly come before it.

Section 2. Special Meetings. Special meetings of Members, other than those regulated by statute, may be called at any time by the President, or a majority of the Trustees, and must be called by the President upon written request of the holders of twenty-five (25%) percent of the members entitled to vote at such special meeting. Written notice of such meeting stating the place, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given. The notice shall be given to each member of record in the same manner as notice of the annual meeting. No business other than that specified in the notice of the meeting shall be transacted at any such special meeting.

Section 3. Notice of Members Meetings. The Secretary shall give written notice stating the place, day, and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, which shall be delivered not less than ten nor more than thirty days before the date of the meeting, either personally or by mail to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the books of the Corporation, with postage thereon prepaid.

Section 4. Place of Meeting. The Board of Trustees shall designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for the holding of such meeting.

Section 5. Record Date. The Board of Trustees may fix a date not less than ten nor more than thirty days prior to any meeting as the record date for the purpose of determining Members entitled to notice of and to vote at such meetings of the Members. The transfer books may be closed by the Board of Trustees for a stated period not to exceed thirty days for the purpose of determining Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other purpose.

Section 6. Quorum. The members present at any duly called meeting of the members of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members except where the purpose of such meeting is to vote on a change in the maximum monthly assessment or any change to the Covenants, Conditions, and Restrictions (CC&R) of Green Hill Country Estates. Refer to CC&Rs for quorum definitions.

Section 7. Voting. The owners of each lot in Green Hill Country Estates shall be entitled to one vote for each lot owned, and may vote at such meeting in person or by proxy. Except as herein or in the Articles of Incorporation otherwise provided, all corporate action shall be determined by no less than **fifty-one** percent (51%) of the votes cast at the meeting of Members by the holders of membership certificates entitled to vote thereon.

Section 8. Proxies. At all meetings of Members, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. Informal Action by Members. Any action required to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to a vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Section 2. Number, Tenure, and Oualifications. The number of Trustees of the Corporation shall be at least three and as many as the membership may determine from time to time. Each Trustee shall hold office until his successor shall have been elected and qualified. Trustees must be Members of the corporation.

Section 3. Regular Meetings. A regular meeting of the Board of Trustees shall be held without other notice than by this Bylaw, immediately following after and at the same place as the annual meeting of Members. The Board of Trustees may provide by resolution, the time and place for the holding of additional regular meetings without other notice than this resolution.

Section 4. Special Meetings. Special meetings of the Board of Trustees may be called to order by the chairman of the Board, the President, or by one-third of the Trustees. The Secretary shall give notice of the time, place and purpose or purposes of each special meeting by mailing the same at least two days before the meeting or by telephoning the same at least one day before the meeting to each Trustee.

Section 5. Ouorum. A majority of the members of the Board of Trustees shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every Trustee shall be present, even though without any notice, any business may be transacted.

Section 6. Manner of Acting. At all meetings of the Board of Trustees, each Trustee shall have one vote. The act of a majority present at a meeting shall be the act of the Board of Trustees, provided a quorum is present.

Section 7. Vacancies. A vacancy in the Board of Trustees shall be deemed to exist in case of death, resignation, or removal of any Trustee.

Section 8. Removals. Trustees may be removed at any time by a vote of the Members holding seventy-five (75%) percent of the members entitled to vote. Such vacancy shall be filled by the

Trustees then in office, though less than a quorum, to hold office until the next annual meeting or until a successor is duly elected and qualified, except that any trusteeship to be filled by reason of removal by the Members may be filled by election by the Members at the meeting at which the Trustee is removed. No reduction of the authorized number of Trustees shall have the effect of removing any Trustee prior to the expiration of his term of office.

Section 9. Resignation. A Trustee may resign at any time by delivering written notification thereof to the President or Secretary of the Corporation. Resignation shall become effective upon its acceptance by the Board of Trustees; provided, however, that if the Board of Trustees has not acted thereon within ten days from the date of its delivery, the resignation shall upon the tenth day be deemed accepted.

Section 10. Presumption of Assent. A Trustee of the Corporation who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

Section 11. Emergency Power. When, due to a national disaster or death, a majority of the Trustees are incapacitated or otherwise unable to attend the meetings and function as Trustees, the remaining members of the Board of Trustees shall have all the powers necessary to function as a complete Board, and for the purpose of doing business and filling vacancies shall constitute a quorum, until such time as all Trustees can attend or vacancies can be filled pursuant to these Bylaws.

Section 12. Chairman. The Board of Trustees may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Trustees, and shall perform such other duties as may be prescribed from time to time by the Board of Trustees.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by a majority of the Board of Trustees. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of

Trustees. In its discretion, the Board of Trustees may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person, except the offices of President and Secretary. All Officers must be Trustees or Members of the Corporation, except the Secretary and/or Treasurer need not be a Trustee or Member.

Section 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Trustees shall be elected annually by the Board of Trustees at the first meeting of the Board of Trustees held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner herein after provided.

Section 3. Resignations. Any officers may resign at any time by delivering a written resignation either to the President or to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4. Removal. Any officer or agent may be removed by the Board of Trustees whenever in its judgement the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any such removal shall require a majority vote of the Board of Trustees, exclusive of the officer in question if he is also a Trustee.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, or if a new office shall be created, such vacancy may be filled by the Board of Trustees for the unexpired portion of the term.

Section 6. President. The President shall be the chief executive and administrative officer of the company. He shall preside at all meetings of the members and at meetings of the Board of Trustees. He shall exercise such duties as customarily pertain to the office of President and shall have general and active supervision over the property, business, and affairs of the company and over its several officers. He may not sign, execute and deliver in the name of the company powers of attorney, contracts, bonds and other obligations without the approval of the Board. And he shall perform such other duties as may be prescribed from time to time by the Board of Trustees or by the Bylaws.

Section 7. Vice President. The Vice President shall have such powers and perform such duties as may be assigned to him by the Board of Trustees or the President. In the absence or disability of the President, the Vice President designated by the Board or the President shall perform the duties and exercise the powers of the President. A Vice President may sign and execute contracts and other obligations pertaining to the regular course of his duties as approved by the Board of Trustees.

Section 8. Secretary. The Secretary shall, subject to the direction of a designated Vice President, keep the minutes of all meetings of the members and of the Board of Trustees and, to the extent ordered by the Board of Trustees or the president, the minutes of meetings of all committees. He shall have custody of the corporate seal and general charge of the records, documents and papers of the company not pertaining to the performance of the duties vested in other officers, which shall at all reasonable times be open to the examination of any Trustee. He may sign or execute contracts with the President or Vice President thereunto authorized in the name of the company and affix the seal of the company thereto. He shall perform such other duties as may be prescribed from time to time by the Board of Trustees or by the Bylaws. Assistant Secretaries shall assist the Secretary and shall keep and record such minutes of meetings as shall be directed by the Board of Trustees.

Section 9. Treasurer. The Treasurer shall, subject to the direction of the Board of Trustees, have general custody of the collection and disbursement of funds of the company. He shall endorse on behalf of the company for collection checks, notes, and other obligations, and shall deposit the same to the credit of the company in such bank or banks or depositories as the Board of Trustees may designate. He may sign, with the President or such other persons as may be designated for that purpose by the Board of Trustees, all bills of exchange or promissory notes of the company. He shall enter or cause to be entered regularly in the books of the company full and accurate account of all monies received and paid by him on account of the company; shall at all reasonable times exhibit his books and accounts to any Trustee of the company upon application at the office of the company during business hours; and, whenever required by the Board of Trustees or the President, shall render a statement of his accounts. He shall perform such other duties as may be prescribed from time to time by the Board of Trustees or by the Bylaws.

Section 10. Other Officers. Other Officers shall perform such duties and have such powers as may be assigned to them by the Board of Trustees.

Section 11. Surety Bonds. In case the Board of Trustees shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sums and with such surety

or sureties as the Board of Trustees may direct, conditioned upon the faithful performances of his duties to the corporation, including responsibility for negligence and for the accounting for all property, monies or securities of the corporation which may come into his hands.

ARTICLE V

COMMITTEES

Section 1. Other Committees. The Board of Trustees may also appoint from among its own members such other committees as the Board of Trustees may determine, which shall in each case consist of at least one Trustee, and which shall have such powers and duties as shall from time to time be prescribed by the Board. The President shall be a member ex officio of each committee appointed by the Board of Trustees. A majority of the members of any committee may fix its rules of procedure.

ARTICLE VI

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loan or advances shall be contracted on behalf of the corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the corporation shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness or liability of the corporation unless and except as authorized by the Board of Trustees. Any such authorization may be general or confined to specific instances.

Section 3. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Trustees may select, or as may be selected by any officer or agent authorized to do so by the Board of Trustees.

Section 4. Checks and Drafts. All notes, drafts, acceptances, checks, endorsements and evidences of indebtedness of the corporation shall be signed by such officer or officers of the

corporation and in such manner as the Board of Trustees from time to time may determine.

Section 5. Bonds and Debentures. Every bond or debenture issued by the corporation shall be evidenced by an appropriate instrument which shall be signed by the President or Vice President and by the Treasurer or by the Secretary, and sealed with the seal of the corporation. The seal may be facsimiled, engraved or printed. Where such bond or debenture is authenticated with the manual signature of an authorized officer of the corporation or the trustee designated by the indenture of trust or other agreement under which such security is issued, the signature of any of the corporation's officers named thereon may be facsimile. In case any officer who signed, or whose facsimile signature has been used on any such bond or debenture, shall cease to be an officer of the corporation for any reason before the same has been delivered by the corporation, such bond or debenture may nevertheless be adopted by the corporation and issued and delivered as though the person who signed it or whose facsimile signature has been used thereon had not ceased to be such officer.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification. No officer or Trustee shall be personally liable for any obligation of the corporation or for any duties or obligations arising out of any acts or conducts of said officer or Trustee performed for or on behalf of the corporation. The corporation shall and does hereby indemnify and hold harmless each person and his heirs and administrators who shall serve any time hereafter as a Trustee or officer of the corporation from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of his having heretofore or hereafter been a Trustee or officer of the corporation, or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Trustee or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability, as provided for under the provisions of the Utah Corporation Act under which this corporation was formed; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may lawfully be entitled, nor shall anything herein contained restrict the right of the corporation to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The corporation, its trustees, officer, employees and agents shall be

fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

Section 2. Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or disinterested trustees, or otherwise both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer or employee, and shall insure to the benefit of the heirs, executors and administrators of such person.

Section 3. Settlement by Corporation. The right of any person to be indemnified shall be subject always to the right of the corporation by its Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the corporation by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice is required to be given to any member or Trustee of the corporation under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Utah Corporation Act under which this corporation was formed, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of such meetings, except where attendance is for the express purpose of objecting to the legality of that meeting.

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended, repealed, or new Bylaws adopted by a majority of the entire Board of Trustees at any regular or special meeting. Any Bylaw adopted by the Board may be repealed or changed by action of the Members.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall be fixed and may be varied by resolution of the Board of Trustees.

Copy
[Signature]

ARTICLE XI

DIVIDENDS

The Board of Trustees may not declare dividends payable out of the surplus of the corporation.

ADOPTED this 25 day of Feb, 1996.

BOARD OF Trustees OF
GREEN HILL COUNTRY ESTATES
HOMEOWNERS ASSOCIATION

[Signature]

President

[Signature]

Vice President

Vice President

[Signature]

Vice President

[Signature]

Treasurer

Green Hills Homeowners Association

POLICY RESOLUTION NUMBER 2017-01

Relating to Mobile Manufactured Homes

Whereas the Articles of Incorporation state that the activities, property and affairs of the Association shall be managed by a Board of Directors:

Article III

Purposes

"The purpose for which the Association is organized, in general, shall be to represent and promote the welfare of the residents of Green Hill Country Estates. . . . For these purposes, the Association shall have and possess all powers of nonprofit corporations provided by law as well as all other powers necessary or convenient to carry out or advance the lawful purposes of the association, . . . "

Article VII

Board of Trustees

The governing body of the Association shall be a Board of Trustees consisting of not less than three (3) or as many as the membership may determine from time to time.

Article IX

Duties of Officers

". . . The President and Vice Presidents and any others appointed by them, shall constitute the "Architectural Control Committee." This committee's duties are outlined in the Declaration of Covenants, Conditions and Restrictions. . . ."

Whereas the Bylaws of the Association give general powers to the Board of Trustees:

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Whereas the Declaration of Covenants, Conditions and Restrictions define the purpose of the DCCRs and authority of the Association:

I. GENERAL PURPOSES

The real property described in Exhibit "A" and Exhibit "B" attached hereto, both private and common, is subject to the conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of the lots against such improper use of surrounding lots as will depreciate the value of their property. . . to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property . . . in general provide adequately for a high type and quality of

improvements in said property, thereby to enhance the values of investments made by purchasers of lots therein.

XI.2. RULES AND REGULATIONS.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

Whereas, there is a need to clarify Article VIII.3. LAND USE AND BUILDING TYPE of the Declaration of Covenants, Conditions and Restrictions ("Declaration"), which is subject to different interpretations; and

Whereas, it is the intent that this interpretation of Article VIII.3. LAND USE AND BUILDING TYPE of the Declaration and the development of specific rules regarding this document provision remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following are the guidelines pertaining to the restriction on Mobile Manufactured Homes:

No Mobile Manufactured Homes shall be placed on any lot.

"Mobile manufactured home" means a detached residential unit having three-dimensional components which are intrinsically mobile with or without a wheeled chassis or a detached residential unit built on or after June 15, 1976, in accordance with federal manufactured home construction and safety standards, and, in either case, containing sleeping accommodations, a flush toilet, tub or shower bath, kitchen facilities and plumbing and electrical connections for attachment to outside systems, and designed for long-term occupancy and to be placed on rigid supports or a foundation at the site where it is to be occupied as a residence, complete and ready for occupancy, except for minor and incidental unpacking and assembly operations and connection to utilities systems.

Green Hills Homeowners Association

RESOLUTION ACTION RECORD

Resolution Type: CCR Clarification

Number: 2017-01

Pertaining to: Mobile Manufactured Homes

Duly adopted at a meeting of the Board of Directors held: 02 Oct 2017

Motion by: Brian See

Seconded by: James Taylor

	Vote = Yes	Vote = No	Abstain	Absent
Brad Johnson President	X			
James Taylor Vice President	X JT			
Sam Clark Treasurer	X SC			
Brian See Secretary	X BIS			
Sara Vigh Board Members	X SV			

Attest:

Brian See (Secretary)



02 Oct 2017

Resolution Effective Date: 02 Oct 2017

Green Hills Homeowners Association

POLICY RESOLUTION NUMBER 2018-01

Relating to Ban on Fireworks

Whereas the Articles of Incorporation state that the activities, property and affairs of the Association shall be managed by a Board of Directors:

Article III

Purposes

"The purpose for which the Association is organized, in general, shall be to represent and promote the welfare of the residents of Green Hill Country Estates. . . . For these purposes, the Association shall have and possess all powers of nonprofit corporations provided by law as well as all other powers necessary or convenient to carry out or advance the lawful purposes of the association, . . . "

Article VII

Board of Trustees

The governing body of the Association shall be a Board of Trustees consisting of not less than three (3) or as many as the membership may determine from time to time.

Article IX

Duties of Officers

". . . The President and Vice Presidents and any others appointed by them, shall constitute the "Architectural Control Committee." This committee's duties are outlined in the Declaration of Covenants, Conditions and Restrictions. . . ."

Whereas the Bylaws of the Association give general powers to the Board of Trustees:

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Whereas the Declaration of Covenants, Conditions and Restrictions define the purpose of the DCCRs and authority of the Association:

I. GENERAL PURPOSES

The real property described in Exhibit "A" and Exhibit "B" attached hereto, both private and common, is subject to the conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of the lots against such improper use of surrounding lots as will depreciate the value of their property. . . to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property . . . in general provide adequately for a high type and quality of

improvements in said property, thereby to enhance the values of investments made by purchasers of lots therein.

XI.2. RULES AND REGULATIONS.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

VII.1.f. NO HAZARDOUS ACTIVITIES.

No activities shall be conducted on any common property and no improvements constructed on any common property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires nor incinerators shall be lighted or permitted on any common property. Permits for hunting shall be obtained from the association.

VII.2.i. NO HAZARDOUS ACTIVITIES.

No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property. All open fires will comply with Weber County Fire ordinances. No garbage dump sites or pollutants of any kind shall be allowed on any lot.

Whereas, Green Hills HOA is located in a rural area subject to extreme fire danger in the summer months, it is the desire of the Members of the HOA to protect their individual and joint property by restricting the discharge of fireworks.

Whereas, it is the intent that this Resolution concerning fireworks remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following are the guidelines pertaining to the restriction on Fireworks:

No Fireworks of any type shall be discharged on any lot or common property from 01 May to 30 September.

Green Hills Homeowners Association

RESOLUTION ACTION RECORD

Resolution Type: Policy

Number: 2018-01


Pertaining to: Fireworks

Duly adopted at a meeting of the Board of Directors held: 08 Oct 2018

Motion by: Brian See

Seconded by: Sam Clark

	Vote = Yes	Vote = No	Abstain	Absent
Brad Johnson President	X			
James Taylor Vice President	X			
Sam Clark Treasurer	X			
Brian See Secretary	X			
Sara Vigh Board Member	X			

Attest: 
Brian See (Secretary)

08 Oct 2018

Resolution Effective Date: 08 Oct 2018

Green Hills Homeowners Association

POLICY RESOLUTION NUMBER 2019-01

Relating to Contractor Liability Insurance

Whereas the Articles of Incorporation state that the activities, property and affairs of the Association shall be managed by a Board of Directors:

Article III

Purposes

"The purpose for which the Association is organized, in general, shall be to represent and promote the welfare of the residents of Green Hill Country Estates. . . . For these purposes, the Association shall have and possess all powers of nonprofit corporations provided by law as well as all other powers necessary or convenient to carry out or advance the lawful purposes of the association, . . . "

Article VII

Board of Trustees

The governing body of the Association shall be a Board of Trustees consisting of not less than three (3) or as many as the membership may determine from time to time.

Article IX

Duties of Officers

". . . The President and Vice Presidents and any others appointed by them, shall constitute the "Architectural Control Committee." This committee's duties are outlined in the Declaration of Covenants, Conditions and Restrictions. . . ."

Whereas the Bylaws of the Association give general powers to the Board of Trustees:

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Whereas the Declaration of Covenants, Conditions and Restrictions define the purpose of the DCCRs and authority of the Association:

I. GENERAL PURPOSES

The real property described in Exhibit "A" and Exhibit "B" attached hereto, both private and common, is subject to the conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of the lots against such improper use of surrounding lots as will depreciate the value of their property. . . to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property . . . in general provide adequately for a high type and quality of

improvements in said property, thereby to enhance the values of investments made by purchasers of lots therein.

XI.2. RULES AND REGULATIONS.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

Whereas, there is a need for a policy governing the requirements for liability insurance for contractors hired by the HOA.

NOW, THEREFORE, BE IT RESOLVED that the following are the requirements pertaining to liability insurance requirements for contractors hired by the HOA:

All contractors and subcontractors will agree, per written agreement, to all required insurance and indemnification clauses, included but not limited to, workers compensation insurance, commercial general liability insurance amounts not less than \$500,000 per incident and \$1,000,000 annual aggregate, automobile insurance, waiver of subrogation, and indemnification clauses. Contractors and subcontractors shall add Green Hills HOA as an additional insured party on all required insurance policies. Contractors shall require all subcontractors to agree to these provisions in writing. The HOA will not pay for any subcontractor expenses until the subcontractor has agreed and executed an agreement agreeing to all required insurance and indemnification clauses.

Green Hills Homeowners Association

RESOLUTION ACTION RECORD

Resolution Type: Policy

Number: 2019-01

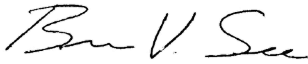
Pertaining to: Contractor Liability Insurance

Duly adopted at a meeting of the Board of Directors held: 20 February 2019

Motion by: Brian See

Seconded by: James Taylor

	Vote = Yes	Vote = No	Abstain	Absent
Brad Johnson President	X			
James Taylor Vice President	X			
Sam Clark Treasurer	X			
Brian See Secretary	X			
Sara Vigh Board Members	X			

Attest: 

Brian See (Secretary)

20 February 2019

Resolution Effective Date: 20 February 2019

Green Hills Homeowners Association

POLICY RESOLUTION NUMBER 2019-02

Relating to Temporary Residence on an Unimproved Lot

Whereas the Articles of Incorporation state that the activities, property and affairs of the Association shall be managed by a Board of Directors:

Article III

Purposes

"The purpose for which the Association is organized, in general, shall be to represent and promote the welfare of the residents of Green Hill Country Estates. . . . For these purposes, the Association shall have and possess all powers of nonprofit corporations provided by law as well as all other powers necessary or convenient to carry out or advance the lawful purposes of the association, . . . "

Article VII

Board of Trustees

The governing body of the Association shall be a Board of Trustees consisting of not less than three (3) or as many as the membership may determine from time to time.

Article IX

Duties of Officers

". . . The President and Vice Presidents and any others appointed by them, shall constitute the "Architectural Control Committee." This committee's duties are outlined in the Declaration of Covenants, Conditions and Restrictions. . . ."

Whereas the Bylaws of the Association give general powers to the Board of Trustees:

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Whereas the Declaration of Covenants, Conditions and Restrictions define the purpose of the DCCRs and authority of the Association:

I. GENERAL PURPOSES

The real property described in Exhibit "A" and Exhibit "B" attached hereto, both private and common, is subject to the conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of the lots against such improper use of surrounding lots as will depreciate the value of their property. . . to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property . . . in general provide adequately for a high type and quality of

improvements in said property, thereby to enhance the values of investments made by purchasers of lots therein.

XI.2. RULES AND REGULATIONS.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

Whereas the DCCRs state (underlining added for emphasis):

VII.2. USE OF LOTS AND LIVING UNITS.

All lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No lot or Living Unit shall be used, occupied, or altered in violation of law, so as to do any of the following: 1) jeopardize the support of any other Living Unit, 2) create a nuisance, or 3) interfere with the right of any Owner, 4) anything which would result in an increase in the cost of any insurance covering the Common Areas, 5) increase use beyond one (1) single family unit per lot, or (6) in violation of the recommendation of the Geotechnical report.

VII.2.e. OUTBUILDINGS.

It is understood that guest facilities, storage sheds, tack rooms, and other types of rural buildings, except outhouses, may be constructed on the property so long as they are approved by the Architectural Control Committee and constitute a harmonious development of properties. No unfinished basement, shack, garage, barn, or other out-building (except the guest facility) shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for residence. No old or secondhand structures shall be moved on any of the said lots, it being the intention hereof that all dwellings and other buildings be erected on said lots, or within said subdivision, shall be new construction of good quality, workmanship and materials.

VIII.3. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building shall be erected, altered placed or permitted on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than four (4) cars. Attached carports are prohibited. "Family" is defined to mean persons related by blood, or marriage, by legal adoption, or by operation of current law.

Whereas, there is a need to clarify the use of unimproved lots for temporary residence and harmonize the above requirements of the Declaration of Covenants, Conditions and Restrictions ("Declaration"), which is subject to different interpretations; and

Whereas, it is the intent that this Resolution concerning the use of unimproved lots for temporary residence remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following are the guidelines pertaining to the use of unimproved lots for temporary residence, including overnight and short stays:
No temporary residence, including overnight and short stays, shall be permitted on any unimproved lot or lot under construction.

Green Hills Homeowners Association

RESOLUTION ACTION RECORD

Resolution Type: CCR Clarification

Number: 2019-02

Pertaining to: Temporary Residence on an Unimproved Lot

Duly adopted by the Board of Directors via email discussion and vote: 23 May 2019

Motion by: Brian See

Seconded by: James Taylor

	Vote = Yes	Vote = No	Abstain	Absent
Brad Johnson President	X			
James Taylor Vice President	X			
Sam Clark Treasurer	X			
Brian See Secretary	X			
Sara Vigh Board Members		X		

Attest: 

Brian See (Secretary) 23 May 2019

Resolution Effective Date: 23 May 2019

Green Hills Homeowners Association

POLICY RESOLUTION NUMBER 2019-03

Relating to Document Retention and Destruction

Whereas the Articles of Incorporation state that the activities, property and affairs of the Association shall be managed by a Board of Directors:

Article III

Purposes

"The purpose for which the Association is organized, in general, shall be to represent and promote the welfare of the residents of Green Hill Country Estates. . . . For these purposes, the Association shall have and possess all powers of nonprofit corporations provided by law as well as all other powers necessary or convenient to carry out or advance the lawful purposes of the association, . . . "

Article VII

Board of Trustees

The governing body of the Association shall be a Board of Trustees consisting of not less than three (3) or as many as the membership may determine from time to time.

Whereas the Bylaws of the Association give general powers to the Board of Trustees:

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Whereas the Declaration of Covenants, Conditions and Restrictions define the purpose of the DCCRs and authority of the Association:

I. GENERAL PURPOSES

The real property described in Exhibit "A" and Exhibit "B" attached hereto, both private and common, is subject to the conditions, restrictions, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of the lots against such improper use of surrounding lots as will depreciate the value of their property. . . to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property . . . in general provide adequately for a high type and quality of improvements in said property, thereby to enhance the values of investments made by purchasers of lots therein.

XI.2. RULES AND REGULATIONS.

The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the property is maintained and used in a manner consistent with the interest of the Owners.

Whereas, Green Hills Home Owners Association (HOA) is a not-for-profit entity and maintains documents and records, including emails, in the normal course of business, but it is not always

clear how long those records should be preserved. There is a need for a policy governing the requirements for Document Retention and Destruction that identifies the record retention responsibilities of members of the board of directors, committee members, volunteers, staff and outsiders for maintaining and documenting the storage and destruction of the organization's documents and records.

NOW, THEREFORE, BE IT RESOLVED that the following are the requirements pertaining to Document Retention and Destruction:

The organization's members of the board of directors, committee members, volunteers, staff and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a.* Paper or electronic documents indicated under the terms for retention in the following section will be transferred and maintained by the HOA Secretary.
- b.* All other paper documents will be destroyed after three years;
- c.* All other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year;
- d.* No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with legal counsel for any current or foreseen litigation); and
- e.* No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).

Record Retention. The following table, adapted from the National Council of Nonprofits and Utah State code for nonprofit corporations (16-6a-1601. Corporate records), indicates the minimum requirements in determining the HOA document retention policy. Federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

Duration	Item
A. Permanent	1. Governing Documents <ul style="list-style-type: none">• Articles of Incorporation

	<ul style="list-style-type: none"> • Bylaws • CC&Rs • Resolutions / Policies / Rules • Parcel Map
	2. Minutes <ul style="list-style-type: none"> • Board and membership meetings. • Committees with decision-making authority.
	3. Deeds to Property Owned by the Association
	4. Architectural Plans for the common areas.
B. Seven Years. To ensure that all statutes of limitations have passed, the following records should be kept for seven years before disposing of them.	1. Financial Records <ul style="list-style-type: none"> • budgets • general ledgers, journals and charts of account • year-end financial statements • accounts payable • accounts receivable ledgers, trial balances and billing records • canceled checks and bank statements • expense analysis and expense distribution schedules • invoices from vendors • deposit slips • reconciliations • petty cash vouchers • purchase orders
	2. Tax Returns
	3. Expired Contracts
	4. Insurance Records <ul style="list-style-type: none"> • certificates of insurance • accident reports • settled claims • expired policies • fidelity bonds
	5. General Correspondence
	6. Closed Litigation Files
	7. Expired Warranties
	8. Newsletters
	9. Owner architectural submittals.
	10. Personnel Records. Employers are obligated to keep employee records at least 3 years following the date of termination/separation. Employers can keep them for a longer period, but 3 years is the minimum. Personnel records must be kept indefinitely as long as someone remains an employee.
C. Three Years	1. Correspondence (General) 2. Correspondence (with customers and vendors)

C. One Year.	Ballots must be stored by in a secure place for no less than one year after the date of the election.
--------------	---

Implementation. The HOA shall make reasonable efforts to capture existing documents in accordance with this policy but shall not be liable for non-compliances for documents prior to the implementation of this policy.

Secure Destruction. Whenever the HOA disposes of records, it must ensure that the records are completely destroyed, preferably by shredding or incineration. Simply throwing them into the trash can result in potential liability if confidential records end up in the wrong hands.

Litigation Hold. Records should not be destroyed if the association has notice of or reasonably believes it will be involved in a lawsuit. Based on various California cases, the destruction of records could result in sanctions as summarized below:

Unless justified by the responsible party, the intentional or negligent destruction, concealment, alteration or failure to preserve documents, data, information, or other evidence, reasonably known, at the time when it is eliminated, to be relevant to the issues or subject matter of reasonably knowable, pending or probable litigation, shall be subject to appropriate sanctions imposed in the pending action against a party if and to the extent such elimination of potential evidence is a reasonably certain cause of the substantial impairment of or significant prejudice to the ability to prove or disprove an element of the cause of action or defense.

Intentional, grossly negligent or other culpable conduct, done for the purpose of destroying or preventing the use of evidence or without reasonable concern for preserving evidence, and proximately causing the destruction or unavailability of relevant evidence in known pending or reasonably imminent litigation, may result in exemplary or punitive sanctions in order to adequately compensate the victim of such conduct or to deter future culpable conduct.

Green Hills Homeowners Association

RESOLUTION ACTION RECORD

Resolution Type: Policy

Number: 2019-03

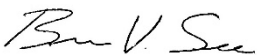
Pertaining to: Document Retention and Destruction

Duly adopted at a meeting of the Board of Directors held: 03 June 2019

Motion by: Brian See

Seconded by: James Taylor

	Vote = Yes	Vote = No	Abstain	Absent
Brad Johnson President	X			
James Taylor Vice President	X			
Sam Clark Treasurer				X
Brian See Secretary	X			
Sara Vigh Board Members	X			

Attest: 

Brian See (Secretary)

03 June 2019

Resolution Effective Date: 03 June 2019