
**SECON DAMENDMENT TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GREENERHILLS HOMEOWNERS ASSOCIATION, INCORPORATED
WASATCH COUNTY, UTAH**

THIS SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GREENERHILLS HOMEOWNERS ASSOCIATION, INCORPORATED (“Amendment”) is made by the Greenerhills Homeowners Association, Inc., a Utah nonprofit corporation (“Greenerhills”). This Amendment shall be effective as of the date of its recordation in the Wasatch County Records.

RECITALS

A. The Greenerhills Project (hereinafter, the “Project”) was originally made subject to the “Covenants, Conditions and Restrictions for the Greenerhills Subdivision” recorded with the Wasatch County Recorder on September 7, 2000 as Entry No. 227029 (“Initial Declaration”).

B. The Initial Declaration was replaced, superseded, and amended by the “Amended Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision”, recorded with the Wasatch County Recorder on October 12, 2007 as Entry No. 327238.

C. The Declaration was next amended and supplemented by the “Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision”, recorded with the Wasatch County Recorder on February 8, 2016 as Entry No. 420909 (“Declaration”).

D. The Declaration was next amended and supplemented by the “First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Greenerhills Subdivision”, recorded with the Wasatch County Recorder on December 28, 2017 as Entry No. 446864.

E. The Residential Association now desires to further amend the Declaration.

F. Pursuant to Article VII, Section 7.12, the Declaration can be amended at any time with the affirmative approval from at least a majority approval of the Members of the Association.

G. A majority of Members of the Association have approved the following amendment to the Declaration.

H. The Recitals set forth above and the Exhibits attached to this Amendment are each incorporated into this Amendment.

I. This Amendment constitutes an amendment to the Declaration. In the event of a conflict or inconsistency between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

J. Except as amended in this Amendment, all of the terms, conditions, agreements and provisions in the Declaration are reaffirmed, ratified, confirmed, and approved in their entirety and remain in full force and effect.

K. The legal description for the property that is subject to the Declaration and this Amendment is attached as **Exhibit A**.

AMENDMENT

Article III of the Declaration is hereby supplemented and amended with the addition of the following Section 3.14:

3.14 Reinvestment Fee. The Board may establish a “Reinvestment Fee” assessment in accordance with this Section and Utah Code §57-1-46. The following terms and conditions shall govern the Reinvestment Fee:

(a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Wasatch County Recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a “Transfer”), the party receiving title to the Lot (the “Transferee”) shall pay to the Residential Association a Reinvestment Fee in the amount of \$500.00.

(b) The Association shall not levy or collect a Reinvestment Fee for: (i) any Transfer made to the Association, (ii) any Transfer made for estate planning purposes by a Lot’s current Owner to a trust or other entity owned and controlled by the Owner as determined by the Board, or (iii) any other Transfer so exempted in Utah Code §57-1-46(8).

(c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall become part of the Assessment to which such Owner and that Owner’s Lot are subject and may be collected as an Assessment.

CERTIFICATION

This Amendment was duly approved by at least a majority vote of the Members as required by Article VII, Section 7.12 of the Declaration.

IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration as of this 8 day of December, 2021, to be effective as of the date of its recordation in the office of the County Recorder of Wasatch County, Utah.

EXHIBIT A

ALL OF LOTS 1-51, GREENERHILLS SUBDIVISION, according to the Official Plat thereof, recorded in the office of the Wasatch County Recorder.

PARCEL NUMBERS 20-0200 THROUGH 20-0250