

**FIRST AMENDMENT TO THE BYLAWS OF
SOUTH HILLS POD 4 HOMEOWNERS ASSOCIATION, INC.**
(a Utah Nonprofit Corporation)

This First Amendment to the Bylaws of South Hills POD 4 Homeowners Association, Inc. (hereinafter “First Amendment”), hereby amends those certain Bylaws of South Hills POD 4, Owners Association, Inc.¹ prepared in conjunction with the Declaration on or about March 13, 2018 (“Bylaws”), and is made and executed, as of the date set forth below, by the Board of Trustees (“Board”), for and on behalf of the Association Members, and made effective as of the date executed and recorded.

RECITALS:

- (A) This First Amendment affects and concerns the real property located in South Hills POD 4 Subdivision, as more particularly described in Exhibit A (“Property”).
- (B) On March 13, 2018, the Declaration of Protective Covenants, Conditions and Restrictions for South Hills POD 4 was recorded in the Salt Lake County Recorder’s Office, as Entry No. 12732616, as amended (“Declaration”).
- (C) The Bylaws were recorded without a signature page but were recorded as an attached Exhibit to the Declaration on March 13, 2018.

CERTIFICATION

Pursuant to Article 9 of the Bylaws, the Board has the power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this First Amendment.

BYLAWS

- 1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
- 2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Bylaws, as amended, remain in full force and effect without modification.
- 3. Authorization. The individuals signing for the respective entity below make the following representations: (i) they have read the First Amendment, (ii) they have authority to act for the entity designated below, and (iii) they shall execute the First Amendment acting in said capacity.

¹ The First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for South Hills POD 4 amended “Association” to mean South Hills Pod 4 Homeowners Association, Inc.

4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Bylaws, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Bylaws that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

5. Article 2 is hereby deleted in its entirety and replaced with the following:

South Hills Pod 4 Owners Association, Inc. (the "Association") is a Utah nonprofit corporation, with its Registered Agent being Welch Randall Community Management, located at 5300 South Adams Avenue Parkway Suite #8, Ogden, Utah 84405.

6. Article 3.01 is hereby deleted in its entirety and replaced with the following:

3.01 Voting. The Class B membership has ceased. The Association shall have one class of membership, Class A. Class A Members shall all be Owners. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined as provided in Section 2.3 of the Declaration. Additional provisions governing the voting of the members of the Association are set forth in the Declaration.

7. Article 3.02 is hereby deleted in its entirety and replaced with the following:

3.02 Quorum. Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person, virtually, or by proxy of Owners entitled to vote, thirty percent (30%) of the total Owners shall constitute a quorum.

8. Article 3.04 is hereby deleted in its entirety and replaced with the following:

3.04 Majority Vote. At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws. In the event a quorum is not present, the Board may elect to adjourn the meeting to a date no sooner than fourteen (14) days, but not later than thirty (30) days to take the vote, which notice shall be given by announcement at the first meeting. The Owners present at the second meeting (held within 14 to 30 days) shall constitute a quorum.

9. Article 4.01 shall replace the month of March with the month of January.

The remaining portions of Article 4.01 shall remain unchanged.

10. Article 5.01 is hereby deleted in its entirety and replaced with the following:

5.01 Number and Election of Trustees. The Board of Trustees (the "Board") may consist of three (3) to five (5) trustees who must be members of the Association and reside within the community. At the adoption of this First Amendment, the current number of Trustees shall consist of five (5) trustees. Members of the Board shall serve for a term of three years; provided, however, that initially, the Board shall identify one of a five-member Board to serve for a one-year term. Two other members shall serve for a two-year term and the remaining two members shall serve for a three-year term, respectively. Thereafter, each elected Trustee shall serve for a term of three years. Following the adoption of this First Amendment, the Board is authorized to adjust the terms of Trustees to satisfy these requirements. The members of the Board shall serve until their respective successors are elected, or until their death, ineligibility, resignation, or removal. The number of Trustees may be changed from time to time as determined by the Board.

11. Article 5.05 is hereby deleted in its entirety and replaced with the following:

5.05 Regular Meetings. Regular meetings of the Board may be held at such places, whether in person, by telephone or virtually, provided that each trustee can hear each other trustee, and at such times as the Board from time to time by vote may determine. At least 48 hours before a Board meeting, the Association shall give written notice of the Board meeting via email to each Lot Owner who requests notice of a Board meeting. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

12. Article 5.06 is hereby deleted in its entirety and replaced with the following:

5.06 Special Meetings. Special meetings of the Board may be held at any place designated by the Board in person, by telephone or virtually, provided that each trustee can hear each other trustee, at any time when called by the president, or by two or more trustees, upon the giving of at least three (3) days' prior notice of the time and place thereof to each trustee by leaving such notice with such trustee or at such trustee's residence or usual place of business, or by mailing it prepaid and addressed to such trustee at such trustee's address as it appears on the books of the Association, or by electronic mail or telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the trustees shall be required.

13. Article 7.04 is hereby deleted in its entirety and replaced with the following:

7.04 Address of the Association. The address of the Association shall be 5300 South Adams Avenue Parkway Suite #8, Ogden, Utah 84405. Such address may be changed by the Board from time to time upon written notice to all Owners and all listed mortgagees.

14. Article 11.03 is hereby deleted in its entirety and replaced with the following:

11.03 Officer/Trustee Qualifications. No individual may serve as an office or trustee of the Association if that individual is delinquent in the payment of any dues, fees, assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the covenants within such Declaration, Bylaws, or the Articles of Incorporation.

DATED this _____ day of _____, 2024.

SOUTH HILLS POD 4 HOMEOWNERS ASSOCIATION, INC.

By:
Its: President

STATE OF UTAH)
 : ss
COUNTY OF _____)

On the _____ day of _____, 2024, before me the undersigned, a notary public in and for said state, personally appeared _____, known or identified to me to be the Board President of South Hills POD 4 Homeowners Association, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

EXHIBIT A

(Legal Description of the Property)

The Property is located in Herriman City, Salt Lake County, State of Utah, and is more particularly described as follows:

A PARCEL OF LAND SITUATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST; SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS NORTH 89°25'56" EAST ALONG THE NORTH SECTION LINE OF SECTION 17, 986.69 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°25'56" EAST 328.90 FEET; THENCE SOUTH 0°36'05" WEST 942.69 FEET; THENCE NORTH 89°23'55" WEST 92.00 FEET; THENCE NORTH 85°01'17" WEST 32.09 FEET; THENCE NORTH 89°23'55" WEST 94.17 FEET; THENCE NORTH 0°36'05" EAST 40.50 FEET; THENCE NORTH 89°23'55" WEST 220.31 FEET; THENCE SOUTH 0°36'05" WEST 81.00 FEET; THENCE NORTH 89°23'55" WEST 94.15 FEET; THENCE SOUTH 0°36'05" WEST 43.50 FEET; THENCE NORTH 89°23'55" WEST 124.30 FEET; THENCE NORTH 0°33'48" EAST 339.55 FEET; THENCE NORTH 89°07'38" EAST 328.66 FEET; THENCE NORTH 0°34'54" EAST 669.53 FEET TO THE POINT OF BEGINNING.

Contains +/- 9.16 acres