

EM 2766267 PG 1 OF 23 LEANN H KILTS, WEBER COUNTY RECORDER 19-NOV-15 126 PM FEE \$98.00 DEP DC REC FOR: ERNIE PARADA (SLC FOR HOA)

BYLAWS of

Hampton on the Green Neighborhood Association, Inc

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# BYLAWSOF HAMPTON ONTHE GREEN NEIGHBORHOOD ASSOCIATION, INC (A Utah Non-Profit Corporation)

### Article1 Name, Principal Office and Definitions

Section 1. The name of the Association shall be The Hampton on the Green Neighborhood Association, a Utah non-profit corporation (herein a er sometimes referred to as the Association). Property identified in Exhibit A.

Section 2. Principal Office. The principal office of the Association in the State of Utah shall be initially located in Weber County at 5553 Elderberry Ct Ogden, UT 84403. The Association may have such other offices within the State of Utah, Weber County as the Board of Directors or Association Members may determine, or as the affairs of the Association may require.

# Article II Association: Membership, Meetings, Quorum, Voting and Proxies

Section 1. Membership. The Association shall consist of all recorded Owners, financial institutions or undeveloped lot owners. All members of the Association are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association whether a regular or special meeting, shall be held as scheduled by the Board.

Section 4. Special Meetings. It shall be the duty of the president to call a special meeting of the Association if so directed by resolution of the Board members or upon a petition of the homeowner members representing at least ten (10) percent of the total votes of the Association. This equates to four members of the Association. The notice of any special meeting shall state the date, time, place, and the purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written, electronic (email or text), or printed notice stating date, time, and place of any meeting of the members shall be delivered, either personally or by mail or electronically, to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting. by or at the direction of the President or Board member or persons calling for the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at the stated official address as it appears on the records of the Association, with postage therein prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice, of any meeting of the members, either before or after such meeting. Attendance at a meeting bya member shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of business transacted thereat unless objection to the calling or convening (if the meeting, of which proper notice was not given, is raised before the business is put to a vote).

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting may adjourn the meeting to a time not less than ten (10) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business, which, might have been transacted at the meeting originally called, may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to members in the manner described for regular or special meetings.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Restrictions and Protective Covenants, and such voting provisions are incorporated herein.

Section 9. Proxies. Members may vote via proxy if delivered and signed in time for the meeting. Specific proxies shall be prepared and provided to the member at time of meeting notification. The proxy shall state the member vote or specified authorized existing member. If the proxy states the specific vote of a member, mailed or electronic delivery prior to commencement of the meeting is authorized. In no case shall a non-member or lessee or renter or other non-authorized person vote via proxy.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling at least fifty-one (51%) per cent of the total number of members.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Master Declaration, the presence in person or proxy representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association. Any provisions in the Master Declaration concerning quorums are specifically incorporated herein.

Section 12. Conduct of Meetings. The President or designated alternate Board member shall preside over all meetings of the Association. Secretary or designated alternate Association member shall keep minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. Any action required by Jaw to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the members. Written consent is considered due consent if delivered via letter, signature page, proxy with appropriate vote, or electronic media (email or text from recorded member address or phone number).

## Article Ill Board of Directors. Numbers, Powers, Meetings

### A. Composition and Selection

Section 1. Governing Body; Composition. A duly elected Board of Directors shall govern the affairs of the Association. Each Board member shall have one (1) vote for any Board tasks or actions. No person and his or her spouse or significant other may serve on the same board at the same time. In the case of an Owner, which is a corporation, partnership, or other legal entity, the person designated in writing to the Secretary of the Association as the representative of such corporation, partnership or other legal entity shall be eligible to serve as a Board member.

Section 2. Election and Term of Office. At the annual Association meeting, the members shall elect a minimum of three (3) and no more than five (5) directors. Each recorded member shall have one (1) equal vote for each lot. If a member owns more than one lot, that owner shall have one vote per lot. The top three (3) up to five (5) members by owner vote shall be the duly elected Board of Directors.

At any election of the Board, each member shall cast a vote for each vacant position. The elected Board members shall hold office and serve on behalf of the

Association for one year. Board members may be elected to serve for more than one consecutive term.

Section 3. Removal of Board Members and Vacancies. Any Board member elected by the Association members may be removed, with or without cause, by the vote of members. Any Board member whose removal is sought shall be given notice prior to any meeting called for that purpose. A Board member elected solely by the votes of members other than committee members may be removed from office prior to the expiration of his/her term only by the vote of a majority of members. This vote can be accomplished electronically as well as at a special meeting.

Any Board member elected by the members who has two (2) unexcused absences from the Board meetings, or is delinquent in the payment of any assessment or other charges due the Association for more than thirty (30) days, may be removed by a majority of the Board members. This action can take place during a regular or special meeting at which a quorum is present A successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of death, disability or resignation, the Board may declare a vacancy, and it may appoint a successor. The newly elected or appointed Board member shall serve the remainder of the term for the vacated position.

Section 4. Organizational Meetings. The first meeting of the newly elected Board shall be held within a month of election to assign officer positions thereafter at such time and place fixed by the Board.

Section S. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. At least four (4) such meetings shall be held during each fiscal year with at least one held per quarter. Notice of the time and place of the meeting shall be communicated to each Board member not less than four (4) days prior to the meeting. Notice of the meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 6. Special Meetings. Special meetings of the Board shall be held when called by electronic or written notice signed by the Association President or by any two Directors. The notice shall specify the time and place of the meeting and the nature of the business to be considered. The notice shall be given to each Board member by one of the following methods: (a) personal delivery; (b) written notice by first class mall, postage pre-paid; (c) telephonic communication, either directly to the Director or toa person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) electronically (email or text). All such notices shall be given at the Director's recorded contact information address, email address, or phone number. Notices sent first class shall be deposited into a United States mailbox. Notices given by personal delivery, telephone, email, or text shall be delivered at least seventy-two (72) hours prior to the time set for the meeting.

Section 7. Waiver of Notice. The transactions of any meeting of the Board however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Board Members not present signa written waiver of notice, a consent to holding the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 8. Quorum of Board of Directors. At all meetings of the Association Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of the majority of the Directors present at a meeting shall constitute the decision of the Board. A meeting at which a quorum is present may continue to transact business, notwithstanding the withdrawal of Directors if any action taken is approved by a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Board members who are present at such meeting may adjourn the meeting to a time not less than ten (10) or more than thirty (30) days from the date the original meeting was scheduled. At the reconvened meeting, if a quorum is present, any business, which might have been transacted at the original meeting. may be transacted without further notice.

Section 9. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Association members representing a majority of the total vote of the Association at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors if the expenses occurred in the performance of Association business.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of all meetings of the Board. recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings. Meetings may be conducted by electronic or telephone and shall be considered as any other meeting. provided all Directors are able to properly communicate *via* method used.

Section 11. Open Meetings. Subject to the provisions of Section 12 of this Article, all meetings of the Board shall be open to all interested members. Notice of meetings is required via email or text or combination thereof with 48 hours notice. Any members other than the Directors may not participate in any discussions or deliberations unless permission to speak is requested on his/her behalf by a Director. In such case, the President may limit the time any member may speak

Section 12. Action Without a Formal Meeting. Any action that may be taken at a meeting of the Board may be taken without a meeting. provided notice is sent in writing, setting forth the action so taken, is signed by all Directors, and such consent shall have the same force and effect as a unanimous vote.

#### B. Powers and Duties

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are common for non-profit corporations. This includes such tasks that may not be in the Restrictions and Protective Covenants, Articles of Incorporation or these Bylaws. In addition, the Board shall manage the Association in accordance with the latest Utah Code Title 57-8a.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, in way of explanation, but not limited to:

- (a) Preparation and adoption of annual budgets in which there shall be established the contribution of each recorded Association member. The annual budget shall include all annual operational expenses, estimated repairs, reserve fund, and other appropriate Association expenses approved by the Association members;
- (b) Making assessments to defray the Association expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) Providing for the operation, care, upkeep, and maintenance of all of the exclusive common area responsibility;
- (d) Designating. hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the common area responsibility and, where appropriate, providing for the compensation of such personnel in the performance of their duties;
- (e) Collecting the assessments, depositing the proceeds thereof in a financial institution which it shall approve, and using the proceeds to administer the Association duties;
- (f) Providing an appropriate and approved reserve fund that may be deposited, in the Board's best business judgment, in financial depositories other than banks as long as the financial depository is government insured up to at least the amount of the total deposit;
- (g) Making and amending Association rules and regulations;
- (h) Opening of financial institution accounts on behalf of the Association and designating the signatories (minimum of two signatories is

required) as required;

- (i) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Restrictions and Protective Covenants and these Bylaws after damage, destruction by fire or other casualty;
- 0) Enforcing by any and all legal means the provisions of the Restrictions and Protective Covenants, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Homeowner concerning the Association;
- (k) Obtaining and carrying insurance against all casualties and liabilities, as provided in the Restrictions and Protective Covenants and paying the premium cost thereof;
- (I) Paying the cost of all services rendered to the Association or its members that are not chargeable directly to the specific Homeowner;
- (m) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance, repair, replacement expenses, and any other expenses incurred;
- (n) Making available to prospective purchaser of a Lot, home, any owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Restrictions and Protective Covenants, Articles of Incorporation, these Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association and;
- (o) Permitting utility suppliers to use portions of the Common Area reasonably necessary for the ongoing development or operation of the properties.

Section 2. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation rate recommended, provided such recommendation shall have the affirmative vote or written consent of members representing at least fifty-one (51%) of the total vote of the Association. The Board may delegate to the managing agent or manager, subject to the Boards supervision, powers granted via a specific resolution. In no case, shall the Board grant powers as set forth in subparagraphs (a, b, e, f, g) of Section 1 of this article.

No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fees on ninety (90) days or less written notice.

Section 3. Accounts and Reports. Board members have a fiduciary duty to administer the financial affairs of the association with appropriate diligence and prudence. Such due diligence includes timely review and oversight of the financial information related to association operations. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) Accounting and controls shall conform to generally accepted accounting principles;
- (c) Cash accounts of the Association shall not be co-mingled with any other accounts;
- (d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, any thing of value received shall benefit the Association;
- (e) Any financial or other interest, which the managing agent may have in any firm providing goods, or services to the Association shall be disclosed promptly to the Board.
- (f) Financial reports shall be prepared for the Association at least quarterly containing:
  - 1. An income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - 2. A statement reflecting all cash receipts and disbursements for the preceding period;
  - 3. A variance report reflecting the status of all accounts in an ·actual" versus "approved" budget format;
  - 4. A balance sheet as of the last day of the preceding period, and
  - S. A delinquency report listing all Owners who are delinquent in paying required assessments at the time the report is prepared and

describing status of any action to collect such assessment which remain delinquent; and

(g) An annual report consisting of at least the following shall be distributed to all Association members within sixty (60) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis with the review accomplished by the Board or designated member committee, or by an independent public accountant

Section 4. Borrowing. The Board shall have the authority to borrow money for the purpose of maintenance, repair, replacement or restoration of the common area, or other Association approved requirements provided, such assessment shall have the affirmative vote or written consent of members representing at least fifty one (51%) of the total vote of the Association.

Section 5. Rights of the Association. With respect to the common area, and in accordance with the Articles of Incorporation, the Restrictions and Protective Covenants, the Association shall have the right to contract with any person for the performance of various duties and functions, without limiting the foregoing. This right shall entitle the Association to enter into common management, operational, or other agreements with trusts, cooperatives, or neighborhood and other resident associations, both within and without the properties. Such agreements shall require a majority approval of the Association members.

Section 6. Enforcement The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Homeowner, and to suspend a Homeowners right to vote or use the Common Area for violating any duty imposed under the Restrictions and Protective Covenants, these Bylaws, or any rules and regulations duly adopted hereunder, However, nothing herein shall authorize the Association Board of Directors to limit ingress and egress to or from a Lot or to suspend a Homeowner's right to vote due to non-payment of assessments. In the event that any occupant (Lessee or Renter) of a Lot violates the Restrictions and Protective Covenants, Bylaws, or a rule or regulation and a fine is imposed, the fine shall be first assessed against the occupant with a time period set by the Board. However, if the occupant does not pay the fine within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. Failure of the Board to enforce any provision of the Restrictions and Protective Covenants, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its designee shall serve the alleged violator with written notice describing (1) the nature of the alleged violation, (2) the proposed sanction to be imposed, (3) a period of not less than ten (10) days within which the

alleged violator may present a written request to the Board for a hearing; and (4) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction in the notice shall be imposed.

- (b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Homeowner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall he deemed adequate if a Board member or designee, who delivered such notice, enters a copy of the notice, together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board shall be obligated to suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.
- (c) Appeal. Following a hearing before the Board, the violator shall have the right to appeal the decision to an independent Owner's or Covenant's review committee. The President or Secretary of the Board must receive a written notice of the appeal within thirty (30) days after the hearing date.
- (d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Restrictions and Protective Covenants, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or bysuit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

### Article IV Officers

Section 1. Officers. The officers of the Association Board of Directors shall be a President, Vice-President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint other such officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, who must also be board members. Such additional officers shall have the authority and perform the duties prescribed from time to time by the Board. The same person, except for the positions of President and Secretary, may hold any two (2) of the other officer positions.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association Board shall be elected annually by the recorded Owner's members, The Board positions will be designated during the first meeting following the annual meeting of the members, as herein set forth in Article III.

Section 3. Removal. The Board may remove any officer whenever in its judgment the removal is in the best interest of the Association. The Owners may request removal of any Board member based on performance concerns.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective positions, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the Chief Executive Officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget as provided in the Restrictions and Protective Covenants and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both, if so established.

Section 5. Resignation. Any Director may resign at any time by giving written notice to the most senior member of the Board. Such resignation shall take effect on the date of the notice receipt or at any other time specified therein, and if otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Secretary and designee shall annotate the minute's book of such resignation.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) Directors or by such other person or persons as may be designated by resolution of the Board.

### Article V Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such time periods as may be designated by a resolution adopted by the Board present at a meeting at which a quorum is present Committees may also be requested by the Association members at an appropriate meeting and approved by majority Member vote. The Board will include such request and approval in the meeting minutes and prepare a resolution of the adopted committee. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee.

Section 2. Modification Committee. The Board may appoint a Modification Committee consisting of at least three (3) and no more than five (5) members to act in accordance with the Restrictions and Protective Covenants or Board resolution.

Section 3. Covenants Committee. In addition to any other committees, which may be established by the Board pursuant to Section 1 of this article, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Restrictions and Protective Covenants, these Bylaws, and/or Board resolutions the Board may adopt The Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to article Ill, section 18 of these Bylaws.

Section 4. Landscape Committee. The Board may elect to establish an Association landscape committee, and shall appoint at least three (3) and no more than five (5) members, with duties as designated by Board resolution.

### Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be established from Jan through Dec of any given year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Roberts Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with Utah law, the Articles of Incorporation, the Restrictions and Protective Covenants, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Utah law, the Articles of Incorporation, the Restrictions and Protective Covenants and these Bylaws, the provisions of Utah law, the Restrictions and Protective Covenants, the Articles of Incorporation and the Bylaws, in that order, shall prevail.

2.3

Section 4. Books and Records. As a Utah homeowners association and non-profit corporation, the Association shall keep and make documents available to any Owner in accordance with Utah Code Title 16, Chapter 6a, Part 16, Section 1601. The Board shall perform an annual review of the Utah Code to assess legislative changes. In general, the following procedures will apply to the Board.

- (a) Inspection of Members and Mortgagees. The Restrictions and Protective Covenants and Bylaws, membership register, books of accounting, and minutes of meetings of the members, the Board and committees shall be available for inspection and copying by the Mortgagee, member of the Association, or by his/her duly appointed representative at any reasonable time and for a purpose reasonably related to his/her interest as a member. Requests shall be submitted to the Secretary.
- (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
  - 1) Notice to be given to the custodian of the records;
  - 2) Hours and days of the week such an inspection may be made; and
  - 3) Payment of the cost of reproducing copies of documents requested,

Every Board Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by United States mail, first class, prepaid, electronically *via* email or text with receipt and read notification.

The notice, if to a member, shall be sent to the official address the member has designated in writing and filed with the Secretary, or if no such address has been designated, at the recorded address of the Lot of such member.

The notice, if to the Association Board or the managing agent, at the principle address of the Association or managing agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this section.

### Article Vil Amendments

The Association Board may amend these Bylaws only by the affirmative vote (in person, proxy, electronic or written consent, or any combination thereof), of members representing sixty-seven (67%) percent of the votes. No amendment shall be effective until recorded in the public records of Weber County, State of Utah.

No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impairs the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. IN WITNESS WHEREOF, the undersigned Declarant has executed these Bylaws this 16 day of Nov, 2015.

Declarant:

The Hampton on the Green Neighborhood Association, Inc.

sy: Xor Cilamites

Carl Mattsson. MD. President

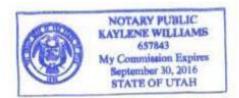
By: Jinda I anun

State of Utah

County of Weber

On the <u>16</u> day of <u>November</u> 2015, personally appeared before me Carl Mattsson, MD and Linda Panunzio, each being by me duly sworn did say that he, the said Carl Mattsson, MD is President and she, the said Linda Panunzio is Secretary of The Hampton on the Green Neighborhood Association, Inc., a Utah non-profit corporation and that within and foregoing instrument was signed on behalf of said corporation by authority of Its members, and Carl Mattsson, MD and Linda Panunzio duly acknowledged to me that the corporation executed the same.

Notary Pu lie



### Exhibit A

### Plats for Hampton on the Green Neighborhood Association

These Bylaws encompass all of the property identified in The Hamptons PRUD Phases 3, 4, 5, and 6 as Recorded on 14 Oct 2015. This entails all of the property surrounding the residential lot pads commonly called the exclusive common area and the Lots as indicated on the plat.

This area is designated as The Hampton on the Green Neighborhood considered a separate and distinct neighborhood as described within the amended Hamptons Master Declaration of Covenant, Conditions and Restrictions, recorded 4 Jun 2015, E# 2739052, Pg.1-16.

Referenced The Hamptons PRUD plats included are as follows:

### PRUD Phase: Plat <u>Designation</u>: <u>Dedication Plat Designation</u>

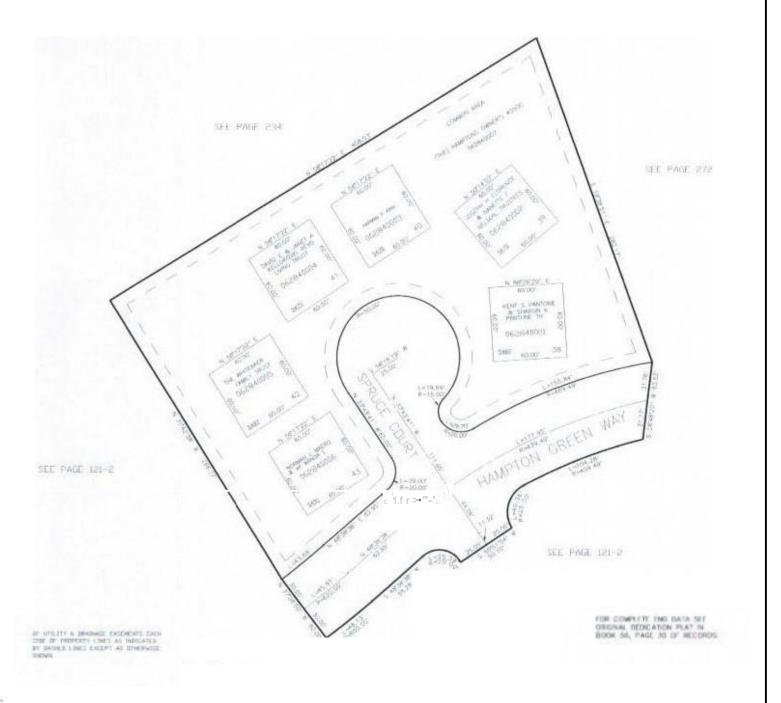
The Hamptons PRUD Ph 3: Plat 06-284; Dedication Plat: E#1869556, Bk 56, Pg 30 The Hamptons PRUD Ph 4: Plat 06-294; Dedication Plat: E#2051310, Bk 60, Pg 27 The Hamptons PRUD Ph 5: Plat 06-303; Dedication Plat: E#2202447, Bk 64, Pg 51 The Hamptons PRUD Ph 6: Plat 06-317; Dedication Plat: E#2185751, Bk 71, Pg 45

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# PART OF THE SW.1/4, OF SECTION 14, T.5N., R.1W.,S.I.B., & M THE HAMPTONS PHASE 3 PRUD

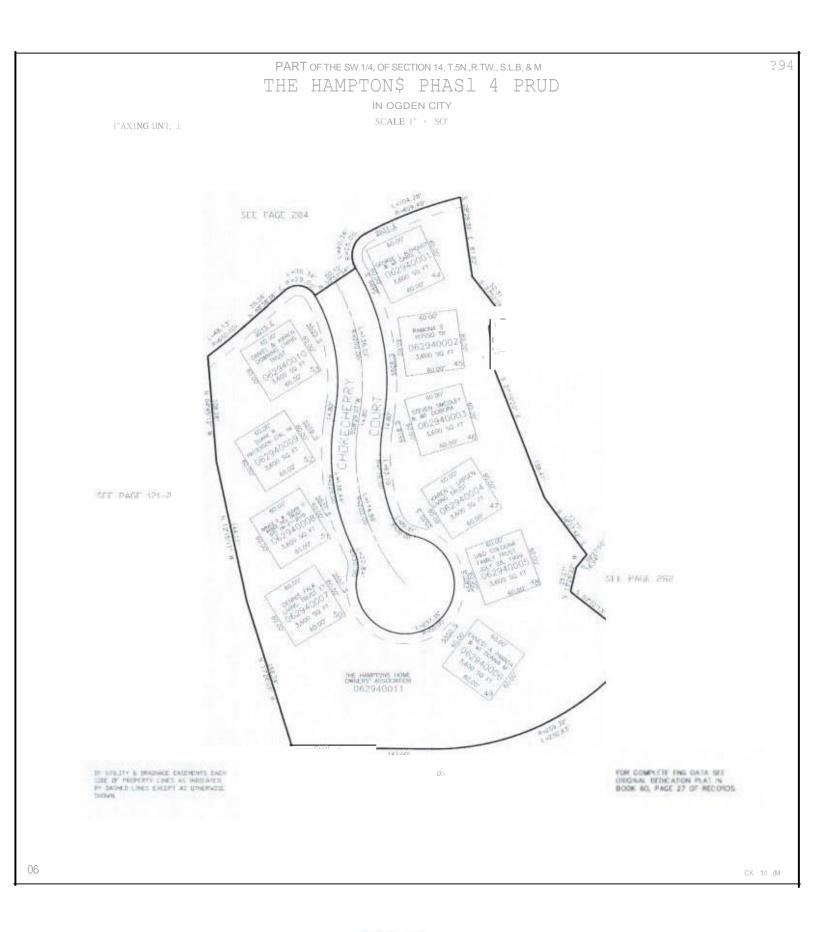
IN CITY OGDEN
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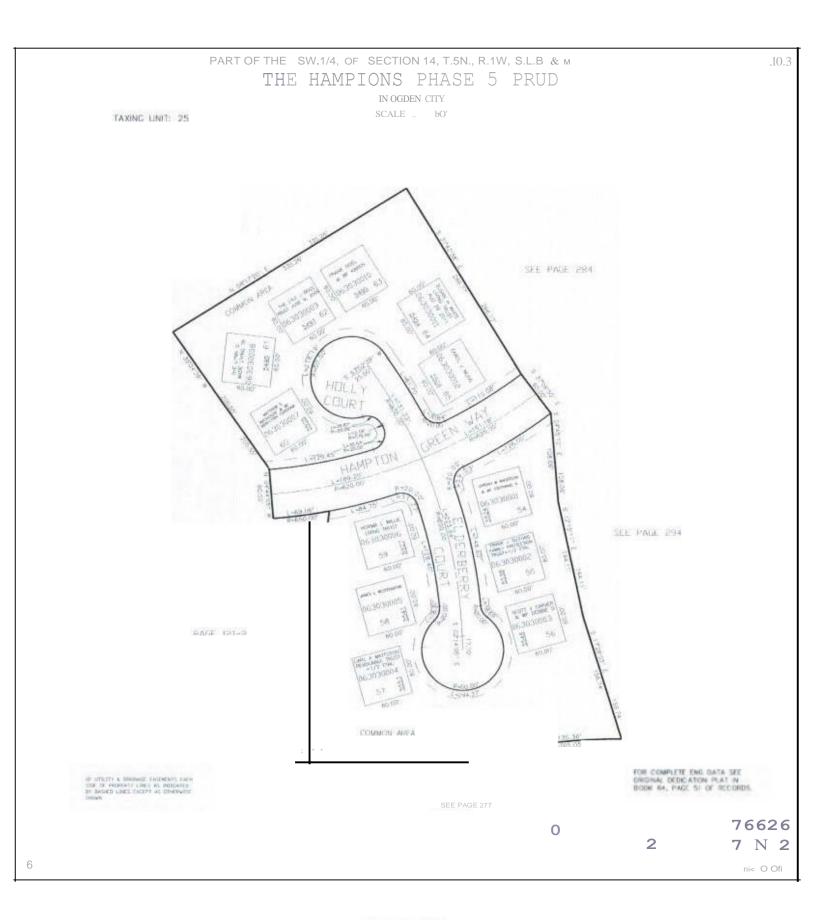
TAXING UNIT

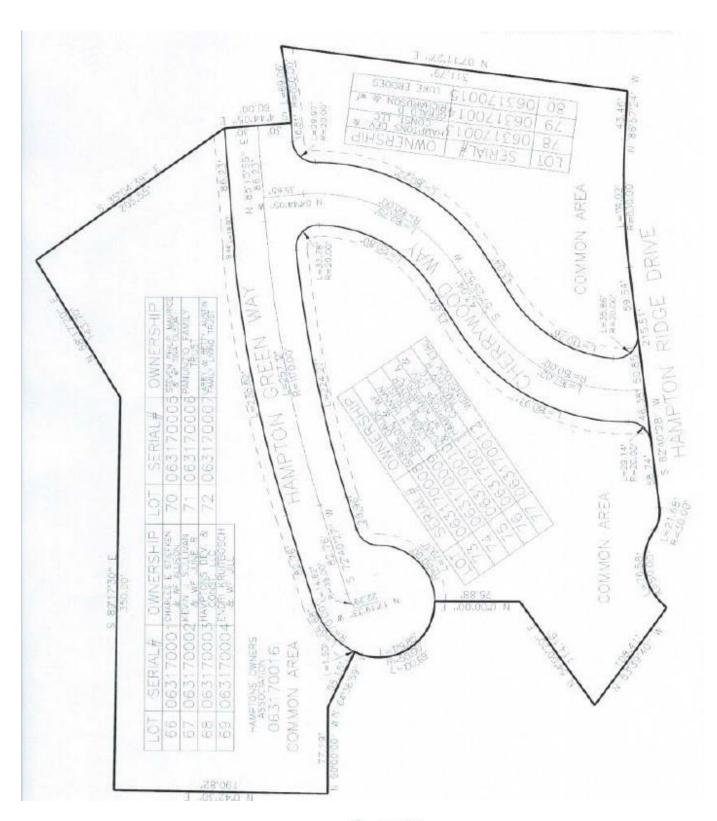


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