

**After Recording Return To:**  
Richards, Kimble & Winn, PC  
2040 E. Murray Holladay Rd.  
Suite 106  
Holladay, UT 84117

**AMENDMENT  
TO THE  
AMENDED AND RESTATED BYLAWS  
OF  
DIAMOND HILLS HOMEOWNERS ASSOCIATION**

This Amendment to the Amended and Restated Bylaws of Diamond Hills Homeowners Association (“**Amendment**”) was approved by the members of the Diamond Hills Homeowners Association (“**Association**”) on March 14, 2014, after being voted on and approved by the members in accordance with the Bylaws of the Association.

**RECITALS**

**WHEREAS**, Amended and Restated Bylaws of Diamond Hills Homeowners Association were duly adopted and recorded on June 14, 2012 as Entry No. 379730, records of Wasatch County, State of Utah;

**WHEREAS**, a meeting of the members was duly held on March 14, 2014, at which time the following amendments were approved by the membership pursuant to the required number of affirmative votes as set forth in the Bylaws.

**WHEREAS**, the following amendments shall be binding on all properties within the Association and as described on **Exhibit A** hereto.

**NOW THEREFORE**, the Amended and Restated Bylaws are further amended as set forth below:

**1. Article 3.5 is amended to add an entirely new subsection “o.” to read as follows:**

3.5(o). The Board of Directors has the right to impose an impact fee on all new housing and remodels of existing housing where the size of the home (as measured in square feet) increases more than 30 percent. This fee will be reasonable and will similar to fees set by other HOAs, similar subdivisions and municipalities in the area. The Board will record this requirement with Wasatch County.

**2. Articles 5.1, 5.2 and 5.3 are amended and replaced in their entirety to now read as follows:**

**Section 5.1 Budget:**

The Board of Directors will prepare a budget each year and present it to the Members at each annual meeting. The budget shall estimate all of the common expenses of the Association, consider any previous over-assessment, and provide an adequate reserve fund for maintenance, repairs, and replacement of Association equipment and property.

The budget shall set forth each Members' annual assessment (dues) and other special assessments as described in Section 5.3. A budget is disapproved if within 45 days after the date of the meeting stated above at which the Board presents the adopted budget if: (a) there is a vote of disapproval by at least fifty percent (50%) of the total Members in good standing; and (b) the vote is taken at a special meeting called for that purpose by Members under the declaration, articles, or bylaws.

If a budget is disapproved under this Section, the budget that the board last adopted that was not disapproved by Members continues as the budget until and unless the board presents another budget to Members and that budget is not disapproved.

**Section 5.2 Common Expenses:**

Common expenses shall include, but not be limited to, the following:

- (a) Administration expenses;
- (b) Expenses of maintenance, repair or replacement of common areas and personal property and equipment owned by the Association;
- (c) Cost of insurance or bonds maintained by the Association, obtained in accordance with Section 6.1.
- (d) Sufficient general operating reserve, at least enough to cover the insurance deductibles;
- (e) Reserve for replacements and deferred maintenance;
- (f) Reserve for capital improvements approved by the Members;
- (g) Any short-falls in common expenses from a prior year;
- (h) Utilities for the common areas or with a common meter or bill;

- (i) Assessment paid to Bar X Mutual Water Company or other persons or entities for Association water; and
- (j) Any other items properly chargeable as an expense of the Association.

**Section 5.3 Obligation to Pay Common Expenses:**

(a) All Members are personally obligated to pay their fair proportion of the common expenses as set forth above which are assessed to them by the Board of Directors on an annual basis. The Board of directors may elect to round the assessments to the nearest dollar. Members cannot waive their obligation to pay assessments for any reason, including but not limited to, little or no use of the common areas, water, roads, cabin lots or other Association benefits. Except for that described in Section 4.7, no other offsets to the assessment can be made by a Member through projects, work, service, or other like benefits provided to the Association without prior approval of the majority of the Members. All assessments paid to the Association are the property of the Association and are not refundable.

(b) The following formula will be the basis for annual Member dues:

- Vacant lot with water service: Base Rate
- Vacant lot with water service and a secondary residential home: 2 times the Base Rate.
- Vacant lot with water service and a primary residential home: 4 times the Base Rate.

The Board may adjust the Base Rate for annual dues from time-to-time as it deems appropriate. The above formula will apply to annual dues and not necessarily to other Member approved fees or special assessments (i.e. water system upgrades and/or or other capital improvements).

[END OF AMENDMENTS]



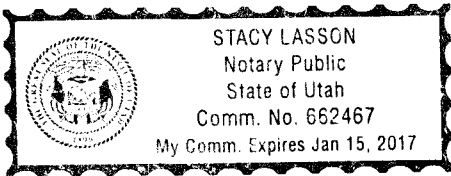
**DIAMOND HILLS HOMEOWNERS ASSOCIATION**

By [Signature]  
Its: Bruce Johnson, Pres.

STATE OF UTAH )  
 ) : ss  
COUNTY OF \_\_\_\_\_ )

On this 25 day of April, 2014, personally appeared before me Bruce Johnson who, being by me duly sworn, did say that he is the President (title) of Diamond Hills Homeowners Association and that the foregoing document was signed as an director/officer of the Association on behalf of said Association and he duly acknowledged to me he executed the same.

[Signature]  
Notary Public





Lot 2 (Legal Description, W.C. Recorded Documents - Entry# 164039)

OWC-1012

Parcel 2 (Lot): Commencing at a point which bears South 36°20' East 2363.30 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 1°01' West 150 feet; thence South 75° West 150 feet; thence North 17°25' West 152 feet; thence North 75° East 200 feet to the point of beginning. Together with a right-of-way for egress and ingress over the existing road extending from the present State Highway 35 to the above described property.

Lot 3 (Legal Description, W.C. Recorded Documents - Entry# 164039)

OWC-1013

Parcel 1 (Cabin): Commencing at a point which bears South 38°23' East 2241.73 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 3°08' East 147 feet; thence South 75° West 200 feet; thence North 22°50' West 145.21 feet; thence North 75° East 250 feet to the point of beginning. Together with a right of way for egress and ingress over the existing road extending from the present State Highway No. 35 to the above described property.

Lot 4 (Legal Description, W.C. Recorded Documents - Entry# 251452)

OWC-1011

Commencing at a point which bears South 38°46' East 2105.51 feet from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian; and running thence South 32°28' East 137 feet; thence South 75° West 250 feet; thence North 38°09' West 94.92 feet; thence North 65° East 250 feet to the point of beginning.

KACMOL

Lot 5 (Legal Description, W.C. Recorded Documents - Entry# 226608)

OWC-1016

Commencing at a point which bears South 38°52' East 1965.55 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base & Meridian, and running thence South 37°29' East 140 feet; thence South 65° West 250 feet; thence North 37°29' West 140 feet; thence North 65° East 250 feet to point of beginning. Together with a right of way for egress and ingress over the existing road extending from the present State Highway No. 35 to the above-described property. Subject to a 5 percent Mineral Reservation.

**Lot 6** (Legal Description, W.C. Recorded Documents - Entry# 251451)

OWC-1009

Commencing at a point which bears South 38°58' East 1825.60 distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian; and running thence South 37°29' East 140 feet; thence South 65° West 250 feet thence North 37°29' West 140 feet; thence North 65° East 250 feet to beginning.

**Lot 7** (Legal Description, W.C. Recorded Documents - Entry# 216688)

OWC - 1008

COMMENCING at a point which bears South 38°56' East 1686.11 feet from the witness corner of the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 20 feet; thence South 37°29' East 120 feet; thence South 65° West 250 feet; thence North 43°43' West 96.76 feet; thence North 55° East 250 feet to the point of the beginning.

**Lot 8** (Legal Description, W.C. Recorded Documents - Entry# 251452)

OWC - 1014

Commencing at a point which bears South 37°48' East 1549.76 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 140 feet; thence South 55° West 250 feet; thence North 51°29' West 140 feet; thence North 55° East 250 feet to beginning.

**Lot 9** (Legal Description, W.C. Recorded Documents - Entry# 251452)

OWC - 1005-A

Commencing at a point which bears South 36°24' East 1409.29 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 145 feet; thence South 55° West 250 feet; thence North 41°37' West 139.99 feet, thence North 55° East 225 feet to beginning.



**Lot 11** (Legal Description, W.C. Recorded Documents – Entries #'s 251452, 111991

OWC-1005-9 & OWC 1005-11

Commencing at a point which bears South 34°42' East, 1269.85 feet distant from the witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 145 feet; thence South 55° West 225 feet; thence North 51°29' West 145 feet, thence North 55° East 225 feet to point of beginning.

Also a triangular shaped tract of land beginning at a point which bears South 34°24' East 1269.85 feet distance from witness corner for the Northwest corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, and running thence South 51°29' East 145 feet; thence North 23°27' West 141.93 feet; thence South 55° West 69.55 feet to point of beginning.

Beg. at a fence corner at a point W. 1316.40 feet and S. 1303.88 feet from the S. Quarter Corner of Sec. 15, T. 3 S. R. 7 E. SLB&M, said fence corner being the SW corner of Lot 35, Diamond Bar X Subdivision No. 6, and running thence along a fence N. 39°33'05" W. 154.936 feet; thence leaving the fence and running along the south-westerly line of a road for four courses as follows: N. 86°10'48" W. 145.64 feet; thence N. 66°20'19" W. 243.13 feet; thence N. 45°26'23" W. 143.29 feet; thence S. 62°48'15" W. 13.44 feet; thence along the northeasterly line of a road for four courses as follows: S. 28°10'41" E. 115.19 feet; thence S. 54°35'20" E. 147.18 feet; thence S. 41°04'18" E. 363.53 feet; thence S. 37°12'50" E. 222.99 feet; thence leaving the road and running N. 73°25'35" E. 41.34 feet to a point on a fence line, said fence being the W. line of Duane Wright property; thence along the fence N. 1°18'00" W. 305.61 feet to the point of beginning, containing 2.355 acres.

**Lot 12** (Legal Description, W.C. Recorded Documents - Entry# 251447)

OWC - 1005-C

Beginning at a point West 1956.46 Feet, and South 857.41 feet from the North Quarter Corner of Section 22, Township 3 South, Range 7 East, Salt Lake Base and Meridian, basis of bearing being South 89°50' East to the Northeast corner of said Section 22: Thence South 41°56' West 354.43 feet to the Northeast line of the Diamond Bar X Ranch Subdivision Number 3 as recorded in book 43, at page 528 with the Wasatch County Recorders Office; Thence North 56°59'49" West along said Subdivision line 79.82 feet to the South Right-of-Way line of a 30 foot wide private road and a point on a 59.00 Foot radius Curve to the Left the center of which bears North 19°01'20" West; thence Northeasterly along said North line and said Curve to the Left through a central angle of 30°21'24" A distance of 31.26 Feet; Thence North 40°37'17" East along said North line 240.72 feet to a point on a 191.00 Foot radius Curve to the Right the center of which bears South 49°22'43" East; thence Northeasterly along said South line and said Curve to the Right through a central angle of 15°53'24" A distance of 52.97 Feet; Thence North 56°30'41" East along said South line 36.23 feet to a point on a 31.00 Foot radius Curve to the Right the center of which bears South 33°29'19" East; thence Southeasterly along said South line and said Curve to the Right through a central angle of 18°08'24" A distance of 58.51 Feet; Thence South 15°20'55" East along said Right-of-Way line 17.81 feet to the point of beginning. Contains 26,925 square feet Or 0.6181 acre.

**Other** (Legal Description, W.C. Recorded Documents - Entry# 226608)

DWC - 1010

1. Pond Parcel.

A part of the NW 1/4 of Section 22, T.3 S., R., 7 E., SLB&amp;M.

Beginning at a point which is 695.08' East and 436.34' South of the Northwest corner of Section 22; thence South 49°56' West 408.2'; thence South 2°28' West 90.15'; thence South 50°36' West 145.25'; thence South 11°14' East 184.54'; thence North 85°28' East 79.60'; thence North 39°59' East 246.35'; thence North 61°41' East 151.00'; thence North 76°13' East 77.45'; Thence North 8°52' West 345.00' to the point of beginning; containing 3.11 acres.