
**FIRST AMENDMENT TO THE
BYLAWS OF GREEN SPRING VILLAS HOMEOWNERS
ASSOCIATION, INC.,**

a Utah nonprofit corporation

This FIRST AMENDMENT TO THE BYLAWS OF GREEN SPRING VILLAS HOMEOWNERS ASSOCIATION, INC. ("Amendment") has been approved and adopted by the Green Spring Villas Homeowners Association, Inc., a Utah nonprofit corporation ("Association") and becomes effective when recorded with the Washington County Recorder's Office.

RECITALS

A. The Villas at Green Spring located in Washington County, Utah ("Project") is subject to a declaration containing certain covenants, conditions, and restrictions as provided in the "Amended and Restated The Villas at Green Spring Protective Covenants, Conditions and Restrictions", as amended, as recorded with the Washington County Recorder on June 14, 2023 as Entry Number 20230017536 ("Declaration").

B. The Association is also subject to the "Bylaws of Green Spring Villas Homeowners Association, Inc." as recorded with the Washington County Recorder on May 16, 2023 as Entry Number 20230014118, as amended ("Bylaws").

C. Article XIII of the Bylaws provides that the Bylaws may be amended by a vote of a majority of the membership of the Association.

D. The Association and its members desire to amend the Bylaws to increase the composition of the Board from three (3) to five (5) members, add Board member qualifications, correct the name of the Association, and as further provided in the amendments below.

E. At least a majority of the Association's membership has approved this Amendment.

F. Unless specifically modified herein, all remaining provisions of the Bylaws shall remain in full force and effect.

G. In case of any conflict between the terms of this Amendment and the terms of the Bylaws, the provisions of this Amendment shall control.

H. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Bylaws

I. The Declaration uses the term “Board of Directors” while the Bylaws uses the term “Board of Trustees”. These are synonymous terms. They refer to the same governing body of the Association.

AMENDMENTS

Amendment One

Article I is hereby amended in its entirety to read as follows:

ARTICLE I ASSOCIATION NAME

The name of the corporation is Green Spring Villas Homeowners Association, Inc., a Utah nonprofit corporation, or any successor in interest.

Amendment Two

Article II, Section 1 is hereby amended to read as follows:

Section 1. “Association” shall mean and refer to the Green Spring Villas Homeowners Association, Inc., a Utah nonprofit corporation, or any successor in interest. The term “Association” shall have the same meaning and effect as the term “HOA” in the Declaration.

Amendment Three

Article III, Section 3 is hereby amended to read as follows:

Section 3 – Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing (postage prepaid), emailing, hand delivering, texting, or providing notice in another manner allowed by the Utah Community Association Act or the Utah Revised Nonprofit Corporation Act. Notice of the meeting shall be provided at least 15 days, but not more than 60 days, before such meeting to each member entitled to vote there at. Each member shall register a mailing address, email address, and phone number capable of receiving text messages with the Association and keep such information updated with the Association. If no mailing address is registered with the Association, the Lot Owner’s Lot shall be deemed to be the Lot Owner’s registered mailing address. If mailed, such notice is deemed to be delivered when deposited in the U.S. mail. If emailed or texted, such notice is deemed to be delivered when sent.

Amendment Four

Article IV, Sections 1 and 2 are hereby amended to read as follows:

Section 1 – Number. The property and affairs of the Association shall be managed and governed by a Board of Trustees composed of five (5) individuals. Each Trustee shall be a Lot Owner, a spouse of a Lot Owner, or an official designee of a Lot owned by a trust, LLC, or other legal entity owning a Lot.

No two (2) Trustees may reside in the same Lot, be the spouse of one another, or be business partners if the business is related to their ownership of a Lot.

Section 2 – Term of Office. Trustees shall serve for a term of three (3) years. Terms shall be staggered so that each year at least one (1) Trustee position is up for election. At the Trustee election following the adoption of this provision, among the two (2) new Trustee positions, one (1) Trustee shall be elected to a three (3) year term, and one (1) Trustee shall be elected to a two (2) year term to fulfill the staggering requirement. Following this election, all Trustees shall be elected for three (3) year terms. If terms become unstaggered for any reason, the Board may re-establish terms so that they are staggered.

CERTIFICATION

The Board of Directors for the Association hereby certifies that the foregoing amendments were duly approved as required by the Bylaws with the consent of at least a majority of the Association's membership and as required by Article XIII, Section 1 of the Declaration.

EXECUTED this 18 day of October, 2023.

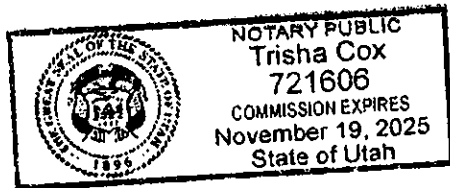
**GREEN SPRING VILLAS HOMEOWNERS
ASSOCIATION, INC.**

BY: Mark Wilcott

TITLE: Green Spring Villas AOA President

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On the 18 day of October 2023, personally appeared before me Mark Wilcott, who by me being duly sworn, did say that he/she is the President of GREEN SPRING VILLAS HOMEOWNERS ASSOCIATION, INC., that he/she is authorized to sign this document on behalf of the Association's Board of Directors, and that the foregoing information is true and accurate to the best of his/her knowledge.



Trisha Cox
Notary Public

EXHIBIT A
Legal Descriptions and Lot Serial Numbers
(97 Lots)

All Lots and Common Areas as shown on the plat maps for the Villas at Green Spring 1, 2, and 3.

Phase 1 Lots:

**W-VIGS-1-401 through W-VIGS-1-449 and
W-VIGS-1-501 through W-VIGS-1-505**

Phase 2 Lots:

W-VIGS-2-537 through W-VIGS-2-548

Phase 3 Lots:

W-VIGS-3-506 through W-VIGS-3-536