

When Recorded Return To:
Eric Saxey
Everest Builders
676 Markea Ave, #9
Salt Lake City, Utah 84102

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Book - 10394 Pg - 4685-4693
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ERIC SAXEY
676 MARKEA AVE #9
SALT LAKE CITY UT 84102
BY: EEA, DEPUTY - WI 9 P.

**BYLAWS
OF
DRAPER CREEKSIDE HOMEOWNERS ASSOCIATION, INC.
a Utah Nonprofit Corporation**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, § 16-6a-101, *et seq.*, Utah Code Ann. (the "Act"), the undersigned incorporator of the Draper Creekside Homeowners Association, Inc., hereby adopts the following Bylaws of the Draper Creekside Homeowners Association, Inc.:

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is DRAPER CREEKSIDE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation in the State of Utah shall be located at 676 E Markea Ave, # 9, Salt Lake City, Utah 84102, but meetings of Members and Trustees may be held at such places within the State of Utah, County of Salt Lake or County of Utah, as may be designated by the Board of Trustees.

**ARTICLE II
DEFINITIONS**

Section 2.1 "Association" shall mean and refer to the DRAPER CREEKSIDE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2.2 "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of DRAPER CREEKSIDE Townhomes, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Property is located in Salt Lake County Utah and is more particularly described on the attached **Exhibit A**.

Section 2.3 "Common Areas" shall mean and refer to that part of the Property which is not included with the Lots, which is owned by the Association for the common use and enjoyment of the Owners, or the limited use of certain Owners as to limited common areas, together with all improvements thereon, and all easements appurtenant thereto, including, but not limited to, private utility lines and personal property owned by the Association, when the context so requires.

Section 2.4 "Declarant" shall mean and refer to Draper Creekside LLC, a Utah limited liability company, its successors and assigns, if such successors or assigns should acquire from the Declarant all of its rights and obligations of development.

Section 2.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Draper Creekside Townhomes applicable to the Property recorded in the Office of the Recorder of Salt Lake County, State of Utah, and amendments thereto.

Section 2.6 "Living Unit" shall mean and refer to any one of the separately numbered and self-contained living spaces located upon a Lot as designated in the Declaration of Draper Creekside Townhomes, which Living Unit is intended to be owned individually, rather than in common by Owners of different Lots and Living Units.

Section 2.7 "Lot" shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than in common by Owners of different lots; and (b) which is intended to be used as the site of a single residence.

Section 2.8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.9 "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot and/or any Living Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

ARTICLE III MEETING OF MEMBERS

Section 3.1 Annual Meetings. Annual meetings of the members shall be held on the second Tuesday in June of each year commencing 2014, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the members may be called by or at the request of the president or by the Board of Trustees, or upon written request of one-third (1/3) of the members entitled to vote delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

Section 3.3 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 a copy of such notice, postage prepaid, at least 15 days before such meeting, to each member entitled to vote thereon, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another

meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Living Unit.

ARTICLE IV BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE

Section 4.1 Number. The affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) individuals, the majority of whom need to be members of the Association; provided, however, that during the period that Class B Voting Rights exist, there may be only one (1) Trustee.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) of the Trustees for a term of one year, one (1) of the Trustees for a term of two years, and one (1) of the Trustees for a term of three years, and at each annual meeting thereafter the members shall elect the number of Trustees whose terms are to expire for a term of three years.

Section 4.3 Removal. Any Trustee may be removed from the Board, with or without cause, by a simple majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V NOMINATION AND ELECTION OF TRUSTEES

Section 5.1 Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association or, if such members do not exist or decline appointment, the Declarant. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

Section 5.2 Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are

entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF TRUSTEES

Section 6.1 Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Trustees. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3 Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1 Powers. The Board of Trustees shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot and Living Unit at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1 **Enumeration of Offices.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 8.3 **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 8.4 of this Article, and neither the president nor the vice-president may hold the office of either secretary or treasurer.

Section 8.8 Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are and will be secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date of delinquency, interest shall accrue thereon at the rate of one and one-half percent (1-1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. All interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Living Unit.

**ARTICLE XII
CORPORATE SEAL**

The Association may obtain a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".

**ARTICLE XIII
AMENDMENTS**

Section 13.1 These Bylaws may be amended by the Declarant, in its sole and separate capacity, and in its sole and separate discretion, until two-thirds (2/3) of the townhomes in the property have been sold to one or more Owners, those sales have closed, and the affected townhomes are occupied by the Owner or Owners. Thereafter, these Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of the DRAPER CREEKSIDE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 7 day of JANUARY, 2016.

INCORPORATOR:
DRAPER CREEKSIDE LLC,
a Utah Limited Liability Company

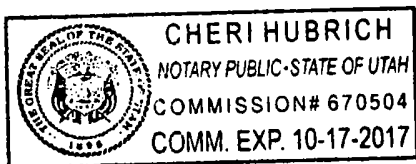
By: Everest Builders, L.L.C.

By: J. E. Saxey
Name: Eric Saxey
Title: Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 7th day of JAN, 2010, personally appeared before me **James Eric Saxey**, who being by me duly sworn did say that he is the Manager of Everest Builders, L.L.C., and that Everest Builders, L.L.C., is the Manager of **Draper Creekside LLC**, that the within and foregoing instrument was signed in behalf of said limited liability companies by authority of resolutions of its members or in accordance with the terms of its operating agreements and said James Eric Saxey duly acknowledged to me that said limited liability companies executed the same.



Cheri Hubrich
NOTARY PUBLIC

**EXHIBIT A
LEGAL DESCRIPTION**

Beginning at a point which is South 89°51'15" East, along the section line 68.23 feet and South 00°08'45" West, 124.85 feet from the Witness Monument marking the Northwest Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian (said witness monument on record being North 89°59'24" East, 144.94 feet from the said Northwest Corner of Section 6); and running thence along the record deed line (Entry 11625785 in Book 10131 at Page 459) the following three (3) courses: East, 82.50 feet, thence South, 5.00 feet; thence East, 565.77 feet to a point on a westerly boundary of the Smith Properties Survey (Record survey# S96-04-0244); and running thence along said Smith Survey the following course: South 00°06'15" East, 201.00 feet; thence North 89°59'58" West, 371.43 feet; thence South 00°16'38" East, 174.50 feet; thence North 68°40'59" West, 11.06 feet; thence North 58°31'00" West, 28.72 feet; thence South 52°38'00" West, 34.60 feet; thence South 78°28'00" West, 25.00 feet; thence South 30°46'00" East, 24.43 feet; thence South 51°51'00" West, 17.80 feet; thence North 67°03'00" West, 46.15 feet; thence North 57°06'00" West, 11.91 feet; thence West, 6.00 feet; thence North 57°05'00" West, 8.34 feet; thence South 36°19'00" West, 24.82 feet; thence North 86°59'00" West, 13.60 feet to a point of intersection with UDOT deed (Entry 6640451 in Book 7663 at Page 267); thence along said UDOT right of way for the following three (3) courses: North 36°19'00" East, 13.35 feet; thence North 22°46'26" East, 26.00 feet; thence North 67°13'34" West, 62.59 feet to a point of intersection with UDOT deed (Entry 6640452 in Book 7663 at Page 629) and running thence along said UDOT right-of-way the following three (3) courses: North 11°13'41" West, 145.66 feet to a point on a 1610.42 foot radius curve to the right; thence 169.10 feet along said curve through a central angle of 06°00'59" (chord bears North 08°13'19" West, 169.03 feet); thence (5) North 05°12'46" West, 40.80 feet to the point of beginning.

Contains: 3.90 Acres

Also Described As:

Lots 1 through 44, contained within DRAPER CREEKSIDE Townhomes, a Planned Unit Development, as the same is identified in the Plat recorded as Entry No. 11851974 in Book 10231, at Page 9648, and in the "Declaration of Covenants, Conditions and Restrictions of Draper Creekside Townhomes, A Planned Unit Development," recorded as Entry No. 11854363 in Book 10232 at Page 9418, in the official records of the Salt Lake County Recorder, and as amended in that First Amendment to Declaration of Covenants, Conditions and Restrictions of Draper Creekside Townhomes, recorded as Entry 11958579, Book 10280, Page 4935 in the official records of the Salt Lake County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas and Private Streets described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Salt Lake County Recorder