



BYLAWS

OF

THE SILVERCREEK TOWNHOMES ASSOCIATION

A NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of The Silvercreek Townhomes Association, a Utah non-profit corporation, hereby adopts the following Bylaws for said nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the nonprofit corporation is The Silvercreek Townhomes Association (hereinafter called the "Association").

1.2 Offices. Until such time as the right to elect the Board of Trustees of the Association is turned over to the Members in accordance with the Articles of Incorporation of the Association, the principal office of the Association shall be at the Silvercreek Townhomes located at 1732 West 540 North, St. George, Utah 84770 (hereinafter called the "Project"), identified in the official plat of the Project on file in the office of the Washington County Recorder.

ARTICLE II

DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration of Covenants, Conditions and Restrictions of Silvercreek Townhomes applicable to the Project and recorded or to be recorded in the official records of the County Recorder of Washington County, Utah, as the same may be amended from time to time as therein provided (hereinafter called the "Declaration"), shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.1 Annual Meetings. The annual meeting of the Members shall be held on the third Monday night in January of each year at the Project or other location designated by the Trustees, for the purpose of electing Trustees and Members of the Architectural Control Committee (hereinafter called the "Committee Members") and for transacting such other business as may come before the meeting; provided, however, that whenever such date falls upon a Legal Holiday, the meeting shall be held on the next succeeding business day. If the election of Trustees or Committee Members shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by the Board of Trustees, the President, or upon the written request of Members holding not less than fifty one (51%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.3 Place of Meetings. The Board of Trustees may designate any place in Washington County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his registered address, with first class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the address of the Member's Lot at the Project shall be deemed to be his registered address for purposes of notice hereunder.

3.5 Members of Record. Upon purchasing a Lot at the Project, each Owner shall promptly furnish to the Association a copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which the first notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots at the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business, except with respect to questions for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business, except with respect to questions for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum.

3.7 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy, provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting.

The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter, including the election of Trustees and Committee Members, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot or Lots of such Member, as determined in accordance with the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless the question is one upon which a greater proportion is required by the express provisions of the Articles of Incorporation, these Bylaws, the Declaration, or Utah law, in which case such express provisions shall govern and control the determination of such question. The election of Trustees and Committee Members shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint membership.

3.9 Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

#### ARTICLE IV

##### BOARD OF TRUSTEES

4.1 General Powers and Responsibilities. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. It shall be the responsibility 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, independent contractors and employees of the 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 or any special assessment against each Lot at least thirty (30) days in advance of each annual or other assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual or special assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within a reasonable period of time, not to exceed one hundred eighty (180) days, after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or 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 of Trustees of 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 as provided in the Declaration;

(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;

(h) cause the exterior of the Lots and Townhomes to be maintained as provided in the Declaration;

(i) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

4.2 Manager. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.3 Number, Tenure, and Qualifications. The number of Trustees of the Association shall be between three (3) and fifteen (15), as periodically determined by the Trustees. The initial Board of Trustees specified in the Articles of Incorporation shall serve until the Declarant turns over to the Members, in accordance with the Articles of Incorporation, the responsibility for electing Trustees. At the first annual meeting of the Members held after the Declarant turns over to the Members responsibility for electing Trustees, the Members shall elect the number of Trustees to be elected, to serve as follows: one-third (1/3) of such Trustees shall be elected to serve for a term of three (3) years; one-third (1/3) of such Trustees shall be elected to serve for a term of two (2) years; and the remainder of such Trustees shall be elected to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for three (3) year terms the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees. Trustees, except the initial Trustees specified in the Articles of Incorporation, must be Members of the Association.

4.4 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately after and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place, within Washington County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.5 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within Washington County, State of Utah, (or, until the Declarant turns over to the Members the responsibility for electing the Trustees, at any place within Washington County, State of Utah) as the place for holding any special meeting of the Board of Trustees called by such person or

persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid.

4.6 Quorum and Manner of Acting. A majority of the number of Trustees in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

4.7 Compensation. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustees and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

4.8 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee, except those appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes cast by the Members of the Association at a special meeting of the Members duly called for such purpose at which a quorum is present.

4.9 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death or resignation of a Trustee (other than a Trustee appointed by the Declarant), or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancies in the Board of Trustees occurring by reason of removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. If vacancies shall occur in the Board of Trustees by reason of death or resignation of a Trustee appointed by the Declarant, such vacancies shall be filled by an appointment to be made by the Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.10 Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of

Trustees, may be taken without a meeting, if a consent in writing, setting for the action so taken, shall be signed by all of the Trustees.

## ARTICLE V

### OFFICERS

5.1 Number. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees.

5.2 Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event the Board of Trustees shall fail to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

5.3 Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Trustees of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created



offices may be filled by the Board of Trustees at any regular or special meeting.

5.6 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Trustees may require of him.

5.7 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 of Trustees.

5.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Trustees may require of him.

5.9 The Treasurer. The Treasurer shall have the custody and control of the Funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Directors. He shall perform such other duties as the Board of Trustees may require of him.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

## ARTICLE VI

### COMMITTEES

6.1 Designation of Committees. The Board of Trustees may from time to time by resolution designate an Architectural Control Committee, as provided in the Declaration, and such other committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) Trustees. No committee member shall receive compensation for

services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall report such proceedings to the Board of Trustees.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation either to the President, the Board of Trustees, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualifications, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

6.6 Informal Action by Committees. Any action that is required or permitted to be taken at a meeting of any committee designated hereunder by the Board of Trustees may be taken without a meeting, if a consent in writing setting forth the action as taken shall be signed by all of the members of such committee.

ARTICLE VII

INDEMNIFICATION

7.1 Indemnification Against Third Party Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification Against Association Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association or procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determination. To the extent that a Trustee, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.01 or 7.02 hereof. Such determination shall be made either (1) by the Board of Trustees, by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit, or proceeding, (2) by independent legal counsel in a written opinion, or (3) by the Members by a vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the Trustee, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

7.5 Scope of Indemnification. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

7.7 Payments Out of Common Expense Fund. All payments made pursuant to this Article shall constitute expenses of the

Association and shall be paid with funds provided by annual or special assessments pursuant to the Declaration.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Trustees.

8.2 Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX

RULES AND REGULATIONS

9.1 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, these Bylaws, or the Declaration. The Members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE X

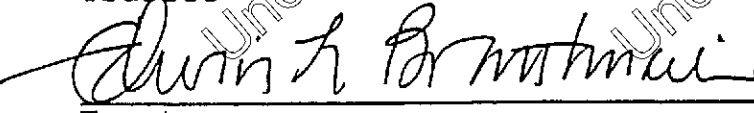
AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, or by the Declaration, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the affirmative vote of the majority of the Board of Trustees at a regular or special meeting attended by a quorum, if notice of the proposed alteration, repeal or adoption be contained in the notice of such meeting; provided that the Board of Trustees shall not be permitted to amend the Bylaws contrary to the provisions of the Declaration or the Articles of Incorporation. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of The Silvercreek Townhomes Association, have hereunto set their hands this 30 day of November, 1994.

  
\_\_\_\_\_  
Trustee

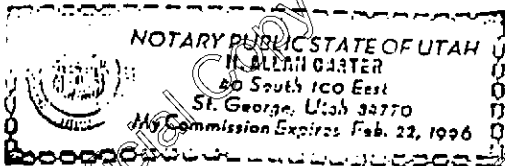
  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

ACKNOWLEDGEMENTS

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

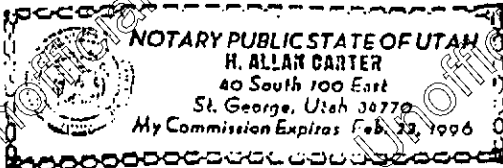
On the 30 day of November, 1994, personally appeared before me HANS R. KUHN, who, being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Silvercreek Townhomes Association, executed the within and foregoing Bylaws.



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

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

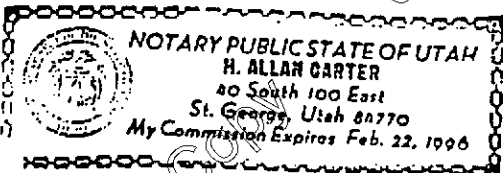
On the 30 day of November, 1994, personally appeared before me E. Blaine Webber, who, being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Silvercreek Townhomes Association, executed the within and foregoing Bylaws.



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

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

On the 30 day of November, 1994, personally appeared before me Edwin L. Braithwaite, who, being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Silvercreek Townhomes Association, executed the within and foregoing Bylaws.



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

**Adoption of Amendments to the Bylaws**  
**Rules and Regulations**  
**By the Board of Trustees**

**Amendment 1.** February 19, 2007 In accordance with Article X (Amendments), the Board of Trustees approved an Amendment to Article VI of the Bylaws to read: 6.1 Designation of Committees. The Board of Trustees may from time to time by resolution designate an Architectural Control Committee, as provided in the Declaration, and such other committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least one (1) Trustee." We felt this change from two (2) Trustees to one (1) was important to allow us more flexibility in appointing our Trustees to Committee assignments.

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**Amendment 2.** May 14, 2007 In accordance with Article IX of the Bylaws, the Board of Trustees adopted the following Rules and Regulations of the Bylaws of the Silver Creek Homeowners Association:  
**Proposal to make the following appointments as Committee Chairmen and Committee Members:**

**1. Executive/Finance Committee:**

Executive Committee: President; Vice President, Secretary  
Finance Committee: President; Vice President, Treasurer

**2. Security Committee:** Security Committee Chairman  
Clubhouse Manager, Pool Manager  
Owners Forum Committee Chairman  
President, Vice President  
Any others selected as Committee Members

**3. Clubhouse/Pool and Activities Committee:**

Clubhouse Manager  
Pool Manager  
Activities Director  
Security Committee Chairman  
Any others selected as Committee Members

**4. Landscape/Architecture Committee:**

Landscape Committee Chairman  
Architecture Control Manager  
Any others selected as Committee Members

**5. Home Owners Forum Committee:**

Homeowners Forum Committee Chairman  
Owners-Full Time Residents representative  
Owners-Part Time Residents representative  
Any others selected as Committee Members

**6. Communications Director**

Director / manager Association Communications  
Any others selected as Committee Members  
Newsletter - Association/owners communications  
Association Internet Web-site, Association Telephone answering service

Decisions by the Executive and Finance Committees requires majority vote (2-3). A dissent vote shall have the opportunity to appeal decision at next board meeting.

Decisions by the Board of Trustees requires majority vote of the Board Members in attendance at the meeting. A confirmed voice vote via Telephone/ e-mail will be accepted. A quorum of 5 members is required for any vote.



\* \* \* \* \*

**Amendment 3.** May 14, 2007 In accordance with Article IX of the Bylaws the Board of Trustees adopted the following Rules and Regulations of the Bylaws of the Silver Creek Homeowners Association:

**Silver Creek Clubhouse-Pool**  
**Rules and Regulations**

**Silver Creek Clubhouse-Pool (and adjacent recreation and common areas) Rules and Regulations:** Silver Creek Clubhouse, Hot-tub and Pools and adjacent recreation and common areas are "Private Facilities" and are for the exclusive use of the homeowners, their families, their guests and registered resident renters.

Because non-owners and non-residents unauthorized use of the Silver Creek Pool and Recreation facilities The Board of Trustees has adopted the following rules and regulation to protect the association from legal liability for such unauthorized use.

And to protect the association from legal liability from the irresponsible behavior/activities of the owners and guests (i.e. not obeying pool rules and regulations, vandalism or malicious mischief, or rude or inappropriate behavior, the wearing of improper swim attire, etc. while in or around the clubhouse/pool area).

And, for the safety and security of our homeowners and their guests the Security Committee and the Clubhouse-Pool Committee Managers are to take the following steps to assure that only qualified and registered Silver Creek Homeowners and their Guests are using the pool facilities.

**Step 1 Entry Key** - records which unit Owners/ Guests are using pool facilities.  
Entry Key must be in registered adult owners/guests possession at all times when in the pool area!

**Step 2 Homeowners/Guest Registration**  
There must be a registered responsible adult representing the owners who is responsible for activities and actions of all of the owners family members and their guests while using the clubhouse-pool area.

Except by prior arrangement through the pool manager, the number of people per Use Pass Key may not exceed eight (8) at any one time. (That includes homeowners and guests combined)

All owners/guests are required to obey pool rules and the registered responsible adult representative of the owner/family member must assume responsibility in the event of any violation of pool rules, vandalism or malicious mischief, or rude or inappropriate behavior or attire.

**Step 3 24 Hour Video Surveillance** - Confirms Owner/ Guest use.

**Owner-Guest Registration required**  
**Assumption of responsibility**

1. In order to access the Clubhouse-Pool areas the Homeowners must provide a list of "registered responsible adult" representatives, through the Homeowners Declaration Form, listing who is to be authorized as the responsible adult representing the Owners - to assure the responsible behavior and activities of owners and guests in the event of any problems, vandalism or malicious mischief, or rude or inappropriate behavior or attire while in or around the clubhouse/pool areas. Such responsible adult representatives of the owner must be over the Age of 18

2. **Authorized Homeowners/Guests Registration.** Entrance to and use of Silver Creek Clubhouse and Pool Facilities are for Silver Creek Homeowners and their Guests- only! A registered responsible adult representative must register the owner, family members and guests when entering the clubhouse-pool area. All others will be considered trespassers and will be prosecuted to the fullest extent of the law.

3. For the safety and security of our owners and guests, the premises will be under 24 hour video surveillance.

4. The registered responsible adult representative must be in attendance with the owners/guests at all times while they are in the clubhouse-pool area.

**Sample: Registration sign-in Form.** It is not necessary to list all Owners and Guests Names  
Just the Registered Responsible Adult Owner/Family Member and the Total Number in Group

Unit Number	Todays Date	Time In	Registered Responsible Adult Owners Representative	Total number of Owners/Guests

5. No more than eight (8) persons (owners and guests) shall be admitted to the clubhouse-pool area per "use pass key" at any one time, without prior authorization from the Association pool manager. The use pass key must be in the responsible registered adult representative possession at all times when in the clubhouse-pool area!

6. Owners and guests must agree to observe the written and posted clubhouse-pool rules of the Silver Creek Homeowners Association. It is the responsibility of the registered responsible adult representative to supervise and see that the clubhouse-pool rules and regulations are observed by the owners, family members and guests using the clubhouse pool facilities.

7. Owners and guests must agree to "towel dry-off" before entering clubhouse restroom areas and to help police the restrooms. Toilets must be flushed. No toilet paper or towels should be left on counter or floors. Wipe up all water splashes on counter or floors. This is necessary to provide a safe and sanitary environment for our homeowners and their guests in our restrooms.

8. Owners and guests must agree to abide by the following posted rules and regulations.

1. Elderly persons and those suffering from heart disease, diabetes or high blood pressure should consult a physician before entering the spa pool.
2. Persons suffering from a communicable disease transmittable via water may not use the spa pool.
3. Individuals under the influence of alcohol or other mind impairing chemical substances should not use the spa.
4. Bathers should not use the spa pool alone.
5. Pregnant women should not use the spa pool without consulting their physicians.
6. Persons should not spend more than 15 minutes in the spa at any one session.
7. Children under the age of 18 must be accompanied and supervised by at least one responsible adult over the age of 18 years when lifeguards are not on duty.
8. Children under the age of five years are prohibited from bathing in a spa or hot tub.
9. Running or engaging in unsafe activities or horseplay in or around the spa pool is prohibited.

9. Pool Closing Hours: Mon-Thur 10pm Fri-Sun & Holidays 11pm

The outdoor swimming pool is to remain open (heated and chemically treated) from approximately April 1<sup>st</sup> to October 1<sup>st</sup> of each year - depending on the weather. The clubhouse, indoor swimming pool, hot-tub pool and exercise facilities will remain open year-round.

10. The Lights in the Clubhouse-Pool area are programmed to turn off at the above posted closing hours.

Installed motion lights will turn on if any activity is detected in or around the pool-hot tub areas after closing hours.

Video surveillance cameras will record owner-guest violations of the pool closing hours rules.

11. Violation of the following clubhouse-pool rules can result in fines and loss of use of pool privileges!

1. If the Unit owner or their guests let someone who is not a family member or guest into the clubhouse-pool area (or let them use your entry key).
2. If the Unit owner or their guests allow children under the age of 18 to use the clubhouse-pool facilities if they are not accompanied by a registered responsible adult representative.
3. If the Unit owner or their guests allow children under the age of 5 in the hot tub pool.
4. If the Unit owner or their guests violate the no smoking, alcoholic beverages or glass containers rule in pool/hot tub areas. In the event of glass breakage in the pool areas the owner will be responsible and shall be required to pay the cost of cleaning and removal of any glass particles from the pool and for any medical expenses of anyone injured.
5. If the owners, family members or their guests violate the pool closing hours. Lights are programmed to turn off and the doors will automatically lock at the specified closing times. Motion lights will be activated to provide video surveillance of those violating pool closing hours.

12. Additional Pool rules

1. **No lifeguard is on duty:** Owners, family members and their guests must observe the rules set forth herein and those attached to the wall, doors, fences and gate of the pool-clubhouse area. The registered-authorized homeowner or registered adult family member is responsible for the safety of their family members and guests.
2. **Caution:** Water on the pool deck areas may cause you to slip and fall and cause potentially serious injury if you are not careful. Running, boisterous play or unsafe activities in the pools or hot tub areas are prohibited.
3. **Pool Attire:** Bathing suits must be worn for swimming. Cut-offs, outerwear, underwear or similar inappropriate attire is not permitted - skinny-dipping is not allowed. Children using the pools or hot tub must be toilet-trained or must wear swim diapers.
4. **Pool Toys:** No large, inflatable floats or toys are allowed in the pool when other swimmers are present. Small toddler types are allowed. Life preserver rings and life saving devices kept on hand in the pool area are to be used only in the event of an emergency. They are not toys!
5. **State Law says that Showers are mandatory** before entering swimming pools or hot tubs (for sanitary reasons). Silver Creek Pool Rules suggest that you shower again after you have oiled your skin with lotion or oils - or that you wait for a sufficient period of time - so that the lotion or tanning oils have soaked thoroughly into your skin. Lotions and tanning oils destroy the water ph balance and gum up the tile.
6. **Diving from the rock-waterfall** is prohibited! The safety and well-being of anyone jumping off the rocks is the sole and absolute responsibility of the Homeowner and/or the Registered Adult Representative who is the "responsible party" for those family members and guests using the pool swimming areas.
7. **No Pets** (dogs, cats, etc.) are allowed within the fenced pool area, indoor pool or inside the clubhouse.
8. **The swimming pools may not be reserved for private use.** Pool privileges are not included with the rental of the clubhouse area.
9. **Loss of pool entry key:** Each homeowner is assigned one pool entry key and one exercise room key. These keys are the homeowners responsibility and for their personal and family use. Your keys are not to be given or loaned to anyone who is not a registered owner-family member. Each lost entry key or a exercise room key not passed on to a new owner will cost \$100 to replace. If both keys and the plastic pool paddle are lost, there will be \$200 charge to cover the cost of replacement.

\* \* \* \* \*

**Amendment 4.** May 14, 2007 In accordance with Article IX of the Bylaws, the Board of Trustees adopted the following Rules and Regulations of the Bylaws of the Silver Creek Homeowners Association:

The Clubhouse Managers are to arrange for cleaning services for the Silver Creek Homeowners Association Subdivision Clubhouse entrance, hall and kitchen, restrooms, fitness room, and windows in the clubhouse-pool areas.

**Silver Creek Clubhouse  
Rental Rules and Regulations**

The Silver Creek Clubhouse is a "Private Facility" and is for the exclusive use Of the homeowners, their families, and their guests.

**1. Clubhouse Reservations** can be made through the Clubhouse Manager, Sidney/Gary Creer 674-0797

- (1) You must be a homeowner to rent the Clubhouse Social Events Room.
- (2) The homeowners must be present at all times during any activity or event scheduled for the clubhouse Social Events Room.

**2. Rental Fees:**

- (1) For small meetings or gatherings (under 25 people in attendance) there will be a \$50.00 fee charge to the homeowner for their use of the Clubhouse Social Events Room.  
The homeowner must be present at all times during any activity or event scheduled for the clubhouse.
- (2) For mid-size meetings or gatherings (25 to a maximum of 100 People in attendance) there will be a \$100 fee charge to the homeowner for the use of the Clubhouse Social Events Room.  
The homeowner must be present at all times during any activity or event scheduled for the clubhouse.
- (3) For all meetings or gatherings in the Clubhouse social events room - A \$100 cleaning deposit will be required. The "clubhouse renter" will receive their deposit back if it is determined after inspection by the clubhouse manager, that the Clubhouse is clean and in good order after the event or activity.

**These duties are the responsibility of those renting the events room.**

- (a) Carpets must be vacuumed and cleaned. Any soiled spots from spillage of drink, food, etc. must be spot-cleaned.
- (b) Tables and chairs must be wiped off - and returned to the storage area.
- (c) Kitchen and entry floor mopped clean and dry.
- (d) Kitchen sink, microwave, fridge, stove, oven, dishwasher and counters must be wiped clean.
- (e) Garbage cans emptied and garbage removed from premises. Clean garbage bags put in garbage cans.
- (f) When leaving the Clubhouse turn the heat down to 65 in the winter and the air conditioner up to 80 degrees in the summer. All lights must be turned off (including the restroom lights) and doors locked at the end of the activity or event. Keys must be returned to Clubhouse manager.

**3. Pool Privileges** are not included with the rental of the Clubhouse Social Events Room. This prohibition also includes the use of the pool decks and chairs.

**4. The use of Tobacco or alcohol beverages** are not allowed (wine, beer, hard alcohol drinks, etc.) in the Clubhouse. Red or other colored punches that can stain carpets are prohibited.

**5. Any damages to the Clubhouse property** will be repaired/billed to the Owner who made the reservation based on the damages incurred.

**6. Commercial or political use** of the Clubhouse by owners or their guests is prohibited.

\* \* \* \* \*

**Amendment 5.** May 14, 2007 In accordance with Article IX of the Bylaws, the Board of Trustees adopted the following Rules and Regulations of the Bylaws of the Silver Creek Homeowners Association:

**Silver Creek Clubhouse Fitness Room**  
**Rules and Regulations**

The Silver Creek Fitness Room is a "Private Facility" and is for the exclusive use of the homeowners and their guests.

**Fitness Room Rules:** For liability protection and to assure proper supervision of the exercise room facilities:

1. No Children and No Young adults under the age of 18 years of age are allowed in the Fitness Room.
2. No wet swim suits are allowed in the Fitness Room. Proper exercise clothing should be worn.
3. No Tobacco, alcohol, or food is allowed in the Fitness Room.
4. Limit use of equipment to 20 minutes if someone is waiting to have a turn.
5. Wipe off equipment after each use. Towels and disinfectants are provided!
6. Make sure lights are out and doors are fully closed and locked when leaving.

\* \* \* \* \*

**Amendment 6.** May 14, 2007 In accordance with Article IX of the Bylaws, the Board of Trustees adopted the following Rules and Regulations of the Bylaws of the Silver Creek Homeowners Association:

**Executive Committee: Management**

**1. Property Management Agreement**

The Executive Committee is to arrange for Property Management Service for the Silver Creek Homeowners Association Subdivision.

1. The Property Management Company handles all monthly collection and accounts receivable of homeowners fees and assessments.
2. The Property Management Company coordinates the year and the P&L(Profit and Loss) report with the Association Treasurer in preparation of the year end tax return.
3. Payment of Association bills to be performed by the Association Finance Committee.
4. All financial reports will be prepared by the Association Finance Committee.
5. Monthly Management Fee shall include all costs of postage and supplies, handling fees.

As a part of that agreement:

**Homeowners fees and assessments** - to be paid by homeowner.

1. Late fees: \$ 25.00 (for payments received after 10<sup>th</sup> of the month) To be implement January 1, 2008
2. Returned check policy: Checks returned for any reason will be charged a \$30.00 handling fee. To be implemented immediately.
3. Lien Policy: Property Management Company will refer any one homeowner's accounts receivable over \$500.00 to the attorney. Property owner will then be responsible for any legal fees associated with their services to collect homeowners fees or assessments. Delinquent homeowner will also be assessed a one time \$200.00 penalty fee payable to the Association. To be implemented immediately

**2. Homeowners Insurance Policy**

The Executive Committee is to arrange for Property and Casualty Insurance for the Homeowners Townhomes of the Silver Creek Subdivision. The Executive Committee is to arrange for Property and Casualty Insurance for the Silver Creek Homeowners Association Common Areas, Liability Insurance covering all the Common area and Fidelity Insurance covering the managers, Trustees, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. All insurance policies shall be reviewed at least annually by the Trustees

**For a lender** to obtain insurance information regarding home ownership or the prospective purchaser of a Unit within the Silver Creek Subdivision, they should call the Homeowners Association's Insurance Agent to obtain Association insurance coverage information: Call Allen Steadman Insur-America, Inc. Telephone 888-486-9225 (or 801/486-3000)

\* \* \* \* \*

**Amendment 7.** May 14, 2007 In accordance with Article IX of the Bylaws, the Board of Trustees adopted the following Rules and Regulations of the Bylaws of the Silver Creek Homeowners Association:

**Association Responsibility for Common Areas and Limited Common Areas  
Individual Homeowners Responsibility for their Property (Lot) and Home**

Declaration of Covenants, Conditions, and Restrictions (CCRs) The following articles of the CCRs are repeated here to provide the Homeowner assistance in interpreting the individual responsibilities cited.

Declaration: "Declarant hereby declares that all of the Properties .... shall be held, sold conveyed and occupied subject to the following covenants, condition and restrictions, easements, assessments, charges and liens, and to the Map recorded concurrently. This is for the purpose of protecting the value and desirability of the Properties..... (and) shall run with the Properties and be binding on all parties having any right, title or interest in the Properties".

**Article II - Property Rights (Refer to page 8)**

Section 1. Title to the Common Area. The Declarant will convey fee simple title to the Common Area and Limited Common Area to the Association. In accepting the deed, the Association will covenant to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and condition at all times and to operate the Common Area at its own expense in accordance with high standards.

Section 3. Limited Common Area. A Lot Owner is entitled to the exclusive use of the Limited Common Area adjacent and appurtenant thereto. The Association may adopt rules and regulations concerning use of the Limited Common Area.

Section 6. Lot. Each Lot is owned in fee simple by the Owner. However, area within the surveyed Lot boundaries but outside the originally constructed Townhome walls shall be treated as Limited Common Area for use purpose, and as exterior area for maintenance purposes.

**Article V - Insurance. (Refer to Page 8)**

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement, then the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair. In the event that the Association is maintaining blanket, casualty and fire insurance on the Townhomes, (and we are) the Association shall repair or replace the same to the extent of the insurance proceeds available.

The Association declares that the Homeowner and/or the Homeowner's supplemental insurance policy (contents policy or other appropriate policy) shall be responsible for payment of any deductible (There is a \$10,000 deductible in the Master Policy) for any insured loss resulting to that Owner's Townhome.

Coverage under the Homeowners policy through the Association is defined as covering the structure of the home from the "studs out". The Homeowners supplemental policy should cover the interior furnishings and contents of the home from the "studs in". This includes everything inside the home walls (the studs) such as sheetrock, cabinets, carpets, tile floors, furniture, paintings, appliances, water heater, furnace, etc. In other words, it is not a part of the "structure of the house". Please refer the Association Policy information to your personal insurance agent ([www.sgsilvercreek.com](http://www.sgsilvercreek.com) - legal stuff) if you have any questions.

**Article VI - Architectural Control Committee. (Refer to Page 9)** No structure, building, fence, wall or addition, commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration to any Lot or Townhome be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to an approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees, or, if such a committee is in existence, by an Architectural Control Committee.

The Association declares this to mean that each homeowner is responsible for all care, maintenance and repair of any side walls between Townhomes whether built by the developer or constructed later. The Homeowners Association has the responsibility for the repair and maintenance of the perimeter walls surrounding the subdivision and/or the back walls dividing each Townhome - if due to improper construction and/or maintenance. This includes repair to the wall itself, but does not include painting or patching of the wall facing the interior of the homeowners' lot. Such painting or patching shall be the homeowners responsibility. The Association may, in the default of the Owner to perform maintenance which is the Owner's responsibility, provide exterior maintenance upon each Townhome and/or Lot as deemed by the Association to be required. The cost of such maintenance shall be assessed against the Lot or Townhome.

**Article VII - Exterior Maintenance (Refer to Page 9)**

**Section 1. Exterior Maintenance by Owner.** Each Owner shall be responsible for maintenance to the exterior of the Townhome owned. The Trustees shall, however, in the default of the Owner to perform maintenance which is the Owner's responsibility, provide exterior maintenance upon each Townhome and Lot as deemed by the Association to be required. The cost of such maintenance shall be assessed against the Lot or Townhome.

The Association declares this to mean that the each homeowner shall be responsible for the care, maintenance, patching, painting, repair, etc. to the exterior of their Townhome. This includes exterior walls, roofs, decks, porches, overhangs, driveways, etc. The Association may, in the default of the Owner to perform maintenance which is the Owner's responsibility, provide exterior maintenance upon each Townhome and/or Lot as deemed by the Association to be required. The cost of such maintenance shall be assessed against the Lot or Townhome.

**Section 8. Planting and Gardening.** (Refer to Page 10) No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Trustees.

The Association declares this to mean that any extensive planting or gardening beyond that which was done by the contractor when the home was built or that which was later approved by the Association Landscape Committee - must have Landscape Committee approval before proceeding. The aforementioned restrictions shall not be deemed out of compliance for a homeowner to plant small annuals or perennials in the front or back yards. The homeowner may also weed or trim existing plants keeping all vegetation surrounding the property in harmony with the development as to nature, kind, shape, height and color. However, no large plants or trees shall be planted without prior approval of the Landscape Committee. Approval of slow growing shallow rooted trees such as Live Oak, Carolina Cherry, Japanese Privet or Palms will be considered. In the event the Landscape Committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and compliance with this article will be deemed to have been made.

The Association declares this to mean that the homeowner is responsible for any replacement of dead plants in the front or back yards. All replacements must be approved by the Landscape Committee and must be in keeping with current landscape as to kind, shape, height and color. All original trees or large plants in the front yards less than ten (10) years old will receive an allowance based on kind and size of tree or plant, to be paid to the homeowner. Each homeowner is responsible for arranging the replacement. The Landscape Committee can, at the homeowners' request make arrangements for said replacement through the landscape contractor. The desire of the Homeowner to replace a bush or tree for ascetic reasons is not covered under this provision.

The homeowner is not allowed to adjust or change the sprinkler systems as to time or amount of water. The Homeowner can request changes to the sprinkler system to the Landscape Committee. The Committee will review the change and if necessary contract the landscape contractor to effect the change. Any Hose watering should be done only in the winter and only for trees and large shrubs.

**The Board of Trustees confirms the above Declaration of Covenants, Conditions, and Restrictions (CCRs) and the Amendments and declarations thereto, and makes them a part of the By-Laws of the Silver Creek Homeowners Association and unanimously adopted the above amendments as set forth herein as part of the By-laws Rules and Regulations of the Silver Creek Homeowners Association.**

## 8. Amendments to the Bylaws Rules and Regulations

**Amendment 8. September 17, 2007** In accordance with Article X (Amendments), the Board of Trustees approved the following Amendment to the Bylaws of the Silver Creek Homeowners Association.

**(8) 9-17-07 Miscellaneous Association rules and modifications or clarifications of previous rules and regulations .**

[1] Clubhouse use by Board members, officers and managers and committee members of Silver Creek Homeowners Association. In order to attract and motivate Silver Creek Homeowners to serve as Trustees, Managers, and Committee members, the Board of Trustees approved the proposal that we allow Trustees, Managers, and Committee members the use of the Silver Creek Clubhouse for one day/evening per year without a Clubhouse charge to them. A clearing deposit would still be required and the rules for use of the Clubhouse would still apply to them, their family members and guests. This proposed "free use" of the clubhouse would be non-transferable and for the exclusive use of the Trustee/committee member, family members and guests. The Trustee/committee member must be present at all times during said scheduled event.

[2] Election of Board of Trustee Members. The Board of Trustees approved the proposal that the nominations for Trustees be made with the understanding that they would serve in specific Committee Chairmen, Officers, or Managers positions upon election.

[3] The use of alcohol beverages in the Clubhouse. The Board of Trustees approved continuing the present stated policy of Alcohol Use to reduce potential Liability problems against Silver Creek Homeowners Association.

[4] Pool Key Replacement costs. The Board of Trustees approved the proposal that key replacement costs be modified as follows: Each homeowner is assigned one pool entry key and one exercise room key. These keys are the homeowners responsibility and for their personal and family use. Your keys are not to be given or loaned to anyone who is not a registered owner-family member. Each lost entry key or a exercise room key not passed on to a new owner will cost \$30.00 to replace. If both keys and the plastic pool paddle are lost, there will be \$80.00 charge to cover the cost of replacement.

[5] Parking: This proposal was previously approved by the Executive Committee. The Board of Trustees approved the proposal that the Silver Creek CCRs Article III - Use Restrictions Section 7 be clarified as follows: . This proposal was previously approved by Executive Committee. "No motor vehicle which is inoperable shall be allowed within the Properties, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the owner's expense. If parking spaces are designated on the Plat with numbers corresponding to Lot numbers, each such space is for the exclusive use of the Lot Owner with the corresponding number. If parking areas are not designated on the Plat with Lot numbers, the Trustees may assign vehicle parking space for each Lot. Parking spaces within the Properties shall be used for parking of motor vehicles actually used by the Owner or his immediate family or guests for personal use and not for commercial use, and for guest parking. Recreational vehicles, boats, travel trailers and similar property may not be parked within the Properties unless permitted by rule of the Association." The Board of Trustees hereby affirms the approval by the Executive Committee of the proposal.

"Each Homeowner has a two car garage and a designated two car "parking space" driveway as set forth on the subdivision survey Plat map. This is the owner's official vehicle parking space. This provides parking for homeowners of up to four (4) cars or vehicles per unit. Although it is sometimes inconvenient, we suggest that resident homeowners and homeowners using their Silver Creek Home as a vacation home, park their vehicles in these designated parking areas - and not park on the street. Guest parking is limited to 72 hours (3 days) and guests should use these designated homeowners parking areas when possible - otherwise they can park in front of the homeowners residence - being careful not to infringe on their neighbors front yard and driveway. Recreational vehicles and their trailers, boats, motor homes and travel trailers, etc. of the homeowners or guests have the same 72 hour limit as guest parking."

[6] Bulletin Board Use Rules: This proposal was previously approved by the clubhouse/Pool Committee.

1. Postings may be by Homeowners only.
2. Arrangements for access to the Bulletin Board may be made through the Activities Director or the Pool Manager .
3. The bulletin board is available to the Silver Creek Homeowners and may only be used to advertise personal items for sale or give-away, family activities, or information that may be of interest to other Silver Creek Homeowners.
4. No commercial or business advertising (for profit) may be placed in the bulletin board.
5. Postings must be initialed and dated by the clubhouse/Pool Committee managers - and may not remain on the board for more than 30 days.

[7] Pool Violations Report: This proposal was previously approved by Security and the Clubhouse/Pool Committee.

On May 14, 2007, the Board of Trustees adopted Amendment 3 of the Silver Creek Townhomes Bylaws Rules and Regulations: The following are pertinent to this notice. Silver Creek Hot-tub and Pools "Private Facilities" and are for the exclusive use of the homeowners, their families, their guests and registered resident renters. Because non-owners and non-residents unauthorized use of the Silver Creek Pool and Recreation facilities, the Board of Trustees has adopted rules and regulation to protect the association from legal liability for such unauthorized use, and from the irresponsible behavior/activities of the owners and guests (i.e. not obeying pool rules and regulations, vandalism or malicious mischief, or rude or inappropriate behavior, the wearing of improper swim attire, etc.) while in the clubhouse/pool area. It is the responsibility of the registered responsible adult representative to supervise and see that the clubhouse-pool rules and regulations are observed by the owners, family members and guests using the clubhouse pool facilities.

**You have been found to be in violation of Silver Creek Pool rules and regulations for the following violation(s).**

The recorded key entry access to the pool area and our video surveillance cameras shows that you, (Owners name) \_\_\_\_\_  
Unit # \_\_\_\_\_ or your family members and/or your guests entered the pool area on (Date) \_\_\_\_\_, at (time) \_\_\_\_\_ and the following  
pool violations were noted.

[ 1 ] **Failure to register upon entering the pool area.** The registered responsible adult representing the owners failed to register family and  
guests at the "registration desk" before using the pool facilities.

[ 2 ] **Non-emergency exit from pool area through "emergency exit" gate and/or the opening of the "emergency exit" gate to let someone  
into the pool area.** The recorded key entry exit access from the East "emergency exit" pool area gate and our video surveillance cameras shows that  
you, or your family members and/or your guests improperly used the "emergency exit" gate to \_\_\_\_\_ (a) leave the pool area, \_\_\_\_\_ (b) let someone into  
the pool area through the "emergency exit" only gate.

[ 3 ] **Unaccompanied children under the age of 18.** According to our video surveillance cameras it appears that children under the age of 18  
were using the pool but were not accompanied and supervised by a "registered responsible adult" over the age of 18 years.

[ 4 ] **Children under the age of five were in the spa/hot tub.** According to our video surveillance cameras it appears that children under the  
age of 5 were in the spa/hot tub.

[ 5 ] **Violation of Pool Closing Hours: Mon-Thur 10pm Fri-Sun 11pm.** According to our video surveillance cameras it appears that family  
members or guests were still using the pool facilities after the posted closing hours.

[ 6 ] **Violation of Pool Closing Hours:** According to our key entry access and our video surveillance cameras it appears that family members  
or guests improperly and illegally entered (i.e. climbing over the fence, etc.) the pool facilities.

[ 7 ] **Unsafe activities or improper pool attire.** According to our video surveillance cameras it appears that family members or guests were  
(a) running, or engaged in boisterous play or unsafe activities in the pools or hot tub areas or \_\_\_\_\_ (b) wearing improper swimming attire (Cut-offs,  
outerwear, underwear or similar inappropriate attire) or \_\_\_\_\_ (c) small children were observed using the pools not wearing appropriate swim diapers.

[ 8 ] **Diving from the rock-waterfall** According to our video surveillance cameras it appears that family members or guests were observed  
diving off the rocks of the pool waterfall area.

[ 9 ] **Smoking, alcoholic beverages, glass or other breakable objects.** According to our video surveillance cameras it appears that family  
members or guests were observed \_\_\_\_\_ (a) smoking, \_\_\_\_\_ (b) drinking alcoholic beverages, or \_\_\_\_\_ (c) using glass or other breakable objects while in the  
pool area.

Your pool privileges have been temporarily suspended. Please contact Security or the Pool Manager to review the above checked violations!

Pool privileges may be revoked for any homeowner, family members or guests for violating the above rules and regulations.

1<sup>st</sup> Violation (warning), 2<sup>nd</sup> Violation (30 days suspension of pool privileges),

3<sup>rd</sup> Violation (90 days suspension of pool privileges), 4<sup>th</sup> Violation (one year suspension of pool privileges)



IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing Bylaws Rules and Regulation dated November 30, 1994, Signed by the Trustees and Notarized (Consisting of pages 1 thru 15) and the Adopted Amendments to those Bylaws (Amendments 1 dated February 19, 2007) (Amendments 2 thru 7 dated May 14, 2007) and (Amendment 8 dated September 17, 2007) consisting of pages 16 thru 24 were approved by unanimous vote of the Trustees on the dates indicated and are hereby declared to be official amendments to the Bylaws.

DATED THIS 4<sup>th</sup> day of October, 2007.

Donald E. Toomey

By: Donald E. Toomey President

Silvercreek Townhomes Homeowners Association

1732 West 540 North HOA Box #163

St George, Utah 84770

**ACKNOWLEDGMENT**

State of Utah  
County of Washington  
On this 4 day of Oct 2007, Donald Toomey  
personally appeared before me,  
 who is personally known to me,  
 whose identity I verified on the basis of UTDL  
 whose identity I verified on the oath/affirmation of \_\_\_\_\_  
a credible witness,  
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.  
Lisa R. West Notary Signature  
My Commission Expires: 12-5-09

