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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CREEKSIDE TOWNHOMES SUBDIVISION**

By ZJM [Signature]
14p.

THIS DECLARATION is made this 7th day of October, 2009 by Angie Kilpatrick, hereinafter referred to "Declarant."

WHITNESSETH:

WHEREAS, Declarant is the owner of certain property (herein the "lots") in Midvale City, Salt Lake County, State of Utah more particularly derives and follows:

All of Lots 1 thru 6 and all common area of the Creekside Townhomes Subdivision, according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarant intends that the lots, and each of them, together with the Common Area as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the easements, restrictions, covenants, and conditions, which shall run with the Lots, and be binding on all parties having any right, title and interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL**

SECTION 1. The Architectural Control Committee shall be composed of the members chosen by the Declarant. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event of the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been

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submitted to and approved in writing as to the harmony of external design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. Quality. This development is located within the Transit Oriented Development Zone and therefore has very specific building and development standards as specified by the Architectural Control Committee and Midvale City :

A. Lot Use. No Lot shall be used except for residential purposes.

B. Development standards.

A. Setbacks. New development shall comply with the following setbacks:

1. **Front.** The minimum front yard setback is fifteen feet, which shall include a sidewalk of ten feet in width and a five-foot park strip, which shall incorporate tree wells, street furniture and planter boxes. The front yard setback is measured from the back of curb.

a. **Corner Lot Rule.** Corner lots have two front yards.

b. **Projections.** Sills, cornices, chimneys, flues and ornamental features may project into the front yard up to two and one-half feet, provided it does not impede pedestrian traffic on the sidewalk. Eaves, awnings and arcades may project into the front yard up to eight feet so long as these elements are at least eight feet above the ground and do not impede pedestrian traffic on the sidewalk.

c. The structure may be set back an additional fifteen feet to allow for the inclusion of a courtyard.

2. **Rear.** There is no rear yard setback for multi-family development except as required by the International Building Code and landscape buffers.

3. **Side.** There is no side yard setback for multi-family development except as required by the International Building Code and landscape buffers.

4. **Single Family Setback.** The minimum setback from the property line, when adjacent to a single family residential zone, is fifteen feet, subject to the following exceptions:

a. Three-story structures must be set back thirty-seven feet; four-story structures must be set back sixty-six feet; and five-story structures must be set back eighty-three feet.

b. **Projections.** Sills, cornices, chimneys, flues, eaves, and ornamental features may project into the rear yard up to two and one-half feet.

c. **Stairs and Balconies.** Outside stairways and balconies may project into the rear yard up to three feet.

5. Each unit shall have access to a common area of at least three hundred square feet in size for each unit adjacent to said space, or a private yard of at least three hundred square feet in size shall be provided at the rear of each structure.

B. Build-to Line. The front yard setback is the build-to line. At least fifty percent of the front elevation must be built within three feet of the build-to line.

C. Height. The maximum height for a residential structure is five stories. When a residential structure is located within sixty-five feet of a single family structure, the maximum height of the structure or portion of the structure is three stories.

D. Building Orientation and Scale. Residential and accessory structures shall be oriented and scaled as follows:

1. Dwellings shall be serviced by a local street, an access road or drive, or an alley and shall not gain access from a collector or arterial street. Dwellings that front a courtyard, paseo, or common open space/recreation area are encouraged.

2. Buildings shall be arranged and situated to relate to surrounding properties, to improve the view from and of buildings and to minimize road area.

3. Ground floor pedestrian entrances must be oriented toward adjacent streets, plazas, courtyards, sidewalks and trails.

4. Buildings shall be designed to minimize pedestrian and automobile conflict while providing pedestrians direct access to a sidewalk or trail.

5. Massing should be divided into rhythmic blocks to bring the design of the unit much closer to the human scale and to create a pedestrian-friendly atmosphere.

6. Long building rows without varying setbacks or building mass should be avoided to prevent wind tunneling and long-term shadow casting.

7. Building planes shall incorporate varying heights, textures, shapes or colors to mitigate the visual impact buildings have on the public realm.

8. Building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

9. The landscaped setback is the build-to line for buildings adjacent to a public right-of-way. At least fifty percent of the front elevation must be built within three feet of the build-to line.

E. Floor Area Ratio. For development of medium and high density residential uses, the maximum FAR is 1.5.

F. Floor and Deck Height. The following floor and deck heights apply to all structures:

1. Main Floor. The main floor of all residential units shall be no less than two and one-half feet above finished exterior grade.

2. Basement Floor. The basement floor of all residential units shall be no closer than four feet to finished exterior grade.

G. Stories. All building types must be from one to five stories.

H. Proximity. There shall be a minimum separation of twenty feet between all habitable structures. Building separation may be reduced as follows if building code requirements are met: ten feet between one-story structures; fourteen feet between two-story structures; and eighteen feet between three-story structures.

I. Fencing. Fencing in residential developments shall not exceed six feet in height in the rear and side yards. Fencing in a front yard is prohibited. Fencing located in the sight distance triangle shall not exceed three feet in height. The fencing of private yards shall be accomplished in a manner that does not create areas of common space that are unusable, inaccessible, or hidden from other residents of the project. Barbed or razor wire is prohibited.

J. Landscaping.

1. Landscaping Required. Twenty percent of the interior of the development area is to be landscaped. The required open space may be landscaped to comply with this requirement. Landscaped areas shall not be less than five feet wide. Building foundation landscaping is not interior landscaping. A minimum of ten feet between the side yard and the abutting property line must be landscaped when the side or rear yards are in public view. Yard and setback areas visible from street access, including park strips, that are not utilized as approved parking or access for vehicles, trailers, etc., shall be landscaped. Landscaping shall include the treatment of the ground surface with live materials such as, but not limited to, sod, grass, ground cover, trees, shrubs, vines and other growing horticultural plant material. In addition, a combination of xeriscape plantings and designs that may include other decorative surfacing such as bark chips, crushed stone, mulch materials, decorative concrete or pavers shall also meet landscaping requirements.

Structural features such as fountains, pools, statues, and benches shall also be considered part of the landscaping, but such objects alone shall not meet the requirements of landscaping.

2. Installation Time Frame Requirements. Landscape materials must be installed by the Developer within six months of occupancy of all new residential structures.

3. Maintenance. Creekside Property Owners Association, Inc. shall be responsible for the continued proper maintenance of all common area landscaping materials. Landscaping shall be maintained in good condition so as to present a healthy, neat, and orderly appearance at all times. Landscaping shall be mowed, groomed, trimmed, pruned and watered according to water-wise conservation guidelines to maintain healthy growing conditions and not detract from the appearance of the immediate neighborhood. Landscaping shall be kept visually free of insects and disease, and shall be kept free from weeds and other volunteer plants. Irrigation systems shall be maintained so as to eliminate water loss due to damaged, missing, or improperly operating sprinkler system components. All unhealthy or dead plant material shall be removed or replaced within six months, or the next planting period (spring or fall), whichever comes first, while other defective landscaping features shall be removed, replaced or repaired within three months. Permanent, semi-permanent, and regular parking on landscaped areas is prohibited.

4. Hazards. Landscaping shall be maintained to minimize property damage and public safety hazards, including the removal/replacement of dead or decaying plant material, removal of low-hanging branches and those obstructing street lighting, sidewalks and traffic sight distance requirements. Trees planted in the public right-of-way must be selected from the city's street tree selection guide. In the event a tree, shrub, or other plant causes damage to streets, sidewalks, trails, or other public improvements, the community development director and/or public works director or designee may order the removal of the offending vegetation and/or other landscape features

5. Building Foundation Landscaping. The ground adjacent to the building foundation must be landscaped if it is visible from public vantage points. The landscaped area must be at least three feet in width and is to be maintained by the individual property owners and not the Creekside Townhomes Property Owners Association, Inc..

6. Plant Materials. Areas requiring landscaping shall be planted with substantial live plant material including: plants, shrubs, trees, sod, etc., for the purpose of buffering, screening, and improving the visual quality of the site.

a. Minimum Number of Trees. A minimum of one tree for every four hundred square feet of landscaping is required for all landscaped areas. Street trees may be included in calculations in order to meet this requirement.

b. Types of Vegetation. At least twenty-five percent of trees and shrubs must be evergreen. Up to twenty-five percent of the landscape area can include specialty paving, street furniture, and outdoor seating areas. Trees that are planted in the park strip shall meet the specifications described in the Street Tree Selection Guide of Midvale City.

c. Size of Trees. The following standards apply to the use of plant and tree material:

i. Deciduous Trees. All deciduous trees shall have a minimum caliper size of two inches.

ii. Ornamental Trees. All ornamental trees shall have a minimum caliper size of one and one-half inches.

iii. Evergreen Trees. All evergreen trees shall have a minimum height of six feet.

K. Characteristics of Housing Product.

1. There shall be at least two different types of housing models. Each housing model shall have at least three characteristics which clearly and obviously distinguish it from the other

housing model, such as different floor plans, exterior materials and colors, roof shapes, garage placement, window size/proportion/pattern, placement of the footprint on the lot, and/or overall building facade design.

3. Street-Accessed Garages. Only a maximum of fifty percent of street-accessed garages shall have garage doors facing the street with the balance being alternative side- or rear-loaded and/or detached rear yard garages, etc., except that all opposing block faces shall duplicate the opposite side of the street; only front driveway block faces will face each other; only alley-loaded block faces will face each other. Each such alternatively loaded garage plan will constitute a distinct model for the purposes here.

4. Single Family Attached (Townhouse Style). The development of contiguous townhouses is limited to groupings no larger than eight units each.

L. Medium and High Density Residential Architectural Requirements.

1. Residential Architectural Standards. All new residential development must present an attractive streetscape, incorporate architectural and site design elements appropriate to a pedestrian scale, and provide for the safety and convenience of pedestrians. All new residential development shall comply with the general architectural standards for the transit-oriented development zone and with each of the following architectural standards:

a. Materials. All single family detached, attached, or other multi-family residential units, including combinations that appear to be a single large house, shall include a substantial use of brick, cultured brick, natural or cultured stone, wood or synthetic wood products.

b. Base Materials. Each structure shall have a base or foundation with a minimum height of one-third the overall height of the structure. The base or foundation shall extend beyond the plane of the wall above it, creating a larger mass at the base of the building. The planning commission may allow for minor deviations to allow this base to terminate at visual breaks in the architecture, and the planning commission may approve alternative materials that are the qualitative equivalent of brick, cultured brick, or natural or cultured stone.

c. Brick and Rock Pattern. Ledge stone, uncoursed ledge rock, random or coursed ashlar Flemish bond, English bond, common bond, running bond or drystack patterns shall be used for finished brick, rock and stone work. Herringbone, basketweave, vertical stack, stack bond, uncoursed roughly squared, and other vertical, irregular, or diagonal masonry patterns or vertical, non-alternating bond courses may be used only as an accent. Other masonry patterns shall not be used on vertical surfaces except as expressly authorized by the planning commission.

d. Stucco. The use of stucco should be limited to architectural relief and shall not exceed twenty-five percent of a front elevation or fifty percent of any elevation. The planning commission may determine, on a case-by-case basis, that the architectural detail and excellence of a structure is such that the use of stucco in excess of this standard is warranted.

e. Prohibited Materials. Vinyl and aluminum siding products are prohibited as wall materials.

f. Color Scheme. The use of a single color scheme, minimal detailing, or blank (or largely blank) walls is not permitted. The use of exterior staircases is discouraged. Earth tone colors shall be used with the building materials.

g. Building Massing. Buildings that are uniformly three stories or more must step the roof form or interrupt it with other roof elements. The building mass of the elevation can be reduced by off-setting dwelling units, and varying building setbacks and heights.

h. Openings. Not less than twenty-five percent of any front or rear building face shall be made up of window or door areas. Not less than fifteen percent of any side building face shall be made up of windows or door areas unless an adjacent building within twenty feet of that side face obscures the majority of that side face from public view.

i. Protruding Features. Bay windows and other architectural elements protruding from the facades may be clad in other materials.

j. Miscellaneous. Security devices shall have materials and colors that complement the building's architecture and building materials. Accessory structures shall be architecturally compatible with the primary development. Satellite dishes should be placed on the roof of a building, should be wired for use during construction, and shall not be placed within the public view or on the first floor of any building.

2. Roof Form. Roof forms shall be designed in ways and/or used in combinations to break up large, continuous building forms, particularly for cluster and multiple-dwelling structures. Where flat roofs are used, other techniques to provide scale and interest shall be used to refine large, continuous building forms. Long unbroken ridge or parapet lines are prohibited.

a. Generally, for structures lower than forty feet high, gable or hip roofs are preferred for the primary roof form. The primary gable roof slope shall not be less than 5:12 and not less than 6:12 for single family or duplex residences.

b. Secondary roof structures such as porch roofs, roofs over bay extensions, bay windows, etc., may include other roof forms such as shed roofs, and hip roofs in combination with gable roofs. However, the secondary roofs shall be consistent or complementary with the primary roof form. Secondary roofs that slope should not be less than 4:12. Flat roofs may be also appropriate for small areas.

c. Front Entry Feature. All dwelling units or residential buildings shall have an exterior entry that is a prominent, architectural focal point directing people into the unit or building. This feature shall relate to the architecture of the structure and may include porches, stoops, roofs, etc.

d. Garages. Garage doors must be set back a minimum of twenty feet from the property line or sidewalk, whichever is greater, if off-street parking is to occur in the driveway. In all cases where garage doors face a street, the garage door shall be recessed a minimum of two feet behind the front line of the building living area (porches, bay windows, and similar projections not included). The style, materials, colors and roofs used in the construction of accessory structures, including garages and carports, shall be architecturally compatible with the primary structures.

3. Parking Enclosures. Parking enclosures/structures should be constructed within the same structure as the dwelling units whenever possible. Parking enclosures/structures shall be held to the same architectural standards as the residential structures.

M. Screening. Trash collection and recycling areas, service areas, mechanical equipment and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof.

1. For residential structures, roof-top mechanical equipment, vents, flues, fans and other pieces of equipment shall be screened and/or organized to leave sloped roofs as simple and uncluttered as possible, or, where roofs are flat, to be screened from view of a pedestrian at the far side of the adjoining right-of-way or one hundred feet from the front property line, whichever is less. Where such appurtenances are visible, they shall be painted a color that matches the roof color or other architectural features so that their visual impact is minimized.

2. Refuse containers shall be screened from view on all sides. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof. Screening fences, walls and/or plantings shall be one foot higher than the object to be screened. An opaque gate shall be included where required to complete screening.

N. Accessory Structures (Unoccupied). New development of an accessory structure intended for storage and not for human occupancy is an allowed use and shall meet the following development standards:

1. Proximity. An accessory structure must be located no less than six feet from the main building.
2. Setbacks. The accessory structure must be located in either the rear or side yard with a five-foot setback, except an accessory structure located at the front yard setback of an adjacent corner lot must be at least fifteen feet from the corner lot line. If building code requirements can be satisfied, the side and rear setback may be reduced to three feet.
3. Height. Accessory structure height may not exceed twenty feet to the midpoint for a sloped roof and sixteen feet to the cornice for a flat roof.
4. Stories. An accessory structure may range from one to one and one-half stories except that an accessory structure may not exceed the height of the main structure.
5. Building Area. The maximum area of an unoccupied accessory structure is the greater of nine hundred square feet or thirteen percent of the lot area.

SECTION 2. Dwelling size. (The requirements below are exclusive of open porches and garages.)

Rambler:	1200 Sq. Ft. main level.
Tri-level:	1300 Sq. Ft. minimum finished square feet constituting the combination of the main level and upper level.
Two Story:	1300 Sq. Ft. total of both levels.

SECTION 3. City Ordinances. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Midvale, Salt Lake County and the State of Utah which may apply, including without limiting the generality of the forgoing, all zoning and land use ordinances.

SECTION 4. Easements and Right of Way. Easements for all installation and maintenance of utilities and the right of way of the Jordan & Salt Lake Canal are reserved as shown on the recorded plat. Within the utility easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. An easement granted by the Jordan & Salt Lake Canal Company is designated within the encroachment area of the Jordan & Salt Lake Canal Right-of-Way and granted in favor of the Creekside Townhome Property Owners Association, Inc. as noted on the plat. A 6' chain link fence with slats may be placed along the north boundary of the specified encroachment area of the Jordan & Salt Lake Canal Right-of-Way as well as a gate at the north end of the private street to provide access to the canal. The encroachment area may be landscaped with sod and access for maintenance is granted. The Developer will be responsible for the installation of these improvements and the Creekside Townhome Property Owners Association, Inc shall maintain these improvements. The residential common street and driveways that provide ingress & egress to Lots 1 thru 6 as noted on the final recorded plat shall be installed by the Developer. . The residential street and common driveways shall be maintained according to the By Laws of the Creekside Townhome Property Owners Association, Inc. thus recorded. The Creekside Townhome Property Owners Association, Inc. shall provide a cross easement agreement in favor of the Jordan and Salt Lake Canal Company to provide ingress and egress for maintenance of the Canal.

**BYLAWS
OF
CREEKSIDE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC.
A Non-Profit Corporation of the State of Utah**

Pursuant to the provisions of the Utah Revised Non-Profit Corporations Act, the Board of Trustees of Creekside Townhomes Property Owners Association hereby adopts the following By-Laws of Creekside Townhomes Property Owners Association.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.1 Name. The name of the corporation is "Creekside Townhomes Property Owners Association, Inc." and it is referred to below as the "Association."

1.2 Offices. The initial office of the Association will be that of the Declarant Angie M. Kilpatrick located at 14728 pristine Drive, Draper, Utah 84020.

**ARTICLE II
MEMBERS AND MEETINGS**

2.1 Membership. In accordance with the Declarations of Covenants, Conditions & Restrictions of the Creekside Townhomes Subdivision on file with the Salt Lake County Recorder's Office and the corresponding Amendments thereto (hereinafter "the CC&Rs"), the Members of the Association shall be the owners of Lots as such Lots are now currently or record in the Salt Lake County Recorders office and any other such property as may be amended or annexed thereto from time to time. Membership is deemed an appurtenance to each Lot, and shall pass automatically to the owner or each Lot upon conveyance of title.

2.2 Annual Meetings. The annual meeting of the Members of the Association shall be held on the first Monday of February at 6:00 at the offices of the Association, beginning in the year following the year in which the Association is incorporated. The Board of Trustees may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is the election of Officers and Trustees, and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting. The Trustees may change the date, time and place of the annual meeting as they see fit by formal resolution.

2.3 Special Meetings. Special meetings of the Members may be called by the Board of Trustees or by the President as they see fit, or by the members of the Association representing not less than 51% of the total voting power within the Association. Any notice of special meeting shall state the time, place, and date of the meetings, and the matters to be considered at that meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing, and delivered to the President.

2.4 Place of Meeting. All meetings will be held in Midvale, Utah, unless the Members have authorized a meeting to be held elsewhere by written waiver.

2.5 Notice of Meeting. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than 60 but less than 30 days prior to the meetings. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Secretary of the Association as the agent for the Member. Only one notice will be mailed for each Lot. If there are multiple owners of a Lot, they must designate one of them to receive the notice of the meeting on their behalf.

2.6 Members of Record. Upon purchasing a Lot in the Subdivision, each owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Lot. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than 60 days not less than 30 days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum, and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires his or her Membership subsequent to the record date from voting the interest of his predecessor under a written proxy.

2.7 Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast at least 51% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum, may continue the meeting to a later date set by those Members present within 30 days. Notice of the continued meeting will be sent to the Members providing at least 5 days notice of the new meeting. At any continued meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the re-convened meeting.

2.8 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the member as shown on the records of the Association. When a Membership is jointly held, the proxy must be signed by all the joint owners of the membership. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.9 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member will be entitled to cast one vote for each Lot that he or she owns, except that Declarant or its assigns will be entitled to cast three votes for each Lot that it owns. Lots with multiple owners will be entitled to only one vote for that lot, and in the event that the multiple owners of that Lot are not able to agree on how to cast the vote, no vote will be cast. If only one of the multiple owners is present at the meeting, the other owners are deemed to have consented to that owner voting the interests of that Lot. In the event of Lots held subject to Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have

no right to vote; provided however that when a Lender has taken possession of any Lot, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor, and shall then be entitled to cast that vote.

2.10 Simple Majority. Unless a greater vote is required by the CC&Rs, any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the votes entitled to be cast by members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the Officer conducting the meeting shall determine.

2.11 Waiver of irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.12 Official Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if Members holding a majority of the total voting power within the Association consent the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III BOARD OF TRUSTEES

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, by these Bylaws, or the CC&Rs, provided however, that those powers which are specifically reserved to the members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate to the Officers, managers, or others such of its powers as are appropriately delegated.

3.2 Number and Tenure. There shall be three Members of the Board of Trustees until the first annual meeting of the Members. Thereafter there shall be five members of the Board of Trustees. They shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until their successors have been elected and assumed office. Immediately after the election of the Board of Trustees by the Members at the first annual meeting, the Trustees shall, by drawing Lots, divide themselves into terms of one, two and three years. Thereafter, at each annual meeting, only those Trustees whose terms have expired will stand for election. Trustees need not be residents of the State of Utah.

3.3 Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within the 25 days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting. The Trustees may meet as often as they see fit, and as required by the law or the Articles for purposes of approving annual reports, tax returns, and similar matters. Special meetings may be called by the President or by a majority of the Board by giving notice to the other board members. Notice of Board meetings will be given in writing or by telephone not more than 15 days and not less than 5 days prior to the date of the meeting.

3.4 Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may only be taken by formal action of the Board, and no individual Trustee shall have the authority to act on behalf of the Association.

3.5 Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new Board, or submit the matter to the Members for determination.

3.6 Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, may be reimbursed by the Association.

3.7 Resignation or Removal. Any Trustee may resign at any time. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of members holding at least 75% of the total voting power of the Association at a regular or special meeting called for that purpose.

3.8 Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.

3.9 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by a majority of the Board, and further provided that all of the Trustees must have been given an opportunity to approve or reject the action. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

ARTICLE IV OFFICERS

4.1 Number. The Officers of the Association shall consist of at least a President, Vice President, and a Secretary/Treasurer. The Board may establish such other Officers as it deems appropriate.

4.2 Appointment, Tenure. The Officers of the Association will be appointed by the Board of Trustees at their annual meeting, and all Officers will serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose.

4.3 Duties of the President. The President shall preside at meetings of the Board of Trustees and at meetings of Members. He shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day to day operation of the Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.

4.4 Duties of the Vice President. One or more Vice Presidents will perform the duties of the President if the President is not available, and shall perform such other duties s designated by the Board.

4.5 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these By-Laws, to file annual reports, and to perform all other assignments of the Board.

4.6 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.

ARTICLE V INDEMNIFICATION

5.1 Indemnification Against Third Party Actions. The Association shall defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and dunes as Officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such actions, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee and behalf of the Association.

5.2 Indemnification Against Member Actions. The Associations shall defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in We defense of such actions, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising form the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.3 Request For Indemnification. When any officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

5.4 Liability Insurance. The Board shall cause the Association to purchase liability insurance in an amount not less than \$1 million or such greater amount as the Board, at its discretion, may determine to cover general liability of the Association and to specifically cover the indemnity obligations described above.

**ARTICLE VI
PROPERTY MAINTENANCE**

6.1 Property Maintenance. As pertaining to the final plat of the Creekside Townhome Subdivision, the property maintenance of common area including the private residential street and driveways shall rest with the Creekside Townhome Property Owners Association. Property maintenance shall include but not be limited to asphalt and cement repair of street and driveways, snow removal of street, repair and upkeep of fencing, repair of walkways, maintenance and repair of sprinkler system, maintenance and repair of utilities, mowing, and trimming of grass and weed control. Snow removal of individual lot driveways and walks shall be the individual lot owners responsibility. Maintenance and care of flowers, shrubs, or other landscaping around the foundations of the lot owners homes shall be the responsibility of the individual lot owners.

**ARTICLE VII
AMENDMENT**

7.1 Amendment. These Bylaws may be amended by the members of the Association from time to time as the Members see fit with a majority vote at a meeting called for that purpose.

Adopted as of this 9th day of October, 2009.



Name: Angie M. Kilpatrick
Declarant/ President

Attest:



Name: Steven D. Tobias
Secretary/ Treasurer