

WHEN RECORDED, RETURN TO:

Skyline Holdings Group, LLC
90 E. Main St, Suite 3
Lehi, UT 84043

13316318
7/1/2020 1:15:00 PM \$40.00
Book - 10972 Pg - 864-879
RASHELLE HOBBS
Recorder, Salt Lake County, UT
GT TITLE SERVICES SLC
BY: eCASH, DEPUTY - EF 16 P.

First Amendment to the Declaration of Condominium

for

THE LOFTS AT CREEKSIDE CONDOMINIUMS


On this 26th day of June, 2020, in accordance with Article 10.1 which governs amendments to the Declaration of Condominium for The Lofts at Creekside Condominiums (the "Declaration") recorded May 19, 2020, as Entry No. 13273694, affecting the property described in Exhibit A, Declarant certifies that the requirements for amendment have been met and hereby amends the Declaration as follows:

1. Article 11.1 is amended to extend the time for an Eligible Mortgagee to respond to any written request or proposal for addition or amendment to the Declaration or any other material condominium project documents to no less than 60 days before implied approval may be assumed. Any reference in the Declaration which contradicts or conflicts with this provision is hereby superseded.
2. Article 11.1 is supplemented as follows: Any express or implied right of first refusal in the provisions of the Declaration or other project documents will not adversely impact the rights of a mortgagee or its assignee to (1) foreclose or take title to a condominium unit pursuant to the remedies in the mortgage, (2) accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor, or (3) sell or lease a condominium unit which has been acquired by the mortgagee or its assignee because of default on the mortgage.
3. The Bylaws and Articles of Incorporation of The Lofts at Creekside Condominiums Homeowners Association are attached for reference in Exhibit B.

[Signature page to follow]

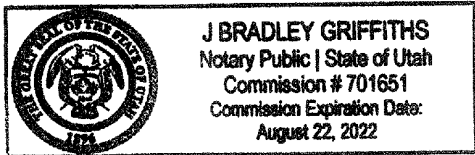
The foregoing First Amendment to the Declaration of Condominium for The Lofts at Creekside Condominiums has been executed as of the date first set forth above.

SKYLINE HOLDINGS GROUP, LLC,
a Utah limited liability company

By: 
Dustin Kuttler
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 26th day of June, 2020, by Dustin Kuttler, Manager and duly authorized agent of and for Skyline Holdings Group, LLC, a Utah limited liability company.





Notary Public

Exhibit A
Legal Description

ALL UNITS, COMMON AREA, AND LIMITED COMMON AREA WITHIN THE LOFTS AT CREEKSIDE CONDOMINIUMS, DRAPER CITY, SALT LAKE COUNTY, UTAH, ACCORDING TO THE SUBDIVISION PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND SUBJECT TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 19, 2020 AS ENTRY NO. 13273694.

(For Reference Only: Prior parcel no: 34-06-104-054)

Exhibit B

The Bylaws and Articles of Incorporation of The Lofts at Creekside Condominiums
Homeowners Association

When recorded mail to:
Skyline Holdings Group, LLC
90 E. Main St, Suite 3
Lehi, UT 84043

BY-LAWS
of
**THE LOFTS AT CREEKSIDE CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

The name of the corporation is THE LOFTS AT CREEKSIDE TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 90 East Main St, Suite 3, Lehi, UT 84043, but meetings of members and may be held at such places within the State of Utah, as may be designated by the Management Committee or Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association shall mean and refer to THE LOFTS AT CREEKSIDE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The initial property within the jurisdiction of the Association is described on the attached Exhibit A.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners as defined in the Declaration and the recorded plat.

Section 4. "Unit" shall mean and refer to those parts of the Property intended for independent and exclusive use by the Unit Owner as further defined in the Declaration and as designated on the Plat. Units are identified upon the recorded plat by number. Units do not include the Common Areas as defined herein.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. “Declarant” shall mean and refer to Skyline Holdings Group, LLC its successors and assigns.

Section 7. “Declaration” shall mean and refer to the Declaration of Condominium applicable to the Property and recorded in the Office of the SALT LAKE County Recorder.

Section 8. “Member” shall mean and refer to those persons entitled to membership as provided herein and in the Declaration.

Section 9. “Period of Declarant Control” shall mean the period of time in which the Declarant is in control of the Association and Management Committee.

Section 10. “Management Committee” shall mean the administrative body of the Association to be comprised of members of the Association who may be referred as Officers, Directors, Managers, or Trustees, and collectively as the Committee or Board of Directors.

ARTICLE III MEETING OF MEMBERS

Section 1 - Annual Meetings. Annual meetings of the members of the Association will take place before November 30th of each year. Regular annual meeting of the members shall be held same month and approximately the same day of each year thereafter. The Association, by a majority vote, may designate any other day and time for the annual meeting.

Section 2 - Special Meetings. Special meetings of the members may be called at any time by the Management Committee, or upon written request of members who represent least 25% of the voting interests of the Association.

Section 3 - Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by email at least 15 days before such meeting to each member entitled to vote at such meeting, addressed to the member’s email address last on record with the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4 - Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 25% of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum can be represented.

Section 5 - Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Membership Committee. Every proxy shall be revocable and shall automatically cease upon conveyance any transfer of Unit ownership.

ARTICLE IV MANAGEMENT COMMITTEE - SELECTION - TERM OF OFFICE

Section 1 - Number. The affairs of this Association shall be managed by a committee of three (3) members of the Association forming an administrative body known as the Management Committee.

Section 2 - Term of Office. Officers of the Management Committee shall serve for a period of three years. At the first annual meeting the members shall elect one Officer for a term of three years, one Officer for a term of two years, and one Officer for a term of one year. At each annual meeting thereafter, the members shall elect a replacement Officer for the position then becoming vacant. Except that during the Period of Declarant Control, the Declarant shall have the right to serve as sole Officer, or to select or remove Officers of the Management Committee.

Section 3 - Removal. After the expiration of the Period of Declarant Control, any Officer may be removed from the Management Committee with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of an Officer, a successor shall be selected by the members of the Association and shall serve for the unexpired term of the preceding Officer.

Section 4 - Compensation. No Officer shall receive compensation for any service rendered to the Association. However, Officers shall be reimbursed for actual expenses incurred in the performance of their duties.

Section 5 - Action Taken Without a Meeting. The Management Committee shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Officers in the Management Committee. Any action so approved shall have the same effect as though taken at a meeting of the Management Committee.

ARTICLE V NOMINATION AND ELECTION OF MANAGEMENT COMMITTEE OFFICERS

Section 1 - Nomination. Nomination for election to the Management Committee shall be made by the members of the Association at the Annual Meeting.

Section 2 - Election. Election to the Management Committee shall be by anonymous written ballot. At such election the members or their proxies may cast, in respect to any vacancy,

as many votes as they are entitled to exercise under the Unit Par Value provisions of the Declaration. The person or persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF THE MANAGEMENT COMMITTEE

Section 1 - Regular Meetings. Regular meetings of the Management Committee shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Officers of the Committee. Except that during the Period of Declarant Control, the Declarant shall determine the frequency of meetings of the Management Committee.

Section 2 - Special Meetings. Special meetings of the Committee shall be held when called by the president, if any, of the Association, or by any two Officers, after not less than three (3) days' notice to each Officer.

Section 3 - Quorum. A majority of the number of Officers shall constitute a quorum for the business to be transacted by the Management Committee. Every act or decision done or made by a majority of the Officer present at a duly held meeting at which a quorum is present shall be regarded as the act of the Committee.

ARTICLE VII POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

Section 1 - Powers. The Management Committee shall have power to:

- (a) subject to the Declaration the Committee shall adopt and publish rules and regulations;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2 - Duties. It shall be the duty of the Management Committee 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 Association members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

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

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.

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

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

(f) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1 - Enumeration of Offices. The members of the Management Committee are considered the officers of the Association and shall fulfill the offices of a president, vice-president, and treasurer and such other officers as the Committee may from time to time by resolution create.

Section 3 - Appointment and Term. At the initial Annual Meeting, members of the Association shall vote to designate a President, Vice-President, and Treasurer. Offices shall be held for a period of one year unless otherwise determined by a majority of the voting interests. On an annual basis, the President shall be replaced by the Vice-President, the Vice-President shall be replaced by the Treasurer, and the Treasurer shall be replaced by the newly elected member of the Management Committee. There is no prohibition on successive three-year terms as an officer of the Management Committee.

Section 4 - Special Appointment. The Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Committee may, from time to time, determine.

Section 5 - Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the members of the Association. Any officer may resign at any time giving written notice to the Committee. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 - Vacancies. A vacancy in any office may be filled by appointment by the Committee. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8 - Duties. The duties of the officers are as follows:

President

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

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, shall record the votes and keep the minutes of all meetings and proceedings of the Committee and of the members; serve notice of meetings of the Committee and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Committee.

Treasurer

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

(d) Delegation of Duties: Some or all of the duties enumerated in this Article VIII may be delegated to and fulfilled by a third-part association management company as a majority of the membership of the Association may determine.

ARTICLE IV

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$10.00 shall be charged, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XII INDEMNIFICATION

The Association shall indemnify any and all persons who may serve at any time as an officer, trustee, director, employee, fiduciary or agent of the Association, and their heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement before or after suit is commenced, actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding, in which they, or any of them are made parties, or which may be asserted against them or any of them by reason of being, or having been, an officer, trustee, director, employee, fiduciary or agent of the Association, in connection with any action, suit or proceeding if such officer, trustee, director, employee, fiduciary or agent 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 no reasonable cause to believe such conduct was unlawful. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of stockholders or otherwise.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the voting membership, except that during the Period of Declarant Control the Declarant shall have the right to amend these By-Laws.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being officers and directors of THE LOFTS AT CREEKSIDE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 19 day of March, 2020.

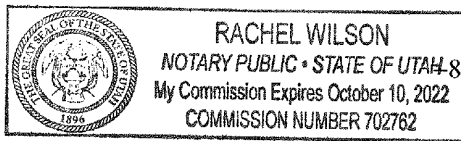
[Signature]
Dustin Kuttler

[Signature]
Ryan Litke

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 19 day of MARCH, 2020, personally appeared before me, Dustin Kuttler and Ryan Litke, the signers of the above By-Laws, who duly acknowledged to me that they are the officers and directors of THE LOFTS AT CREEKSIDE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., and that they duly executed these By-Laws for and in behalf of the THE LOFTS AT CREEKSIDE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.



[Signature]
NOTARY PUBLIC

ARTICLES OF INCORPORATION
of
**THE LOFTS AT CREEKSIDE CONDOMINIUMS HOMEOWNERS
ASSOCIATION, INC.**

In compliance with the requirements of Utah Revised Nonprofit Corporation Act, 16-6a-202 et seq., Utah Code Annotated 1953, as amended (the "Act"), the undersigned, all of whom are residents of the State of Utah and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is THE LOFTS AT CREEKSIDE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

The period of duration of the Association shall be perpetual.

ARTICLE III

The initial registered office of the Association is located at 90 East Main St, Suite 3, Lehi, UT 84043

ARTICLE IV

Dustin Kuttler whose address is 90 East Main St, Suite 3, Lehi, UT 84043 is hereby appointed the initial registered agent of the Association.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Units and Common Area within that certain tract of real property located in Salt Lake County, Utah described as The Lofts at Creekside Condominiums, and to promote the health, safety and welfare of the residents within the property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium hereinafter called the "Declaration" applicable to the property and recorded or to be recorded, by the Declarant, in the Office of the Salt Lake County Recorder, State of Utah, and as the same may be amended from time to time as therein provided said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of sixty-seven percent (67%) of the entire membership of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by sixty-seven percent (67%) of the entire membership agreeing to such dedication, sale or transfer;

(f) participate in mergers, and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of sixty-seven percent (67%) of the entire membership;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Utah Nonprofit Corporation and Cooperative Association Act by law may now or hereafter have or exercise.

ARTICLE VI MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VII VOTING RIGHTS

All Unit Owners shall be members of the Association and shall be entitled to vote in accordance with the Par Value assigned to each Unit in the Declaration.

When more than one person holds an interest in any Unit, all persons shall be members of the Association, however, the Par Value of a Unit may not be divided for voting purposes.

ARTICLE VIII SHARES

The corporation will not issue shares evidencing membership or interests in water or other property rights.

ARTICLE IX MANAGEMENT COMMITTEE

The affairs of this Association shall be managed by a Management Committee comprised of members of the Association. The number of members is set for the in the By-Laws and may be changed by amendment of the By-Laws of the Association.

To the fullest extent permitted by the Act or any other applicable law as now in effect or as it may hereafter be amended, a member of the Management Committee shall not be personally liable to the Association for monetary damages for any action taken or any failure to take any action as a manager or director.

Neither any amendment nor repeal of this Article IX, nor the adoption of any provision in these Articles of Incorporation inconsistent with this Article IX, shall eliminate or reduce the effect of this Article IX in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than sixty-seven percent (67%) of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI AMENDMENTS

Amendment of these Articles shall require the assent of sixty-seven percent (67%) of the

entire membership, except that so long as the Declarant holds Class B membership, the Declarant may amend these Articles.

ARTICLE XII
INCORPORATORS


The name and address of the incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dustin Kuttler	90 East Main, Suite 3, Lehi, UT 84043

ARTICLE XIII
BY-LAWS

The internal affairs of the Association shall be regulated by By-Laws adopted by the Declarant or Management Committee.

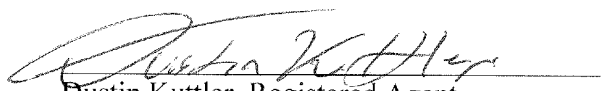
DATED this 19 day of March, 2020


Dustin Kuttler, Incorporator

REGISTERED AGENT ACCEPTANCE

The undersigned, the person named in the foregoing Articles of Incorporation as the registered agent of the Association, consents to such appointment as of the date below.

DATED: 19 of March 2020


Dustin Kuttler, Registered Agent