

SILVERCREEK TOWNHOMES ASSOCIATION
Resolution of the Board of Trustees

Resolution # 25-04

Resolution to Establish Standard Exterior Landscape Maintenance

This Resolution (the "**Resolution**"), is hereby adopted by majority vote of a duly constituted Quorum of the Board of Trustees of the Silvercreek Townhomes Association on this 20th day of November, 2025 (the "**Resolution Date**"). Unless otherwise provided, all defined terms used herein have the same meanings as set forth in the Governing Documents.

RECITALS

WHEREAS; Section 2 of ARTICLE VII of the Declaration states: *"The Association shall be responsible for maintenance of the Common Area, and the Limited Common Area which is not adjacent to any Lot, and the area of any Lot outside the walls of the Townhome which is of the same character as surrounding Common or Limited Common Area. The cost of such maintenance shall be a Common expense."*

WHEREAS; Section 4 of ARTICLE VII of the Declaration states: *"The duty of maintenance for the area of a Lot outside the walls of the Townhome, and the Limited Common Areas adjacent and appurtenant to the Townhomes may be altered by Rule of the Association."*

WHEREAS; The Board of Trustees desires to establish a Rule of the Association that provides additional clarity and definition to the responsibilities of maintenance for certain components of the Limited Common Area of a Lot outside the walls of the Townhome.

WHEREAS; SECTION 3.8 of the Bylaws states: *"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."*

WHEREAS; On the Resolution Date, a Quorum was present and a majority of that Quorum did vote in the affirmative on this Resolution to wit;

THEREFORE BE IT RESOLVED;

- 1. Project Landscaping.** *"Project Landscaping"* is defined as all turf, shrubs, trees and other organic plantings on a Lot that are deemed to be, *"of the same character as surrounding Common or Limited Common Area,"* as determined by the Trustees.

- 2. Maintenance Responsibility for Project Landscaping.** Maintenance of the Project Landscaping will be the responsibility of the Association, subject to the following conditions and limitations:
- a. The Association may delegate its responsibility for landscape maintenance to a licensed and insured landscape contractor (the "**Landscape Contractor**").
 - b. All services provided by the Landscape Contractor will be subject to the terms and conditions set forth in a duly executed contract between Landscape Contractor and the Association (the "**Landscape Contract**").
 - c. The Landscape Contract will establish a list of services to be performed by the Landscape Contractor (the "**Scope of Services**").
 - d. The obligation of the Association to provide landscape maintenance on any Lot will be subject to the Scope of Services set forth in the Landscape Contract, including any limitations and/or conditions thereof.
- 3. Owner Landscaping.** "**Owner Landscaping**" is defined as any turf, shrubs, trees, organic plantings, decorations, and any and all other items, organic or non-organic, that are present within the boundaries of any Lot, that are not considered Project Landscaping.
- 4. Maintenance Responsibility for Owner Landscaping.** Maintenance of any and all Owner Landscaping is the sole responsibility of the Owner of the Lot containing said Owner Landscaping.
- 5. Project Irrigation System.** "**Project Irrigation System**" is defined as all piping, fittings, valves, timers and controllers of the landscape irrigation system installed by the original developer, during the original buildout of the Property.
- 6. Maintenance Responsibility for the Project Irrigation System.** Maintenance of the Project Irrigation System will be the responsibility of the Association.
- 7. Owner Irrigation System.** "**Owner Irrigation System**" is defined as any and all piping, fittings, valves, timers, emitters, controllers and drip system components of the landscape irrigation system within the boundaries of a given Lot, that are not part of the Project Irrigation System.
- 8. Maintenance Responsibility for Owner Irrigation System.** Maintenance of any and all components of the Owner Irrigation System is the sole responsibility of the Owner of the Lot containing said Owner Irrigation System.
- 9. Notice to Provide Maintenance.** Section 3 of ARTICLE VII of the Declaration states: *"For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Limited Common Area at reasonable hours."* "Reasonable Notice" is hereby established, defining the

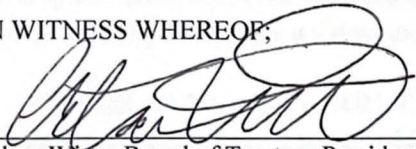
"Reasonable Hours" whereby the Association, or its duly authorized agents, may have access to the Limited Common Area of any given Lot, for purposes of providing maintenance thereon. Those Reasonable Hours have been determined to be Monday – Saturday from 7:00 am – 5:00 pm.

- 10. Approval and Compliance Requirements.** Any changes, alterations, additions or enhancements, of any kind, that are made in connection with any of the items defined herein (the "**Work**"), must be approved by the Architectural Control Committee (the "**ACC**"), through the process set forth in the Architectural Standards and Regulations (the "**ASR**"). Furthermore, any Work performed on any Lot and/or Townhome is subject to all of the terms and conditions set forth in the ASR.

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify that I am the acting President of The Silvercreek Townhomes Association, a Utah nonprofit corporation, and that the Board of Trustees thereof have adopted this Resolution as set forth herein.

IN WITNESS WHEREOF;



Adam Witt – Board of Trustees President