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**ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF**

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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RILEY COURT PLACE
A PUD SUBDIVISION

THIS ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 4 day of November 2014, by on and , hereinafter referred to as "Declarants,"

WITNESSETH:

WHEREAS, Declarants are the owners of a parcel of real property situated in Davis County, State of Utah, and more particularly described in **ARTICLE II** herein.

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated:

Section 1.1. "Association" shall mean and refer to **RILEY COURT PLACE, INC., A PLANNED UNIT DEVELOPMENT**, a Utah Non-Profit Corporation, its successors and assigns.

Section 1.2. "Declarants" shall mean and refer to the owners of the real property described in Article II as their respective interest appears and its successors and assigns.

Section 1.3. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.4. "Declaration" shall mean and refer to this Enabling Declaration of Covenants, Conditions and Restrictions of **RILEY COURT PLACE, INC., A PLANNED UNIT DEVELOPMENT**, and all amendments hereto.

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Section 1.5. "Lot" shall mean and refer to each individual Lot within the **RILEY COURT PLACE, INC., A PLANNED UNIT DEVELOPMENT**, as shown on the plat maps of the recorded subdivisions of the properties, with the exception of the common areas and limited common areas. All Lots shall be independently owned, encumbered and conveyed. The owner or owners of each Lot shall be entitled to the exclusive possession and control of such Lot. The Project shall consist of five (5) Lots. Each of the Lots in the Project is a mixed use project allowing for both professional office space and residential living units. No signage shall be inscribed or exposed on or at any window or outside wall of the Project, except upon specific approval of the Management Committee and as provided in this Declaration.

Section 1.6. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.7. "Management Committee and Committee" shall mean and refer to the Board of Trustees of the Association, or a management committee specifically designated as such by the Board of Trustees of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the By-Laws and rules and regulations of the Association.

Section 1.8. "Common Area" shall mean and refer to all real property collectively owned by the Owners for their common use and enjoyment. The Common Area shall be conveyed as set forth in paragraph 4.3. The common area is more particularly described as follows:

ALL OF THE AREA DESIGNATED AS COMMON AREA ON
THE RECORDED PLAT OF **RILEY COURT PLANNED
UNIT DEVELOPMENT**.

Section 1.9. "Manager" shall mean and refer to the person or entity designated by the Association to manage the Project.

Section 1.10. "Plat" shall mean and refer to the official subdivision plat of **RILEY COURT PLANNED UNIT DEVELOPMENT** filed and recorded in the Official Records of the Davis County Recorder, consisting of five (5) individual Lots.

Section 1.11. "Limited common areas and facilities" shall mean or refer to those

the use and benefit of each respective Lot to the exclusion of other Lot owners.

Section 1.12. "Mortgage" shall mean and refer to the Deed of Trust as well as a mortgage.

Section 1.13. "Mortgage" shall mean and refer to the beneficiary or holder under Deed of Trust as well as a mortgage.

Section 1.14. "Person" shall mean and refer to any legal entity as well as natural person.

Section 1.15. "Project" shall mean and refer to **RILEY COURT PLANNED UNIT DEVELOPMENT**, consisting of individual Lots.

ARTICLE II

GRANT AND SUBMISSION

Declarants hereby submit to the provisions of this Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder, that certain real property (the "Subject Property") situated in Davis County, Utah, and more fully described as follows:

BEGINNING AT A POINT ON THE EAST LINE OF 100 EAST STREET, AND SOUTH LINE OF 500 SOUTH STREET, SAID POINT BEING NORTH 89°44'04" EAST 33.00 FEET ALONG THE MONUMENT LINE OF 500 SOUTH STREET AND SOUTH 0°14'56" EAST 33.00 FEET FROM THE MONUMENT MARKING THE INTERSECTION OF 100 EAST AND 500 SOUTH STREETS, SAID POINT BEING GIVEN AS 187.75 FEET EAST AND FROM THE NORTHWEST CORNER OF BLOCK 39, NORTH MILLCREEK PLAT, BOUNTIFUL TOWNSITE SURVEY AND RUNNING THENCE NORTH 89°44'04" EAST 255.0 FEET ALONG THE SOUTH LINE OF 500 SOUTH STREET; THENCE SOUTH 0°15'56" EAST 86.00 FEET; THENCE SOUTH 52°23'26" EAST 22.80 FEET; THENCE SOUTH 0°40'30" EAST 4.00 FEET; THENCE NORTH 89°44'04" EAST 62.72 FEET; THENCE SOUTH 0°40'30" EAST 52.64 FEET; THENCE SOUTH 89°34'55" EAST 202.96 FEET ALONG A FENCE LINE TO THE WEST LINE OF 200 EAST STREET; THENCE SOUTH 01°23'30" WEST 101.78 FEET ALONG SAID STREET; THENCE SOUTH 89°55'09" WEST 166.27 FEET; THENCE SOUTH 0°40'30" EAST 62.00 FEET; THENCE NORTH 89°49'36" WEST 1.00 FOOT; THENCE SOUTH 0°40'30" EAST 61.75 FEET; THENCE SOUTH 89°58'07" EAST 8.59 FEET; THENCE SOUTH 01°23'30" WEST 127.85 FEET; THENCE SOUTH 89°47'13" WEST 374.79 FEET ALONG A FENCE LINE TO THE EAST LINE OF 100 EAST STREET; THENCE NORTH 0°14'56" WEST 66.00 FEET; THENCE NORTH 89°55'09" EAST 179.10 FEET; THENCE NORTH 0°14'56"

WEST 66.94 FEET; THENCE SOUTH 89°55'09" WEST 24.87 FEET;
THENCE NORTH 0°14'56" WEST 66.00 FEET; THENCE NORTH
89°15'26" WEST 34.24 FEET; THENCE NORTH 0°14'56" WEST
114.45 FEET; THENCE SOUTH 89°44'04" WEST 120.00 FEET;
THENCE NORTH 0°14'56" WEST 198.00 FEET ALONG THE EAST
LINE OF 100 EAST STREET TO THE POINT OF BEGINNING,
CONTAINING 3.362 ACRES.

ARTICLE III

PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment. Every owner of a Lot in the **RILEY COURT PLANNED UNIT DEVELOPMENT**, shall have a right and easement of enjoyment in and to the Common Area which should be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate 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 agreeing to such dedication or transfer is signed by three-fourths (3/4) of the members and has been recorded in the Office of the Davis County Recorder.

Section 3.2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE IV

COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

Section 4.1. Name. The Project, as submitted to the provisions of this Declaration, shall be known as **RILEY COURT PLANNED UNIT DEVELOPMENT** which consists of

shall be known as **RILEY COURT PLANNED UNIT DEVELOPMENT** which consists of five (5) Lots.

Section 4.2. Description of Buildings. The Project is a mixed use project allowing for both professional office space and residential living units, each of which will include the improvements authorized on the plat and/or by the City of Bountiful, Utah. All improvements shall be constructed in a style and of materials architecturally compatible with the other improvements on the Project.

Section 4.3. Common Areas and Facilities. The common areas and facilities of the Project shall be the roads, lawn areas and public parking areas, if any, and any and all other common areas and facilities designated as such on the Plat pursuant to the terms of this Declaration. The Owner of each Lot in the Development shall be entitled to use the common areas and own an undivided interest therein. The Common Areas shall be owned by the Owners of all of the Lots as tenants in common. Each Lot shall include an undivided one-fifth (1/5) interest in the Common Area. The ownership in the Common Areas shall be for all purposes including, but not limited to, voting and participation in assessments for Common expenses. Upon any conveyance or transfer of a Lot, the undivided interest in Common Areas attributable to such Lot shall automatically be conveyed or transferred with the Lot. No undivided interest in Common Areas may be transferred or conveyed separate or apart from the Lot to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Association Documents.

ARTICLE V

THE ASSOCIATION

Section 5.1. Purposes and Powers.

A. The Association's purposes are (i) to manage, operate, construct, improve, alter and maintain the Common Areas; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; and (iv) to regulate and manage the Project, including, without limitation, by adopting reasonable Rules and Regulations.

B. Unless expressly prohibited by law or any of the Association Documents, the Association may (i) take any and all actions that it deems necessary or advisable to fulfill its purposes, and (ii) exercise all powers that may be exercised in Utah by nonprofit corporations.

Section 5.2. Association Documents.

A. The obligations, burdens and benefits created by this Declaration touch and concern the Property and are, and shall be, covenants running with each Lot for the benefit of all other Lots and the Common Areas. The Association and each Owner shall comply with and benefit from each term, provision, covenant, condition, restriction, reservation and easement contained in the Association Documents.

B. In the event there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the bylaws or the rules and Regulations, the terms and conditions of this Declaration shall control. In the event there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the bylaws or the Rules and Regulations, the terms and conditions of the By-Laws shall prevail.

C. In the event that the Association desires to expand, all of the Owners need to vote approving the expansion. The Owner's signatures will be required on new documents. A new plat will also be prepared for the signatures of the Owners will be required, together with the Owners of the desired expansion. The Owners will need to vote to vacate the present plat and approve the new plat. All aspects of the Utah code are to be followed unless expressly waived by the City.

Section 5.3. Books and Records. Upon the request, the Association shall allow Owners, mortgagees and their respective assigns to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

ARTICLE VI

MEMBERSHIP IN THE ASSOCIATION

Section 6.1. Membership.

A. There shall be one Membership appurtenant to every Lot. A Membership may not

be separated from the Lot to which it is appurtenant.

B. Any Membership appurtenant to a Lot having more than one Owner shall be shared by such Owners.

C. A Membership may be transferred or encumbered only in connection with the conveyance or encumbrance of a fee simple interest in the Lot to which the membership is appurtenant. Any transfer or encumbrance of a Membership other than as permitted in this paragraph shall be void and have no force or effect.

Section 6.2. Voting.

A. Each Membership shall be entitled to one vote, regardless of the number of Owners of the Lot to which the Membership is appurtenant. Fractional voting shall not be allowed. If the Owners of a Lot cannot agree among themselves as to how to cast their vote when they are required to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any owner casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Membership, unless objection thereto is made to the chairperson of the meeting at the time the vote is cast. If more than one vote is cast for any particular Membership, none of such votes shall be counted and all of such votes shall be deemed null and void.

B. Every owner shall have the number of votes equal to the number of Trustees to be elected to the Board of Trustees by such election. Cumulative voting shall not be allowed in the election of Trustees to the Board of Trustees or for any other purpose.

Section 6.3. Lots and Rights to Common Areas and Facilities Inseparable. The undivided interest in the common areas and facilities shall not be separated from the Lot to which it appertains and, even though not specifically mentioned in the instrument of transfer or conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer and conveyance of the Lot to which they relate.

Section 6.4. Voting-Common Expense-Ownership in Common Areas and Facilities. Each lot owner shall be entitled to one (1) vote. Each vote shall be used for all purposes including, but not limited to, voting on the common expenses, maintaining and upgrading the common areas. The Association shall be the record owner of all common areas

and facilities.

Section 6.5 . Easements and Encroachments. If any portion of the common areas and facilities or any fences or walls adjacent to a Lot boundary in the Project are partially or totally destroyed, and then rebuilt or improved, maintained, painted, or repaired, encroachments shall be permitted as may be necessary, desirable or convenient upon the Lots, and easements for such encroachments and for the maintenance of the same shall exist for such period of time as may be necessary, desirable or convenient. In addition, encroachments shall be permitted to the Association or its designate upon the Lots and the common facilities as may be necessary, convenient or desirable within the Project for the installation, placing, removal, inspection and maintenance of utility lines and utility service facilities, for regular repairs and maintenance of exterior portions of improvement on the Lots, for any emergency or necessary repairs, and for lawn, trees, shrubbery and yard care and maintenance.

Section 6.6. Parking Areas and Access. The roadway immediately south and adjacent to Lots 1 and 2 shall serve as a common access point for Lots 1, 2 and 3 and shall share a common property line down the middle of the roadway. Lot 1 will have assigned to it seven (7) dedicated parking stalls reserved for its and any guests exclusive use. The dedicated parking stalls will be the three (3) parking stalls adjacent to the building and the four (4) parking stalls immediately west of the end of the covered parking stalls. Lot 1 may also use the additional four (4) undedicated parking stalls in common with the other residents of the PUD along the south fence line of the Property as set forth in Exhibit A.

No change or alteration to the parking stalls can be made without all Members to be in agreement on any change.

Section 6.7. Maintenance of Yard Area. The lawns and yards shall be maintained by the Association. The cost of yard maintenance shall be shared proportionately by each structure owner as part of the common area expense.

Section 6.8. Signage. Owners shall have the option of using the existing and newly proposed signage on or by Lot 1 on the corner of 500 South and 100 East, pursuant to availability and approval.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

Section 7.1. Members. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject assessment.

Section 7.2. Voting Rights. The Association shall have one class of voting

persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE VIII
GOVERNING BODIES

Section 8.1. Owners Association. The administration of the Project shall be governed by this Declaration and the Articles of Incorporation and the By-Laws of **RILEY COURT PLANNED UNIT DEVELOPMENT**. An owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his ownership.

Section 8.2. Association Management. The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and rules and regulations adopted thereunder.

ARTICLE IX
LIMITATION OF USE OF LOTS AND COMMON AREAS

Section 9.1. Purposes. Every Lot within the Project shall be either professional office space or residential living units as zoned by Bountiful City.

Section 9.2. No Obligations. Except for portions of the Project expressly designated on the map, there shall be no obstructions of the common areas, and nothing shall be stored in the common areas without the prior consent of the Management Committee.

Section 9.3. Alterations, Additions and Attachments. No extension of any building, fence, wall or other structure shall be altered on any portion of the Project, without the prior written approval of the Architectural Committee. In the event any of the improvements or alterations set forth in the preceding sentence requires Bountiful City approval the owner shall, in addition to approval of the Management Committee, obtain approval from Bountiful City. The owner of the structure upon the Lot shall not alter or modify its appearance in any way. All buildings, alterations, improvements, additions and maintenance on the Subject Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

Section 9.4. No Offensive Activity. No noxious or offensive activity shall be carried

on in any Lot or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners. All Owners shall obey any and all laws of the State of Utah and Bountiful City ordinances.

Section 9.5. Construction in Common Areas and Lots. Nothing shall be altered or removed from the common areas or Lots, except upon the written consent of the Management Committee. In the event any construction or alteration or removal from the common areas or Lot require approval of Bountiful City, the owner shall first obtain any and all required approvals from Bountiful City.

Section 9.6. Rules. The Management Committee is authorized to adopt rules for the use of the common areas and Lots, which rules shall be in writing and furnished to the owners.

Section 9.7. Dumping of Garbage. Except in areas designated on the map or by the Management Committee, no Lot or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each Lot shall be kept free of trash and refuse by the owner of such Lot. No person shall allow any unsightly unsafe or dangerous conditions to exist on or in any Lot.

Section 9.8. Parking of Vehicles. No vehicles shall be parked overnight on any of the streets, roadways or common areas of the Project except such vehicles in the assigned parking stalls and upon such portions of the Project, specifically designated for this purpose on the Map or by the Management Committee. No unlicensed or inoperative vehicles shall be parked on any of the streets, roadways or common areas of the Project. In addition, no boats, campers, trailers, large trucks, motor homes, or similar large items shall be parked or stored on any Lot, or in the common areas, except in accordance with rules and regulations adopted by the Management Committee. In the event there are areas designated as "No Parking" the Management Committee shall strictly enforce the requirement for the purpose of keeping those areas clear.

Section 9.9. Encroachments. If any portion of one Lot shall encroach upon another Lot or upon any portion of the Lot as a result of settling or shifting, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the

structure or building on any Lot or any adjoining Lot shall be partially or totally destroyed as a result of fire or other casualty and then rebuilt, any resulting encroachment of a part of the Lot shall be permitted, and a valid easement of such encroachments and for its maintenance shall exist so long as the building stands.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 10.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments for owners respective prorated share of the real property taxes for the common areas, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. However, no lien shall be extinguished upon the sale of the property. The only way a lien may be removed is upon payment in full of all amounts due and owing.

Section 10.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 10.3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members who

are voting in person or by proxy at a meeting duly called for this purpose.

Section 10.4. Notice and Quorum for Any Action. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast seventy-five percent (75%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. If a required quorum is not present at that meeting another meeting may be called subject to the same notice requirement and at the subsequent meeting the majority of those present shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10.5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate vs. proportional rate for all Lots and may be collected on a monthly basis.

Section 10.6. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence upon recordation of this document. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10.7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-

use of the Common Area by abandonment of his Lot.

Section 10.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, the sale or transfer of any Lot, shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE XI INSURANCE

Section 11.1. Obtaining of Insurance Policies. The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, the Lot owners and the Manager against any liability to the public or to the Owners of Lots and common areas, and their invitees or tenants, incident to the ownership and/or use of the common areas of the project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

Section 11.2. Insurance. The Association shall maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common areas and facilities. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Such policy or policies shall not be canceled except after thirty (30) days' written notice to the Association.

Section 11.3. Other Insurance. In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

Section 11.4. Individual Owner Insurance. Each owner shall maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the structure. Such policy or policies shall not be canceled except after thirty (30) days written notice to the Association.

ARTICLE XII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee which shall consist of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement set forth in the previous sentence requires Bountiful City approval, the owner shall not commence construction or alteration or improvement until Bountiful City has granted approval.

ARTICLE XIII

MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary, the following provisions are in effect:

Section 13.1. Rights of First Refusal. Any "right of first refusal" which may be granted herein shall not impair the rights of the first Mortgagee of a Lot to:

- (a) Foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage; or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or
- (c) To sell or lease a Lot acquired by a Mortgagee.

Section 13.2. Title in Mortgagee. Any first Mortgagee who obtains title to a Lot

pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee.

Section 13.3. Notice of Default by Individual Lot Owner. A first Mortgagee of a Lot, upon request, shall be entitled to written notification from the Association of any default in the performance by the individual Lot owner of any obligation under this Declaration, or other documents of this PUD, which is not cured within sixty (60) days.

Section 13.4. No Priority. No provision herein is intended, nor shall it be construed, to give any Lot owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot owner of insurance proceeds or condemnation awards for losses to or a taking of common areas and facilities.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 14.3. Amendment. The vote of at least seventy-five percent (75 %) of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration, the By-Laws or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this paragraph for amendment has occurred.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a PUD. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

Section 15.2. Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15.3. Each Owner, by accepting a deed to a Lot (whether or not it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed to pay to the Association all (i) General Assessments; (ii) Special Assessments; (iii) Default Assessments; and (iv) other charges that the Association is required or permitted to levy or impose on such owner or such Owner's Lot pursuant to this Declaration or any other Association Document.

Section 15.4. No owner shall be exempt from liability for any such Assessment or other charge by waiving the use or enjoyment of the Common Areas, or any portion thereof, or by abandoning a Lot against which such Assessments or other charges are made.

Section 15.5. Except as provided in this paragraph, the obligation to pay to the Association any Assessment or other charges levied against any Lot shall be a joint and several obligation of the Owner or Owners of such lot and such Owner's or Owners' successors, assigns, heirs, devisees and personal representatives. A Person acquiring fee simple title to a Lot shall be jointly and severally liable with the former Owner of the Lot for all Assessments and other charges that had accrued and were payable when such person acquired fee simple title to the Lot, for so long as such Person holds fee simple title to the Lot.

Section 15.6. Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other charge, including reasonable attorneys' fees and disbursements, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

Section 15.7. Shares of Common Expenses. Except as otherwise set forth in this

Declaration, all Common Expenses shall be allocated equally among all Lots that have been created prior to the date on which the Common Expenses were incurred.

Section 15.8. Budgets.

A. On or before November 1 of each calendar year the Management Committee shall adopt a proposed annual budget for the Association for the following calendar year, which proposed budget shall, among other things, set forth (i) the Management Committee's estimates of Common Expenses for the next calendar year; (ii) the Management Committee's estimates of amounts required to be placed in a reserve fund for operation, maintenance, repair and replacements of Common Area properties; (iii) the amount of funds for such Common Expenses and reserves that the Management Committee proposes to raise through General Assessments; and (iv) the amount of funds for such Common Expenses and reserves that the Management Committee proposes to raise through Special Assessments. Within thirty (30) days after adopting a proposed budget, the Management Committee shall deliver a summary of the proposed budget to all owners and set a date for a meeting of the owners to consider ratification of the proposed budget. The date of such meeting shall not be less than fourteen (14) days, nor more than sixty (60) days, after the delivery of the summary of the proposed budget to the Owners. Unless at that meeting a majority of the votes allocated to all Memberships, whether or not a quorum is present, rejects the proposed budget, the proposed budget shall be deemed ratified. In the event that the proposed budget is rejected, the annual budget last ratified by the Owners shall be deemed renewed for the next calendar year and shall remain in full force and effect until such time as the Owners ratify a subsequent budget proposed by the Management Committee.

Section 15.9. The Board of Trustees may set up a reserve fund as approved by the members for any repair or replacement costs.

Section 15.10. Personal Liability and Indemnification.

A. To the full extent permitted by applicable law, no Trustee or officer, and no employee, agent or committee member of the Association shall be personally liable to the Association or any Owner for any injury, damage, loss, cost or expense suffered or

incurred by reason of any act or omission of such Trustee or officer, employee, agent or committee member, unless a court of competent jurisdiction finds that the act or omission of such Trustee or officer, employee, agent or committee member was wanton and willful.

B. The Association shall indemnify and hold each present or former Trustee or officer, employee, agent or committee member harmless against any and all claims, suits, proceedings, injuries, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and disbursements, asserted against or incurred by any such present or former Trustee or officer, employee, agent or committee member to the fullest extent permitted by the Association Documents; provided, however, that in no event shall the Association indemnify or hold harmless any such Trustee or officer, employee, agent or committee member to the extent that he or she is personally liable for an act or omission unless because of willful and wanton negligence under paragraph 15.10-A or paragraph 15.10-B.

Section 15.11. Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Davis County, Utah, or United States District Court for Utah.

Section 15.12. Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

Section 15.13. Effective Date. This Declaration shall take effect upon recording.

Section 15.14. Paragraphs, Numbers and Headings. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand and seal the day and year first above written.

THE ABOVE APPROVED BY:

EXHIBIT 'A'

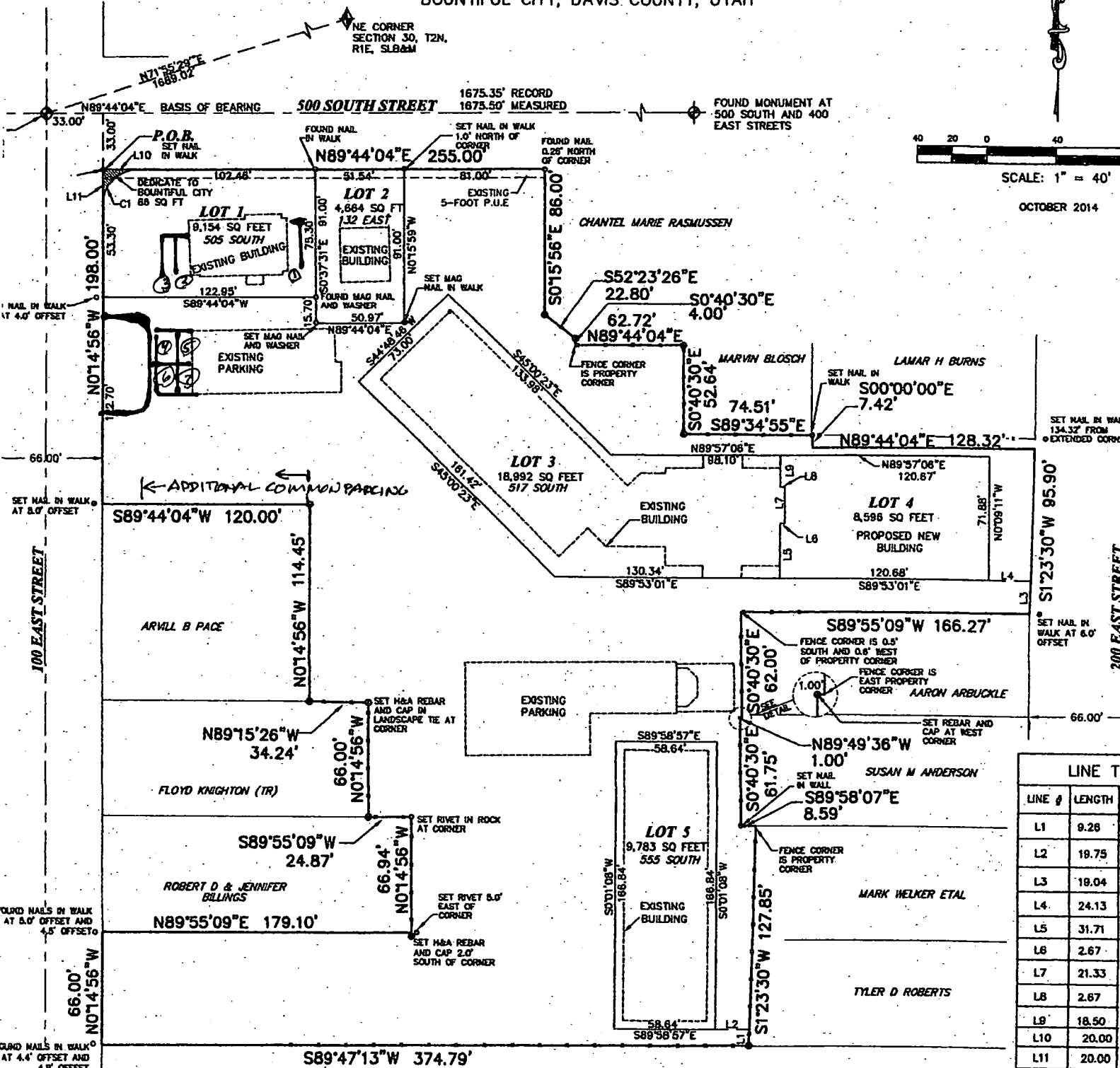
RILEY COURT PLANNED UNIT DEVELOPMENT

LOCATED IN THE NORTHWEST QUARTER OF BLOCK 39 NORTH MILL CREEK PLAT
IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST, SLB&M
BOUNTIFUL CITY, DAVIS COUNTY, UTAH



SCALE: 1" = 40'

OCTOBER 2014



LINE #	LENGTH
L1	9.28
L2	19.75
L3	19.04
L4	24.13
L5	31.71
L6	2.67
L7	21.33
L8	2.67
L9	18.50
L10	20.00
L11	20.00

CURVE TABLE

BY-LAWS
OF
RILEY COURT PLACE, INC.
a Non-Profit Corporation

ARTICLE I

NAME AND LOCATION

The name of the corporation is **RILEY COURT PLACE INC.**, hereinafter referred to as the "Corporation." The principal office of the Corporation shall be located in Bountiful, Utah, but meetings of members and trustees may be held at such places within the State of Utah as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 2.1. "Common Areas and Facilities" shall mean all real property owned and set aside within the Project for the common use and enjoyment of the Owners.

Section 2.2. "Corporation" shall mean and refer to **RILEY COURT PLACE, INC.**, A Utah Non-Profit Corporation, its successors and assigns.

Section 2.3. "Declarant" shall mean the undersigned owners of each Lot in **RILEY COURT PLACE, A PUD SUBDIVISION.**

Section 2.4. "Declaration" shall mean and refer to the Enabling Declaration of Covenants, Conditions and Restrictions of **RILEY COURT PLACE, A PUD SUBDIVISION** applicable to the properties within the Project and recorded in the Office of the Davis County Recorder, State of Utah.

Section 2.5. "Lot" shall mean and refer to any planned unit development Lot of **RILEY COURT PLACE, A PUD SUBDIVISION.**

Section 2.6. "Member" shall mean and refer to each of those persons entitled to membership in the Corporation as provided in the Declaration.

Section 2.7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Project, including

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

Section 2.8. "Project" shall mean and refer to the planned Lot development constructed on that certain real property described in the Enabling Declaration of Covenants, Conditions and Restrictions of **RILEY COURT PLACE, A PUD SUBDIVISION**, recorded in the office of the Davis County Recorder, and such additional properties as may hereafter be brought within the jurisdiction of the Corporation.

Section 2.9. All other references used, but not otherwise defined herein, shall have the meanings defined in the Declaration.

ARTICLE III

MEETINGS OF THE MEMBERS OF THE CORPORATION

Section 3.1. Annual Meeting. An annual meeting of Owners shall be held on the third Saturday of February, or at such other time not more than thirty (30) days before or after such date, as may be designated by written notice of the Board of Trustees, or their designate, delivered to the Owners, either by mail or in person. At the annual meeting, elections shall be held to elect members of the Board of Trustees, financial reports shall be given and such other business conducted as may be properly presented.

Section 3.2. Special Meetings. Special meetings of the Lot Owners may be called at any time by written notice signed by majority of the board of Trustees, or by the Owners having three-fourths (3/4) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held on the Project, and the notice thereof shall state the date, time and matters to be considered.

Section 3.3. Quorum. A quorum for the transaction of business at an Owner's meeting shall consist of seventy-five percent (75%) of all Lot Owners. If a quorum is not present at an Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be fifty percent (50%) of the voting required at the first meeting. If a required quorum is not present at that meeting another meeting may be called subject to the same notice requirement and at the subsequent meeting the majority

of those present shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.4. Voting at Meeting of Lot Owners. At any meeting of owners, each owner shall be entitled to one vote for the Owner's ownership interest in each Lot. Any Owner may attend and vote at such meeting in person or by agent duly appointed in writing signed by the Owner and filed with the Board of Trustees. Where there is more than one record owner for any Lot, any or all such owners may attend any meetings of the owners, but they must act unanimously in order to cast the votes to which they are entitled. The Board of Trustees may accept the votes cast by any one of the record owners of a Lot, unless such votes are objected to by any of the other record owners of such Lot, and any disagreement between such record owners shall be resolved among themselves; provided, however, that if the record owners are unable to resolve the disagreements among themselves and act unanimously, the Board of Trustees shall not accept the votes of such owners.

Section 3.5. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed (a) to each such person at the address given by such person to the Board of Trustees or Manager for the purpose of service of such notice, or (b) to the address of the Lot owner, if no address has been given to the Board of Trustees or the Manager. Such address may be changed, from time to time, by notice in writing to the Board of Trustees or Manager.

Section 3.6. Proxies. At all meetings of members, each member may vote either in person or by proxy. All proxies shall be in writing duly signed and dated by the voting member and filed with the Secretary of the Corporation. Every proxy shall be revocable either in writing or personal appearance and shall be automatically void upon conveyance by the member of his Lot.

Section 3.7. Control by Declarant. Notwithstanding any other provision herein to the contrary, the Declarant shall have the sole voting rights for any purpose whatever in the governing and operating of the Corporation until such time as the members elect to assume

voting rights hereunder. The members shall not be entitled to make any such election until the earlier of:

- (a) The date by which seventy-five percent (75%) of the Lots have been conveyed to Lot purchasers.

ARTICLE IV

SELECTION AND TERM OF THE BOARD OF TRUSTEES

Section 4.1. Number. The affairs of this Corporation shall be managed by a Board of Trustees not less than three (3) who are Lot owners and members of the Corporation.

Section 4.2. Term of Office. At the first annual meeting the members shall elect one (1) Trustee to serve for a term of one (1) year; one (1) Trustee to serve for a term of two (2) years; and one (1) Trustee to serve for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) Trustee for a term of three (3) years.

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

Section 4.4. Compensation. No Trustee shall receive compensation for any service that Trustee may render to the Corporation. Any Trustee, however, may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

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

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 5.1. Nomination. Nomination for election to the Board of Trustees shall be made either (a) by a Nominating Committee, or (b) from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and one (1) or more voting members of the Corporation. The Nominating Committee

shall be specified and appointed by the board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Trustee as it shall, in its discretion, deem proper.

Section 5.2. Election. Elections to the Board of Trustees shall be by secret written ballot, unless all of the members present elect otherwise. At such elections, the voting members of proper proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETING OF BOARD OF TRUSTEES

Section 6.1. Regular Meetings. Regular meetings of the Board of Trustee may be held monthly, or at least once every three (3) months, without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 6.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by (a) the President of the Corporation, or (b) by any two (2) Trustees, after not less than three (3) days written notice to each Trustee.

Section 6.3. Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority of the Trustees present at a duly called and constituted meeting shall represent the act or decision of the entire Board of Trustees.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

- (a) adopt and publish rules and regulations governing the use of the common areas and facilities by the members and their guests, and to establish penalties for any infraction thereof; and
- (b) to suspend the voting rights and right to use of the common areas and

facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation. such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules and regulations; and

(c) to exercise on behalf of the Corporation all powers, duties and authority vested in or delegated to the Corporation and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration; and

(d) to declare the office of a member of the Board of Trustees to be vacant if such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees.

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

(a) cause to be kept a complete record of all its acts and the affairs of the Corporation and to present a statement thereof to the members at the annual meeting of the Corporation; and to present such statement at any special meeting upon written request given at least ten (10) days prior to such meeting by one-half (1/2) of the members entitled to vote; and

(b) to supervise all officers, managers, agents and employees of the Corporation, and to assure that their duties are properly performed; and

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

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(ii) to send written notice of any assessment to every owner subject thereto at least thirty (30) days in advance of the annual assessment; and

(iii) within its discretion the Board of Trustees may foreclose any lien against any property for which assessments are not paid or bring an action at law against the owner personally, as authorized by the Declaration; and

(d) to issue, or to cause to be issued, upon demand by any voting member, a written statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any statement. If a

signed statement verifies that an assessment has been paid, such statement shall be conclusive evidence of payment; and

- (e) to acquire and maintain adequate liability and hazard insurance on the common areas and facilities owned by the Corporation; and
- (f) to require all officers, managers and employees having fiscal responsibilities to be bonded as the Board may deem appropriate; and
- (g) to cause the common areas and facilities to be maintained, including the sidewalks in the public right-of-way areas; and
- (h) to provide adequate arrangement for snow removal of all common areas and facilities including the sidewalks in the public right-of-way areas.
- (I) to take all other actions directed or permitted in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of the Corporation shall be a President, Vice-President, and a Secretary/Treasurer, and such other officers as the Board of Trustees may, from time to time, create by resolution. The Secretary/Treasurer does not need to be an Owner.

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

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

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

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time upon giving written notice to the board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified herein, and unless otherwise specified to

make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment from the Board of Trustees. The officer appointed to such vacancy shall have all of the powers of the appointed office and shall serve for the remainder of the term of the officer replaced.

Section 8.7. Duties. The duties of the officers are as follows:

The President shall:

(a) preside at all meetings of the Board of Trustees and members and shall assure that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;

(b) shall appoint, remove and fix the compensation of all managers, agents and employees of the Corporation subject to approval by the Board of Trustees;

(c) shall enforce these By-Laws and perform all of the duties and obligations required or established by law as incident to the office of President.

The Vice-President shall:

(d) act in the absence or inability of the President, rendering and performing all duties of the President with full authority, and shall exercise and discharge such other duties as may be required of him by the President.

The Secretary/Treasurer shall:

(e) record the votes and keep the Minutes of all meetings and proceedings of the Board of Trustees and of the members; keep the seal, if any, of the Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses; and shall perform such other duties as required by the President.

(f) receive and attend to all correspondence and perform all of the duties and obligations incident to the office.

(g) receive and deposit in appropriate bank accounts the money of the Corporation and such funds as directed by the President or by resolution of the Board;

- (h) sign all checks and promissory notes of the Corporation;
- (I) keep proper books of account;
- (j) cause an annual examination by the Treasurer of the Corporation books to be made at the completion of each fiscal year;
- (k) prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

**ARTICLE IX
COMMITTEES**

The Corporation may appoint a Management Committee as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out the requirements and purposes of the Corporation.

**ARTICLE X
BOOKS AND RECORDS**

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

**ARTICLE XI
SEAL OF THE CORPORATION**

The seal of the Corporation, if the Board of Trustees determines to obtain a seal, shall be in such form as selected by the Board of Trustees.

**ARTICLE XII
AMENDMENTS**

Section 12.1. Amendment of By-laws. These By-Laws may be amended, at a regular or special meeting of the voting members upon the vote of a majority of a quorum of members present in person or by proxy.

Section 12.2. Conflict in Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Article of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

Section 13.1. Governing Laws. These By-Laws shall be interpreted according to the laws of the State of Utah.

Section 13.2. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, these By-Laws are executed the 4th day of Nov., 2014.

APPROVED:

RILEY COURT PLACE, INC.

By: *Marvin A. Bloch*
MARVIN A. BLOCH

STATE OF UTAH :
: ss :
COUNTY OF DAVIS :

On the 4th day of November, 2014, personally appeared before me **MARVIN A. BLOCH** who being by me first duly sworn, severally declared that he is the person who signed the foregoing document as incorporators, and the statements therein contained are true.

Kelly Rasmussen
NOTARY PUBLIC

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