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Debra Griffiths Handley  
Dart Adamson & Donovan  
370 East South Temple #400  
Salt Lake City, Utah 84111

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**AMENDED & RESTATED  
DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS**

**RIVIERA TOWNHOME OWNERS ASSOCIATION, INC.**

**A Utah Nonprofit Organization**

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**AMENDED & RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS**

**RIVIERA TOWNHOME OWNERS ASSOCIATION, INC.**  
**A Utah Nonprofit Organization**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riviera Townhome Owners Association, Inc. (the "Declaration") is made and entered into by and among the Members of the Riviera Townhome Owners Association, Inc., on this 1<sup>st</sup> day of June, 2012 (the "Effective Date").

**RECITALS**

- A. Riviera Townhome Owners Association, Inc. ("Declarant") is a Utah nonprofit corporation formed under the auspices of the Utah Revised Nonprofit Corporation Act ("the Act"), Utah Code Annotated section 16-6a-101, et seq. and the Utah Community Association Act, Utah Code Annotated, section 57-8a-101, et seq.
- B. The original Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") was recorded in the Office of the Davis County Recorder, Utah, on August 2, 1994, Entry No.1134264, Book No. 1786, beginning at page 926.
- C. This Declaration governs that certain real property located in Davis County, Utah, and more particularly delineated on the plats recorded concurrently with the Original Declaration, as amended, as Exhibit A.
- D. This Declaration has been duly approved, signed and acknowledged pursuant to the requirements of the Act and the Original Declaration, as amended.
- E. This New Declaration fully incorporates and restates all unamended parts of both the Original Declaration subject to certain amendments herein provided; therefore, the Original Declaration, as amended, is considered superseded by the provisions hereof.

**DECLARATION**  
**WITNESSETH**

NOW, THEREFORE, for such purposes, Declarant hereby makes the following declaration, containing covenants, conditions, reservations and restrictions relating to the Centerville Riviera Townhome development (defined herein as the "Project"), and hereby declares that all of said Lots and property described in Exhibit A attached hereto are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied

and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the Project, improvement and sale of said Lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described. The Project is a Planned Unit Development, is not a cooperative, and no portions of the Project are governed by the Utah Condominium Ownership Act, UCA § 57-8-1, et. seq. All of the restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions:

## **ARTICLE 1** **DEFINITIONS**

1.1 **Articles**: The Articles of Incorporation of Riviera Townhome Owners Association as amended from time to time.

1.2 **Association or Declarant (synonymous)**: Riviera Townhome Owners Association, Inc., a Utah nonprofit corporation, and/or its successors and assigns.

1.3 **Board or Board of Directors**: The Board of Directors of the Association as established by the Bylaws of the Association.

1.4 **Common Area**: All real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. Common Areas shall include, but not be limited to, any facilities, improvements, roofs, fencing and gates, siding, brick, landscaping, private roadways, and walkways, if any. The Common Areas shall specifically include the areas marked Common Ownership and Concrete Common Ownership on the Plat. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of the area shown on the plat of Riviera Townhouse Planned Unit Development as recorded in the office of the Davis County Recorder on July 11, 1980, shown on the legend in plain outline plus the dotted area shown as concrete common ownership, and is so much of the 2.702 acres as is not included within the areas designated as "Private Ownership," "Yard Private Ownership" and not physically occupied by a residential structure, as the same may be constructed on the land.

1.5 **Common Expenses**: The actual and estimated expenses of maintenance, improvement, repair, operation, insurance, and management of the Common Areas and of the exterior and structural components of the Association's Improvements, expenses of operating and maintaining the water system and private roadways throughout the Project, expenses of administration of the Association, and any reasonable reserve for such purposes as determined by the Board. Without limiting the generality of the foregoing, Common Expenses shall also include: all commonly metered utility charges for the Property; the costs of trash collection and removal; the costs associated with snow

removal; compensation paid by the Association to managers, accountants, attorneys and employees; the cost of all maintenance, gardening, security and other services benefiting the Common Area; the costs of fire insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Property and the directors, officers and agents of the Association; and any other costs incurred by the Association pursuant to its authority for any reason whatsoever, but for common benefit of the Owners.

1.6 **Declarant**: Declarant shall mean and refer to the Riviera Townhome Owners Association, Inc., its successors and assigns.

1.7 **Declaration**: This instrument which may be amended from time to time.

1.8 **Deed of Trust**: A mortgage or a deed of trust as the case may be.

1.9 **Dwelling**: That portion of any building (including garage and other improvements) which is located on a single Lot and which is designed and intended for use and occupancy as a residence by a single-family unit.

1.10 **Improvement**: All structures and appurtenances thereto of every type and kind, including but not limited to buildings, out buildings, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and equipment.

1.11 **Lot**: Any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area or any portion of the Lot which becomes Restricted Common Area.

1.12 **Member**: Every person who holds Membership in the Association. Members may also be referred to herein as Owners.

1.13 **Mortgage**: Any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation, which will be void and reconveyed upon the completion of such performance. The term "deed of trust" or "trust deed" when used herein shall be synonymous with this term.

1.14 **Mortgagee**: A person or entity to whom a mortgage is made and shall include the beneficiary of a deed of trust.

1.15 **Mortgagor**: A person or entity who mortgages his or its property to another (i.e., the maker of a mortgage and shall include the trustor of a deed of trust.

1.16 **Owner**: The person(s) or other legal entity, including Declarant, who is the owner of record in the Office of the Davis County Recorder, Utah, of a fee or an undivided fee interest in any Lot which is part of the Project, but excluding those having

such interest merely as security for the performance of an obligation. Owners may also be referred to herein as Members.

1.17 **Person**: A natural individual or any entity with a legal right to hold title to real property.

1.18 **Plat**: The subdivision plat covering the Property executed and acknowledged by the Developer or the Declarant and filed or to be filed for record in the Office of the County Recorder of Davis County, Utah, concurrently with the filing of the plats.

1.19 **Property or Project (synonymous)**: The real property covered by this Declaration, together with all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon, which shall be known as the Riviera Townhouses and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.20 **Record, Recorded, Filed and Recordation**: The recordation of any document in the Office of the Davis County Recorder, State of Utah.

1.21 **Restricted Common Area**: Those portions of Common Area set aside for exclusive use of an Owner(s). Restricted Common Areas shall include that portion of land that sits between land delineated on the Plat as Yard Private Ownership and Common Ownership.

1.22 **Unit**: All elements of individual ownership of a residential interest in the Project, including ownership of a Lot and Dwelling thereon, designed and intended for use and occupancy as a single-family residence, exclusive use of the appurtenant Restricted Common Area, nonexclusive use of the remainder of the Common Area, and all rights of Membership in the Association, subject to the provisions herein.

1.23 **Vehicle**: Any gas, diesel, or electrical powered vehicle, i.e. automobiles, trucks, ATVs, motorcycles, golf carts, scooters, etc.

## **ARTICLE 2** **PROPERTY RIGHTS IN COMMON AREA**

2.1 **Ownership, Use and Enjoyment of Common Areas**. The ownership of all Common Area and recreational facilities within the Property shall be owned by the Declarant or its designee. However, all areas marked Common Area on the Plat are private, and neither the Declarant's recording of the Plat nor any other act of Declarant with respect to the Plat, shall be construed as a dedication to the public, but rather all areas shall be for the use and enjoyment of Owners of the Association and their guests and tenants. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:



2.1.1 The right of the Association to charge reasonable assessments and fees for the use of any recreational facilities situated upon the Common Areas;

2.1.2 The right of the Association to suspend a Member's right to use the recreational facilities situated upon the Common Areas when:

2.1.2.1 Any assessment against his Lot remains unpaid; or

2.1.2.2 Any infraction of any restriction, limitation or covenant described herein or of its published rules and regulations continues for a period of sixty (60) days or more.

2.2 The Association maintains the right 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 may occur without the affirmative vote of seventy-five percent (75%) of the entire Membership and a notice affirming such vote has been recorded.

2.3 Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right to enjoy the Common Areas and facilities to Members of his family or tenants who reside within a Dwelling on his Lot.

### **ARTICLE 3** **MEMBERSHIP AND VOTING RIGHTS**

3.1 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.

3.2 Association Members shall all be Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members, but the vote for such Lot shall be exercised, as the Co-Owners so determine, so that only one vote be cast with respect to any Lot.

3.3 In the event an Owner fails to pay Assessments within sixty (60) days of becoming due ("Delinquent Member"), the Association shall suspend the Delinquent Member's voting rights without notice. All suspensions will be lifted upon receipt of payment in full of outstanding account balance, including, but not limited to, all past due Assessments, Association fees, fines, interest, attorney's fees and costs and all other collection charges.

**ARTICLE 4**  
**ASSOCIATION REGULAR AND SPECIAL ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation for Payment of Assessments. The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not shall be so expressed in such a deed, is deemed to covenant and agree to pay the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the Lot against which 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 owns the Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and their guests, invitees and tenants, if any, and for the improvement and maintenance of the Common Area.

4.3 Assessments; Due Dates for Payments. Each Lot Owner shall pay the Association his regular allocated portion of the Common Expenses deemed necessary by or on behalf of the Association to manage and to meet the expenses incident to the running of the Association and upkeep of the Project. All regular assessments shall be paid monthly by the Owner to the Association on or before the nineteenth day (19<sup>th</sup>) of the month unless the Board determines an alternate date is necessary and provides proper notice to the Owners of the change.

4.4 Special Assessments for Capital Improvements. In addition to regular assessments authorized above, the Association may levy a special assessment applicable to that fiscal 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 two-thirds (2/3) of the vote of the Owners who are voting in person or by proxy at a meeting called for this purpose.

4.5 Within thirty (30) days prior to the annual meeting of the Association, the Board of Directors shall estimate the Common Expenses for the following year. The estimated Common Expenses shall include such amounts as the Board may deem proper for the Association's operating account, for any reserve account, and shall take into account any expected income, surplus, or deficit in the Common Expenses for any prior year. The estimated Common Expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the Owners in proportion to their undivided interest in the Common Areas. If the estimated Common Expenses prove inadequate for any reason, including nonpayment of any Lot Owner's assessments, the

Board may make additional assessments, which shall be assessed to the Owners in the same manner as the estimated Common Expenses.

4.6 The failure by the Board of Directors to estimate the Common Expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or the Bylaws or a release of the Lot Owner from the obligation to pay any past or future assessments, and the estimated Common Expenses fixed for the previous and current year shall continue until a new estimate is fixed.

4.7 No Owner may exempt himself from liability for Common Expenses by abandonment of the use or enjoyment of the Common Areas or by abandonment of his Lot.

4.8 If an Owner fails to pay any assessment within fifteen (15) days of the time when the same becomes due, the Owner shall pay interest thereon at the rate of eighteen percent (18%) per annum from the date when such assessment becomes due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred by the Association to collect such unpaid expenses.

4.8.1 In the event an Owner fails to pay Assessments within sixty (60) days of becoming due ("Delinquent Member"), in addition to suspending the Delinquent Owner's voting rights and use of recreational facilities on the Common Areas, the Board of Directors may terminate certain utilities provided to the Delinquent Owner's Lot that are paid as a Common Expense. All Delinquent Owners shall be notified in writing at least ten (10) days prior to suspension. All suspensions will be lifted upon receipt of payment in full of outstanding account balance, including, but not limited to, all past due Assessments, Association fees, fines, interest, attorney's fees and costs and all other collection charges.

4.9 The Association may file notice that it is the Owner of a lien to secure payment of the unpaid assessment plus costs and reasonable attorney's fees, and which lien shall encumber the Lot or Lots and may be foreclosed in accordance with the laws of the State of Utah.

4.10 Collection of Future Lease Payments. If an Owner, who is leasing or renting his Lot or Dwelling, fails to pay an Assessment for more than sixty (60) days after the Assessment becomes due ("Delinquent Owner"), the Association, through its Manager or the Board of Directors, may demand that the tenant of the Lot or Dwelling pay to the Association all future lease payments due to the Delinquent Member, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid.

4.10.1 Notice of Collection. The Association shall give the Delinquent Member written notice of its intent to demand full payment from the tenant no less than ten (10) days prior to the demand upon the tenant. The notice shall:

4.10.1.1 Provide notice to the tenant that full payment of the remaining lease payments will begin with the next monthly or other periodic payment and shall continue until the unpaid Assessment is paid in full;

4.10.1.2 State the total amount of the Assessment due, including any interest or late payment fees;

4.10.1.3 State that any costs of collection, not to exceed \$150.00 (exclusive of attorney's fees), attorney's fees, and other Assessments that become due may be added to the total amount due; and

4.10.1.4 Provide the requirements and rights described in Utah Code Annotated section 57-8a-310.

4.10.2 Challenge of Sanction. The Delinquent Member may challenge this sanction and submit a written request for a hearing pursuant to Sections 5.5 and 5.6 of the Bylaws. The Delinquent Member must submit the written request for hearing within ten (10) days of the notice date. If the Delinquent Member fails to make a timely challenge or fails to pay the Assessment due by the date specified in the notice described above, the Association may deliver written notice to the tenant that demands future payments due to the Delinquent Member be paid to the Association. The Association shall mail a copy of the tenant's notice to the Delinquent Member, which will include the language outlined in Utah Code Annotated section 57-8a-310.

4.10.3 Payment by Tenant. If the tenant makes payments in compliance with the notice described in Section 4.10.1 above and Utah Code Annotated section 57-8a-310, the Delinquent Member may not initiate an action against the tenant. All funds paid to the Association, pursuant under this rule and the Act, shall be deposited in a separate account and disbursed to the Association until the Assessment due, together with any cost of administration for the deposit of such funds which may not exceed \$25.00, is paid in full.

4.10.4 Notice Upon Payment in Full. Within five (5) business days after payment in full of the Assessment, including any interest, late fees, costs of administration and collection and any other available amounts, the Association shall:

4.10.4.1 Notify the tenant in writing that future lease payments are no longer due to the Association;

4.10.4.2 Mail a copy of the notification to the Delinquent Member; and

4.10.4.3 Pay any remaining balance to the Delinquent Member.

4.11 Any regular or special assessment shall be separate, distinct and personal to the Owners against which the same is assessed. Suit to recover a money judgment for

unpaid expenses may be maintained against the Owner without foreclosing or waiving the liens securing the same.

4.12 Uniform Rate of Assessment. Regular and special Assessments must be fixed at a uniform rate.

## ARTICLE 5 ARCHITECTURAL CONTROL

5.1 Architectural Review. For the purpose of further insuring any and all Improvements upon the Project are performed with high standards and in a manner consistent with current codes, the Board of Directors shall have the power to control the Improvements placed on each Lot, as well as to make such exceptions to these reservations and restrictions as the Board shall deem necessary and proper. From time to time, the Board shall prepare and disseminate architectural and landscape guidelines.

5.2 Whether or not a provision is specifically stated in any conveyance of a Lot made by the Declarant, the Owner or occupant of each and every Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no Improvement, including but not limited to, building, fence, wall, or other structure shall be commenced, erected, maintained or placed upon a Lot unless and until the plans and specifications therefore and Lot plans have been approved in writing by the Board. Each such Improvement shall be placed on the premises only in accordance with the plans and specifications so approved. The plans shall show the nature, kind, shape, height, materials and location of the improvements to be made and must be in harmony of the external design and location to surrounding structures and topography. Refusal of approval of plans and specifications by the Board may be based on any ground, including purely esthetic grounds which, in the sole and uncontrolled discretion of the Board shall seem sufficient. No alteration in the exterior appearance of a Dwelling, the buildings or structures on a Lot shall be made without like approval.

5.3 There shall be submitted to the Board a building application on forms approved by the Board together with two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alterations of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include Lot plans showing the location on the Lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the scheme to be implemented. The Board shall set an administrative fee which from time to time may be increased or decreased as needed.

5.4 The Board shall approve or disapprove plans, specifications and details within sixty (60) days from the receipt thereof. In the event that the Board fails to take any action within the time provided herein, the plans shall be deemed to be approved and this Article will be deemed to have been fully complied with.

5.5 Neither the Board nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

5.6 The Board of Directors shall receive no salaries or compensation related to their duties recited herein.

5.7 Variances. The Board of Directors may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent of this Declaration and adjustment will not be materially detrimental or injurious to the other property or improvements in the neighborhood, the subdivision or the development. The Member seeking the variance must have prior written approval from Davis County and/or any necessary governmental regulatory body before any variance will be approved by the Board of Directors.

## **ARTICLE 6** **LAND USE RESTRICTIONS AND GENERAL REQUIREMENTS**

6.1 Mutuality of Benefit and Obligation. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Project and are intended to create mutual, equitable servitudes upon each Lot in favor of all of the other Lots therein; to create reciprocal rights between the respective Owners of all said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the Owner of each such Lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots in the subdivision and development and their respective Owners.

6.2 Leasing Restrictions. In order to (a) protect the equity of the individual property Owners at the Project; (b) carry out the purpose for which the Project was formed by preserving the character of the Project as a residential community of predominantly owner-occupied Lots and by preventing the Project from assuming the character of an apartment, renter-occupied complex; and (c) comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provides that the Project by substantially owner-occupied, leasing of a Dwelling on a Lot shall be limited to thirty (30%) percent of the Lots in the Project. Any Owner who intends to lease his Lot shall submit a written application to the Board of Directors requesting permission that he do so, which consent shall not be unreasonably withheld so long as at least seventy (70%) percent of the Lots in the Project are owner-occupied. No Lot may be leased without the prior written consent of the Board of Directors.

6.2.1 Undue Hardship. The Board of Directors, in its sole discretion, shall be empowered to allow reasonable leasing of Lots beyond the percentage limitation

set forth herein upon written application to avoid undue hardship of an Owner. By way of illustration and not by limitation, examples of circumstances which would constitute undue hardship are: (a) an Owner must relocate his residence and cannot, within ninety (90) days from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (b) the Owner dies and the Lot is being administered by his estate; (c) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Dwelling; (d) the Lot is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses. The Owner who has demonstrated an inability to lease the Lot would result in an undue hardship and have obtained the requisite approval of the Board may lease the Lot for such duration as the Board reasonably determines necessary to prevent the undue hardship.

6.2.2 Any Owner who believes that he must lease his Lot to avoid an undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board within ten (10) days after it has been signed by both parties.

6.2.3 The leasing restrictions shall not apply to a mortgagee, lender or beneficiary of a deed of trust who has obtained title to the Lot through foreclosure and is considered exempt until such time as the Lot is conveyed.

6.2.4 Leasing Rules and Regulations. Any transaction which does not comply with this section shall be voidable at the option of the Board of Directors. No Owner may lease the Lot or Dwelling for short term, transient, hotel, resort, vacation, seasonal, or corporate use, including by way of illustration, any rental for an initial lease term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate person or less than the entire Dwelling without the written permission of the Board of Directors. No rental shall be allowed to create or maintain a nuisance.

6.3 General Restrictions. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot in the Project.

6.3.1 Animals. No horses, cattle, swine, goats, or poultry shall be kept on any Lot.

6.3.2 Completion of Improvements. Once construction of an Improvement is started on or within any Lot, the Improvement must be substantially completed in accordance with plans and specifications, as approved by the Board of Directors, within six (6) months from commencement.

6.3.3 Fences. No boundary walls shall be constructed without the prior approval of the Board of Directors.

6.3.4 Firearms. No shooting of firearms shall be permitted anywhere within the Project.

6.3.5 Fireworks. No fireworks shall be permitted anywhere within the Project except for the day before, day of and the day after the following holidays: Fourth of July (Independence Day), Twenty-fourth of July (Pioneer Day) and New Year's Eve. For those days when fireworks are permitted, firework use must be completed by eleven o'clock (11:00) p.m. Notwithstanding the limited permission given herein, no aerial fireworks will be permitted at any time.

6.3.6 New Improvements. All Improvements constructed or placed on any Lot shall be constructed with a substantial quantity of new material.

6.3.7 Noxious Activities. No noxious, offensive or illegal activities shall be carried on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

6.3.8 Out-of-Commission Vehicles. No stripped down, partially wrecked, or junk motor vehicles, water craft, farm or garden equipment or sizeable part thereof, shall be permitted to be parked on any street or area in the Project or on any Lot.

6.3.9 Pets. Domestic pets are allowed so long as the Owner complies with the other provisions of this Declaration and with Davis County Animal Services Ordinance Section 6.12.060 (2011), as amended. Owners may own, harbor, license or maintain up to three (3) cats or dogs, in any combination, upon a Lot. If three (3) dogs are maintained on the Lot, one of the dogs shall have been acquired from a legitimate animal shelter (as defined in the Utah Animal Welfare Act). Dogs must be contained within the Owner's Lot or on a leash and shall not be allowed to run free throughout the Property. Owners are responsible to pick up after their dog(s) and keep their dog(s) from barking to the point of annoyance to other Owners.

6.3.10 Recreation Vehicles. Recreation vehicles may not be parked or maintained on a Lot within the visibility of the street or walkway for any period beyond five (5) calendar days.

6.3.11 No Burning of Refuse. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

6.3.11.1 Violation of this provision is punishable by fine and will be levied by the Board of Directors on a case-by-case basis. Any fine levied shall be a lien against the Owner's property and payable within thirty (30) days of the Board's decision.



6.3.12 Signs. No signs or other advertising shall be displayed on any Lot unless the size, form, and number of same are first approved in writing by the Board of Directors, except for signs related to the sale of a Lot. No signs may be displayed anywhere within the Common Area.

6.3.13 Temporary Structures. No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on any Lot.

6.3.14 Trash Receptacle. Trash, rubbish or garbage shall be placed within the dumpsters located at the Project. No items may be left outside of the dumpster and no stoves, mattresses, appliances or any other item weighing over forty (40) pounds may be placed in the dumpster.

6.3.15 Trees; Natural Growth. No tree or a natural growth shall be removed from any Lot or land in the Project without the prior written consent of the Board of Directors.

## **ARTICLE 7** **ENFORCEMENT**

7.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the 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.

7.2 Fines. Each Owner and resident is responsible for adhering to the Project documents governing the Project. Pursuant to U.C.A. section 57-8a-208, a breach of these restriction covenants and any Association rules is subject to enforcement pursuant to the Declaration and may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his residents, tenants and guests. Fines levied against the resident, tenant and/or guest are the responsibility of the Owner.

7.2.1 Before assessing a fine as permitted herein, the Board of Directors shall:

7.2.1.1 Notify the Owner of the violation; and

7.2.1.2 Inform the Owner that a fine will be imposed if the violation is not remedied within forty-eight (48) hours.

7.2.2 The Board of Directors shall review each violation and decide the appropriate sanction on a case-by-case basis. Depending on the severity of the noncompliance, the board may issue fines from \$25.00-\$200.00 per occurrence. Each day that the noncompliance continues shall be an occurrence. Fines shall be payable within

thirty (30) days of the Board's decision.

7.2.3 Unpaid fines may be collected as an unpaid assessment, shall be a lien against the Owner's property and may accrue interest at the rate of eighteen percent (18%) per annum, late fees and any attorney's fees and/or costs incurred to collect.

7.2.4 An Owner who is assessed a fine may request an informal hearing to protect or dispute the fine within fourteen (14) days from the date the fine is assessed. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

## **ARTICLE 8** **RESPONSIBILITIES AND BENEFITS OF MEMBERSHIP**

8.1 Every Person acquiring legal or equitable title to any Lot in the Project becomes a Member of the Association. With such ownership in the Association, he then becomes subject to the requirements and limitations imposed in these restrictions and to the regulations and assessments of the Association, with the exception, however, of such person or persons who hold an interest in any such Lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds or trust, or real estate contract purchases. However, if such a person should realize upon his security and becomes the real owner of a Lot within the Property, he will then be subject to all the requirements and limitations imposed in these restrictions on Owners of Lots within the Property and on Members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

8.2 Grantee's Acceptance. The grantee of any Lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto, of the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and of the Association and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, the Association, and with grantees and subsequent owners of each of the Lots within the development to keep, observe, comply with and perform said restrictions and agreements.

8.2.1 Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such Lot. The general purpose of the Association is to further and promote the community welfare of property Owners in the Project.

8.3 The Association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all recreational facilities and other properties within the Project as it may from time to time own.

8.4 The Association shall have all the powers that are set out in its Articles of Incorporation and Bylaws and all other powers that belong to it by operation of law, including, but not limited to, the power to assess and collect from every Member of the Association a uniform regular assessment per single-family residential Lot within the Project. The amount of such charge is to be determined by the Board of Directors of the Association.

8.5 Association's Right to Perform Certain Maintenance. In the event an Owner of any Lot in the Project shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right to enter upon said Lot and repair and restore the Lot and the exterior of any improvements erected thereon. Such entry shall not be deemed a trespass. Such right shall not be exercised unless two-thirds (2/3) of the Board of Directors shall have voted in favor of such action. The cost of such exterior restoration and maintenance shall be added to and become a part of the annual charge to which such Lot is subject. The Association shall not be liable for any damage which may result from any maintenance work performed hereunder.

8.6 Indemnity of Association Directors and Officers. The Association will maintain appropriate insurance coverage to indemnify the officers, agents and Directors of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

## **ARTICLE 9** **GENERAL PROVISIONS**

9.1 Duration. These covenants and restrictions shall effect and run with the land and shall exist and be binding upon all parties and all persons claiming under them unless properly amended. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

9.2 Amendment. Subject to the other provisions of this Declaration, at any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of 66.6% of the Owners of the Lots, unless the amendments are necessary to bring certain provisions of the Declaration into compliance with federal and state law, at which point, only the approval of a majority of the Owners establishing a quorum is required. Any amendment must be in writing and recorded to become effective. No such amendment will be retroactively binding upon the holder of any mortgage or trust deed unless exclusively provided for by law.

9.3 Remedies. The Association or any party to whose benefit these restrictions inure, including the Declarant and assigns, may proceed at law or in equity to

prevent the occurrence, continuation or violation of any of these restrictions; provided, however, that it is expressly understood that neither Declarant nor the Board of Directors shall be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these restrictions.

9.3.1 No Waiver. No delay or failure on the part of an aggrieved party to invoke an available remedy herein in respect to a violation of any of these restrictions shall be held to be a waiver by that party of any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

9.4 Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Members.

9.5 Severability. Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the restrictions.


9.6 Captions; Form of Word. The underlined captions preceding the various paragraphs and subparagraphs of these restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9.7 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

9.8 Trustee: Pursuant to section 57-8a-212(j), the Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Debra Griffiths Handley, attorney at law, as trustee, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration. The Declarant may replace the trustee at any time so long as the trustee qualifies under Subsection 57-1-21(1)(a)(i) or (iv).

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Riviera Townhome Owners Association, Inc., have been approved by the affirmative vote of 75% of the entire Membership of the Riviera Townhome Owners Association, Inc., as of the 1<sup>st</sup> day of June, 2012.

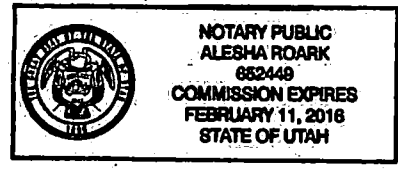
**RIVIERA TOWNHOME OWNERS  
ASSOCIATION, INC.**

  
By: Jamie Malley  
Its: President

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

I hereby certify that on the 6 day of July, 2012, personally appeared before me Jamie Malley, who, being by me first duly sworn, declared that she is the person who signed the foregoing document and that the statements therein contained are true.

  
NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION  
RIVIERA TOWNHOUSE PLANNED UNIT DEVELOPMENT – PHASE I**

BEGINNING AT A POINT ON THE EAST LINE OF A HIGHWAY WHICH IS S 89° 47' 48" W 1718.70 FEET ALONG THE QUARTER SECTION LINE AND N 0° 06' 15" E 505.23 FT. FROM THE EAST QUARTER CORNER OF SECTION 18, T2N, R1E, SLB&M; AND RUNNING THENCE EAST 744.10 FT. ALONG THE EXISTING FENCE LINE, THENCE N 1° 18' W 175.94 FT. ALONG THE WEST LINE OF GREEN MEADOWS SUBDIVISION; THENCE WEST 579.80 FT.; THENCE S 0° 06' 15" W 80.00 FT.; THENCE WEST 160.00 FT.; THENCE S 0° 06' 15" W 95.89 FT. ALONG THE EAST LINE OF THE HIGHWAY TO THE POINT OF BEGINNING. CONTAINING 2.702 ACRES.

Lots 1-32, PLUS COMMON AREAS.

**Tax parcels numbers:**

03-105-0001	03-105-0026
03-105-0002	03-105-0027
03-105-0003	03-105-0028
03-105-0004	03-105-0029
03-105-0005	03-105-0030
03-105-0006	03-105-0031
03-105-0007	03-105-0032
03-105-0008	03-105-0033 (Common Areas)
03-105-0009	
03-105-0010	
03-105-0011	
03-105-0012	
03-105-0013	
03-105-0014	
03-105-0015	
03-105-0016	
03-105-0017	
03-105-0018	
03-105-0019	
03-105-0020	
03-105-0021	
03-105-0022	
03-105-0023	
03-105-0024	
03-105-0025	

**EXHIBIT B**

**BYLAWS**

**AMENDED & RESTATED**

**BYLAWS**

**RIVIERA TOWNHOME OWNERS ASSOCIATION, INC.  
A Utah Nonprofit Organization**



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**AMENDED & RESTATED  
BYLAWS**

**RIVIERA TOWNHOME OWNERS ASSOCIATION, INC.  
A Utah Nonprofit Organization**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation, the Board of Directors of the Riviera Townhome Owners Association, Inc., hereby adopts the following Amended & Restated Bylaws this 1<sup>st</sup> day of June, 2012.

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

1.1. **Name.** The name of the nonprofit corporation is “Riviera Townhome Owners Association Inc., (“hereinafter referred to as the “Association.”)

1.2. **Offices.** The principal office of the Association where the Association’s governing documents shall be maintained at the office of the Association’s Trustee. The Board of Directors may change the location of the principal office at any time. Nothing contained herein shall prevent the office from being located at any other place in the State of Utah.

1.3. **Fiscal Year:** The fiscal year of the Corporation shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

1.4. **Application to Project.** The provisions of these Bylaws are applicable to the housing project known as the Riviera Townhomes, in Centerville, Davis County, Utah. All present and future Owners and their tenants, future tenants, employees, and any other persons who might use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws, in the Articles of Incorporations, and in the Amended and Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”) recorded or to be recorded in the office of the Davis County Recorder and applicable to the Project. The mere acquisition or rental of any Lot in the Project or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, ratified, and will be observed.

**ARTICLE II  
DEFINITIONS**

**Definitions.** Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference.

**ARTICLE III**  
**MEETING OF MEMBERS**

3.1 **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held any day and any time during the months of March through May. The annual meeting date and time shall be noticed by the Board of Directors subject to the Notice of Meeting requirements specified in Article III, Section 3 of the Bylaws and Article IV, Section 5 of the Declaration.

3.2 **Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all of the votes.

3.3 **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 mailing a copy of such notice, postage prepaid, at least thirty (30) and not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of 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. Notice provided by email shall constitute fair and reasonable notice under the Act if the Member receiving notice by email has previously authorized this method of notice in writing.

3.4 **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of all the votes, excluding those lots with voting rights suspended, 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 thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

3.5 **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 secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

**ARTICLE IV**  
**BOARD OF DIRECTORS / SELECTION / TERM OF OFFICE**

4.1 **Number.** The affairs of this Association shall be managed by a board of seven (7) directors. The Directors shall be Members of the Association.

4.2 **Term of Office.** At each annual meeting, the Members shall elect directors as required for a term of two (2) years.

4.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

4.4 Compensation. No director shall receive compensation for his service upon the Board. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. Directors performing tasks and duties beyond those required in their role as director may be compensated at a reasonable rate established by the Board.

4.5 Action Taken without a Meeting. The directors 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 the directors. Approval served by email, so long as the respondent confirms receipt, shall constitute written approval. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

5.1 Election. Elections to the Board of Directors shall be by secret written ballot. At such election the Members or their 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. Cumulative voting is not permitted.

#### **ARTICLE VI MEETINGS OF DIRECTORS**

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held periodically, but not less than every ninety (90) days, at such place and hour as may be fixed from time to time by resolution of the Board.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

#### **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

7.1 Powers. The Board of Directors shall have power to:

7.1.1 Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

7.1.2 Suspend the voting rights, right to use of the recreational facilities, and utilities paid as Common Expenses of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice for a period not to exceed sixty (60) days from infraction of published rules and regulations;

7.1.3 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;

7.1.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

7.1.5 Employ a manager, independent contractor or such other employees as they deem necessary and prescribe their duties.

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

7.2.1 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-third (1/3) of the Members who are entitled to vote;

7.2.2 Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

7.2.3 As more fully provided in the Declaration, to:

7.2.3.1 Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

7.2.3.3 Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

7.2.3.4 Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these

certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

7.2.3.5 Procure and maintain adequate liability and hazard insurance on property owned by the Association;

7.2.3.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and;

7.2.3.7 Cause the Common Area to be maintained.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

8.1 Enumeration of Officers. The officers of this Association shall be a president and a vice-president, who shall at all times be Members of the Board of Directors, a secretary, and treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board 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 Board may, from time to time, determine.

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 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 therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

8.7 Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except the case of special offices created pursuant to Section 4 of this Article.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and may co-sign checks and promissory notes.

8.8.2 Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board, including the authority to co-sign checks.

8.8.3 Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association 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 Association together with their addresses, and shall perform such other duties as required by the Board, including the authority to co-sign checks.

8.8.4 Treasurer: 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 Board of Directors; may co-sign checks of the Association; keep proper books of account; cause an audit of the Association books to be made by a public accountant at least every three (3) years; and shall prepare an annual budget and 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.

8.9 No Compensation. No officer shall receive compensation for his service as an officer. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties. Officers performing tasks and duties beyond those required in their role as officer may be compensated at a reasonable rate established by the Board.

## **ARTICLE IX** **COMMITTEES**

9.1 The Board of Directors may appoint one or more Members to a committee as it deems appropriate in carrying out its purposes.

## **ARTICLE X** **BOOKS AND RECORDS**

10.1 The books, and 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 Bylaws 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 XI** **INDEMNIFICATION**

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

11.2. **Insurance.** The Association shall purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a Director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

11.3. **Payments and Premiums.** All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

## **ARTICLE XII** **RULES AND REGULATIONS**

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

adopted by the Board of Directors, and with copies of all amendments and revisions thereof.

12.2 A violation of such rules and regulations shall be deemed a violation of the terms hereof and may be enforced by any remedies provided for herein and/or in the Declaration or the laws of Utah.

### **ARTICLE XIII** **AMENDMENTS**

13.1 The Board of Directors may amend these Bylaws at any time to add, change, or delete a provision unless restricted by these Bylaws, Utah Code Ann. sections 16-6a-1010 thru 16-6a-1011, the Articles of Incorporation or the Declaration.

13.2 Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the Members holding at least 66.6% of the Owners of the Lots by an instrument or instruments duly recorded in the offices of the County Recorder for Davis County, State of Utah.

### **ARTICLE XIV** **INTERPRETATION**

14.1. **Interpretation.** The captions which precede the various portions of these Bylaws are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Bylaws shall not affect the validity or enforceability of the remainder hereof. These Bylaws have been prepared in conjunction with the Declaration and should be read and construed in light of that fact and liberally so as to affect all of the purposes of both instruments. To the extent the provisions of the Utah Revised Nonprofit Corporation [U.C.A. section 16-6a-101, et seq. (2000)], the Utah Community Association Act [U.C.A. section 57-8a-101, et seq. (2012)] and any modifications, amendments, and additions thereto are consistent with these Bylaws, the Articles of Incorporation and the Declaration, such legislation shall supplement the terms hereof.

14.2 **Conflict.** In the case of any conflict between the Association's governing documents, the following order prevails:

- 14.2.1 The Utah Community Association Act;
- 14.2.2 The Utah Revised Nonprofit Act;
- 14.2.3 The Articles of Incorporation;
- 14.2.4 The Declaration;
- 14.2.5 These By-Laws; and
- 14.2.6 Association Rules and Regulations.

IN WITNESS WHEREOF, these Bylaws have been approved by the affirmative vote of 75% of the entire Membership of the Riviera Townhome Owners Association, Inc., as of the 1<sup>st</sup> day of June, 2012.

**RIVIERA TOWNHOME OWNERS  
ASSOCIATION, INC.**

  
By: Jamie Malley  
Its: President