

WHEN RECORDED RETURN TO:

Bennett Tueller Johnson & Deere, LLC
Attn: David Parkinson
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121

Tax Parcel Nos.: 03-264-0001; 03-264-0004;
03-264-0002; 03-264-0005;
03-264-0003; 03-264-0006

**FIRST AMENDMENT TO
ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RILEY COURT PLACE, A PUD SUBDIVISION**

This First Amendment to Enabling Declaration of Covenants, Conditions and Restrictions of Riley Court Place, a PUD Subdivision (this "Amendment") is entered into and executed as of this 26th day of January 2018, by Steve Peterson, authorized by and acting on behalf of the Management Committee (the "Peterson").

RECITALS

A. The Enabling Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated November 4, 2014, was recorded on November 18, 2014 as Entry No. 2834568 in Book 6147, commencing at Page 1000 of the official records in the office of the County Recorder of Davis County, State of Utah. The Declaration affects certain real property located in Davis County, Utah as more particularly described in the attached Exhibit A, which is incorporated herein by this reference.

B. Section 14.3 of the Declaration permits an amendment of the Declaration with the affirmative vote of at least seventy-five percent (75%) of the undivided ownership interest in the Common Areas and Facilities, and by the recordation of an instrument that certifies that the required vote has occurred and executed by the Management Committee of the Association.

C. At the time of this Amendment, House Brand Ranch, LLC, a Utah limited liability company ("House Brand") is the Owner of at least seventy-five percent (75%) of the Common Areas and Facilities and House Brand approves of this Amendment.

D. House Brand desires to amend the Declaration with this Amendment and has complied with all requirements of the Declaration to effectuate this Amendment.

AMENDMENT

NOW, THEREFORE, based on the requisite affirmative vote or agreement and in consideration of the reciprocal benefits derived from the amendments set forth below, the Declaration is hereby amended as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Declaration.

2. Recitals. All of the recitals set forth above are hereby incorporated into this Amendment by this reference and are made a part hereof.

3. Architectural Control. Article XII of the Declaration, entitled "Architectural Control" is hereby deleted from the Declaration in its entirety and replaced with the following:

ARTICLE XII

ARCHITECTURAL CONTROL

It is the intention and purpose of this Declaration to impose architectural standards on any improvements to any Lot of a type and nature that result in improvements which are architecturally compatible. To accomplish this goal, the Management Committee hereby establishes the Architectural Committee, which is empowered to oversee and enforce the architectural design standards set forth in this Declaration.

12.1 Architectural Committee Created. The Architectural Committee will consist of three (3) members, each appointed by the Management Committee, who do not need to be Owners. The initial Architectural Committee shall be Steve Peterson, Linda Peterson, and James Glascock.

12.2 Approval by Committee Required. No improvements of any kind, including without limitation the construction of any dwelling, garage, out-building, parking area, driveway, walkway, fences, walls, curbs, poles, satellite dishes or antenna, solar panels, or any other permanent structure (collectively, "Improvements") may be constructed, erected, or installed in the Project, including without limitation, any Common Area, without the prior written consent of the Architectural Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation with an estimated cost of greater than \$500 shall be made without the advance written consent of the Architectural Committee. Approval of the Architectural Committee will be sought in the following manner:

(a) Plans Submitted. Plans for the construction of any new Improvements must be submitted to the Architectural Committee for review. It is recommended that a preliminary plan be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the precise location on the Lot of the Improvements; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample, including color samples; and a

landscape plan showing the location of landscaped areas, fences (including fence design), driveways, walkways, patios, decks and other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification of an existing dwelling, the Architectural Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

(b) Review Fee. The applicant shall be required to pay a review fee to the Architectural Committee in an amount necessary to cover the costs of review and the administration of the program in an amount to be established from time to time by the Architectural Committee. The initial review fee, which may be adjusted from time to time by the Architectural Committee in its sole discretion, shall be \$1,000. In addition, the Architectural Committee may assess a fee for the professional review of the plans in accordance with the provisions of Section 12.3 below.

(c) Review. Within fifteen (15) days from receipt of a complete submission, the Architectural Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Architectural Committee will approve the plans. The Architectural Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Architectural Committee will review preliminary plans, without fee, and make its comments known to the Owner; provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Architectural Committee and the Owner will each sign a copy of the plans, which shall be left with the Architectural Committee. No construction that is not in strict compliance with the plans approved will be permitted.

(d) Written Record. The Architectural Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five (5) years. The Architectural Committee will also provide evidence of this approval for the city if requested by the Owner.

(e) Failure to Act. If the Architectural Committee has not approved or rejected any submission within forty-five (45) days after payment of the review fee and submission of complete plans, the submission is deemed to have been approved.

12.3 Costs of Professional Review. The Architectural Committee may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Improvements on a case by-case basis or may elect to require the review of a design professional for every application. All costs of such additional review will be paid by the applicant; provided, however, that no architect or engineer will be

hired without advance notice to the applicant of the intention to hire a review architect or engineer and the estimated cost of that review. The costs of such review must be paid by the applicant prior to the commencement of any review. If the applicant does not withdraw the proposal within five (5) days after receipt of that notice, he is deemed to have consented to the Architectural Committee retaining such professional assistance. Whenever the Architectural Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the applicant, for himself and his successors and assigns, waives any and all claims against the Architectural Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances.

12.4 General Design Review. The Architectural Committee will use its best efforts to provide a consistent pattern of development, and consistent application of the standards and of this Declaration. These standards are, of necessity, general in nature, and it is the Architectural Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community. In deciding whether to approve or disapprove plans and specifications submitted to it, the Architectural Committee shall use its best judgment to insure that all Improvements on Lots within the Project conform to and harmonize each other, existing surroundings and structures, and that such proposed Improvements enhance the value and aesthetics of the Project.

12.5 Declarant, Trustees and Committee not Liable. The Management Committee, the Trustees, and the Architectural Committee and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claims against the Management Committee, the Association, the Trustees or Architectural Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce these covenants against every other Owner.

12.6 Limitations on Review. The Architectural Committee's review is limited to those matters expressly granted in this Declaration. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Architectural Committee prior to construction.

12.8 Approval of Contractor. In order to provide better assurances that the

provisions of this Declaration will be carried out during the construction and improvement of Lots, the Architectural Committee has reserved the right to approve the identity of those individuals and/or companies who may act as a general contractor on behalf of an Owner in the construction of a dwelling or other Improvements to be located upon a Lot within the Project, all in accordance with the terms herein contained. Declarant may delegate the right to approve such general contractors on a lot-by-lot basis to the Architectural Committee. Each Owner covenants and agrees by accepting title to a Lot, that such Owner shall use only an approved contractor as Owner's contractor for the construction of a dwelling and related Improvements upon a Lot located within the Project.


12.9 Government Approval. The powers and approvals of the Architectural Committee shall be subject to the powers and approvals of Bountiful City and/or Davis County.

4. Certification. The Management Committee hereby certifies, by the signature of its authorized representative below, that this Amendment has been authorized by the vote required in Section 14.3 of the Amendment.

5. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Agreement shall continue in full force and effect.

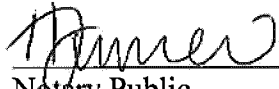
[END]

IN WITNESS WHEREOF, this Amendment is executed by a duly authorized agent of the Management Committee as of the date first set forth above.


Steve Peterson, authorized representative of
the Management Committee

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 26th day of January 2018, personally appeared before me Steve Peterson, who, by being duly sworn, did say that he is an authorized representative of the Management Committee and that he signed the foregoing instrument on behalf of the Management Committee.


Notary Public

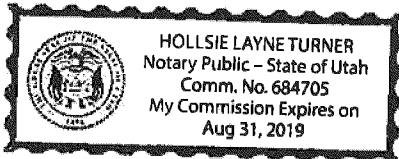


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Property is located in Bountiful City, Davis County, State of Utah, and is further 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.