

After Recording Return to:

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS**

For
Riverside Place Subdivision, a Master Community
In Davis County, Utah

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERSIDE PLACE SUBDIVISION, a Master Community (this "First Amendment" or "Master Declaration") hereby amends that certain Declaration of Covenants, Conditions and Restrictions for Riverside Place Subdivision, recorded on July 18, 2018 in the Davis County Recorder's Office as Entry No. 3105536 ("Enabling Declaration") and is adopted by the MB - RIVERSIDE PLACE, LLC, a Utah limited liability company, and MB - RIVERSIDE PLACE PHASE 4, 5, 6, LLC, a Utah limited liability company (hereinafter collectively "Declarant") for and on behalf of its members, and made effective as of the date recorded in the Davis Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property" or "Master Community"), which Property is composed of the entire community – both Master Association and Sub-Association.

(B) On or about August 16, 2017, a Plat Map depicting Phase 1 for Riverside Place Subdivision was recorded in the Davis County Recorder's Office as Entry No. 3039013.

(C) On or about August 16, 2017, a Plat Map depicting Phase 2 for Riverside Place Subdivision was recorded in the Davis County Recorder's Office as Entry No. 3039013.

(D) On or about July 18, 2018, the Declaration of Covenants, Conditions and Restrictions for Riverside Place Subdivision was recorded in the Davis County Recorder's Office as Entry No. 3105536 ("Enabling Declaration").

(E) The Bylaws were recorded on August 2, 2018 as Entry No. 3105536 ("Enabling Bylaws").

(F) On or about August 3, 2018, the Articles of Incorporation for Riverside Place Homeowners' Association, Inc. was filed with the Utah Secretary of State ("Enabling Articles")

(G) On or about July 15, 2019, a Plat Map depicting Phase 3 for Riverside Place Subdivision was recorded in the Davis County Recorder's Office as Entry No. 3172405.

(H) The Project remains within the Class B Control Period.

(I) As authorized by Articles 21.8 of the Enabling Declaration, during the Class B Control Period, Declarant may amend the Declaration in Declarant's sole discretion.

(J) The primary purpose of this First Amendment is to modify the Project in order to create a master homeowner association and corresponding sub-association in order to better administer to the Master Community and provide for the different housing product and needs of Owners within the Master Community.

(K) Those Lots located within the Master Community but outside of the Riverside Place Adult Community Sub-association ("Sub-association") are not subject to age restrictions. Accordingly, specific age restriction including, but not limited to Articles 11.1 and 12.1 of the Enabling Declaration are not applicable to those Lots outside of the Sub-Association.

(L) All Owners within the Master Community shall retain corresponding easements and access to any parks and amenities throughout the Master Community, whether located in the Sub-Association or Master Association.

(M) Declarant shall cause to be prepared, executed and recorded the necessary governing documents to create the Riverside Place Adult Community Sub-association within the Master Community.

(N) Declarant intends to amend the existing Enabling Articles with the Utah Department of Commerce in conjunction with the approval of this First Amendment ("Articles of Amendment"), which shall be filed with the State of Utah, clarifying the operation of both a Master Association and Sub-association.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part hereof.

2. **No Other Changes.** Except as otherwise expressly provided in this First Amendment and the subsequent Sub-association Declaration, the Enabling Declaration remains in full force and effect.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Enabling Declaration, Enabling Bylaws, or Enabling Articles, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Enabling Declaration, Enabling Bylaws or Enabling Articles that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

5. Amended Definitions. The following definitions set forth in the Enabling Declaration, Enabling Articles and Enabling Bylaws are modified as follows:

Where these definitions are used within the Enabling Declaration, Enabling Articles and Enabling Bylaws, they shall be revised as follows:

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Enabling Declaration, Enabling Articles and Enabling Bylaws, shall have the following meanings:

(B) All references to "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee created by this Enabling Declaration, which governs the Master Community. If no ACC is established, the Master Board shall fulfil the duties of the ACC. With the exception of that work performed by Declarant and Declarant Related Entities, all Improvements in the Master Community must receive prior, written approval from the ACC.

(C) All references to "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, master assessment, sub-association assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) All references to "Articles" shall mean the First Amended Articles of the Association, as amended from time to time, hereinafter referred to as "Master Articles". All references in the Enabling Declaration, Enabling Bylaws and Enabling Articles to "Articles" shall hereinafter refer to "Master Articles."

(E) All references to "Association" in the Enabling Declaration shall mean RIVERSIDE PLACE HOMEOWNER'S MASTER ASSOCIATION, INC, and as the context requires, the officers or directors of that Master Association.

All references to "Sub-association" shall mean a separate and distinct area within the Master Community, wherein the separate Riverside Place Adult Community Sub-association is formed, which is intended to constitute housing for older persons, age 55 and older consistent with the Housing for Older Persons Act. The Sub-association shall include a portion of the Master Community within part of phases 1, 2 and 3, as further identified in **Exhibit B**.

(G) All references to "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of the Master Association, which may also be referred to as Master Board.

(H) All references to "Bylaws" shall mean the Bylaws of the Master Association, as amended from time to time, which may also be referred to as Master Bylaws.

(K) All references to "Common Areas" shall mean all property designated on the recorded Plat(s) or described in this Master Declaration or Sub-Association Declaration as Common Area, being intended ultimately to be owned by the Master Association or Sub-association for the common use and enjoyment of all Owners, together with all improvements thereon and all of the easements appurtenant thereto, including, but not limited to: detention basin(s), private utility lines (not owned and maintained by the City/County), community signage, and open space, if any. The Master Association or Sub-association, as determined between the associations, shall maintain the Common Areas. With Master Association approval, the Sub-association may be tasked with certain maintenance responsibilities where necessary and prudent.

Subsequent Sub-association Declarations, as approved by the Master Association, may make further designations within said Sub-association with regard to Common Expenses within sub-associations.

(L) All references to "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Associations, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions,

restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments, charges, fines, penalties and liens imposed pursuant hereto; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act. The Master Association or Sub-association, as determined between the associations, may determine how assessments for Common Expenses are levied.

(N) All references to "Declaration" shall mean the Enabling Declaration, as modified by this First Amendment, hereinafter referred to as the "Master Declaration," together with any subsequent amendments or additions through supplemental declarations.

(T) All references to "Member" or "Owner" shall mean and refer to every person who holds membership in the Master Association and/or Sub-association, including an Owner and the Declarant as set forth herein.

6. Easements. Owners in the Master Association and Sub-association shall enjoy reciprocal easements with regard to Common Area, utilities, access and related items, as set forth in the Enabling Declaration, including all parks and open space in the Master Community.

7. Assessments & Cooperation of the Associations. In addition to the assessments set forth in the Enabling Declaration, the Associations may coordinate in levying master or sub-association assessments to meet the needs of Owners in the Master Community, as well as the Sub-Association. Such assessments may consider both general and individual services Owners receive in the Master or Sub-association.

(a) Sub-association. During the Class B Control Period, the Master Association shall have the sole and absolute right to create one or more Sub-associations for purposes not inconsistent with this Master Declaration including, but not limited to, the following which shall be provided for in a Sub-association Declaration:

- i. Promulgate rules and regulations governing Sub-association Common Area owned by or under the control of the Sub-association and rules and regulations governing the reasonable use of said Lots.
- ii. Determine the services, in addition to those furnished by the Master Association, which are to be furnished to or for the benefit of the Members of the Sub-association.
- iii. Assess the Sub-association for collection of the Master Association Assessments or Owners directly.

(b) Master Declaration Controls. Sub-associations may be formed with the approval of the Master Board and by satisfying all necessary legal requirements

including, but not limited to, the preparation, execution and recording of Sub-association governing documents.

- (c) Relationship between Association and Sub-associations. It is the purpose and intent of the provisions of this Master Declaration that the Master Association shall be charged with and responsible for the management of all activities in the Master Community including, in addition to all other duties and responsibilities set forth herein, the following:
- i. The approval of all rules and regulations of each Sub-Association and providing of assistance, where deemed appropriate by the Master Association, to a Sub-association in the enforcement thereof; and
 - ii. Approval of responsibilities between the associations with the collection of Assessments of the Sub-association.

Nothing herein contained shall restrict or prohibit a Sub-association from owning, in its own name, Common Area or other property related thereto, the use of which shall be restricted to Members of that Sub-association. However, it is the intent of this Master Declaration that any such Common Area owned by a Sub-association, the use and maintenance thereof and the activities of the Sub-Association, shall be consistent with and in furtherance of the Project objectives and the terms and provisions of this Master Declaration to assure that the whole of the Project is developed and approved as a quality residential community.

8. Reinvestment Fee. Article 8.7 is deleted in its entirety and replaced with the following:

With the exception of those Lots conveyed by Declarant or Declarant Related Entities, which shall be exempt from the Reinvestment Fee, the Association shall levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount set by the Board from time to time, not to exceed one-half of one percent (.05%) of the sale price of the Lot.

9. Article 3.4 is deleted in its entirety and replaced with the following:

Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from applicable Common Areas within the Subdivision, if any. The Association may adopt rules further governing snow removal.

10. Article 3.5 is deleted in its entirety and replaced with the following:

Landscaping. The Association shall perform general landscaping maintenance within the

Common Areas. The Association may adopt Rules to add further detail with regard specific landscape maintenance services provided by the Association.

11. Article 11.12 is deleted in its entirety and replaced with the following:

Vehicles, Trailers & Recreational Equipment. That Association may adopt rules governing the parking and storage of vehicles, trailers, recreational and other types of equipment in the community.

12. Address for Submittal. Article 14.5 is deleted in its entirety. The Association by rule may adopt rules and procedures where to submit plans for Improvements.

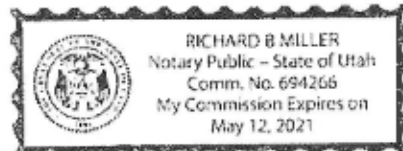
MB - RIVERSIDE PLACE, LLC

Scott Heagy
By: Scott Heagy
Its: Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 9th day of Dec., 2019, personally appeared before me Scott Heagy, who being by me duly sworn, did say that he is a Member of MB - Riverside Place, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.

Richard B. Miller
Notary Public
Residing at: SALT LAKE
My Commission Expires: 5/12/2021



MB - RIVERSIDE PLACE PHASE 5, 5, 6 LLC

Scott Heagy
By: Scott Heagy
Its: Member

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 9TH day of Dec., 2019, personally appeared before me Scott Heagy, who being by me duly sworn, did say that he is a Member of MB - Riverside Place Phase 4, 5, 6 LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.

Richard B. Miller
Notary Public
Residing at: SALT LAKE
My Commission Expires: 5/12/2021

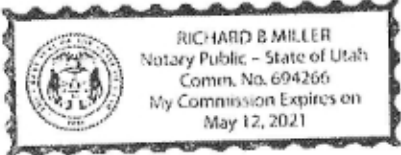


Exhibit "A"
Legal Description

ALL OF LOT 1-R, RIVERSIDE PLACE PHASE 1 SUBDIVISION. CONT. 0.17300 ACRES.

Serial No. 13-322-0001

ALL OF LOT 201-R THROUGH LOT 226-R, RIVERSIDE PLACE PHASE 2 SUBDIVISION.

Serial Nos. 13-323-0201 through 13-323-0226.

ALL OF LOT 301-R THROUGH LOT 328-R, RIVERSIDE PLACE PHASE 3 SUBDIVISION

Serial Nos. 13-345-0301 through 13-345-0328

Undeveloped Land

PART OF THE NW 1/4 OF SEC 28-T5N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 00°36'39" W 1129.01 FT & S 89°23'21" E 752.45 FT FR THE NW COR OF SD SEC 28; TH N 85°34'51" E 211.98 FT; TH S 87°38'59" E 90.62 FT; TH S 75°07'00" E 70.16 FT; TH S 72°40'46" E 102.89 FT; TH S 01°16'53" W 183.55 FT; TH S 85°35'00" W 464.25 FT; TH N 04°25'00" W 92.29 FT; TH N 10°34'05" E 72.46 FT; TH N 04°25'08" W 92.31 FT TO THE POB. CONT. 2.566 ACRES

Serial No. 13-018-0079

PART OF THE NW 1/4 OF SEC 28-T5N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 00°36'39" W 849.34 FT & S 89°23'21" E 489.66 FT FR THE NW COR OF SD SEC 28; TH N 80°22'55" E 203.16 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 164.86 FT, AN ARC LENGTH OF 38.98 FT, A DELTA ANGLE OF 13°32'51", A CHORD BEARING OF N 02°50'57" W, & A CHORD LENGTH OF 38.89 FT; TH N 03°55'30" E 78.31 FT; TH S 85°49'29" E 180.83 FT; TH S 04°10'30" W 80.00 FT; TH S 85°49'29" E 193.76 FT; TH N 57°40'43" E 79.14 FT; TH S 88°39'10" E 112.04 FT; TH S 01°20'50" W 96.57 FT; TH N 90°00'00" E 8.44 FT; TH S 03°11'39" W 136.61 FT; TH S 11°32'42" W 70.01 FT; TH S 04°07'05" W 100.74 FT; TH N 72°40'46" W 102.89 FT; TH N 75°07'00" W 70.16 FT; TH N 87°38'59" W 90.62 FT; TH S 85°34'51" W 211.98 FT; TH S 86°20'54" W 54.26 FT; TH N 44°30'55" W 65.00 FT; TH N 42°05'36" W 65.00 FT; TH N 31°44'02" W 65.00 FT; TH N 31°10'21" W 159.01 FT TO THE POB. CONT. 5.438 ACRES LESS & EXCEPT THAT PPTY DESC IN QC DEED RECORDED 12/13/2017 AS E# 3064348 BK 6910 PG 386 AS (PH 4 LOT 409) DESC AS FOLLOWS: PART OF THE NW 1/4 OF SEC 28-T5N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 00°36'39" W 1130.47 FT & S 89°23'21" E 1122.17 FT FR THE NW COR OF SD SEC 28; TH N 72°40'46" W 102.89 FT; TH N 11°04'18" E 85.65 FT; TH ALG A TANGENT CURVE TURNING TO THE

RIGHT WITH A RADIUS OF 5.50 FT, AN ARC LENGTH OF 8.79 FT, A DELTA ANGLE OF 91°35'22", A CHORD BEARING OF N 56°51'59" E, & A CHORD LENGTH OF 7.89 FT; TH S 77°20'20" E 84.46 FT; TH S 04°07'05" W 100.74 FT TO THE POB. CONT. 0.210 ACRES
TOTAL ACREAGE 5.228 ACRES

Serial No. 13-018-0080

PART OF THE NW 1/4 OF SEC 28-T5N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 00°36'39" W 854.28 FT & S 89°23'21" E 1246.32 FT FR THE NW COR OF SD SEC 28; TH E 245.75 FT, M/L, TO THE W LINE OF STAN COOK SUB PHASE 2 AMD AS SURVEYED; TH S 01°22'05" W 468.44 FT; TH S 85°34'52" W 268.33 FT; TH N 01°16'53" E 183.55 FT; TH N 04°07'05" E 100.74 FT; TH N 11°32'42" E 70.01 FT; TH N 03°11'39" E 136.61 FT TO THE POB. CONT. 2.853 ACRES

Serial No. 13-018-0081

PART OF THE NW 1/4 OF SEC 28-T5N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 00°36'39" W 696.26 FT & S 89°23'21" E 691.77 FT FR THE NW COR OF SD SEC 28; TH N 03°55'30" E 291.60 FT; TH S 86°00'06" E 434.61 FT; TH S 89°50'59" E 100.85 FT; TH S 01°20'50" W 327.82 FT; TH N 88°39'10" W 112.04 FT; TH S 57°40'43" W 79.14 FT; TH N 85°49'29" W 193.76 FT; TH N 04°10'30" E 80.00 FT; TH N 85°49'29" W 180.83 FT TO THE POB. CONT. 4.163 ACRES

Serial No. 13-018-0082

PART OF THE NW 1/4 OF SEC 28-T5N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 00°36'39" W 1130.47 FT & S 89°23'21" E 1122.17 FT FR THE NW COR OF SD SEC 28; TH N 72°40'46" W 102.89 FT; TH N 11°04'18" E 85.65 FT; TH ALG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 5.50 FT, AN ARC LENGTH OF 8.79 FT, A DELTA ANGLE OF 91°35'22", A CHORD BEARING OF N 56°51'59" E, & A CHORD LENGTH OF 7.89 FT; TH S 77°20'20" E 84.46 FT; TH S 04°07'05" W 100.74 FT TO THE POB. CONT. 0.210 ACRES

Serial No. 13-018-0083

Exhibit "B"

**Lots within Sub-Association & subject to Age Requirements as housing for older persons
pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995**

Phase 1:

Lot 1-R

Phase 2:

Lot 201-R

Lot 202-R

Lot 203-R

Lot 204-R

Lot 205-R

Lot 206-R

Lot 207-R

Lot 208-R

Lot 209-R

Lot 210-R

Lot 211-R

Lot 212-R

Lot 213-R

Lot 214-R

Lot 215-R

Lot 216-R

Lot 217-R

Lot 218-R

Lot 219-R

Lot 220-R

Lot 221-R

Lot 222-R

Lot 223-R

Lot 224-R

Lot 225-R

Lot 226-R

Phase 3:

Lot 301-R

Lot 302-R

Lot 303-R

Lot 304-R

Lot 305-R

Lot 306-R

Lot 307-R

Lot 308-R
Lot 309-R
Lot 310-R
Lot 311-R
Lot 312-R

Lot 321-R
Lot 322-R
Lot 324-R
Lot 325-R
Lot 326-R
Lot 327-R
Lot 328-R