

These Bylaws were omitted as Exhibit B of the Declaration recorded on July 18, 2018 as Entry No. 3105536

**BYLAWS
OF RIVERSIDE PLACE HOMEOWNERS'
ASSOCIATION, INC.**

The following are the Bylaws of Riverside Place Homeowners' Association, Inc. ("Bylaws"), a Utah nonprofit corporation ("Association"). Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions for Riverside Place Subdivision, an Adult Community of even date and recorded in the Official Records of the Davis County Recorder's Office (hereinafter the "Declaration"), and as the same may be amended from time to time.

ARTICLE II - MEETINGS OF OWNERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors ("Board"). The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of the total eligible votes of the membership. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

Section 2.4 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The proxy form provided with any notice of meeting may also provide an additional requirements and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting. The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as set forth in the Declaration.

The votes appurtenant to any one Lot may not be divided between Owners of such Lot and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot. The Association shall honor the vote of: a duly authorized trustee or successor trustee of a trust that is an Owner; the duly authorized representative of a legal entity that is an Owner; and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner as though such vote were the vote of the Owner.

ARTICLE III - BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. Except for the Initial Board selected by Declarant, which consists of three members and their successors, that may hold office during the Class B Control Period, the affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals. At the first meeting of the Owners at which the election of Directors will take place following the Class B Control Period, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Advisory Board Member. During the Class B Control Period and prior to turnover of the Association to Owner control, the Declarant and/or Board may identify an owner(s) to be an advisory member of the Board and participate in Board meetings and activities. This advisory member(s) shall not vote.

Section 3.3 Eligibility. Following the Class B Control Period, all members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Dwelling. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.4 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except during Class B Control Period, may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.5 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual and approved expenses incurred in the performance of his duties.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV - NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Following the Class B Control Period, nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. Following the Class B Control Period, the election of Directors shall be by vote or written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V - MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) five' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 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.

Section 5.4 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, secretary, and treasurer, as designated by the Board.

Section 7.2 Election of Officers. The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 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. Appointed Officers may be removed by the Board with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Duties. The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

ARTICLE VIII - CONTRACTS, LOANS & INVESTMENT

Section 8.1. Contracts. The Board may authorize any officer(s), agent(s), to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 8.2 Loans. Any loan entered into by the Association must be in accordance with the Declaration.

Section 8.3 Deposits & Investments. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total eligible votes of the membership prior to the investment.

ARTICLE IX - COMMITTEES

Section 9.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE X - MISCEANLEOUS

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting and the issue upon which the objection was based was perceptible and no objection to the particular procedural issue was made at the meeting.
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting.
- (c) If the objecting person was not in attendance at a meeting and had actual notice of the meeting before it occurred.
- (d) If the objecting person who was not in attendance at the meeting and did not have proper or actual notice fails to assert the objection within 30 days of receiving notice of the circumstances giving rise to their objection.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the

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.

Exhibit "B"
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