

WHEN RECORDED, RETURN TO:
CW The Monroe Partnership, LP
Attn: Legal Department
610 N 800 W
Centerville, UT 84014

Affecting Parcel Nos. 16314290290000 to and including 16314290900000

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR MONROE
TOWNHOMES**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR MONROE TOWNHOMES (the “**Second Amendment**”), is made and executed as of the date first written below on the signature page and is effective when recorded in the office of the Salt Lake County Recorder by the CW The Monroe Partnership, LP, a Delaware limited partnership (the “**Declarant**”).

RECITALS

A. The First Amended Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Monroe Townhomes was recorded in the office of the Salt Lake County Recorder on September 12, 2025, as Entry No. 14284756 in Book 11517 on Page 6995 (the “**Declaration**”).

B. Under Section 17.7 of the Declaration, the Declarant has the right to amend the Declaration without the consent of any other Owner during the Period of Declarant Control.

C. The Declarant now desires to amend the Declaration to amend the maintenance obligations for certain utilities due to the nature of the billing by the utility companies.

D. Capitalized terms in this Declaration are defined herein or in the Declaration.

AMENDMENT

NOW, THEREFORE, for the reasons recited above and subject to the Restrictions set forth below, the Declarant hereby executes this Second Amendment. The Recitals above are incorporated into and made a part of this Second Amendment and the Declaration.

1. **Amendment.**

a. **Maintenance Table.** The Maintenance Table attached as Exhibit C to the Declaration is amended and superseded by Exhibit C-1 to this Second Amendment.

2. **Conflicts.** All remaining provisions of the Declaration shall remain in full force and effect. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration, the provisions of this Second Amendment shall in all respects govern and control.

3. **Incorporation and Supplementation of Amended Declaration.** This Second Amendment is supplemental to the Declaration, both of which, by reference, are made a part hereof, and all of the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this Second Amendment and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed by a duly authorized representative.

DECLARANT

CW The Monroe Partnership, LP
a Delaware limited partnership

By: Carol
Name: Carol Wright
Its: MANAGER
Date: 11-5-2025

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 5th day of November 2025, personally appeared before me Carol Wright who by me being duly sworn, did say that she/he, through the above-referenced managing entities, is an authorized representative of CW The Monroe Partnership, a Delaware limited partnership, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public

Heiner

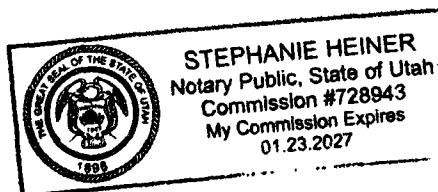


EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Salt Lake County Parcel Nos. 16314290290000 to and including 16314290900000

More particularly described as:

(AS SURVEYED, OVERALL BOUNDARY FOR PARCELS 1, 2, 3, 4, 5, 6, 8 & 9)
ALL OF THAT CERTAIN PROPERTY COMPRISED OF EIGHT (8) INDIVIDUAL
PARCELS HEREAFTER TO BE KNOWN AS PARCELS 1, 2, 3, 4, 5, 6, 8, & 9 AND
REFERENCED BY THE VESTING DOCUMENTS LISTED AT THE END OF THIS
DESCRIPTION.

PARCELS 1 THROUGH 6, AND PARCEL 8 ARE LOCATED WITHIN LOT 2 OF BLOCK
19, TEN ACRE PLAT "A" BIG FIELD SURVEY, LOCATED IN THE SOUTHEAST
QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE
AND MERIDIAN. PARCEL 9 IS LOCATED WITHIN LOTS 1 AND 2 OF SAID BLOCK 19.
EXTERIOR BOUNDARY FOR SAID PARCELS IS MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE MONUMENT LOCATED AT THE INTERSECTION OF 500 EAST
AND 3900 SOUTH STREETS AND RUNNING THENCE, SOUTH 89°58'25" EAST, A
DISTANCE OF 794.47 FEET; THENCE, NORTH 0012'23" EAST, A DISTANCE OF 33.00
FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 OF BLOCK 19; THENCE, NORTH
0012'23" EAST A DISTANCE OF 7.00 FEET TO THE POINT ON THE NORTHERLY
RIGHT-OF-WAY LINE OF 3900 SOUTH STREET AND THE POINT OF BEGINNING FOR
THIS DESCRIPTION; THENCE, NORTH 89°58'25" WEST, ALONG THE NORTHERLY
SIDELINE OF SAID 3900 SOUTH STREET AND THE SOUTHERLY LINE OF PARCELS 1
THROUGH 6, A DISTANCE OF 365.70 FEET TO THE SOUTHWEST CORNER OF
PARCEL 1; THENCE, NORTH 00°01'33" EAST, ALONG THE WEST LINE OF PARCEL 1,
A DISTANCE OF 141.50 FEET TO THE NORTHWEST CORNER OF PARCEL 1; THENCE,
SOUTH 89°58'25" EAST, ALONG THE NORTHERLY LINE OF PARCELS 1, 2, 3, & 4, A
DISTANCE OF 203.19 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 4;
THENCE, NORTH 0012'23" EAST, ALONG THE WEST LINE OF PARCELS 9 & 8, A
DISTANCE OF 170.97 FEET TO THE NORTHWEST CORNER OF PARCEL 8 AND THE
SOUTHWEST CORNER OF LOT 2 OF THE CENTER SQUARE SUBDIVISION
RECORDED ON AUGUST 29, 2008 AS ENTRY No. 10510247, IN BOOK 2008P AT PAGE
216, OF OFFICIAL RECORDS; THENCE, CONTINUING ALONG THE SOUTHERLY AND
EASTERLY LINES OF SAID LOT 2, THE SOUTHERLY AND THE WESTERLY LINES OF
LOT 1 OF SAID CENTER SQUARE SUBDIVISION, THE FOLLOWING 7 COURSES: (1)
SOUTH 89°58'48" EAST, A DISTANCE OF 132.93 FEET; (2) NORTH 0012'24 EAST, A
DISTANCE OF 54.00 FEET; (3), SOUTH 89°59'03" EAST, A DISTANCE OF 30.06 FEET; (4)
NORTH 0012'23" EAST, A DISTANCE OF 36.05 FEET; (5) SOUTH 89°59'08" EAST, A
DISTANCE OF 199.88 FEET; (6) SOUTH 0012'11" WEST, A DISTANCE OF 52.54 FEET; (7)
SOUTH 89°59'06" EAST, A DISTANCE OF 33.35 FEET TO THE NORTHWEST CORNER
OF THAT CERTAIN PARCEL DESCRIBED A QUIT CLAIM DEED RECORDED AS

ENTRY No. 10639758, IN BOOK 9694, AT PAGE 3031, OF OFFICIAL RECORDS; THENCE, SOUTH 0011'40" WEST, ALONG THE WEST LINE OF SAID PARCEL AND THE EAST LINE OF PARCEL 9, A DISTANCE OF 350.05 FEET TO THE NORTHERLY SIDELINE OF 3900 SOUTH STREET; THENCE NORTH 89'58'25" WEST, A DISTANCE OF 233.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 19, AND THE POINT OF BEGINNING.

CONTAINS 3.981 ACRES, MORE OR LESS TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND TRAFFIC AND VEHICULAR PARKING AS DISCLOSED BY THAT CERTAIN CROSS EASEMENT AGREEMENT RECORDED AUGUST 2, 2002, AS ENTRY NO. 831054 7 IN BOOK 8628 AT PAGE 2329 OF OFFICIAL RECORDS.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ALL UTILITIES AND DRAINAGE SYSTEMS AS DISCLOSED AGREEMENT RECORDED MAY 12, 2005 AS ENTRY NO. 9375372 IN BOOK 9130 AT PAGE 2898 OF OFFICIAL RECORDS.

THE PARCELS INCLUDED IN THE DESCRIPTION ABOVE ARE DESCRIBED IN THE VESTING DOCUMENTS LISTED BELOW, PROVIDED BY OLD REPUBLIC TITLE, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 1: WARRANTY DEED RECORDED ON JANUARY 30, 2015, AS ENTRY No. 11985338, IN BOOK 1029, AT PAGE 7392.

PARCEL 2: WARRANTY DEED RECORDED ON APRIL 1, 2005, AS ENTRY No. 9338477, IN BOOK 9113, AT PAGE 2666.

PARCEL 3: WARRANTY DEED RECORDED ON MARCH 13, 1997, AS ENTRY No. 6593283, IN BOOK 7618, AT PAGE 1111.

PARCEL 4: WARRANTY DEED RECORDED ON FEBRUARY 13, 1979, AS ENTRY No. 3236156, IN BOOK 4813, AT PAGE 268.

PARCEL 5: WARRANTY DEED RECORDED ON OCTOBER 23, 2006, AS ENTRY No. 9884995, IN BOOK 9369, AT PAGE 5094.

PARCEL 6: WARRANTY DEED RECORDED ON APRIL 1, 2005, AS ENTRY No. 9338451, IN BOOK 9113, AT PAGE 2503.

PARCEL 8: WARRANTY DEED RECORDED ON JANUARY 27, 1994, AS ENTRY No. 5724647, IN BOOK 6860, AT PAGE 1786.

LESS AND EXCEPTING THAT PORTION LYING WITH THE CENTER SQUARE SUBDIVISION RECORDED ON AUGUST 29, 2008, AS ENTRY No. 10510247, IN BOOK 2008P, AT PAGE 216.

PARCEL 9: WARRANTY DEED RECORDED ON JANUARY 27, 1994, AS ENTRY No. 5724646, IN BOOK 6860, AT PAGE 1783.
LESS AND EXCEPTING THAT PORTION LYING WITH THE CENTER SQUARE SUBDIVISION RECORDED ON AUGUST 29, 2008, AS ENTRY No. 10510247, IN BOOK 2008P, AT PAGE 216.
ALSO LESS AND EXCEPTING THAT PORTION LYNG WTHIN THE PARCEL DESCRIBED IN A QUIT CLAIM DEED RECORDED ON MARCH 5, 2009, AS ENTRY No. 10639758, IN BOOK 9694, AT PAGE 3031.

EXHIBIT C-1
MAINTENANCE ALLOCATION CHART

Improvement	Unit Owner	Association	Notes
A/C Pad & Unit	X		
Address Numbers	X		Subject to Board approval upon replacement.
Cable/Satellite TV	X		Subject to Board approval.
Ceiling	X		
Circuit Breakers for Unit	X		
Common Area Amenities (Repair and Maintenance)		X	
Detention Basin		X	Detention Basin is owned by the Association and, by Agreement with the City, must be maintained by the Association.
Door and Door Frames (Exterior)	X		Subject to Board approval upon replacement.
Door and Door Frames (Interior)	X		
Door Hardware/Doorbell	X		Subject to Board approval upon replacement.
Drains – Unit and Limited Common Area (Patio/Porch)	X		
Dryer Vent	X		
Electrical Wiring/Panels	X		
Exterior Wall Finishes		X	
Fencing – Project Perimeter		X	
Floor Covering	X		
Foundation – Cosmetic		X	
Foundation – Structural		X	
Furnace	X		
Garage Doors (Repair and Maintenance)	X		Subject to Board approval.
Gas Pipes	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Hose Bib/Faucet/Spigot	X		
Hot Water Heater	X		
Insurance – Association Plan Maintenance		X	
Insurance – Association Plan Deductible	X		Assessed to Owners pro-rata according to losses.
Insurance – Association Plan Loss Assessment	X		Assessed to Owners pro-rata according to losses.

Insurance – HO6 (Walls In and personal property) Plan Deductible and Maintenance	X		
Irrigation Lines/Heads – Common Area		X	
Landscaping – Common Areas		X	
Lights – Exterior (Porch, Driveway, Garage, Wall Pack (Fixtures & Bulbs))	X		Subject to Board approval. Association responsible for fixture repair; Owner responsible for maintenance.
Limited Common Area – Driveways, Patios, Porches and Decks		X	<u>Owner</u> : Duty to maintain <u>Association</u> : Duty to repair
Mailbox and Stand/Structure		X	
Mailbox Lock and Key	X		
Paint – Exterior Walls and Trim		X	Subject to Board approval.
Paint – Exterior Doors	X		Subject to Board approval.
Paint – Interior	X		
Porch/Patio Slab		X	
Pest Control – Interior	X		
Phone Lines	X		
Plumbing Valves and Pressure Regulators	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing Main Line	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing Leak	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing Coggage	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing Interior Pipes	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Rain Gutters (Drain Path, Cleaning, Repair, and Replacement)		X	
Roof (Repair and Maintenance)		X	
Screen Doors	X		Subject to Board approval.

Sewer Pipes (Repair and Maintenance)	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Sewer Service Cost	X		
Sidewalks and Paths on Common Areas		X	
Signage – Entry Monument for Project		X	
Sliding Glass Doors	X		
Snow Removal – Roads, Sidewalks, Driveways, and Porches		X	
Storm Drains		X	
Stormwater		X	
Streetlights		X	
Streets – Private (Repair and Maintenance)		X	
Trash – From Unit to Dumpster	X		
Trash – Dumpster Maintenance and Service		X	
Vent Covers – Exterior		X	
Wall – Load Bearing Interior Wall	X		
Wall – Partition Interior Wall	X		
Water Service		X	
Weather Stripping	X		
Windows – Glass, Screens, Frames	X		Subject to Board approval upon replacement.