

Recording Requested By and
When Recorded, Return To:

Cole West, LLC
Attn: McKenna Christensen
610 North 800 West
Centerville, Utah 84014

Affecting Morgan County Parcel Nos.: 00-0094-0326, 00-0094-0327, 00-0094-0328, 00-0094-0329, 00-0094-0330, 00-0094-0331, 00-0094-0332, 00-0094-0333, 00-0094-0334, 00-0094-0335, 00-0094-0336, 00-0094-0337, 00-0094-0338, 00-0094-0339, 00-0094-0340

**AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
ROAM FLEX SPACE CONDOMINIUMS**

This AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ROAM FLEX SPACE CONDOMINIUMS (this "Amendment") is effective when recorded with the Morgan County Recorder's Office by CW The ROAM Flex, LLC, a Utah limited liability company ("Declarant"), pursuant to the Utah Condominium Ownership Act and the terms of the Declaration (as defined below).

RECITALS

A. Declarant previously recorded that certain Declaration of Condominium for Roam Flex Space Condominiums (the "Declaration") in the official records of the Morgan County Recorder's Office as Entry No. 169578 on August 27, 2025.

B. Declarant is the current owner of one or more Units in the Project (as defined in the Declaration) and is exercising its rights during the Period of Declarant Control (as defined in the Declaration) to unilaterally amend the Declaration without Owner approval.

C. Declarant desires to amend the Declaration as set forth herein to modify certain prohibited uses of Flex Units (as defined in the Declaration) in order to permit certain activities involving liquor licenses and public assembly, subject to specified approvals.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. **Amendment to Exhibit E.** Exhibit E to the Declaration ("Prohibited Uses of Flex Units") is hereby amended by deleting the second and eleventh bullet points in their entirety and replacing them with the following new bullet points (with all other bullet points in Exhibit E remaining unchanged):

a. any bar, tavern or other business operation involved in the sale of alcoholic beverages for on-premises consumption, unless such use has been approved in writing in advance by both (i) the Board of Directors (or the Declarant during the Period of Declarant Control) in its sole discretion, and (ii) any applicable governmental authority (including, without limitation, Morgan County) as required for obtaining a liquor license or other necessary permits;

b. any place for public assembly (such as an auction house or meeting hall), unless such use has been approved in writing in advance by both (i) the Board of Directors (or the Declarant during the Period of Declarant Control) in its sole discretion, and (ii) any applicable governmental

authority (including, without limitation, Morgan County) as required for zoning, occupancy, or other necessary permits;

2. **Amendment to 15.2.** Section 15.2 to the Declaration is hereby amended to the following:

Amendment by Owners. After all of Declarant's Units have been sold to third parties, and the expiration of the Period of Declarant Control (whichever is later), this Declaration may be amended upon the affirmative unanimous vote of the Undivided Interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. The amendment(s) shall be effective upon recordation in the office of the Morgan County Recorder. In such instrument the Board shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature used for voting shall be required. Notwithstanding, the foregoing, the Owners' authority to amend the provisions of Articles XVI and XVII of this Declaration is subject to the amendment restrictions set forth therein, and any amendment purporting to modify the provisions of Articles XVI and XVII shall be null and void unless such amendment is in compliance with the amendment provisions and restrictions therein.

3. **No Other Changes.** Except as expressly amended herein, all other terms, covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens set forth in the Declaration shall remain in full force and effect.

4. **Effective Date.** This Amendment shall be effective upon its recording in the official records of the Morgan County Recorder's Office.

5. **Execution.** This Amendment is executed by Declarant on behalf of the Association pursuant to its authority under the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by a duly authorized representative this 8 day of October, 2025.

DECLARANT

CW THE ROAM FLEX, LLC
a Utah limited liability company

All of units 1-14 #

By: Cole West Entity Services, LLC
a Utah limited liability company
Its: Manager

Common Area
Flex Space Condominiums

By: Cole West, LLC,
a Utah limited liability company
Its: Manager

By: 
Name: Colin Wright
Its: Manager

STATE OF UTAH)
)
COUNTY OF DAVIS) ss.

On the 8th day of October, 2025, personally appeared before me Colin Wright who, being duly sworn, did say that he, through the above-referenced managing entities, is an authorized representative of CW The ROAM Flex, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Heiner

Notary Public

[Notary Seal]

