

**WHEN RECORDED, RETURN TO:**  
CW The Hive, LLC  
Attn: Tony Hill  
1222 W. Legacy Crossing Blvd., Ste. 6  
Centerville, UT 84014

Parcel Numbers: 02-252-0101 through 02-252-0168 and 02-252-0202 (for reference purposes only)

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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR THE HIVE (this “**Amendment**”) is made and executed as of the Effective Date (defined below) and is effective upon recordation in the office of the Davis County Recorder by CW The Hive, LLC, a Utah limited liability company (the “**Declarant**”).

**RECITALS**

- A. Declarant is the fee title owner of certain real property located in Davis County, Utah described in **Exhibit “A”** attached hereto and incorporated herein by this reference.
- B. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for The Hive was recorded in the office of the Davis County Recorder on September 15, 2021, as Entry Number 3418878 in Book 7844 on Pages 2178-2245, as amended by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for The Hive, recorded on March 16, 2022, as Entry Number 3463795 in Book 7967 on Pages 1520-1525 (as amended, the “**Declaration**”).
- C. Pursuant to Section 1.18 of the Declaration, the Declarant Control Period commences upon recordation of the Declaration and expires on the date the Declarant executes and records a written waiver of its rights to control. As of the Effective Date, the Declarant Control Period remains in full force and effect.
- D. Pursuant to Section 18.8 of the Declaration, the Declarant retains the unilateral right to amend the Declaration. Declarant desires to amend the Declaration as provided in this Amendment and subject the Project to the provisions of this Amendment.

**AMENDMENT**

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment by this reference.
2. Association General Rights and Responsibilities. The following shall be added to the Declaration as Section 5.2.3:

“5.2.3 **Garbage and Trash Disposal**. The Association will contract with its desired and selected third-party company for garbage and trash disposal services (“**Trash Removal**”) for the Project. The cost of the Trash Removal shall be (i) deemed a Common Expense, as the same is defined in Section 1.16 of the Declaration, and (ii) paid by each Owner as part of its regular

Assessments. Each Owner will receive one (1) Trash Removal can (each, a “**Trash Can**”). If an Owner desires to acquire an additional Trash Can then such Owner shall discuss the same with the Association and will be assessed an additional fee to cover such additional Trash Can. On the collection date, as determined by the Trash Removal company, each Owner shall place and remove their respective Trash Cans to and from 620 North for emptying. Within twenty-four (24) hours following the collection date, each Owner shall return their Trash Can to their garage or other screening area and no Trash Cans shall be stored on 620 North. An Owner’s failure to place the Trash Can along 620 North may result in such Trash Can not being emptied on the applicable date and the Association shall have no liability for failure to abide by this Section 5.2.3. For the avoidance of doubt, the references to “trash containers” in Section 9.7 below shall also mean and refer to Trash Cans as defined in this Section 5.2.3 and vice versa.”

3. Maintenance Allocation Table. **Exhibit “C”** of the Declaration is hereby deleted in entirety and replaced with **Exhibit “C-1”** attached hereto and incorporated herein by this reference.

4. Scope of Changes. To the extent that the terms and provisions of this Amendment conflict or are inconsistent with the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control. The Declarant hereby ratifies the terms and provisions of the Declaration, as amended herein, and acknowledges that, except as herein modified, the Declaration remains in full force and effect in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the 6 day of July, 2022 (the "Effective Date").

**DECLARANT**

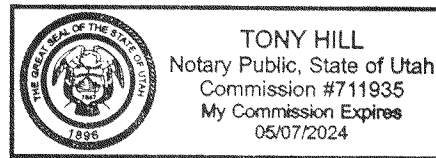
CW THE HIVE, LLC,  
a Utah limited liability company

By: *Darlene Carter*  
Name: DARLENE CARTER  
Its: MANAGER

STATE OF UTAH                    )  
  §  
COUNTY OF DAVIS            )

On this 6 day of July, 2022, personally appeared before me DARLENE CARTER who by me being duly sworn did say that she/he is the MANAGER of CW The Hive, LLC, a Utah limited liability company and acknowledged that the foregoing instrument is signed by her/him on behalf of said limited liability company and executed with all necessary authority.

Witness my hand and official seal.



*Tony Hill*  
(Notary Signature)

(Seal)

**EXHIBIT "A"**

(Property Description)

ALL OF LOTS 101 THROUGH 168 INCLUSIVE OF ALL COMMON AND LIMITED COMMON AREA LOCATED THEREON AS DEPICTED ON FINAL PLAT FOR THE HIVE P.U.D. RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER ON SEPTEMBER 15, 2021, AS ENTRY NUMBER 3418877 IN BOOK 7844 ON PAGE 2177.

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**EXHIBIT “C-1”**  
(Amended Maintenance Allocation Chart)

Improvement	Single-Family Owner	Multi-Family Owner	Association	Notes
A/C Pad & Unit	X	X		
Address Numbers	X	X		Subject to Board approval upon replacement.
Attic	X	X		
Cable/Satellite TV	X	X		Subject to Board approval.
Ceiling	X	X		
Circuit Breakers for Unit	X	X		
Common Area Amenities			X	
Door and Door Frames (Exterior)	X	X		Subject to Board approval upon replacement.
Door and Door Frames (Interior)	X	X		
Door Hardware/Doorbell	X	X		Except for Ring, or other similar security video doorbells, all door hardware is subject to Board approval This replacement.
Drains - Unit and Limited Common Area (Patio/Porch)	X	X		
Dryer Vent	X	X		
Electrical Wiring/Panels	X	X		
Exterior Wall Finishes	X		X	Association only responsible for multi-family Units.
Fencing - Project Perimeter			X	
Fencing - Lots and Limited Common Areas	X	X		Subject to Board/Design Review Committee approval.
Fireplace, Flue, and Vent Pipes - Cleaning and Repair	X	X		
Floor coverings	X	X		
Foundation - Structural	X		X	Association only responsible for multi-family Units.
Foundation - Cosmetic	X	X		
Furnace	X	X		
Garage Doors - Repair and Replacement	X	X		Subject to Board/Design Review Committee approval.
Gas Pipes (Meter to Unit interior)	X	X		
Hose Bib/Faucet/Spigot	X	X		
Hot Water Heater	X	X		
Insurance - Property (attached buildings)	X		X	Association only responsible for multi-family Units.
Insurance - HO6 Policy	X	X		
Insurance - Loss Assessment	X	X		
Insurance - Deductible	X	X	X	Assess to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility.

Irrigation Lines/Heads - Common Area (Front Yards)	X		X	Association only responsible for multi-family Units.
Landscaping - Common Areas			X	
Landscaping - Owner Maintained Areas/Limited Common Areas	X	X		
Lights - Exterior (Porch, Driveway, Garage, Wall Pack (Fixtures))			X	
Limited Common Area - Patios, Porches and Decks (Repair and Replacement)	X	X		
Limited Common Area - Driveways	X		X	Association only responsible for multi-family Units.
Mailbox and Stand/Structure	X	X		
Mailbox Lock and Key	X	X		
Paint - Exterior Walls and Trim	X		X	Association only responsible for multi-family Units.
Paint - Exterior Doors and Garage Doors	X	X		
Paint - Interior	X	X		
Patio Slab	X	X		
Pest Control - Interior	X	X		
Phone Lines	X	X		
Playgrounds and Open Space			X	
Plumbing Valves and Pressure Regulators	X	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Main Line	X	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Leak	X	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Cloggage	X	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Interior Pipes	X	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Rain Gutters - Cleaning, Repair, and Replacement	X		X	Association only responsible for multi-family Units.
Rain Gutters - Drains away from Building	X		X	Association only responsible for multi-family Units.
Roof Repair and Replacement	X		X	Association only responsible for multi-family Units.
Screen Doors	X	X		Subject to Board/Design Review Committee approval.
Sewer Pipes and Utilities (Single Unit)	X	X		
Sewer Pipes and Utilities (Serving Multiple Units)			X	Unless otherwise handled by Centerville City or others.
Sidewalks and Paths on Common Areas			X	

Sliding Glass Doors	X	X		
Snow Removal - Limited Common Areas, Driveways, Porches and Sidewalks on Lots	X		X	Association only responsible for multi-family Units.
Snow Removal - Private Roads and Common Area Sidewalks			X	
Storm Drains			X	
Street Lights			X	
Streets - Private			X	
Termites, Pests, Rodents, Insects, etc.	X	X		
Trash	X	X	X	Owners are responsible to take and remove Trash Cans to and from 620 N. for emptying and the Association is responsible to coordinate with a third-party Trash Removal company.
Vent Covers - Exterior	X		X	Association only responsible for multi-family Units.
Wall - Load Bearing Interior Wall	X	X		
Wall - Partition Interior Wall	X	X		
Water - Culinary or Owner Maintained Landscaping	X	X		
Water - Common Areas			X	
Weather Stripping	X	X		
Windows - Glass, Screens, Frames, Boxes, and Wells	X	X		Subject to Board/Design Review Committee approval.
<b>Improvement</b>	<b>Single-Family Owner</b>	<b>Multi-Family Owner</b>	<b>Association</b>	<b>Notes</b>