

WHEN RECORDED, RETURN TO:
CW South Davis Rose, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., Ste. 6
Centerville, UT 84014

Affecting Parcel Numbers: 08-677-0301 through 08-677-0357

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR THE ROSE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR THE ROSE ("*Amendment*") is made and entered into as of the 1st day of December, 2022 (the "*Effective Date*"), by CW South Davis Rose, LLC, a Delaware limited liability company ("*Declarant*").

RECITALS

A. On or around October 27, 2021, the Declarant caused the *Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for The Rose* to be recorded in the office of the Davis County Recorder as Entry Number 3430697 in Book 7874 on Pages 1097-1145 (the "*Declaration*") to establish certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens for the benefit of the Project and the Owners.

B. Pursuant to Section 18.8 of the Declaration, the Declarant reserved the right to unilaterally amend, revise, and modify the Declaration.

C. As of the Effective Date, the Declarant Control Period remains in full force and effect.

D. The Declarant desires to amend, revise, and modify the Declaration as set forth herein.

AMENDMENTS

NOW, THEREFORE, in exchange for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant desires to adopt this Amendment.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

2. **Amendments.**

a. **Definition of Plat.** Section 1.32 of the Declaration is hereby deleted in entirety and replaced with the following:

"**Plat**" shall mean and refer to the final plat for THE ROSE PLANNED RESIDENTIAL UNIT DEVELOPMENT recorded in the office of the Davis County Recorder on May 23, 2022, as Entry Number 3478321 in Book 8015 on Page 180 and all recorded amendments and supplements thereto, if any.

b. **Covenants, Conditions, and Restrictions.** The following provision shall be added to the Declaration as Sections 9.9 and 9.10 respectively:

9.9 **Landscaping.**

9.9.1 **Declarant.** Subject to customary force majeure events and other circumstances beyond Declarant's reasonable control, Declarant, as the developer of the Project, shall be responsible to complete all front yard landscaping, including the front yard irrigation system, up to the front corner of the single-family dwelling, within nine (9) months following receipt of a certificate of occupancy. For the avoidance of doubt, Declarant shall determine the scope and extent of the front yard landscaping in its sole discretion.

9.9.2 **Owner.** Each Owner shall be responsible to complete all backyard landscaping, commencing where Declarant completes the front yard landscaping, within twelve (12) months following receipt of a certificate of occupancy. Notwithstanding any provision contained herein to the contrary, each Owner shall determine the scope and extent of their respective backyard landscaping in their sole discretion and shall be responsible for all ongoing front and backyard landscaping maintenance.

9.10 **Fencing.** Each Owner shall install and maintain the fencing on their respective Lot. All fencing shall only be comprised of composite fencing material (i.e., vinyl, chainlink, wood, and other similar materials are expressly prohibited within the Project). Each Owner shall determine their respective timing to complete the fencing on their respective Lots; provided, however, in no event shall a Lot remain unfenced beyond three (3) years following certificate of occupancy.

3. **Scope of Changes.** To the extent 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 shall remain in full force and effect in accordance with its terms.

4. **Binding Effect.** The Declaration, as amended herein, shall continue to run with the land and be binding on all Owners and their respective heirs, assigns, and successors-in-interest.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the Effective Date.

DECLARANT

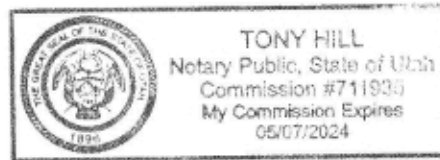
CW SOUTH DAVIS ROSE, LLC,
a Delaware limited liability company

By: *Colin Wright*
Name: Colin Wright
Its: Authorized Person

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the 1st day of December, 2022, personally appeared before me Colin Wright who by me being duly sworn, did say that he is an Authorized Person of CW South Davis Rose, LLC, a Delaware limited liability company, and that the foregoing instrument is signed by him on behalf of said limited liability company and executed with all necessary authority.

WITNESS MY HAND AND OFFICIAL SEAL



 [Signature]
(Notary Public)

(Seal)

EXHIBIT A

(Legal Description)

ALL OF LOTS 301 THROUGH 350, INCLUSIVE, ALL PRIVATE ROADWAYS, ALL OPEN SPACE AREAS, AND THE ACCESS EASEMENT PARCEL CONTAINED WITHIN THE ROSE PLANNED RESIDENTIAL UNIT DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 23, 2022 AS ENTRY NO. 3478321 IN BOOK 8015 AT PAGE 180 IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

Parcel Numbers 08-677-0301 through 08-677-0357 (for reference purposes only).