

WHEN RECORDED, RETURN TO:

CW South Davis Rose, LLC
Attn: Legal Department
610 N 800 W
Centerville, UT 84014

Affecting Parcel Nos.: 08-677-0301 to and including 08-677-0357

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

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE ROSE (the "**Second Amendment**") is made as of the Effective Date (defined below) by CW South Davis Rose, LLC, a Utah limited liability company (the "**Declarant**"). Capitalized terms not defined herein shall be as defined in the Declaration.

RECITALS

A. This Amendment affects the Project commonly known as The Rose Planned Unit Development, located in the city of Farmington, Davis County (the "**County**"), State of Utah, as best described in Exhibit A to this Second Amendment.

B. The Declaration of Covenants, Conditions, and Restrictions for The Rose was recorded in the County Recorder's office on October 27, 2021, as Entry No. 3430697 (the "**Declaration**").

C. The First Amendment to Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for the Basin was recorded in the County Recorder's office on December 1, 2022, as Entry No. 3509681.

D. The Declarant desires to further amend the Declaration as set forth in this Second Amendment.

E. Under Section 12.2 of the Declaration, during the Declarant Control Period, the Declarant has the right to amend the Declaration without the consent of any other Owner. As of the Effective Date (defined below), the Declarant Control Period remains in full force and effect.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this Amendment, which shall be effective as of its recording date with the County Recorder's office (the "**Effective Date**").

1. **Recitals and Exhibits.** The above Recitals, and the attached exhibits, are incorporated by reference herein.

2. **Parking Provision.** The Declaration is amended to add the following provision to Article 9:

9.9. Parking on Private Streets. Due to the need for access for emergency vehicles and snow removal, no parking of any vehicles or personal property is permitted on Wood Rose Lane or Penelope Court at any time. The Association has the right to tow any vehicles or personal property parked on Wood Rose Lane or Penelope Court at the cost of the owner.

3. **Pets Provision.** The Declaration is amended to add the following provision to Article 9:

9.10. Pets. Domestic pets may be kept on Lots in conformance with local government requirements. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Project. The Board may adopt Rules adding further restrictions related to pets not inconsistent with this Declaration including, but not limited to, restrictions on the number and types of pets, requirements for registration with the Association, and noise limitations. All pets must be properly licensed and registered with the appropriate governmental agency and must abide by all pet Rules adopted by the Board from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Limited Common Area of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it harasses a passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area or Limited Common Area of another Owner and shall be leashed or restrained whenever outside a Unit. The Association may levy Individual Assessments to Owners for any damages to the Common Areas and landscaping caused by a pet, including burn spots in the lawn from urine.

4. **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this Amendment and the provisions of the Declaration or any prior amendments, the provisions of this Amendment shall in all respects govern and control. Unless specifically modified herein, all remaining provisions of the Declaration are to apply to this

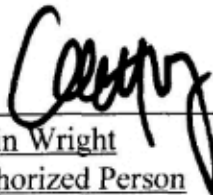
Amendment and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 4th day of February 2025.

DECLARANT

CW South Davis Rose, LLC,
a Utah limited liability company

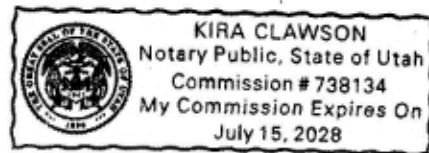
By: 
Name: Colin Wright
Its: Authorized Person

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the 4th of February 2025, personally appeared before me Colin Wright who being duly sworn, did say that he is the authorized representative of CW South Davis Rose, LLC, a Utah limited liability company and that the foregoing instrument is signed on behalf of said limited liability company and executed with all necessary authority.



(Notary Public)



(Seal)

EXHIBIT A
Legal Description

ALL OF LOTS 301 THROUGH 350, INCLUSIVE, ALL PRIVATE ROADWAYS, ALL OPEN SPACE, 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 THE OFFICE OF THE DAVIS COUNTY RECORDER.

Parcel Numbers 08-677-0301 to and including 08-677-0357 (for reference purposes only).