

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)

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

THIS FIRST 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 (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. 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.

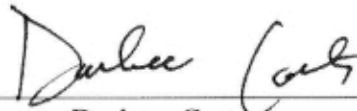
3. Scope of Changes. To the extent that the terms and provisions of this Amendment conflict or are inconsistent with the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control. The Declarant hereby ratifies the terms and provisions of the Declaration, as amended 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 16 day of March, 2022 (the "Effective Date").

DECLARANT

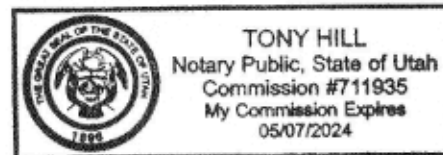
CW THE HIVE, LLC,
a Utah limited liability company

By: 
Name: Darlene Carter
Its: Manager

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this 16 day of March, 2022, personally appeared before me Darlene Carter who by me being duly sworn did say that she is the Manager of CW The Hive, LLC, a Utah limited liability company and acknowledged that the foregoing instrument is signed on behalf of said limited liability company and executed with all necessary authority.

Witness my hand and official seal.




(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 Clogage	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		
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.
Improvement	Single-Family Owner	Multi-Family Owner	Association	Notes