

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR TOWNS ON MAIN AT KAYSVILLE,
A Planned Unit Development**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Towns on Main at Kaysville (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions & Restrictions for Towns on Main at Kaysville, recorded on May 4, 2022 in the Davis County Recorder's Office, as Entry No. 3474886 ("Declaration") and is hereby made and executed, as of the last date set forth in the notarized signature below, by Destination Homes, LLC., a Utah company (the "Declarant") and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

- A. This First Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property"). Tax ID Nos.: 11-908-0001 - 11-908-0019
- B. On or about May 4, 2022, a Plat Map of Towns on Main depicting the Project was recorded in the Davis County Recorder's Office as Entry No, 34774885.
- C. On or about May 4, 2022, the Declaration of Covenants, Conditions and Restrictions of Towns on Main at Kaysville was recorded in the Davis County Recorder's Office, as Entry No. 3474886.
- D. The Project remains in the Class B Control Period, and Declarant maintains the unilateral ability to amend the Declaration.

CERTIFICATION

By signing below, pursuant Article 10.7 of the Declaration, Declarant approves the recording of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Declarant hereby makes and executes this First Amendment to the Declaration, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration, as amended, remain in full force and effect without modification.
3. Authorization. The individuals signing for the respective entities below make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

5. Article 7.13 of the Declaration is hereby deleted in its entirety and replaced with the following:


7.13 Long Term Leasing. Any occupancy by tenant(s) for longer than six months shall be considered a long-term lease. Any long-term lease shall be in writing, shall be for an initial term of at least six months, and shall provide as a term of the agreement that the occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease. If a lease does not include these provisions, they shall nonetheless be deemed to be part of the lease and binding on the Owner and the occupant.

- (a) An Owner shall provide the Board with information identifying the occupants, vehicles, phone numbers, and other applicable contact information.
- (b) A copy of any lease agreement shall be delivered to the Association prior to occupation by the tenants.
- (c) Less than the entire Unit may not be rented (no room rentals are allowed).
- (d) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the

purpose of removing the offending non-owner occupant. The Association, the Board, and the Manger shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

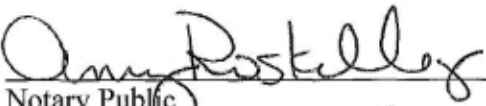
- (e) The Board of Directors may adopt Rules requiring:
 - (i) Reporting and procedural requirement related to non-owner-occupied Units; and
 - (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

Declarant – Destination Homes, LLC.


 By: Courtney Palmer
 Its: Authorized Representative

STATE OF UTAH)
 : ss
 COUNTY OF Weber)

On this 22nd day of March, 2023, personally appeared before me Courtney Palmer, who being by me duly sworn, did say that he is an authorized representative of Destination Homes, LLC., and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledge to me that he executed the same.


 Notary Public
 Residing at: Weber County, UT
 My Commission Expires: 2-11-27

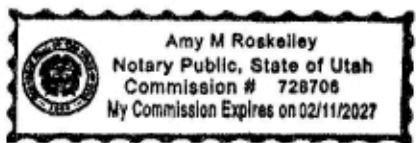


Exhibit "A"
Legal Description

Units 1 through 16, including common areas, Towns on Main, Kaysville, Davis County, Utah.

Tax I.D. Nos. 11-908-0001 - 0019