

When recorded, return to:

Destination Construction, LLC
ATTN: Natalie Gordon
9350 S. 150 E., Suite 900
Sandy, Utah 84070

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

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Towns on Main at Kaysville (hereinafter "Second 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 Construction, LLC, successor Declarant (the "Declarant"), and made effective as of the date recorded in the Davis Recorder's Office.

RECITALS:

- A. This Second Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").
- 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. On or about March 24, 2023, the First Amendment to 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. 3522152.
- E. The Project remains within the Class B Control Period.
- F. Destination Construction, LLC is the successor Declarant for the property.
- G. Adoption Statement. Pursuant to Article 10.7 of the Declaration, the Declarant may amend the Declaration in its sole discretion, with Declarant approving as of the date executed below.

- H. No Other Changes. Except as otherwise expressly provided in this Second Amendment, the Declaration remain in full force and effect.
- I. Definitions. All terms used but not defined herein shall have the meanings given them under the Declaration.
- J. Bylaws. The First Amendment to the Bylaws are attached hereto as **Exhibit B**.
- K. Authorization. The individuals signing for the respective entities below make the following representations: (i) he/she has read the Second Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Second Amendment acting in said capacity.
- L. Conflicts. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration, as amended, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, as amended, that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this Second Amendment.
- M. These Recitals are hereby incorporated herein by reference and made a part hereof.

NOW, THEREFORE, pursuant to the foregoing, the Declarant hereby makes and executes this Second Amendment to the Declaration as follows.

AMENDMENTS

1. References to Destination Homes, Inc. as the Declarant are hereby replaced by Destination Construction, LLC.
2. Article I(L) of the Declaration is hereby deleted in its entirety and replaced with the following:
 - (L) "Declarant shall mean and refer to Destination Construction, LLC and its successors and assigns.
3. Article I(L)(1) is hereby added the Declaration as follows:

"Declarant Related Entity or Entities" shall mean Declarant, parent companies, subsidiaries, assigns, successors, related or designated construction entities, or other entities established by Declarant or Declarant's members for the purpose of owning, developing, constructing and/or selling Lots or Dwellings in the

Subdivision including but not limited to: Destination Construction, LLC, d/b/a Destination Homes, and LHMRE, LLC, d/b/a Larry H. Miller Real Estate.

DESTINATION CONSTRUCTION, LLC., a Utah limited liability company, the Declarant

By: *C. Palmer*
Name: Courtney Palmer
Title: Chief Financial Officer

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

On this 23rd day of June, 2023, before me, the undersigned Notary Public, personally appeared Courtney Palmer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julie Randall
Notary Public
My Commission Expires: April 29, 2027

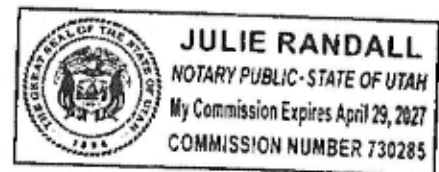


Exhibit "A"
Legal Description

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

Tax I.D. Nos. 11-908-0001 – 0019

Exhibit "B"
Bylaws

**FIRST AMENDMENT TO THE BYLAWS OF TOWNS ON MAIN AT
KAYSVILLE HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to the Bylaws of Towns on Main at Kaysville Homeowners Association, Inc. (hereinafter "First Amendment"), hereby amends those certain Bylaws of Towns on Main at Kaysville Homeowners Association, Inc. ("Bylaws"), and is hereby made and executed, as of the date set forth below, by Destination Construction, LLC, successor Declarant (the "Declarant") and made effective as of the date recorded in the Davis Recorder's Office.

RECITALS

- (A) On or about May 4, 2022, the Bylaws were recorded as Exhibit B to the Declaration of Covenants, Conditions, and Restrictions for Towns on Main at Kaysville, as Entry No. 3474886.
- (B) This First Amendment will be recorded as an exhibit to the Second Amendment and recorded against the Property.
- (C) The Project remains within the Class B Control Period.
- (D) Destination Construction, LLC is the successor declarant.
- (E) Adoption Statement. Pursuant to Article 9.5 of the Bylaws, the Declarant may amend the Bylaws in its sole discretion, with Declarant approving as of the date executed below.
- (F) No Other Changes. Except as otherwise expressly provided in this First Amendment, the Bylaws remain in full force and effect.
- (G) Definitions. All terms used but not defined herein shall have the meanings given them under the Declaration of Covenants, Conditions, and Restrictions of Towns on Main at Kaysville ("Declaration").
- (H) These Recitals are hereby incorporated herein by reference and made a part hereof.

AMENDMENT

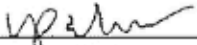
The foregoing amended Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Davis County Recorder, State of Utah. Pursuant to Utah Code § 16-6-801(2)(b) and the Articles, as amended, the Declarant Destination Construction, LLC is authorized to execute this First Amendment and may act for the Board during the Class B Control Period.

ACKNOWLEDGMENT

In witness hereof and under penalty of perjury, I hereby acknowledge that I am authorized by the Articles, as amended, to execute this First Amendment on behalf of the Association.

DATED this 23 day of June, 2023.

DESTINATION CONSTRUCTION, LLC, a Utah limited liability company

By: 

Name: Courtney Palmer

Title: Chief Financial Officer