

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

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
FOR WILCOX FARMS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Wilcox Farms (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions & Restrictions for Wilcox Farms, recorded on May 20, 2022 in the Davis County Recorder's Office, as Entry No. 3478128 ("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 First 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 Wilcox Farms Subdivision Phase 1 depicting the Project was recorded in the Davis County Recorder's Office as Entry No. 3478569.
- C. On or about May 20, 2022, the Declaration of Covenants, Conditions and Restrictions for Wilcox Farms was recorded in the Davis County Recorder's Office, as Entry No. 3478128.
- D. The Project remains within the Class B Control Period.
- E. Destination Construction, LLC is the successor Declarant for the property.
- F. Adoption Statement. Pursuant to Article 15.1 of the Declaration, the Declarant may amend the Declaration in its sole discretion, with Declarant approving as of the date executed below.
- G. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration remain in full force and effect.
- H. Definitions. All terms used but not defined herein shall have the meanings given them under the Declaration.

- I. Bylaws. The First Amendment to the Bylaws are attached hereto as **Exhibit B**.
- J. 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.
- K. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, as amended, the provisions of this First 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 First Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this First Amendment.
- L. 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 First 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 1.11 of the Declaration is hereby deleted in its entirety and replaced with the following:
  - 1.11 “Declarant shall mean and refer to Destination Construction, LLC and its successors and assigns.
3. Article 1.11(A) 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.
4. Articles 7.1 and 7.2 are hereby deleted in their entirety and replaced as follows:
  - 7.1. Association Maintenance. The Association shall maintain, repair, and replace the Common Areas and Limited Common Areas together with all improvements

thereon and all easements appurtenant thereto including: (i) all landscaping and related improvements on Common Areas; (ii) the storm water system, detention ponds, and all related facilities for the Project; (iii) all fences, walls, park strip improvements, and street trees; (iv) private streets and alleys; (v) private utility lines owned or controlled by the Association; and (vi) personal property owned by the Association. The Association shall have no responsibility to maintain or repair the public streets within the Project or any utility lines controlled by a municipality or utility service provider. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas and Lots.

(a) Landscaping.

- (i) The Association shall contract with a third party to perform general landscaping maintenance of the Common Areas.
- (ii) The Association shall contract with a third party to perform general landscaping maintenance on the Lots.
- (iii) Owners shall be responsible for the costs related to any vegetation replacement required on their Lot.
- (iv) The Association may adopt Rules to add further detail with regard specific landscape maintenance services provided by the Association, which could include defining owner responsibility for flower beds or other landscaping responsibilities on an Owner's Lot as well as requirements such as providing access, gate requirements, sign prohibitions, and clean-up of personal items and animal waste from the Lot.

(b) Snow Removal. The Association may adopt Rules governing snow removal in the Project.

7.2 **Owner Maintenance.** Each Owner shall have the obligation to provide interior and exterior maintenance of their Residence, including but not limited to the maintenance, repair, and replacement of the structural elements of the Residence, including foundations, roofs, walls, windows, doors, and utility lines that service only the Lot or Residence. Each Owner shall paint, repair, and otherwise maintain the exterior of its Residence in compliance with Association standards and shall maintain, repair, and replace all appurtenant mechanical devices, including but not limited to, electrical, plumbing, and heating, ventilating and air conditioning systems. Each Owner shall be responsible for the costs related to the maintenance, repair, and replacement of their driveway. Owners shall be responsible to maintain, repair, and replace fences which mark the boundaries of their Lots (if any). When such non-perimeter fences serve, benefit, or otherwise mark a boundary of two or more Lots, the responsibility and cost to maintain, repair, and replace the shared portion of such fences shall be borne pro rata by all Owners bounded thereby.

5. Articles 7.5 and 7.6 are hereby amended and supplemented to allow access for the Association and its vendors upon Lots to perform landscape maintenance.

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

By: *Courtney Palmer*

Name: Courtney Palmer

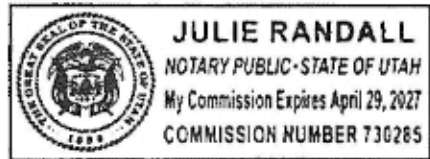
Title: Chief Financial Officer

STATE OF UTAH                    )  
  : ss  
COUNTY OF Salt Lake        )

On this 23<sup>rd</sup> 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**

Wilcox Farms Subdivision Phase I Parcel Nos.:

129600164  
129600160  
129600161  
129600165  
129600168  
129600163  
129600166  
129600167  
129600159  
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129600162

**Exhibit "B"**

## **FIRST AMENDMENT TO THE BYLAWS FOR WILCOX FARMS OWNERS ASSOCIATION**

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This First Amendment to the Bylaws for Wilcox Farms Owners Association (hereinafter "First Amendment"), hereby amends those certain Bylaws for Wilcox Farms Owners Association ("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 20, 2022, the Bylaws were recorded as Exhibit B to the Declaration of Covenants, Conditions, and Restrictions for Wilcox Farms as Entry No. 3478128.
- (B) This First Amendment will be recorded as an exhibit to the First 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