

When recorded mail to:  
Destination Homes  
c/o VP of Land  
67 South Main Street #300  
Layton, Utah 84041

09-430-0001 through 09-430-0058

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For  
Midtown Courts Townhomes, a Planned Unit Development  
In Davis County, Utah

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDTOWN COURTS TOWNHOMES (this "Second Amendment") hereby amends that certain Declaration of Covenants, Conditions & Restrictions for Midtown Courts Townhomes, as amended, recorded in the Davis County Recorder's Office on September 6, 2018, as Entry No. 3115648 ("Declaration") and is made and executed as of the last date set forth in the notarized signature below, by HDP Midtown Courts, LLC, a Delaware limited liability company (the "Declarant").

**RECITALS:**

(A) This Second Amendment affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit "A"** attached hereto ("Property")

(B) On or about September 6, 2018, the Declaration of Covenants, Conditions, & Restrictions for Midtown Courts Townhomes, a Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 3115648.

(C) On or about June 13, 2019, the First Amendment to the Declaration of Covenants, Conditions, & Restrictions for Midtown Courts Townhomes, a Planned Unit Development was recorded in the Davis County Recorder's Office, as Entry No. 3165860.

(D) The Project remains within the Class B Control Period, as defined in Article VII of the Declaration. Also, in accordance with Article 20.8 of the Declaration, the Declarant may amend the Declaration at any time during the Class B Control Period at the sole discretion of the Declarant.

(E) Declarant is potentially interested in expansion of the Subdivision to include certain adjacent parcels, which would be a benefit to the Association and Owners in spreading costs and assessments over a larger group of owners. Declarant retains its rights with respect to subsequent phases of the Subdivision, including annexation or de-annexation. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis, may be recorded to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

NOW, THEREFORE, pursuant to the foregoing, the Declarant hereby makes and executes this Second Amendment, 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 Second Amendment, the Declaration, as amended, remains in full force and effect without modification.

3. **Authorization.** The individuals signing for the respective entities 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.

4. **Conflicts.** In the case of any conflict between the provisions of this Second Amendment and the provisions of the Declaration, or any prior amendments, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provisions that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Second Amendment.

**AMENDMENTS**

5. Article 7.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

**ARTICLE VII**  
**CONTROL PERIOD**

7.1 The Class "B" Control Period runs until thirty (30) days after the first of the following items to occur:

- (a) Twenty (20) years from the recording of this Second Amendment; or
- (b) When, at its discretion, the Class B Member so determines prior to the expiration of this twenty (20) year period.

6. The following is added as Article XXI of the Enabling Declaration:

**ARTICLE XXI**  
**ANNEXATION & DE-ANNEXATION**

15.1 Annexation. Additional phases of Subdivision may be added to the Property pursuant to the following procedures, and subject to the limitations as follows:

15.2 Annexation by Declarant. Declarant may from time to time expand the Property subject to this Declaration by the annexation of adjacent property. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Davis County, Utah, of a subdivision plat covering the land to be annexed. If applicable, Declarant may record a supplemental declaration when additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Subdivision and subject to this Declaration.

15.3 Annexation by the Association. Following the Class B Control Period, the Association may annex land to the Subdivision by obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) 67% of the Owners. Nothing in this paragraph shall be construed to require any prior approval for, or to limit or present, any annexation performed by Declarant, so long as such annexation satisfies the limitations set forth herein.

15.4 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any additional land to the Subdivision or to develop or preserve any portion of the Undeveloped Land in any particular way or according to any particular time schedule. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Declaration shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

15.5 De-annexation. Declarant shall not have the right to delete all or a portion of the Undeveloped Property from being subject to the Declaration with an appropriate amendment to this Declaration.

EXHIBIT "A"  
Legal Description

Units 1 through 58, Midtown Court Townhomes, according to the official plat thereof recorded in the office of the Davis County Recorder, State of Utah.

Tax I.D. Nos. 09-430-0001 through 0058

and more particularly described as:

Beginning at a point on the west line of Falcon Wood Subdivision and the quarter section line, said point being North 0°08'00" East 661.15 feet to and along the west line of Falcon Wood Subdivision and along the quarter section line from the South Quarter Corner of Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; Thence South 89°52'30" West 350.10 feet; thence southwesterly 96.50 feet along the arc of a 135.00 foot radius curve to the left, (center bears South 0°07'30" East and long chord bears South 69°23'49" West 94.46 feet, with a central angle of 40°57'22"); Thence South 48°55'08" West 115.39 feet to the east line of 800 West Street; Thence North 41°04'52" West 125.55 feet along the east line of 800 West Street; Thence northerly 193.59 feet along the arc of a 270.00 foot radius curve to the right, (center bears North 48°55'08" East and long chord bears North 20°32'26" West 189.47 feet, with a central angle of 41°04'52") along the east line of 800 West Street; Thence North 74.06 feet to the south line of Harrisburg Place Subdivision No. 2; Thence North 89°52'30" East 675.03 feet along the north line of Harrisburg Place Subdivision No. 2 to and along the north line of Harrisburg Place Subdivision No. 1 to the Northwest Corner of Falcon Subdivision, also being on the quarter section line; Thence South 0°08'00" West 237.76 feet along the west line of Falcon Wood Subdivision and the quarter section line to the point of beginning.

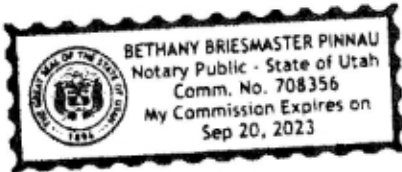
Contains 169,772 square feet, 3.897 acres.

HDP MIDTOWN COURTS, LLC

By: *David Bailey*  
David Bailey  
Its: Authorized Agent

STATE OF UTAH            )  
  : ss  
COUNTY OF DAVIS        )

On this 9<sup>th</sup> day of December, 2020, personally appeared before me David Bailey, who being by me duly sworn, did say that he is a Member of the HDP Midtown Courts, LLC, a Delaware limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.



*Bethany Briesmaster Pinnau*  
Notary Public