

WHEN RECORDED RETURN TO:
Evans Ranch, LLC
14034 S. 145 E. #204
Draper, UT 84020

ENT 71858:2020 PG 1 of 5
Jeffery Smith
Utah County Recorder
2020 May 27 03:53 PM FEE 944.00 BY IP
RECORDED FOR Miller Harrison LLC
ELECTRONICALLY RECORDED

**SIXTH AMENDMENT TO THE
AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EVANS RANCH**

This Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Evans Ranch (the "Sixth Amendment") is executed and adopted by Evans Ranch, LLC (the "Declarant") on behalf of the Evans Ranch Owners Association, Inc. a Utah non-profit corporation (the "Association").

RECITALS

A. The *Amended & Restated Declaration of Covenants, Conditions and Restrictions for Evans Ranch* was recorded on February 22, 2016 as Entry No. 14297:2016 in the office of the Utah County Recorder (hereinafter the "**Declaration**").

B. This Sixth Amendment affects the real property located in Utah County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Association desires to amend the Declaration as set forth in this Sixth Amendment to clarify the allocation of maintenance responsibilities between the Owners and the Association.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article X, Section 10.3 of the Declaration, the undersigned hereby certifies that this Sixth Amendment was approved by the Declarant pursuant to its unilateral amendment power in accordance with the conditions set forth therein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this Sixth Amendment, which shall be effective as of its recording date with the Utah County Recorder's office.

(1) Amendment No. 1. Article V, Section 5.4 shall be added to the Declaration as follows:

5.4 Water Drainage Systems and Improvements. Unless specifically provided herein, Owners shall be responsible for all landscape grading, pipes, drains, and related facilities located on their Lots.

(a) The Association shall be responsible to maintain the main line of the storm water drain system located within Plats C-1 and I-1. The Association shall keep the main lateral storm drain line clear of debris and shall check such line at least every 3 years and perform any necessary maintenance, clearing or repairs.

(b) The Association shall be responsible for maintaining the bubble up structure of the storm drain system located on or adjacent to Lot 22 of Plat J-1. Such maintenance shall include routine clearing of trapped debris and sediment as necessary for the proper operation of the bubble up structure.

(c) Owners are responsible for any alterations made to the grading and/or swale located on their Lot. Owners shall be responsible to keep swales clear of debris to ensure proper drainage. Owners shall be liable for all damages and claims that may arise from alterations in the grading and/or swale located on their Lot.

(d) Landscaping plans submitted to Association are for aesthetics only. The approval of landscaping plans by the Association shall not be interpreted as giving approval (either direct or implied) for any changes or alterations to the grading and/or swale located of Owners Lots. Any modification or alteration of the grading, swale, and water drainage pattern of a Lot shall be at the sole risk of Owners conducting such alterations. Owners shall be responsible to defend and indemnify the Association for any claims that may arise for any alterations to the grading or swale of a Lot.

(e) Owners are responsible to keep all drain grates of the storm water system that are located on their Lot clear of debris, dirt, and vegetation. Owners shall be responsible for any costs incurred by the Association for any necessary clearing of debris from the drain grates.

(f) The Association shall have no responsibility to maintain, repair, or replace any storm drain system or facilities other than those specifically identified in this Section 5.4 that are located within Plats C-1, I-1, and J-1.

(g) Owners are responsible for any damage to the storm water drainage system and facilities caused by the installation of fences, landscaping, or other improvements. Fencing must be installed so that all drainage grates are located within fenced yard areas.

(h) The Association is authorized to adopt Rules for the maintenance of water drainage systems and improvements in the Project including swales, storm water lines, Lot grading, or any other related improvements. Such Rules may clarify or alter any of the restrictions or allocations set forth in this Section.

(2) Conflicts. All remaining provisions of the Declaration and any prior amendments not specifically amended in this Sixth Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(3) **Incorporation and Supplementation of Declaration**. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Declarant has executed this Sixth Amendment on behalf of the Association this 27th day of May, 2020.

DECLARANT
EVANS RANCH, LLC
a Utah limited liability company

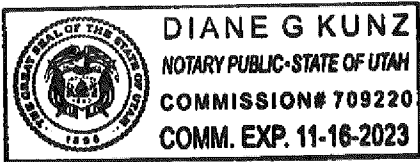
By:  _____

Name: Bryan Flamm _____

Its: Manager _____

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 27th day of May, 2020, personally appeared before me Bryan Flamm who by me being duly sworn, did say that she/he is an authorized representative of Evans Ranch, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



 _____
Notary Public

EXHIBIT A
[Legal Description]

All of **EVANS RANCH PLAT "A"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 106268:2015.

Serial Numbers 38:490:0001 through 38:490:0030

All of **EVANS RANCH PLAT "B-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 28358:2014.

Serial Numbers 38:459:0001 through 38:459:0004

All of **EVANS RANCH PLAT "B-2"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 72452:2014.

Serial Numbers 38:465:0001 through 38:465:0034

All of **EVANS RANCH PLAT "D"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 64834:2016.

Serial Numbers 38:504:0001 through 38:504:0028

All of **EVANS RANCH PLAT "E-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 32244:2019.

Serial Numbers 38:608:0001 through 38:608:0026

All of **EVANS RANCH PLAT "F-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 57554:2017.

Serial Numbers 38:535:0001 through 38:535:0020

All of **EVANS RANCH PLAT "F-2"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 105537:2017.

Serial Numbers 38:549:0001 through 38:549:0005

All of **EVANS RANCH PLAT "G-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 127062:2017.

Serial Numbers 38:553:0001 through 38:553:0025

All of **EVANS RANCH PLAT "H-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 79937:2018.

Serial Numbers 38:586:0001 through 38:586:0028

All of **EVANS RANCH PLAT "I-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 106358:2019.

Serial Numbers 38:623:0001 through 38:623:0026

All of **EVANS RANCH PLAT "J-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 74032:2019.

Serial Numbers 38:615:0001 through 38:615:0026

All of **EVANS RANCH PLAT "K-1"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 126463:2016.

Serial Numbers 38:513:0001 through 38:513:0016

All of **EVANS RANCH PLAT "K-2"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 78904:2017.

Serial Numbers 38:543:0001 through 38:543:0027

All of **EVANS RANCH PLAT "K-3"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 46425:2018.

Serial Numbers 38:575:0001 through 38:575:0049

All of **EVANS RANCH PLAT "K-4"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 116004:2017.

Serial Numbers 38:551:0001 through 38:551:0041

All of **EVANS RANCH PLAT "K-5"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 126465:2016.

Serial Numbers 38:514:0001 through 38:514:0035

All of **EVANS RANCH PLAT "K-6"**, according to the official plat on file in the office of the Utah County Recorder as Entry Number 78860:2017.

Serial Numbers 38:542:0001 through 38:542:0017

All of **Evans Ranch Plat "C-1"**, according to the official plat on file in the office of the Utah County Recorder. Including Lots 1 through 25

More particularly described as:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PLAT "A", EVANS RANCH SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED S0°37'35"W ALONG SECTION LINE 1690.31 FEET FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID PLAT "A" THE FOLLOWING TWELVE (12) COURSES: S89°22'25"E 4.00 FEET; THENCE S67°12'45"E 26.77 FEET; THENCE ALONG THE ARC OF A 59.00 FOOT RADIUS CURVE TO THE RIGHT 36.93 FEET THROUGH A CENTRAL ANGLE OF 35°52'00" (CHORD: S49°16'45"E 36.33 FEET); THENCE N59°23'09"E 99.36 FEET; THENCE S39°14'58"E 7.16 FEET; THENCE S81°14'25"E 91.75 FEET; THENCE ALONG THE ARC OF A 815.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N71°58'16"W) 32.07 FEET THROUGH A CENTRAL ANGLE OF 2°15'11" (CHORD: S19°09'19"W 32.07 FEET); THENCE S69°43'05"E 53.00 FEET; THENCE S78°57'56"E 100.85 FEET; THENCE N60°30'41"E 25.45 FEET; THENCE S31°27'51"E 180.41 FEET; THENCE S2°47'10"E 328.88 FEET TO THE NORTH LINE OF PLAT "B-2", EVANS RANCH SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID PLAT "B-2" THE FOLLOWING EIGHT (8) COURSES: S42°20'00"W 112.91 FEET; THENCE N54°58'38"W 28.87 FEET; THENCE S7°19'15"W 49.90 FEET; THENCE S42°20'00"W 111.65 FEET; THENCE S58°23'35"W 53.00 FEET; THENCE ALONG THE ARC OF A 273.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S58°23'35"W) 3.32 FEET THROUGH A CENTRAL ANGLE OF 0°41'43" (CHORD: S31°15'34"E 3.32 FEET); THENCE S86°37'45"W 175.62 FEET; THENCE N89°22'25"W 115.99 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N0°37'35"E ALONG THE SECTION LINE 779.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.85 ACRES