

When Recorded Return To:

Evans Ranch, LLC
1099 West South Jordan Parkway
South Jordan, Utah 84095

**CERTIFICATE OF AMENDMENT FOR FIRST ADDENDUM TO
AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR EVANS RANCH**

This *Certificate of Amendment for First Addendum to Amended & Restated Declaration of Covenants, Conditions and Restrictions for Evans Ranch* (“**Addendum**”) is made and executed this ___ day of May, 2016, by Evans Ranch, LLC, a Utah limited liability company (“**Declarant**”), and certified by the Evans Ranch Homeowners Association, Inc. (“**Association**”).

RECITALS

A. A *Declaration of Covenants, Conditions and Restrictions for Evans Ranch* (“**Original Declaration**”) which was recorded in the real property records of Utah County on May 1, 2014, as Entry No. 29104:2014. The Original Declaration encumbered the Property as defined therein.

B. Declarant, as successor declarant, executed an *Amended & Restated Declaration of Covenants, Conditions and Restrictions for Evans Ranch* (“**Declaration**”) which was recorded in the real property records of Utah County on February 22, 2016, as Entry No. 14297:2016. The Declaration supersedes in its entirety the Original Declaration. Unless otherwise indicated, capitalized terms used herein have the meanings set forth in the Declaration.

C. Declarant now desires to amend the Declaration.

D. Pursuant to Section 10.3 of the Declaration, Declarant may unilaterally amend the Declaration so long as Declarant owns any Lot in the Project, provided that the amendment shall not materially adversely affect title to any Lot without the consent of an affected Owner.

E. Declarant owns more than one Lot in the Project, and has consent of the Owners of the land affected by this Addendum.

NOW THEREFORE, Declarant does hereby modify the Declaration as follows.

1. The real property identified on Exhibit 1-A hereto (“**Excluded Land**”) is hereby removed from the Project and, upon the recording of this Addendum, the terms Project and Property, as used in the Declaration, will no longer refer to or include the Excluded Land.

2. Upon the recording of this Addendum the Declaration, and the covenants, conditions, and restrictions set forth in the Declaration, shall no longer burden, encumber, or affect the Excluded Land and shall no longer run with the Excluded Land.

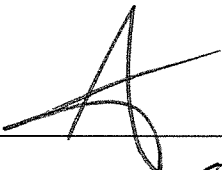
3. Upon the recording of this Addendum the Owners of the Excluded Land shall cease to be members of the Association, shall not be bound by the Declaration or the Bylaws, and shall have no further obligation to the Association.

4. The lien, if any, of the Association on any portion of the Excluded Land is hereby released and extinguished and the covenant for reinvestment fee shall no longer affect or encumber the Excluded Land.

5. Except as modified in this Addendum, all other provisions of the Declaration remain in full force and effect.

Executed by the Declarant and certified by the Association effective as of the date first set forth above.


DECLARANT
Evans Ranch, LLC

By: 
Printed Name: Nathan Shipp
Title: Manager

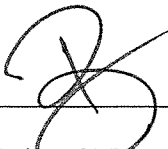
PRESIDENT OF THE ASSOCIATION


Printed Name: Milton T. Shipp

SECRETARY OF THE ASSOCIATION


Printed Name: Joe Salisbury

VICE PRESIDENT OF THE ASSOCIATION

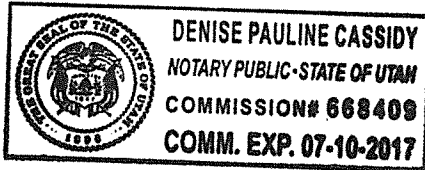

Printed Name: Bryan Flamm

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of May, 2016, by Nathan Shupp, as the Manager of Evans Ranch, LLC.

Denise Pauline Cassidy
NOTARY PUBLIC

SEAL:

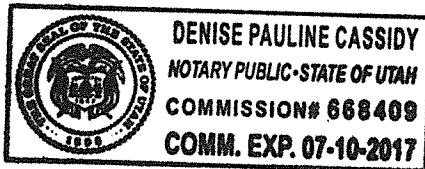


STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of May, 2016, by Milton P. Shupp, as the President of the Evans Ranch Homeowners Association, Inc.

Denise Pauline Cassidy
NOTARY PUBLIC

SEAL:

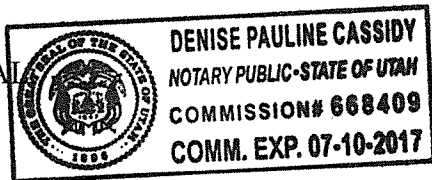


STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of May, 2016, by Bryan Fumm, as the Vice President of the Evans Ranch Homeowners Association, Inc..

Denise Pauline Cassidy
NOTARY PUBLIC

SEAL:



STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of May, 2016, by Joseph Salisbury as the Secretary of the Evans Ranch Homeowners Association, Inc..

Denise Pauline Cassidy
NOTARY PUBLIC

SEAL:

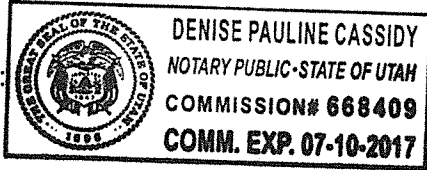


EXHIBIT 1-A**(Description of Excluded Land)****SURVEY DESCRIPTION**

A portion of the Northwest Quarter of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described by survey as follows:

Beginning at a point located S89°09'18"E along the Section Line 2.06 feet from the Northwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°09'18"E along the Section Line 1317.62 feet to the Northwest Corner of Plat "ONE-A", SILVER LAKE Subdivision; thence S0°35'05"W along the westerly line of Plats "ONE-A, ONE-C and TWO-A", SILVER LAKE Subdivisions 1318.59 feet; thence N89°18'28"W 758.75 feet more or less to the center of a wash; thence along the center of said wash the following nine (9) courses: N3°44'29"E 215.14 feet; thence N33°11'28"E 40.34 feet; thence S88°55'22"W 166.94 feet; thence N56°30'19"W 155.18 feet; thence N33°22'13"W 136.30 feet; thence N57°33'20"W 67.83 feet; thence N36°36'24"W 218.46 feet; thence N1°23'59"W 106.51 feet; thence S83°41'52"W 26.55 feet to the east line of that real property described in Deed Entry No. 14863:2009 in the official records of the Utah County Recorder; thence N0°38'21"E along said real property 568.73 feet to the point of beginning.

Contains: ±34.80 Acres