


When Recorded Return to:
ERTH, LLC
c/o Bryan Flamm
1099 W. South Jordan Pkwy
South Jordan, UT 84095



ENT 47251:2018 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 May 21 2:13 pm FEE 16.00 BY VP
RECORDED FOR EVANS RANCH, LLC

**SUPPLEMENT TO THE AMENDED AND RESTATED
NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR EVANS RANCH SOUTH**

(Plat "K-3")

This SUPPLEMENT TO THE AMENDED AND RESTATED NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EVANS RANCH SOUTH ("**Supplemental Declaration**") is executed and adopted by ERTH, LLC, a Utah limited liability company ("**Declarant**") on behalf of The Evans Ranch South Owners Association.

RECITALS

A. This Supplemental Declaration shall modify and supplement the Amended and Restated Neighborhood Declaration of Covenants, Conditions and Restrictions for Evans Ranch South ("**Declaration**") recorded with the Utah County Recorder's Office on July 6, 2017 as Entry No. 65173:2017, and any supplements or amendments thereto.

B. ERTH, LLC is the Declarant as identified and set forth in the Declaration and is the owner of the real property subject to this Supplemental Declaration as identified on Exhibit A attached hereto.

C. Under the terms of the Declaration, Declarant reserved the right to expand the Property by the addition of all or a portion of the Additional Land including but not limited to Additional Land described in the Declaration.

D. Declarant desires to add a portion of the Additional Land as hereinafter provided for.

ANNEXATION

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Annexation of Additional Land. Declarant hereby annexes in and submits the following described portion of the Additional Land (herein referred to as "**Subject Property**") to the Declaration, including, without limitation, the Declaration's terms, conditions, restrictions, covenants, assessments, and easements:

ALL PROPERTY IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO.

TOGETHER WITH: (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described Subject Property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other

appurtenances and rights incident to, appurtenant to, or accompanying said Subject Property; and (iii) all articles of personal property intended for use in connection with said Subject Property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Subject Property or any portion thereof, including, without limitation, any mortgage or deed of trust, The Declaration (as amended, supplemented and/or restated from time to time); all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Subject Property at such times as construction of all improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete all of the improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) to improve portions of the Subject Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners, as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Supplemental Declaration is filed for record in the Utah County records.

2. Evans Ranch Plat K-3. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on the **Evans Ranch Plat "K-3"** subdivision plat map, which plat map shall be recorded with this Supplemental Declaration.

3. Submission. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and all supplements and amendments thereto.

4. Membership. The Owner of each Lot or Parcel within the Subject Property shall

be a member of The Evans Ranch South Owners Association, and shall be entitled to all benefits of such membership and shall be subject to the Declaration. Each Lot Owner is allotted one vote in such Association per Lot owned.

5. Apportionment of Common Expenses. In accordance with the Declaration, Common Expenses shall be equally apportioned among the Owners, including the Owners of Lots annexed into to the Association through this Supplemental Declaration.

6. Master Association Membership. the Owner of each Lot or Parcel within the Subject Property shall also be a member of the Evans Ranch Owners Association, Inc. and shall be entitled to all benefits of such membership and shall be subject to the *Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Evans Ranch* recorded in the Utah County Recorder's Office on February 22, 2016 as Entry No. 14297:2016 and any supplements and amendments thereto.

7. Representations of Declarant. Declarant represents that the annexed real property is part of the Additional Land described in the Declaration.

8. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Project reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the same terms, provisions and limitations set forth in the Declaration.

9. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Utah County Recorder.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 15th day of May, 2018.

DECLARANT
ERTH, LLC
A Utah Limited Liability Company

By: _____

Name: Nathan Shipp

Title: Manager

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

On the 15th day of May, 2018, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of ERTH, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Katelyn Mickelsen
Notary Public



EXHIBIT A
SUBJECT PROPERTY/ADDITIONAL LAND
(Legal Description)

All of **Evans Ranch Plat "K-3"**, according to the official plat thereof, on file in the office of the Utah County Recorder.

More particularly described as:

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

BEGINNING AT A POINT LOCATED S89°16'15"E ALONG THE SECTION LINE 672.10 FEET FROM THE SOUTHWEST CORNER OF SECTION 28 TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN; THENCE N0°43'45"E 136.34 FEET; THENCE N89°16'15"W 59.26 FEET; THENCE N0°24'57"E 276.32 FEET; THENCE N1°00'57"W 400.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 850.75 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 109.95 FEET (RADIUS BEARS: S27°37'53"W) THROUGH A CENTRAL ANGLE OF 7°24'17" (CHORD: S58°39'58"E 109.87 FEET); THENCE S54°57'50"E 41.04 FEET; THENCE ALONG THE ARC OF A 218.00 FOOT RADIUS CURVE TO THE LEFT 58.21 FEET THROUGH A CENTRAL ANGLE OF 15°17'55" (CHORD: S62°36'47"E 58.04 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 21.16 FEET THROUGH A CENTRAL ANGLE OF 80°50'19" (CHORD: S29°50'35"E 19.45 FEET); THENCE ALONG THE ARC OF A 353.00 FOOT RADIUS CURVE TO THE LEFT 4.86 FEET THROUGH A CENTRAL ANGLE OF 0°47'21" (CHORD: S10°10'54"W 4.86 FEET); THENCE S80°12'47"E 36.49 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 316.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 93.74 FEET (RADIUS BEARS S80°12'47"E) THROUGH A CENTRAL ANGLE OF 16°58'11" (CHORD: N18°16'19"E 93.40 FEET); THENCE N26°45'23"E 23.17 FEET; THENCE S63°14'38"E 16.51 FEET; THENCE S26°45'22"W 23.17 FEET; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT 192.77 FEET THROUGH A CENTRAL ANGLE OF 36°48'56" (CHORD: S8°20'54"W 189.47 FEET); THENCE ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT 105.34 FEET THROUGH A CENTRAL ANGLE OF 10°03'34" (CHORD: S5°01'47"E 105.21 FEET); THENCE SOUTH 335.82 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 54.08 FEET THROUGH A CENTRAL ANGLE OF 61°57'57" (CHORD: S30°58'58"W 51.48 FEET); THENCE SOUTH 89.52 FEET; THENCE N89°16'15"W 160.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±3.90 ACRES