

WHEN RECORDED RETURN TO:
Evans Ranch, LLC
1099 W. South Jordan Pkwy
South Jordan, UT 84095

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

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Evans Ranch (the "Fifth 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 Fifth 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 Fifth Amendment to incorporate restrictions and regulations for the leasing of homes within the Project.

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

E. As of the date of this Fifth Amendment, the Declarant owns Lots within the Project and owns or controls more than 25% of the Additional Land that may be annexed into the Project.

F. Pursuant to Article X, Section 10.3 of the Declaration, the undersigned hereby certifies that this Fifth Amendment was approved by the Declarant pursuant to its unilateral amendment power.

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

(1) **Amendment No. 1.** Article VIII, Section 8.10 shall be added to the Declaration as follows:

8.10 **Leasing.** The leasing of Lots and Townhome Units is permitted. The Board may adopt Rules to regulate the leasing of residential units within the Project which may include, but are not limited to: requiring a copy of each lease to be provided to the Board, reporting of name and contact information for all adult tenants, reporting of vehicle information of the tenants, and any other information deemed necessary by the Board. Unless otherwise modified by Association Rule, the following leasing restrictions shall apply: (a) no Owner shall be permitted to lease his/her residence for transient, hotel, VRBO, Airbnb, or similar purposes; (b) all leases shall be for an initial term of no less than six (6) months; (c) daily or weekly rentals are prohibited; (d) no Owner may lease individual rooms to separate persons or less than her entire house or townhome unit, unless the Owner is also living in such residence; (e) no portion of the home, unit, or Lot may be rented out for storage; and (f) all leases shall provide that the tenant is subject to and shall abide by the Declaration and Rules, and the tenant's failure to do so shall constitute a breach of the lease agreement. Within 10 days after delivery of written notice of the creation of a nuisance or violation of the Declaration or other governing documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so. All costs incurred by the Association to enforce the terms of the Governing Documents against a tenant shall be assessed to the Owner as a specific assessment against its lot. The leasing restrictions set forth in this Section shall not apply to the Declarant or a Declarant affiliated entity

(2) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this Fifth 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 Fifth Amendment on behalf of the Association on the date set forth below.

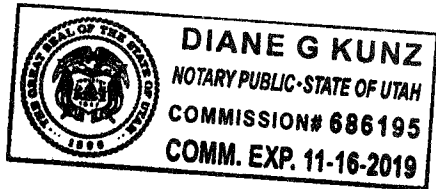
DATED this 10th day of April, 2019.

DECLARANT
EVANS RANCH, LLC
a Utah limited liability company

By: _____
Its: Manager

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

On the 10th day of April, 2019, personally appeared before me Joseph Salisbury 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 "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 "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