

WHEN RECORDED RETURN TO:

Shamrock Village, LLC
14034 S. 145 E. Suite 204
Draper, UT 84020

06-395-0101 through 06-395-0109
06-399-0201 through 06-399-0215
06-407-0301 through 06-407-0318
06-414-0401 through 06-414-0437
06-419-0501 through 06-419-0536
06-422-0601 through 06-422-0634

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHAMROCK VILLAGE**

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

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Shamrock Village was recorded in the office of the Davis County Recorder on June 26, 2018 as Entry No. 3101319, in Book 7044, at Pages 351-403 (hereinafter the "Declaration").

B. The First Amendment to the Declaration of Covenants, Conditions and Restrictions for Shamrock Village was recorded in the office of the Davis County Recorder on April 11, 2019 as Entry No. 3153268, in Book 7239, at Pages 768-771.

C. The Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Shamrock Village was recorded in the office of the Davis County Recorder on September 9, 2020 as Entry No. 3290779, in Book 7591, at Pages 1291-1295.

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

E. The Declarant and Association desire to amend the Declaration as set forth in this Third Amendment to incorporate restrictions and regulations governing the allocation of maintenance responsibilities between the Owners and the Association for landscaping and storm drains.

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

G. As of the date of this Third Amendment, the Declarant remains an owner of Lots within the Project.

H. Pursuant to Article XV, Section 15.1 of the Declaration, the undersigned hereby certifies that this Third 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 Third Amendment, which shall be effective as of its recording date with the Davis County Recorder's office.

(1) Amendment No. 1. Article VII, Section 7.8¹ shall be deleted in its entirety and replaced by the following:

7.8 Water Drainage Easements, 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 the owner and holder of all "DRAINAGE EASEMENTS", "YARD DRAINAGE EASEMENTS", "DRAINAGE & LAND DRAIN EASEMENTS", or other similar easements identified on the Plats for the purpose of the planned diversion of ground water or storm water within the Project.

(b) The Association shall be responsible to maintain the main line of the storm water drain systems located within Shamrock Village Phases 4, 6 and 8 Plats and any similar storm drain systems that may be installed in other phases of the Project. The Association shall keep the main lateral storm drain lines clear of debris and shall check such line at least every 3 years and perform any necessary maintenance, clearing or repairs.

(c) The Association shall be responsible for maintaining all bubble up structures for the main line of the storm drain system (if any) regardless of whether such facilities are located on a Lot, easement area, or Common Area. Such maintenance shall include routine clearing of trapped debris and sediment as necessary for the proper operation of the bubble up structures.

(d) Owners are responsible for any alterations made to the grading and/or swale located on their Lot that diverts or directs storm water. 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.

(e) 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 and subsequent water drainage.

(f) 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 located on an Owner's Lot.

¹ Article VII, Section 7.8 was previously added to the Declaration through the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Shamrock Village.

EXHIBIT A

[Legal Description]

All of **SHAMROCK VILLAGE PHASE 1**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3101318.

Including Lots 101 through 106 and Parcels A, B & C

Serial Numbers: 06-395-0101 through 06-395-0109

All of **SHAMROCK VILLAGE PHASE 2**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3101320.

Including Lots 201 through 214 and Parcel A

Serial Numbers: 06-399-0201 through 06-399-0215

All of **SHAMROCK VILLAGE PHASE 3**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3140362.

Including Lots 301 through 315, Parcel A, Private Street 1995 S., and Private Street 2030 S.

Serial Numbers: 06-407-0301 through 06-407-0318

All of **SHAMROCK VILLAGE PHASE 4**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3174425.

Including Lots 401 through 436 and Parcel E

Serial Numbers: 06-414-0401 through 06-414-0437

All of **SHAMROCK VILLAGE PHASE 5**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3220412.

Including Lots 501 through 532, Parcels A & B, and Private Streets

Serial Numbers: 06-419-0501 through 06-419-0536

All of **SHAMROCK VILLAGE PHASE 6**, according to the official plat on file in the office of the Davis County Recorder as Entry Number 3288774.

Including Lots 601 through 634

Serial Numbers: 06-422-0601 through 06-422-0634