

WHEN RECORDED, RETURN TO:

Eagle12, LLC
c/o DAI Partners, LLC
1099 W. South Jordan Parkway
South Jordan, Utah 84095

ENT **84069:2014** PG 1 of 7
Jeffery Smith
Utah County Recorder
2014 Nov 20 04:30 PM FEE 56.00 BY SS
RECORDED FOR Ray Quinney & Nebeker, P.C.
ELECTRONICALLY RECORDED

**CERTIFICATE OF FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EVANS RANCH**

THIS CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EVANS RANCH (“First Amendment”) is made and entered into as of the 30 day of October 2014, by Eagle12, LLC, a Utah limited liability company (“Declarant”).

Recitals

A. Evans Ranch (the “Project”) comprises the real property located in Eagle Mountain City, Utah County, Utah, described with particularity in Exhibit A attached hereto and incorporated herein.

B. The Declaration of Covenants, Conditions and Restrictions for Evans Ranch (the “Declaration”) was recorded May 1, 2014, as Entry No. 29104:2014, in the office of the Utah County Recorder. Each capitalized term used in this First Amendment shall have the same meaning as is ascribed to such capitalized term in the Declaration, unless otherwise provided for herein.

C. This First Amendment has been adopted by the Declarant pursuant to authority reserved by Declarant pursuant to Section 10.2 of the Declaration.

Amendment

NOW, THEREFORE, the Declarant hereby declares, certifies, covenants and agrees as follows:

1. Definitions. Article I (“Definitions”) of the Declaration is hereby amended as follows:
 - a. The definition of “Association” is hereby deleted, and the following is inserted in lieu thereof:

“(d) “Association” shall mean Evans Ranch Owners Association, Inc.”
 - b. The definition of “Declarant” is hereby deleted, and the following is inserted in lieu thereof:

“(l) “Declarant” shall mean and refer to Eagle12, LLC, a Utah limited liability company, R5Ventures, Inc., a Utah corporation, or any successor to either entity, which either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Project as did its predecessor. Nothing herein shall

limit more than one Declarant from serving at once, in the event that Declarant partially assigns any of its rights under this Declaration to another party.”

2. Special Assessments. The following is inserted as a new subsection (c) to the end of Section 4.3 (“Special Assessments; Neighborhood Special Assessments”) of the Declaration:

“c. Furthermore, and without limiting the Special Assessment and Neighborhood Special Assessment set forth in subsections (a) and (b) above, the Board shall have the right to authorize a Special Assessment or a Neighborhood Special Assessment, in an amount not to exceed \$500.00 per Lot or Unit (as applicable), as it deems necessary in its reasonable business judgment, without approval by any Members, provided that such assessment shall not be made more than one (1) time in a given calendar year.”

3. Effect of Nonpayment. The last sentence of Section 4.7 (“Effect of Nonpayment”) is hereby deleted, and the following sentence is inserted in lieu thereof:

“Notwithstanding anything in this Declaration to the contrary, neither any Declarant, Eagle12, LLC (if Eagle12, LLC is not the Declarant but continues to own any Property or Additional Land), nor any homebuilder intending to construct a residence upon a Lot for future sale to a third party buyer (a “Builder”), shall be charged, and is hereby exempted from paying, any assessments (whether Annual Assessment, Neighborhood Annual Assessment, Special Assessment, or Neighborhood Special Assessment), with respect to Lots owned by Declarant, Eagle12, LLC, or a Builder.”

4. Design Review. Notwithstanding anything in Article VII (“Design Review”) to the contrary, Declarant hereby authorizes DAI Partners, LLC, in place of the DRC, to perform all design review functions prescribed in the Declaration for the DRC to perform, including but not limited to, the review and approval of all plans, insofar as such functions, review and approval relate to Lots or Units upon which or with respect to which residences are to be constructed by Candlelight Homes, LLC, its successors and/or assigns.

5. Unilateral Amendment. The last sentence of Section 10.3 (“Unilateral Amendment”) is hereby deleted, and the following sentence is inserted in lieu thereof:

“Further, so long as Declarant is either R5Ventures, Inc., or the Owner of any Lot in the Project or at least twenty five percent (25%) of the Additional Land, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any Lot without the consent of the affected Owner.”

6. Expansion of Project. Acting pursuant to authority granted to Declarant pursuant to Section 10.4 (“Expansion of Project”) of the Declaration, Declarant hereby expands the Project to include that certain property identified as “Additional Land Annexed into Declaration” in Exhibit A attached hereto and incorporated herein, which property is included as part of the Additional Land described in the Declaration. Such property is hereby subjected to all of the terms of the Declaration, as amended hereby.

7. Amendment to Bylaws. The Bylaws have been amended pursuant to that certain First Amendment to the Bylaws of Evans Ranch Owners Association, a copy of which is attached to this First Amendment as Exhibit C.

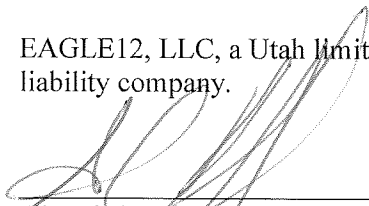
8. No Further Amendment. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain the same.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the day and year first above written.

DECLARANT:


EAGLE12, LLC, a Utah limited liability company.



Al Rafati, Manager/Member

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

The foregoing instrument was acknowledged before me this 30 day of October, 2014 by Al Rafati, a Manager/Member of Eagle12, LLC, a Utah limited liability company.



Notary Public
Residing at: Salt Lake

My commission expires:
12-15-15



1303084

EXHIBIT A**Legal Description**

The Property is located in Eagle Mountain City, Utah County, State of Utah, and is more particularly described as follows:

ALL OF EVANS RANCH PLAT "B-1", according to the official plat thereof, as recorded in the office of the Utah County Recorder.

ALSO KNOWN AS:

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

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N0°37'35"E ALONG THE SECTION LINE 22.45 FEET; THENCE S89°22'25"E 4.00 FEET; THENCE N72°29'19"E 17.08 FEET; THENCE ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT 28.75 FEET THROUGH A CENTRAL ANGLE OF 1r45'57" (CORD: N66°36'21"E 28.70 FEET); THENCE S25°29'24"E 139.44 FEET; THENCE ALONG THE ARC OF A 82.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S23°02'41"E) TO THE RIGHT 82.00 FEET THROUGH A CENTRAL ANGLE OF 14°22'52" (CHORD: N74°08'45"E 20.53 FEET); THENCE N8r20'11"E 28.88 FEET; THENCE S8°39'44"E 78.00 FEET; THENCE S8b20'11"W 12.45 FEET; THENCE S21°55'47"W 152.62 FEET; THENCE ALONG THE ARC OF A 70.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S39°43'51"W) TO THE LEFT 39.80 FEET THROUGH A CENTRAL ANGLE OF 32°34'40" (CHORD: N66°33'29"W 39.27 FEET); THENCE N82°50'49"W 61.03 FEET; THENCE N89°22'57"W 4.00 FEET TO THE SECTION LINE; THENCE N0°37'03"E ALONG THE SECTION LINE 274.29 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.86 ACRES

In addition, the Property also includes, pursuant to Section 6 of this First Amendment the following Additional Land Annexed into Declaration:

ALL OF EVANS RANCH PLAT "B-2", according to the official plat thereof, as recorded in the office of the Utah County Recorder.

ALSO KNOWN AS:

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

BEGINNING AT A POINT ON THE WEST SECTION LINE OF SAID SECTION 28, SAID POINT BEING N0°37'35"E 22.45 FEET FROM THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N0°37'35"E 151.95 FEET; THENCE S89°22'25"E 115.99 FEET; THENCE N86°37'45"E 175.62 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 273.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 3.32 FEET (RADIUS BEARS: S59°05'18"W) THROUGH A CENTRAL ANGLE OF 0°41'43" (CHORD: N31°15'34"W 3.32 FEET); THENCE N58°23'35"E 53.00 FEET; THENCE N42°20'00"E 111.65 FEET; THENCE N7°19'15"E 49.90 FEET; THENCE S54°58'38"E 28.87 FEET; THENCE N42°20'00"E 112.91 FEET; THENCE S2°47'10"E 28.22 FEET; THENCE S66°32'29"E 104.82 FEET; N55°57'40"E 157.44 FEET; THENCE N42°28'39"W 22.39 FEET; THENCE ALONG THE ARC OF A 376.50 FOOT RADIUS CURVE TO THE RIGHT 28.51 FEET THROUGH A CENTRAL ANGLE OF 4°02'04" (CHORD: N40°27'38"W 26.50 FEET); THENCE N51°33'24"E 53.00 FEET; THENCE N50°26'47"E 179.66 FEET; THENCE N85°58'11"E 62.76 FEET; THENCE S39°45'16"E 144.91 FEET; THENCE S42°59'30"E 102.76 FEET; THENCE S30°04'35"E 179.13 FEET; THENCE S74°59'35"W 198.13 FEET; THENCE S49°41'54"W 188.16 FEET; THENCE S66°08'29"W 141.96 FEET; THENCE S78°55'02"W 268.32 FEET; THENCE S62°42'22"W 124.57 FEET; THENCE S2°12'14"E 56.96 FEET; THENCE S28°37'28"W 135.86 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 192.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 119.35 FEET (RADIUS BEARS: N33°40'20"E) THROUGH A CENTRAL ANGLE OF 35°31'22" (CHORD: N38°33'59"W 117.45 FEET); THENCE S69°11'42"W 53.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 16.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 21.74 FEET (RADIUS BEARS: S69°11'42"W) THROUGH A CENTRAL ANGLE OF 77°51'52" (CHORD: N59°44'14"W 20.11 FEET); THENCE N8°39'44"W 78.00 FEET; THENCE S81°20'11"W 28.88 FEET; THENCE ALONG THE ARC OF A 82.00 FOOT RADIUS CURVE TO THE LEFT 20.58 FEET THROUGH A CENTRAL ANGLE OF 14°22'52" (CHORD: S74°08'45"W 20.53 FEET); THENCE N25°29'24"W 139.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 140.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 28.75 FEET (RADIUS BEARS: N29°16'38"W) THROUGH A CENTRAL ANGLE OF 11°45'57" (CHORD: S66°36'21"W 28.70 FEET); THENCE S72°29'19"W 17.08 FEET; THENCE N89°22'25"W 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±9.19 ACRES

EXHIBIT B

First Amendment to the Bylaws

See attached.

**FIRST AMENDMENT TO THE BYLAWS OF
EVANS RANCH OWNERS ASSOCIATION**

Pursuant to the terms of Article 9 ("Amendments") of the Bylaws for Evans Ranch Owners Association, dated April 25, 2014 (the "Bylaws"), the Trustees hereby amend the Bylaws as follows:

1. The Trustees, as set forth in Exhibit A to the Bylaws, are hereby removed and replaced as follows:

Trustees and Initial Terms

Milton P. Shipp	Until the third annual meeting after incorporation
Al Rafati	Until the second annual meeting after incorporation
Michael Rafati	Until the first annual meeting after incorporation

2. Except as expressly modified herein, all provisions of the Association's Bylaws shall remain in full force and effect.

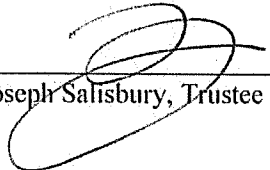
INITIAL TRUSTEES:



Milton P. Shipp, Trustee



Bryan J. Flamm, Trustee



Joseph Salisbury, Trustee