

WHEN RECORDED RETURN TO:

Holmes-Hatton & Heppler, LLC
126 West Sege Lily Dr. Ste 250
Sandy, Utah 84070

MW-10181

**SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR MALLARD BAY
(Phase 6)**

This Supplement to the Declaration of Covenants, Conditions, and Restrictions for Mallard Bay ("**Supplemental Declaration**") is executed and adopted by Holmes-Hatton & Heppler, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. This Supplemental Declaration shall modify and supplement the Declaration of Covenants, Conditions, and Restrictions for Mallard Bay ("**Declaration**") recorded with the Utah County Recorder's Office on April 1, 2016 as Entry No. 27906:2016, as amended.

B. Holmes-Hatton & Heppler, LLC is the Declarant as identified and set forth in the Declaration.

C. Joshua Pettit Construction, Inc. and Desert West Construction, Inc. are the owners of the real property subject to this Supplemental Declaration and consent to its terms.

D. Under the terms of Section 2.2 of the Declaration, Declarant reserved the right to expand the Property by the annexation of Additional Land. Declarant now desires to add a portion of the Additional Land as hereinafter provided.

E. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Declaration.

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 confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, improvements, and structures situated on or comprising a part of the above-described real 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 real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "**Subject Property**") is submitted to and properly annexed into the Declaration.

2. Plat. 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 **MALLARD BAY PHASE 6 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 within the Subject Property shall be a member of the Mallard Bay Homeowner's Association, Inc. Voting and the apportionment of Assessments for the Association's Common Expenses shall be as set forth in the Declaration.

5. 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 terms, provisions and limitations set forth in the Declaration.

6. 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 11 day of Dec, 2020.

DECLARANT
HOLMES-HATTON & HEPPLER, LLC
a Utah limited liability company

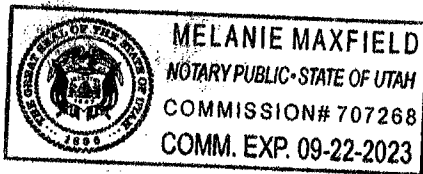
By: [Signature]

Name: DARON SMITH

Title: GENERAL MANAGER HOLMES HOMES, INC.

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake

On the 11 day of Dec, 2020, personally appeared before me Daron Smith, Sec of Holmes Homes, Inc who by me being duly sworn, did say that she/he is an authorized representative of Holmes-Hatton & Heppler, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: [Signature]

IN WITNESS WHEREOF, the owner of the real property described in Exhibit A consents to the recording of this Supplemental Declaration this 11 day of December, 2020.

**PROPERTY OWNER
JOSHUA PETTIT CONSTRUCTION, INC.**

a Utah corporation

By: [Signature]

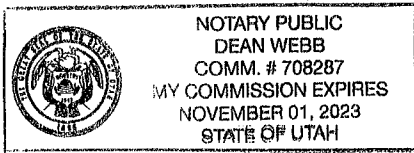
Name: Joshua Pettit

Its: President

*president of Joshua Pettit Construction, Inc.

STATE OF UTAH)
COUNTY OF Salt Lake ss.

On the 11th day of December, 2020, personally appeared before me Joshua C Pettit * who by me being duly sworn, did say that she/he is an authorized representative of Joshua Pettit Construction, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: [Signature]

IN WITNESS WHEREOF, the owner of the real property described in Exhibit A consents to the recording of this Supplemental Declaration this 11th day of December, 2020.

**PROPERTY OWNER
DESERT WEST CONSTRUCTION, INC.**

a Utah corporation

By: [Signature]

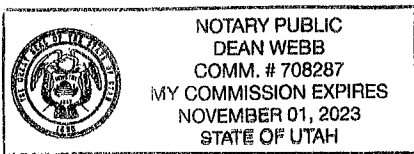
Name: Joshua Pettit

Its: President

*president of Desert West Construction, Inc.

STATE OF UTAH)
COUNTY OF Salt Lake ss.

On the 11th day of December, 2020, personally appeared before me Joshua C Pettit * who by me being duly sworn, did say that she/he is an authorized representative of Desert West Construction, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: [Signature]

EXHIBIT A
SUBJECT PROPERTY
 (Legal Description)

All of **MALLARD BAY PHASE 6 SUBDIVISION**, according to the official plat filed in the office of the Utah County Recorder as Entry Number 194521:2020.

Including Lots 601 - 626

More particularly described as:

A portion of the SE1/4 of Section 12, Township 6 South, Range 1 West, and the SW1/4 of Section 7, Township 6 South, Range 1 East Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the East 1/4 Corner of Section 12, T6S, R1W, SLB&M (Basis of Bearing: S89°49'52"W along the 1/4 Section line between the East 1/4 Corner and West 1/4 Corner of said Section 12); thence N89°59'56"E 24.10 feet; thence S05°55'25"E 120.51 feet; thence S05°34'21"E 56.00 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 1,056.00 feet (radius bears: N05°54'09"W) a distance of 20.87 feet through a central angle of 01°07'56" Chord: S84°39'49"W 20.87 feet; thence S08°13'29"E 154.50 feet; thence S16°41'28"E 68.66 feet; thence S20°56'40"E 43.61 feet; thence S20°56'41"E 22.56 feet; thence S20°56'39"E 68.90 feet; thence S26°08'39"E 15.03 feet; thence S24°16'55"E 81.89 feet; thence S28°01'12"E 84.33 feet; thence S60°33'22"W 117.90 feet; thence S29°26'43"E 4.22 feet; thence S60°33'17"W 56.00 feet; thence S60°33'16"W 124.24 feet; thence N30°27'48"W 161.40 feet; thence N29°17'31"W 15.00 feet; thence N60°43'20"E 14.97 feet; thence N27°54'58"W 68.41 feet; thence N23°38'49"W 72.65 feet; thence N19°14'13"W 72.81 feet; thence N14°46'53"W 72.92 feet; thence S78°25'39"W 186.94 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 1,278.00 feet (radius bears: N78°25'39"E) a distance of 61.87 feet through a central angle of 02°46'26" Chord: N10°11'09"W 61.86 feet; thence S81°12'03"W 109.22 feet; thence N08°11'54"W 117.95 feet; thence N00°10'26"W 159.26 feet; thence N89°49'34"E 17.00 feet; thence N00°10'08"W 125.04 feet; thence N89°49'52"E 548.90 feet to the point of beginning.

PARCEL C

A portion of the NW1/4 & SW1/4 of Section 7, Township 6 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N00°08'57"E along the Section line 594.37 feet from the West 1/4 Corner of Section 7, T6S, R1E, SLB&M (Basis of Bearing: S89°49'52"W along the 1/4 Section line between the East 1/4 Corner and West 1/4 Corner of Section 12); thence N00°08'57"E 361.64 feet to the Utah Lake Boundary; thence along the Utah Lake Boundary the following 6 (six) courses: 1) S48°00'21"E 199.20 feet; 2) S44°35'15"E 193.92 feet; 3) S25°07'19"E 485.17 feet; 4) S62°07'26"E 130.15 feet; 5) S38°10'35"W 358.06 feet; 6) S28°26'03"E 120.16 feet; thence S02°23'09"W 87.26 feet; thence S71°01'02"W 75.01 feet; thence N16°39'54"W 128.23 feet; thence N06°07'22"E 86.41 feet; thence N33°24'22"W 91.97 feet; thence N06°52'16"E 158.60 feet; thence N08°00'49"W 69.81 feet; thence N24°41'58"E 104.07 feet; thence N00°52'06"E 76.06 feet; thence N28°37'34"W 152.32 feet; thence N09°52'17"W 82.84 feet; thence N24°03'57"W 46.08 feet; thence N48°36'49"W 48.85 feet; thence N57°17'15"W 93.70 feet; thence S58°37'27"W 72.34 feet; thence S37°58'37"W 97.44 feet to the point of beginning.

Contains: 12.24 composite acres+/-
 26 Lots, 3 Parcels