

When Recorded Return To:  
Holmes Lakeview Estates, LLC  
126 West Sege Lily Dr., Ste 250  
Sandy, Utah 84070

Ent 532926 Bk 1442 Pl 1809-1812  
Date: 31-MAY-2023 9:58:58AM  
Fee: \$96.00 Check Filed By: KM  
MARCY M MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
For: HOLMES HOMES INC

**SUPPLEMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR LAKEVIEW ESTATES**

(Phase 3)

This SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKEVIEW ESTATES ("**Supplemental Declaration**") is executed and adopted by Holmes Lakeview Estates, LLC, a Utah limited liability company ("**Declarant**").

**RECITALS**

A. This Supplemental Declaration shall modify and supplement the "Declaration of Covenants, Conditions and Restrictions for Lakeview Estates" ("**Declaration**") recorded with the Wasatch County Recorder's Office on March 21, 2022 as Entry No. 516851.

B. Holmes Lakeview Estates, LLC is the Declarant as identified and set forth in the Declaration.

C. Holmes Lakeview Estates, LLC is the owner of the real property subject to this Supplemental Declaration as identified on Exhibit A attached hereto. The owner consents to subjecting its property to the Declaration.

D. Under the terms of the Declaration, Declarant reserved the right to annex Additional Land into the Project. Declarant desires to add a portion of the Additional Land as hereinafter provided for.

E. Unless otherwise defined herein, all capitalized terms shall have the meaning defined 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, if any, 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 **LAKEVIEW ESTATES, PHASE 3** subdivision plat, which plat map is recorded with the County.

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 Lakeview Estates Owners Association ("Association") and shall be entitled to all benefits and voting rights of such membership as set forth in the Declaration.

5. Allocation of Assessments. Each Lot or Parcel within the Subject Property shall be apportioned a share of the Common Expenses of the Association and shall be liable for all Assessments levied by the Association as permitted under the Declaration.

6. Maintenance Allocations. The Lots within the Subject Property shall be subject to the general maintenance allocations set forth in the Declaration.

7. Easements. The Lot Owners that are part of the Subject Property hereby grant and convey to the Association a permanent and nonexclusive easement over and across their Lot for the access, maintenance, repair and replacement of the retaining walls that are located on their Lot. Each Owner hereby acknowledges and agrees that a retaining wall may be connected to an adjacent Owner's Lot. Each Owner hereby grants to the adjacent Lot Owner that shares the retaining wall an easement over and upon its Lot for the purpose of maintaining the retaining wall in order to maintain the structural integrity of the overall retaining wall system. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the retaining wall and the performance of the Association and each Owner's obligation to maintain and repair the retaining wall.

8. Conflicts. To the extent that the terms or provisions of this Supplemental Declaration conflict or are inconsistent with the terms and provisions of the Declaration, the terms and provisions of this Supplemental Declaration shall control. The Declarant hereby ratifies the terms of the Declaration, as amended by this Supplemental Declaration, and acknowledges that, except as herein modified, the Declaration shall remain in full force and effect in accordance with its terms.

9. 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.

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

\* \* \* \*

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 17 day of May, 2023.

**DECLARANT  
HOLMES LAKEVIEW ESTATES, LLC**

a Utah limited liability company

By its General Manager Holmes Homes, Inc.

By: [Signature]

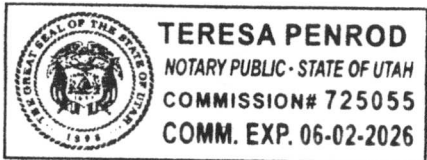
Name: Eric K. Davenport

Title: Secretary

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

On the 17 day of May, 2023, personally appeared before me Eric K. Davenport who by me being duly sworn, did say that she/he is an authorized representative of Holmes Lakeview Estates, LLC, 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/ADDITIONAL LAND**

(Legal Description)

All of **LAKEVIEW ESTATES, PHASE 3** according to the official plat on file in the office of the Wasatch County Recorder.

Including Lots 301 through 334

More particularly described as:

A parcel of land lying and situate in the Northwest Quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Comprising the remaining 11.68 acre portion of Wasatch County Tax Parcel 00-0021-8159 described in that certain Warranty Deed recorded as Entry #467738 of the Wasatch County Records. Basis of Bearing for subject parcel being GEODETIC NORTH as determined by GPS or North 89°36'36" East 5328.77 feet measured between the Northwest and Northeast Corners of said Section 17. Subject parcel being more particularly described as follows:

Commencing at the BLM 1994 aluminum cap monument monumentalizing the North Quarter Corner of said Section 17, Thence South 89°36'52" West 1309.68 feet coincident with the north line of the Northwest Quarter of said Section 17 to a point on the west sixteenth section line; Thence South 00°29'05" West 880.53 feet coincident with said sixteenth section line to a number five rebar and cap stamped "PLS 356548"; Thence North 89°31'55" East 617.04 feet to the True Point of Beginning; Thence North 89°31'55" East 518.45 feet coincident with the south boundary of Deer Waters Phase 2 Subdivision; Thence South 00°08'33" West 877.42 feet; Thence South 89°26'52" West 620.91 feet; Thence the following six (6) courses coincident with the boundary of Lakeview Estates Phase 2, 1) North 25°35'00" West 188.57 feet; 2) South 64°25'00" West 5.00 feet; 3) North 25°35'00" West 195.00 feet; 4) North 64°25'00" East 93.00 feet; 5) North 71°23'03" East 51.38 feet; 6) North 64°25'00" East 90.67 feet to a point on the boundary of Lakeview Estates Phase 1; Thence the following eleven (11) courses coincident with said Phase 1: 1) South 25°35'00" East 26.58 feet; 2) North 64°38'28" East 103.90 feet; 3) North 18°02'55" East 119.39 feet; 4) South 77°08'51" East 22.09 feet; 5) North 10°00'39" West 125.81 feet; 6) South 68°47'25" West 8.57 feet; 7) North 21°12'35" West 70.00 feet; 8) North 68°47'25" East 5.00 feet; 9) North 21°12'35" West 70.00 feet; 10) South 68°47'25" West 5.00 feet; 11) North 21°12'35" West 63.50 feet to the point of beginning.

Contains 508,811 sq. ft. or 11.68 acres and 34 Lots

**Parcel Numbers: Not Yet Assigned**