

When Recorded Return To:

ANTHEM II, LLC
c/o Kirk Young
6150 S Redwood Road, Suite 150
Taylorsville, UT 84123

13947712 B: 11336 P: 8641 Total Pages: 5
05/06/2022 04:11 PM By: dhummel Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

**SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ANTHEM II
(Phases 6-7)**

A Planned Unit Development

This SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ANTHEM II ("**Supplemental Declaration**") is executed and adopted by Anthem II, LLC, a Utah limited liability company ("**Declarant**") and shall be binding on their respective successors and assigns.

RECITALS

A. This Supplemental Declaration shall modify and supplement the "Declaration of Covenants, Conditions and Restrictions for ANTHEM II a Planned Unit Development" ("**Declaration**") recorded with the Salt Lake County Recorder's Office on December 15, 2017 as Entry No. 12680306, as the same may be amended from time to time.

B. Anthem II, LLC is the Declarant as identified and set forth in the Declaration.

C. Under the terms of the Declaration, Declarant reserved the right to expand the Property by the addition of all or a portion of the Additional Land including but not limited to Additional Land described in the Declaration.

D. Toll Southwest LLC, is the owner of the real property identified on "**Exhibit A**" attached hereto.

E. Toll Southwest LLC consents to subject all of the real property identified on Exhibit A attached hereto to this Supplemental Declaration.

F. Declarant desires to add a portion of the Additional Land as hereinafter provided for.

G. 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 following plats which plats shall be recorded in the office of the Salt Lake County Recorder:

- **Big Bend Park Phase 6 Plat**
- **Big Bend Park Phase 7 Plat**

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 Anthem II Homeowners 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. 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.

7. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Salt Lake County Recorder.

* * * *

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the date set forth below.

DATED this 6 day of May, 2022.

DECLARANT
Anthem II, LLC
a Utah limited liability company

By: [Signature]

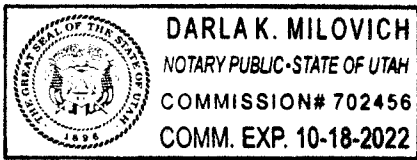
Name: KIRK YOUNG.

Title: MANAGER.

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

On the 6 day of May, 2022, personally appeared before me Kirk Young who by me being duly sworn, did say that she/he is an authorized representative of Anthem II, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



CONSENT TO SUPPLEMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR ANTHEM II (Phases 6-7)

For good and sufficient consideration, Toll Southwest LLC, a Delaware limited liability company, the owner of the land defined herein as the Subject Property, consents to this Supplemental Declaration, as of the date first above listed.

TOLL SOUTHWEST LLC,
a Delaware limited liability company

By: _____

Name: Benjamin Gillen

Its: Vice President

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

The foregoing instrument was acknowledged before me this 4 day of MAY, 2022, by Benjamin Gillen, the Vice President of TOLL SOUTHWEST LLC, a Delaware limited liability company.

Nichole R. Lehmann
Notary Public

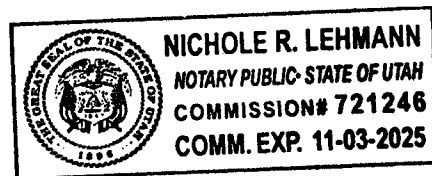


EXHIBIT A
SUBJECT PROPERTY/ADDITIONAL LAND
(Legal Description)

PARCEL 1:

Beginning at a point being North 89°59'00" West 1,460.37 feet along the section line and South 2,268.90 feet from the Northwest corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 73°10'26" East 106.20 feet; thence Southeasterly 86.02 feet along the arc of a 230.00 foot radius curve to the right (center bears South 16°49'34" West and the chord bears South 62°27'36" East 85.52 feet with a central angle of 21°25'40"); thence South 51°44'46" East 70.28 feet; thence Southeasterly 106.73 feet along the arc of a 130.00 foot radius curve to the right (center bears South 38°15'14" West and the chord bears South 28°13'36" East 103.76 feet with a central angle of 47°02'20"); thence South 04°42'26" East 122.45 feet; thence Southeasterly 128.91 feet along the arc of a 220.00 foot radius curve to the left (center bears North 85°17'34" East and the chord bears South 21°29'38" East 127.08 feet with a central angle of 33°34'24"); thence South 23°56'11" West 128.74 feet; thence Southeasterly 84.14 feet along the arc of a 256.50 foot radius curve to the right (center bears South 24°13'12" West and the chord bears South 56°22'56" East 83.77 feet with a central angle of 18°47'43"); thence South 43°00'55" West 63.00 feet; thence Northwesterly 145.38 feet along the arc of a 193.50 foot radius curve to the left (center bears South 43°00'55" West and the chord bears North 68°30'30" West 141.98 feet with a central angle of 43°02'49"); thence South 89°58'07" West 181.10 feet; thence North 00°01'46" East 603.67 feet to the point of beginning. (aka proposed Big Bend Park Phase 6)

PARCEL 2:

Beginning at a point being North 89°59'00" West 1,147.47 feet along the section line and South 2,924.40 feet from the Northwest corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°06'45" West 131.63 feet; thence North 89°53'15" West 36.65 feet; thence South 00°01'53" East 410.82 feet; thence South 89°58'34" West 276.84 feet; thence North 00°01'46" East 594.41 feet; thence North 89°58'07" East 181.10 feet; thence Southeasterly 145.38 feet along the arc of a 193.50 foot radius curve to the right (center bears South 00°01'54" East and the chord bears South 68°30'30" East 141.98 feet with a central angle of 43°02'49") to the point of beginning. (aka proposed Big Bend Park Phase 7)