

STATE OF ALABAMA }

COUNTY OF SHELBY }

SUPPLEMENTARY DECLARATION TO

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR MALLARD LANDING, A RESIDENTIAL SUBDIVISION; PHASE 3 SECTOR 2

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, Mallard Landing Development, L.L.C. (“Developer”) previously filed a Declaration of Protective Covenants for Mallard Landing, A Residential Subdivision, in the Probate Office of Shelby County, Alabama, recorded on October 7, 2019, as Instrument Number 20191007000369270 (the “Original Declaration”), with respect to certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Mallard Landing, A Residential Subdivision (the “Development”), and which is more particularly described in the Plat of Mallard Landing, as recorded in Map Book 51, at Page 64A-64F, in the Probate Office of Shelby County, Alabama; and

WHEREAS, the Original Declaration was later amended by the certain “Amendment to the Declaration of Covenants, Conditions, and Restrictions for Mallard Landing, a Residential Subdivision,” which was recorded at Instrument Number 20220225000080400 in the Probate Office of Shelby County, Alabama (the “Corrective Amendment”) to correct certain scrivener’s errors in the document; and

WHEREAS, Developer is also the owner of that certain additional property to be developed as a part of Mallard Landing Phase 3, Sector 2 (the “Subject Property”) situated in Shelby County, Alabama, which is proposed to be developed as part of the Development, and which is more particularly described in the Map and Survey of Mallard Landing, Phase 3, Sector 2, as recorded in Map Book _____ Page _____, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Developer created the Mallard Landing Residential Association, Inc. (the “Association”) pursuant to the Original Declaration; and

WHEREAS, Developer desires to submit the Subject Property to the Original Declaration, as amended, in accordance with and pursuant to the terms thereof which permits the Developer to evidence the submission of additional property by filing a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama;

NOW THEREFORE, Developer and the Association (collectively the “Declarants”), do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the original covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration, as heretofore amended, in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner and for the maintenance, preservation, and regulation of the Common Areas within the property subject to the Original Declaration and any prior amendments thereto.

ARTICLE I

The Declarants hereby reaffirm and restate the terms and provisions of the Original Declaration, as amended, in their entirety without any change whatsoever, except as follows:

1. The legal description of the property subject to the Original Declaration, as heretofore amended, is hereby further amended to include the Subject Property.

2. It is the intention of Developer to submit the Subject Property as Additional Property pursuant to Section 2.02 of the Original Declaration, as amended, so that the Subject Property will be part of the Property (as defined in the Original Declaration and any prior amendments thereto). The Subject Property shall be subject in all respects to the Original Declaration, as amended. The provisions of this Section 2 of Article I of this Supplementary Declaration shall be applicable to the Subject Property and shall modify the Original Declaration.
3. Developer has subdivided the Subject Property into Lots substantially in accordance with the Master Plan by applying for approval of a subdivision plat with respect to all or part of the Subject Property and by recording the approved subdivision plat in the Probate Office of Shelby County, Alabama, as permitted by Section 2.04 of the Original Declaration. No assessments shall be due on any Lot owned by the Developer in the Subject Property. Assessments on individual Lots within the Subject Property shall commence in accordance with the terms of the Original Declaration, as amended.

ARTICLE II

Declarants hereby declare that the provisions of the Original Declaration as so amended shall run with the land and be binding upon, and shall inure to the benefit of the Property and the Subject Property and all parties having or acquiring any right, title or interest in and to the Property and the Subject Property or any part thereof, and their successors in interest.

ARTICLE III

The Association has joined in the execution of this Supplementary Declaration for the purpose of evidencing its written approval of the submission of the Subject Property to the Original Declaration and any prior amendments thereto, as herein provided and does hereby authorize the filing of this Supplementary Declaration with the Office of the Judge of Probate of Shelby County, Alabama.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the undersigned have caused the Supplementary Declaration to be executed as of the _____ day of _____, 2023.

DECLARANTS:

MALLARD LANDING DEVELOPMENT, L.L.C.

BY: _____

Jason E. Spinks, Authorized Member

MALLARD LANDING RESIDENTIAL
ASSOCIATION, INC.

BY: _____

Jason E. Spinks, President

STATE OF ALABAMA

COUNTY OF SHELBY

I, THE UNDERSIGNED AUTHORITY, A Notary Public in and for said county, hereby certify that Jason E. Spinks whose name as authorized member of MALLARD LANDING DEVELOPMENT, L.L.C. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, on this the _____ day of _____, 2023.

NOTARY PUBLIC; my commission expires _____

STATE OF ALABAMA

COUNTY OF SHELBY

I, THE UNDERSIGNED AUTHORITY, A Notary Public in and for said county, hereby certify that Jason E. Spinks whose name as President of Mallard Landing Residential Association, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, on this the _____ day of _____, 2023.

NOTARY PUBLIC; my commission expires _____