

4-10 WHEN RECORDED, MAIL TO:

4 Independence, LLC
1099 West South Jordan Parkway
South Jordan, UT 84095

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06/05/2015 12:35 PM \$62.00
Book - 10331 Pg - 2828-2831
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
4 INDEPENDENCE LLC
1099 W SOUTH JORDAN PKWY
SOUTH JORDAN UT 84095
BY: TWA, DEPUTY - WI 4 P.

DECLARATION OF INCLUSION

of

INDEPENDENCE AT THE POINT PLAT D-8

LOCATED IN BLUFFDALE CITY, SALT LAKE COUNTY, STATE OF UTAH

within

THE NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE ARBORS AT INDEPENDENCE

DECLARATION OF INCLUSION

This DECLARATION OF INCLUSION is made this 14th day of April, 2015, by 4 Independence, LLC, a Utah limited liability company, referred to herein as "Declarant."

RECITALS

A. Declarant is the owner of the following described real property (the "Plat D-8 Property") located in Salt Lake County, Utah:

All of Independence at the Point Plat "D-8", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

B. The Plat D-8 Property is located in and is a part of the Independence at the Point development project, and accordingly, the Plat D-8 Property is subject to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions Easements and Restrictions for Independence at the Point (the "Master Declaration") recorded October 17, 2012, as Entry No. 11493945 in Book 10067 at Page(s) 3032 et seq., of the Official Records of the Salt Lake County, Utah Recorder.

C. Declarant also previously caused to be recorded the Neighborhood Declaration of Covenants, Conditions and Restrictions of The Arbors at Independence (the "Neighborhood Declaration"), which Neighborhood Declaration was recorded February 4, 2013, as Entry No. 11570136 in Book 10104 at Page(s) 6530 et seq., of the Official Records of the Salt Lake County, Utah Recorder. The Neighborhood Declaration governs the residential project against which the Neighborhood Declaration was recorded (the "Project").

D. Pursuant to Section 3.3 of the Neighborhood Declaration, the Neighborhood Declaration is intended to encumber and govern all of the Project. In addition, pursuant to the provisions of Sections 4.1 through 4.3 of the Neighborhood Declaration, the Project may be expanded to include additional property and homes.

E. Declarant desires to develop the Plat D-8 Property as a Cluster Residential Project, as defined in the Master Declaration, with a total number of single-family homes not to exceed thirty (46) homes.

F. Declarant is now prepared to construct homes on the Plat D-8 Property and to make such Plat D-8 Property part of the Project. Thus, Declarant desires to subject the Plat D-8 Property to the Neighborhood Declaration by recording this Declaration of Inclusion against the Plat D-8 Property.

G. All capitalized terms herein shall have the same meaning as those set forth in the Neighborhood Declaration unless otherwise stated herein.

DECLARATION

Declarant hereby declares that all of the real property, improvements, streets, utilities, residential dwellings (now existing or hereafter constructed or installed) located on or providing access and service to the Plat D-8 Property shall be held, sold, conveyed, encumbered, leased, used, occupied, and approved subject to, and in accordance with, the protective covenants, conditions, restrictions, easements, and equitable servitudes set forth in the Neighborhood Declaration, all of which are created for the benefit of the Owners and the Project as a whole. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Plat D-8 Property and all improvements thereon and uses thereof, all for the mutual protection and benefit of the Owners and the Project as a whole. The covenants, conditions and restrictions set forth in the Neighborhood Declaration are intended to, and shall in all cases, run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Plat D-8 Property, and shall inure to the benefit of all other Units, Lots, and Common Areas and Facilities in the Project. The Plat D-8 Property shall also be subject to, and shall comply with, the Master Covenants, as referenced in the Neighborhood Declaration.

Notwithstanding the foregoing, no provision of this Declaration of Inclusion shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights, in addition to such rights as may be described elsewhere in the Neighborhood Declaration: (1) installation and completion of the Project; (2) use of any Lot or Unit owned by the Declarant as a model home, or for the placement of temporary construction or sales office; (3) installation of maintenance of signs incidental to sales or construction, which are in compliance with applicable city ordinances; (4) assignment of Declarant's rights under this Declaration of Inclusion in whole or in part, to one or more persons intending to construct the Project or a portion thereof; (5) retention of Declarant's rights with respect to subsequent phases of the Project; (6) construction of any improvements by Declarant as approved by the city; (7) access over, under and through any of the Project, for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the Project.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Incorporation of Neighborhood Declaration.** Declarant hereby incorporates the covenants, conditions and restrictions in the Neighborhood Declaration, as if repeated and fully set forth herein.

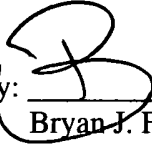
2. **Plat D-8 Property.** Declarant hereby expands the Project to include the Plat D-8 Property. Accordingly, Declarant hereby subjects the Plat D-8 Property, as well as all improvements, streets, utilities, and residential dwellings (now existing or hereafter constructed or installed) on or providing access or service to the Plat D-8 Property, to the rights, obligations, covenants, conditions, easements, and restrictions set forth in the Neighborhood Declaration, and to all terms and provisions of the Master Covenants, as referenced in the Neighborhood Declaration. The Plat D-8 Property shall be developed as a Cluster Residential Project, as defined in the Master Declaration, and with a total number of single-family homes equal to forty-six (46).

Executed on the date stated above.

DECLARANT:

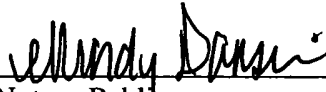
4 INDEPENDENCE, LLC, a Utah limited liability company

By: DAI Partners, LLC, a Utah limited liability company

By:  _____
Bryan J. Flamm, Manager

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

The foregoing instrument was acknowledged before me this 14 day of April, 2015, by Bryan J. Flamm, a Manager of DAI Partners, LLC, a Utah limited liability company, the manager of 4 Independence, LLC, a Utah limited liability company.

 _____
Notary Public

My Commission Expires:

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