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Book - 10240 Pg - 9151-9154  
Gary W. Ott  
Recorder, Salt Lake County, UT  
ADVANCED TITLE SLC  
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, MAIL TO:

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

**CERTIFICATE OF AMENDMENT AND  
NEIGHBORHOOD DECLARATION  
FOR INDEPENDENCE AT THE POINT  
PLAT E-3**

(Expansion of Neighborhood Declaration for Independence at the  
Point Townhomes to Add Plat E-3)

This CERTIFICATE OF AMENDMENT AND NEIGHBORHOOD DECLARATION  
FOR INDEPENDENCE AT THE POINT PLAT E-3 (the "Certificate and Declaration") is made  
this 7 day of MAY 2014, ~~2013~~, 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 E-3  
Property") located in Salt Lake County, Utah:

*All of Independence at the Point Plat "E-3", according to the Official Plat thereof, on  
file in the Salt Lake County Recorder's Office, State of Utah.*

B. The Plat E-3 Property is located in and is a part of the Independence at the Point  
development project, and accordingly, the Plat E-3 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 for Independence at the Point Townhomes (the  
"Townhomes Neighborhood Declaration"), which Townhomes Neighborhood Declaration was  
recorded on July 2, 2013, as Entry No. 11676587, in Book 10155 at Page(s) 7948 et seq., of the  
Official Records of the Salt Lake County, Utah Recorder. The Townhomes Neighborhood  
Declaration governs the residential project against which the Townhomes Neighborhood  
Declaration was recorded (as the same has been and/or may in the future be expanded).  
Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the  
Townhomes Neighborhood Declaration.

D. Pursuant to Section 12.4 of the Townhomes Neighborhood Declaration, Declarant has the right in its sole discretion to expand the Project to include additional phases and Units, and to make such additional property subject to the Townhomes Neighborhood Declaration. Declarant desires pursuant hereto to expand the Project described by the Townhomes Neighborhood Declaration to include the Plat E-3 Property.

E. Declarant desires to develop the Plat E-3 Property as a "Townhomes Residential Use" subdivision, as defined in the Master Declaration, with a total number of townhome units not to exceed thirty-three (33) Units.

F. Declarant and/or Declarant's successors are now prepared to construct Units on the Plat E-3 Property and to make such Plat E-3 Property part of the Project (as the same has been and/or may in the future be expanded). Thus, Declarant desires to subject the Plat E-3 Property to the Townhomes Neighborhood Declaration by recording this Certificate and Declaration against the Plat E-3 Property.

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

#### **DECLARATION**

Declarant hereby declares that all of the real property, improvements, streets, utilities, and residential dwellings (now existing or hereafter constructed or installed) located on or providing access and service to the Plat E-3 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 Townhomes Neighborhood Declaration, all of which are created for the benefit of the Owners and the Project as a whole (as the same has been and/or may in the future be expanded). 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 E-3 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 Townhomes 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 E-3 Property, and shall inure to the benefit of all other Units and Common Areas in the Project. Furthermore, Owners of Units within the Plat E-3 Property shall be Members of the Sub-Association. The Plat E-3 Property shall also be subject to, and shall comply with, the Master Covenants, as referenced in the Townhomes Neighborhood Declaration.

Notwithstanding the foregoing, no provision of this Certificate and Declaration 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 Townhomes Neighborhood Declaration: (1) installation and completion of the Project; (2) use of any Unit or other portion of the Property owned by the Declarant as a model home, or for the placement of temporary construction or sales office(s); (3) installation and/or maintenance of signs incidental to sales or construction, which are in compliance with applicable city ordinances; (4)

assignment of Declarant's rights under this Certificate and Declaration 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 AND AMENDMENTS**

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

2. Plat E-3 Property. Declarant hereby expands the Project (as the same has been and/or may in the future be expanded) to include the Plat E-3 Property. Accordingly, Declarant hereby subjects the Plat E-3 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 E-3 Property, to the rights, obligations, covenants, conditions, easements, and restrictions set forth in the Townhomes Neighborhood Declaration, and to all terms and provisions of the Master Covenants, as referenced in the Townhomes Neighborhood Declaration. Without limiting the generality of the foregoing, the Townhomes Neighborhood Declaration is hereby amended to the extent necessary to reflect the foregoing expansion of the Project and inclusion of the Plat E-3 Property. The Plat E-3 Property shall be developed as a Townhome Residential Use Project, as defined in the Master Declaration, and with a total number of Units equal to thirty-three (33).

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 7<sup>th</sup> day of May, 2013, 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.

Mindy Dansie  
Notary Public

My Commission Expires:

11-19-2016

