

When Recorded Return to:
DAI Partners, LLC
c/o Bryan Flamm
1099 W. South Jordan Pkwy
South Jordan, UT 84095

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02/09/2018 02:17 PM \$70.00
Book - 10645 Pg - 9799-9802
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
4 INDEPENDENCE LLC
BY: NDP, DEPUTY - WI 4 P.

**CERTIFICATE OF AMENDMENT AND
SUPPLEMENT TO THE
AMENDED AND RESTATED NEIGHBORHOOD DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE RIDGE AT INDEPENDENCE
(Annexation of Plat M-2)**

This SUPPLEMENTAL NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RIDGE AT INDEPENDENCE ("**Supplemental Declaration**") is executed and adopted by 4 Independence, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. This Supplemental Declaration shall modify and supplement the "Amended and Restated Neighborhood Declaration of Covenants, Conditions and Restrictions for the Ridge at Independence" ("**Declaration**") recorded with the Salt Lake County Recorder's Office on July 7, 2016 as Entry No. 12316353, in Book 10450; and beginning at Page 1557.

B. 4 Independence, LLC is the Declarant as identified and set forth in the Declaration and is the owner of the real property subject to this Supplemental Declaration as identified on Exhibit A attached hereto.

C. Under the terms of Article XII, Section 12.3 of the Declaration, Declarant reserved the right to expand the Project by adding additional phases and lots to the development.

D. Declarant desires to add a portion of the additional land to the Project as hereinafter provided for.

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 annexes in and submits the following described portion of the additional land (herein referred to as "**Subject Property**") to the Declaration, including, without limitation, the Declaration's terms, conditions,

restrictions, covenants, assessments, and easements:

ALL 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 Subject 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 Subject Property; and (iii) all articles of personal property intended for use in connection with said Subject Property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Subject Property or any portion thereof, including, without limitation, any mortgage or deed of trust, The Declaration (as amended, supplemented and/or restated from time to time); all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Subject Property at such times as construction of all improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete all of the improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) to improve portions of the Subject Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners, as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Supplemental Declaration is filed for record in the Utah County records.

2. Independence at the Point, Plat "M-2". 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 Independence at the Point, Plat "M-2" subdivision map, which Plat Map shall be recorded with the Salt Lake County Recorder.

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. Representations of Declarant. Declarant represents that the annexed real property is part of the additional phases of property described in the Declaration.

5. 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 21st day of November, 2017.

DECLARANT
4 Independence, LLC
a Utah limited liability company

By: **DAI Partners, LLC**
a Utah limited liability company, its Manager

By: _____

Name: Nathan Shipp

Title: Manager

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

On the 21st day of November, 2017, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of DAI Partners, LLC as manager of 4 Independence, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Denise Cassidy
Notary Public

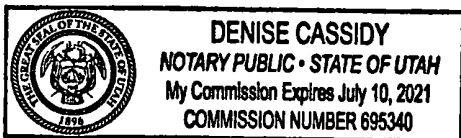


EXHIBIT A
SUBJECT PROPERTY/ADDITIONAL LAND
(Legal Description)

All of Independence at the Point, Plat "M-2", according to the official plat thereof, on file in the office of the Salt Lake County Recorder.

More particularly described as:

A PORTION OF THE NORTHWEST 1/4 & THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°32'53"W ALONG THE SECTION LINE 78.52 FEET AND SOUTH 1935.84 FEET FROM THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING: S89°46'54"W BETWEEN THE NORTHEAST CORNER AND THE NORTH 1/4 CORNER OF SECTION 14, T4S, R1W, SLB&M); THENCE ALONG THE ARC OF A 1060.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N63°04'23"E) TO THE LEFT 9.28 FEET THROUGH A CENTRAL ANGLE OF 0°30'06" (CHORD: S27°10'40"E 9.28 FEET); THENCE S27°25'43"E 15.85 FEET; THENCE S61°27'22"W 89.84 FEET; THENCE S28°32'38"E 105.00 FEET; THENCE S61°27'22"W 90.00 FEET; THENCE S75°02'09"W 143.72 FEET; THENCE S66°07'18"W 98.26 FEET; THENCE S0°32'59"E 107.35 FEET; THENCE S9°32'15"W 85.90 FEET; THENCE S76°31'25"E 87.69 FEET; THENCE S68°21'48"E 118.97 FEET; THENCE S3°38'39"W 57.52 FEET; THENCE S9°02'42"E 38.27 FEET; THENCE S35°15'11"E 40.72 FEET; THENCE S46°49'20"W 78.97 FEET; THENCE S54°13'54"W 49.41 FEET; THENCE S48°56'31"W 79.97 FEET; THENCE N64°10'06"W 204.43 FEET; THENCE N70°44'45"W 73.12 FEET; THENCE N60°16'01"W 60.00 FEET; THENCE ALONG THE ARC OF A 770.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N60°16'01"W) TO THE LEFT 28.16 FEET THROUGH A CENTRAL ANGLE OF 2°05'42" (CHORD: N28°41'07"E 28.15 FEET); THENCE N72°56'56"W 151.55 FEET TO A POINT 33.00 FEET EAST FROM THE CENTERLINE OF THE EAST JORDAN CANAL; THENCE ALONG A LINE 33.00 FEET PARALLEL TO SAID CANAL CENTERLINE THE FOLLOWING SEVEN (7) COURSES; ALONG THE ARC OF A 268.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N47°17'15"W) TO THE LEFT 45.87 FEET THROUGH A CENTRAL ANGLE OF 9°48'26" (CHORD: N37°48'32"E 45.82 FEET); THENCE ALONG THE ARC OF A 426.52 FOOT RADIUS CURVE TO THE LEFT 216.46 FEET THROUGH A CENTRAL ANGLE OF 29°04'39" (CHORD: N18°22'00"E 214.14 FEET); THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE LEFT 79.49 FEET THROUGH A CENTRAL ANGLE OF 15°32'40" (CHORD: N3°56'40"W 79.25 FEET); THENCE N11°43'00"W 126.28 FEET; THENCE N4°56'30"W 146.30 FEET; THENCE N19°20'47"W 78.65 FEET; THENCE ALONG THE ARC OF A 458.00 FOOT RADIUS CURVE TO THE LEFT 18.37 FEET THROUGH A CENTRAL ANGLE OF 2°17'55" (CHORD: N20°29'45"W 18.37 FEET); THENCE N71°09'07"E 124.80 FEET; THENCE N69°17'22"E 60.03 FEET; THENCE N71°09'07"E 90.00 FEET; THENCE S18°50'53"E 311.61 FEET; THENCE N76°43'49"E 95.65 FEET; THENCE N75°34'20"E 110.15 FEET; THENCE N65°05'57"E 145.18 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±8.03 ACRES