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RASHELLE HOBBS
Recorder, Salt Lake County, UT
JENKINS BAGLEY PLLC
BY: eCASH, DEPUTY - EF 7 P.

Recorded at the request of:
The Arbors at Independence
Owners Association, Inc.

After recording mail to:
Jenkins Bagley Sperry, PLLC
Attn: Quinn A. Sperry
10757 S. River Front Pkwy, Suite 110
South Jordan, UT 84095

Record against the property
described in Exhibit A

**THIRD AMENDMENT TO NEIGHBORHOOD DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE ARBORS AT INDEPENDENCE
(a Residential Community)**

This THIRD AMENDMENT TO NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE ARBORS AT INDEPENDENCE (a Residential Community) (this “**Third Amendment**”) is adopted by The Arbors at Independence Owners Association, Inc. (the “**Association**”).

RECITALS

1. The Association is the neighborhood homeowners association for the Arbors at Independence residential community (the “**Project**”) within the Independence at the Point Master Planned Community located in Bluffdale City, Salt Lake County, Utah.
2. On February 4, 2013, the Independence at the Point Subdivision, Plat “D-3” for the Project was recorded with the Salt Lake County Recorder as Entry No. 11570135 (the “**D-3 Plat**”).
3. On February 4, 2013, the “Neighborhood Declaration of Covenants, Conditions, and Restrictions of The Arbors at Independence (a Residential Community)” was recorded with the Salt Lake County Recorder as Entry No. 11570136 (“**Declaration**”).
4. On May 30, 2013, the “First Amendment to Neighborhood Declaration of Covenants, Conditions and Restriction of The Arbors at Independence (a Residential Community)” was recorded with the Salt Lake County Recorder as Entry No. 11652306 (“**First Amendment**”).
5. The First Amendment deleted Section 7.3 of the Declaration in its entirety and replaced it with the following language:

7.3 The Owner(s) of the Lot(s) shall be responsible for maintaining the Maintenance Areas on their respective Lot(s), including, without limitation, performing or causing to be performed all landscaping services necessary to keep the Maintenance Areas in a state of good condition and attractive appearance.

6. On June 11, 2013, the “Second Amendment to Neighborhood Declaration of Covenants, Conditions and Restriction of The Arbors at Independence (a Residential Community)” was recorded with the Salt Lake County Recorder as Entry No. 11660696 (“**Second Amendment**”).

7. The Second Amendment deleted Section 7.3 of the Declaration (as amended by the First Amendment) in its entirety and replaced it with the following language:

7.3 The Owner(s) of the Lot(s) shall be responsible for maintaining the Maintenance Areas on their respective Lot(s), including, without limitation, performing or causing to be performed all landscaping services necessary to keep the Maintenance Areas in a state of good condition and attractive appearance. In addition, the Owner(s) of Lot(s) that back up to, or are adjacent to, Common Area landscaping strips or park strips shall be responsible for maintaining such areas in a state of good condition and attractive appearance even though such areas are not included within the legal boundaries of their Lot(s).

8. On October 22, 2013, the Independence at the Point Subdivision, Plat “D-4” for the Project was recorded with the Salt Lake County Recorder as Entry No. 11745639 (the “**D-4 Plat**”).

9. On October 22, 2013, a “Declaration of Inclusion of Independence at the Point Plat D-4 Located in Bluffdale City, Salt Lake County, State of Utah within the Neighborhood Declaration of Covenants, Conditions, and Restrictions of The Arbors at Independence” was recorded with the Salt Lake County Recorder as Entry No. 11745641, which annexed the real properties identified on the D-4 Plat into the Project and subjected them to the terms of the Declaration, as previously amended.

10. On February 4, 2014, the Independence at the Point Subdivision, Plat “D-6” for the Project was recorded with the Salt Lake County Recorder as Entry No. 11799733 (the “**D-6 Plat**”).

11. On February 4, 2014, a “Declaration of Inclusion of Independence at the Point Plat D-6 Located in Bluffdale City, Salt Lake County, State of Utah within the Neighborhood Declaration of Covenants, Conditions, and Restrictions of The Arbors at Independence” was recorded with the Salt Lake County Recorder as Entry No. 11801668, which annexed the real properties identified on the D-6 Plat into the Project and subjected them to the terms of the Declaration, as previously amended and supplemented.

12. On June 24, 2014, the Independence at the Point Subdivision, Plat “D-7” for the Project was recorded with the Salt Lake County Recorder as Entry No. 11870889 (the “**D-7 Plat**”).

13. On June 26, 2014, a “Declaration of Inclusion of Independence at the Point Plat D-7 Located in Bluffdale City, Salt Lake County, State of Utah within the Neighborhood Declaration of Covenants, Conditions, and Restrictions of The Arbors at Independence” was recorded with the Salt Lake County Recorder as Entry No. 11872161, which annexed the real properties identified on the D-7 Plat into the Project and subjected them to the terms of the Declaration, as previously amended and supplemented.

14. On June 5, 2015, the Independence at the Point Subdivision, Plat “D-8” for the Project was recorded with the Salt Lake County Recorder as Entry No. 12065110 (the “**D-8 Plat**”).

15. On June 5, 2015, a “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” was recorded with the Salt Lake County Recorder as Entry No. 12065112, which annexed the real properties identified on the D-8 Plat into the Project and subjected them to the terms of the Declaration, as previously amended and supplemented.

16. On December 5, 2017, the “Amendment to the Bylaws of The Arbors at Independence Owners Association, Inc.” was recorded with the Salt Lake County Recorder as Entry No. 12672911, which amended the Association’s Bylaws attached as an Exhibit to the Declaration on February 4, 2013.

17. Through this Third Amendment, upon being approved by the requisite number of votes, or consents, as set forth in Section 15.1 of the Declaration, the Association further amends the Declaration. This Third Amendment shall take effect upon the date it is recorded in the records of the Salt Lake County Recorder.

18. Unless otherwise set forth herein, the capitalized terms have their same meanings and definitions as stated in the Declaration, as previously amended and supplemented.

19. This Third Amendment contains covenants, conditions, and restrictions which shall run with the land and shall be binding upon, burden, and benefit all persons or entities having or acquiring any right, title, or interest to the land or any part thereof located within the Project.

20. This Third Amendment affects the real properties within the D-3 Plat, D-4 Plat, D-6 Plat, D-7 Plat, and D-8 Plat of the Project located in Salt Lake County, State of Utah, described with more particularity on **Exhibit A** attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby adopts this Third Amendment.

AMENDMENT

(1) **AMENDMENT**: Section 9.12 of the Declaration is deleted in its entirety and replaced it with the following language:

9.12. No Owner shall, without the prior written consent of the Board, install concrete, pavers, or similar materials on the Lot to expand the size of the Lot’s driveway. The Lot’s driveway may be expanded to the Lot’s property line on the garage side of the Unit only. Notwithstanding the foregoing, with prior written consent of the Board, an Owner may install a one square (or rectangular) section of concrete, pavers, or similar materials to connect the driveway with the walkway to the Unit’s front door.

9.12.1. Only regularly used and operable passenger vehicles or

operable motorcycles are permitted to be parked on a driveway and parking pad. Unless and until the Board adopts a different definition for the terms “regularly used” and “operable” in the Rules, the following shall apply:

9.12.1.1. The term “regularly used” shall mean a motor vehicle which is used, or driven, at least once during a consecutive ten (10) day period.

9.12.1.2. The term “operable” shall mean any motor vehicle which is licensed, registered, and able to be operated in a normal manner under its own power.

9.12.2 The grass or lawn area from the walkway to Lot boundary on the non-garage side of the Unit shall not be altered.

9.12.3. The park strips adjacent to Allegiance Drive, Redcoat Road, and Heritage Crest Way, shall not be altered. There are no exceptions or variances to this requirement.

9.12.4. Any alteration or improvement to the Lot proposed by the Owner and subject to this Section 9.12, must also comply with the provisions of the Master Covenants, as amended, and the Owner must obtain prior approval from the Master Association before making such alterations or improvements to the Lot.

- (2) **Incorporation and Supplementation of Declaration:** This document is supplemental to the Declaration, as previously amended and supplemented, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.
- (3) **Conflicts:** All remaining provisions of the Declaration, as previously supplemented and amended, remain in full force and effect. In the case of any conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Third Amendment shall govern and control.

[INENTIONALLY BLANK]

IN WITNESS THEREOF, the President of the Association hereby certifies that this Third Amendment was approved by the requisite vote, or consent, of Owners pursuant to Section 15.1 of the Declaration.

**THE ARBORS AT INDEPENDENCE
OWNERS ASSOCIATION, INC.**

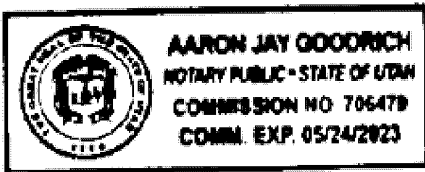


By: Jonathan F. Peterson

Its: President

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

On the 15th day of October 2021, before me personally appeared JONATHAN F. PETERSON, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of The Arbors at Independence Owners Association, Inc. ("Association"), a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of it's the Association's governing documents, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.





Notary Public

Exhibit A

(Legal Description)

All of Independence at the Point, Plat "D-3", according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 11570135. Lots 301 - 318

Parcel ID Nos.:

33142510010000	33142510020000	33142510030000
33142510040000	33142510050000	33142510060000
33142510070000	33142510080000	33142510090000
33142510100000	33142510110000	33142510120000
33142510130000	33142510140000	33142510150000
33142510160000	33142510170000	33142510180000
33142510200000	33142510210000	33142510470000
33142510480000	33142510490000	

All of Independence at the Point, Plat "D-4", according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 11745639. Lots 401 - 412

Parcel ID Nos.:

33142040010000	33142040020000	33142040030000
33142040040000	33142040050000	33142040060000
33142040070000	33142040080000	33142040090000
33142040100000	33142040110000	33142040120000

All of Independence at the Point, Plat "D-6", according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 11799733. Lots 413 - 424

Parcel ID Nos.:

33142040150000	33142040160000	33142040170000
33142040180000	33142040190000	33142040200000
33142040210000	33142040220000	33142040230000
33142040240000	33142040250000	33142040260000

All of Independence at the Point, Plat "D-7", according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 11870889. Lots 425 - 454

Parcel ID Nos.:

33142510240000	33142510250000	33142510260000
33142510270000	33142510280000	33142510290000
33142510300000	33142510310000	33142510320000
33142510330000	33142510340000	33142510350000
33142510360000	33142510370000	33142510380000
33142510390000	33142510400000	33142510410000

3314251042000	3314251043000	3314251044000
3314255001000	3314255002000	3314255003000
3314255004000	3314255005000	3314255006000
3314255007000	3314255008000	3314255009000
3314255010000	3314255011000	3314255012000
3314255013000	3314255014000	3314255015000

All of Independence at the Point, Plat "D-8", according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 12065110. Lots 455 - 500

Parcel ID Nos.:

3314204027000	3314204028000	3314204029000
3314204030000	3314204031000	3314204032000
3314204033000	3314204034000	3314204035000
3314204036000	3314204037000	3314204038000
3314204039000	3314204040000	3314204041000
3314204042000	3314204043000	3314204044000
3314204045000	3314204046000	3314204047000
3314204048000	3314204049000	3314204050000
3314204051000	3314204052000	3314204053000
3314204054000	3314204055000	3314256001000
3314256002000	3314256003000	3314256004000
3314256005000	3314256006000	3314256007000
3314256008000	3314256009000	3314256010000
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3314256014000	3314256015000	3314256016000
3314256017000	3314256018000	3314256019000
3314256020000	3314256021000	3314256022000
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3314256026000		