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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
4 INDEPENDENCE LLC
1099 W SOUTH JORDAN PKWY
SOUTH JORDAN UT 84095
BY: TWA, DEPUTY - MI 6 P.

W-40 When Recorded, Please Mail to:

4 Independence, LLC
c/o Bryan J. Flamm
1099 West South Jordan Parkway
South Jordan, UT 84095

SUPPLEMENTAL DECLARATION FOR INDEPENDENCE AT THE POINT

(Confirming Expansion of Master Declaration to Include
Property Comprising All of Plat D-8)

THIS SUPPLEMENTAL DECLARATION FOR INDEPENDENCE AT THE POINT (this "*Supplemental Declaration*") is made and executed effective as of the 14 day of April, 2015, by 4 Independence, LLC, a Utah limited liability company, with an address of 1099 West South Jordan Parkway, South Jordan, Utah 84095 ("*Declarant*").

RECITALS

A. Declarant previously recorded that certain Declaration of Covenants, Conditions Easements and Restrictions for Independence at the Point (the "*Master Declaration*") on 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. The Master Declaration subjects the Independence at the Point development project to certain covenants, conditions and restrictions. Capitalized terms not otherwise defined in this Supplemental Declaration shall have the meaning ascribed to such terms in the Master Declaration.

B. Article XVI of the Master Declaration grants Declarant the right to expand Independence at the Point at any time and from time to time by adding to Independence at the Point the Additional Land (as defined in the Master Declaration), or a portion or portions thereof, by recording a Supplemental Declaration containing the information required under Section 16.3 of the Master Declaration.

C. The Master Declaration was recorded against a portion of the property comprising Plat D-8. Declarant subsequently acquired the balance of the real property that comprises Plat D-8 and therefore, pursuant hereto, Declarant desires to confirm that all of Plat D-8 is included in the Master Declaration.

DECLARATION

1. Annexation of Plat D-8. Declarant for itself, its successors, and assigns, hereby confirms that all of the real property, residential dwellings, utilities, streets and other improvements (now existing or hereafter constructed or installed) located on or providing any access and service to Plat D-8 be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Master Declaration, and that the provisions of the Master Declaration and this Supplemental Declaration shall run with the land and be binding upon all persons who hereafter become the Owner of any Lot, Parcel and/or other interest in Plat D-8. Furthermore, Owners of Lots or Parcels within Plat D-8 shall be Members of the Master Association.

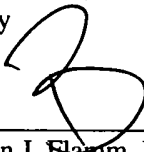
2. Incorporation; Amendment. Declarant hereby incorporates by reference the covenants, conditions and restrictions in the Master Declaration, as if repeated and fully set forth herein. Furthermore, Declarant hereby amends the Master Declaration to the extent necessary to reflect the expansion of Independence at the Point to include Plat D-8.

3. Severability. Any determination by any court of competent jurisdiction that any provision of this Supplemental Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration effective as of the 14 day of April, 2015.

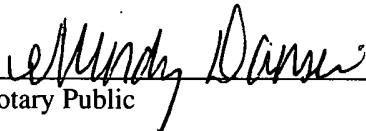
4 INDEPENDENCE, LLC, a Utah limited liability company

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:

1320237



EXHIBIT A

(Legal Description of the Property)

The following real property located in the City of Bluffdale, Salt Lake County, State of Utah:

INDEPENDENCE AT THE POINT, PLAT D-8

All of Independence at the Point Phase 1, Plat "D-8", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

WHEN RECORDED, MAIL TO:

Independence at the Point Master Owners Association, Inc.
c/o Bryan J. Flamm
1099 West South Jordan Parkway
South Jordan, UT 84095

SUPPLEMENTAL NOTICE OF REINVESTMENT FEE COVENANT

*Independence at the Point
(All of Plat D-8)*

Bluffdale City, Salt Lake County, State of Utah

Pursuant to Utah Code Ann. §57-1-46(6), this supplemental notice is hereby provided to confirm that each Unit that is part of the development project completed (or to be completed) upon the real property situated in Bluffdale City, Salt Lake County, State of Utah, which is more fully described in Exhibit A hereto (the "**Project**"), and which is subject to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Independence at the Point recorded with the Salt Lake County Recorder's Office on October 17, 2012, as Entry No. 11493945 (the "**Master Declaration**"), and that certain Neighborhood Declaration of Covenants, Conditions and Restrictions of The Arbors at Independence, recorded with the Salt Lake County Recorder's Office on February 4, 2013, as Entry No. 11570136 in Book 10104 at Page(s) 6530 et seq. (the "**Neighborhood Declaration**"), is subject to a reinvestment fee covenant requiring payment to the Association (defined below) of an amount to be established by the board of directors of the Association (the "**Board**") from time to time, provided that in no event shall the reinvestment fee exceed the lesser of (a) \$1,000 total (as adjusted from time to time in the Board's reasonable judgment for inflation), (b) 0.5% of the value of the applicable Lot or Parcel, or (c) the maximum rate permitted by applicable law.

In connection with the Master Declaration, a Notice of Reinvestment Fee Covenant was previously recorded with the Salt Lake County Recorder's Office on February 7, 2013, as Entry No. 11572462. The undersigned hereby provides this supplemental notice with respect to the Project to confirm that all of the Project is subject to such Notice. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Declaration.

1. The "**Association**" means Independence at the Point Master Owners Association, Inc., and the fee under the reinvestment fee covenant shall be paid to the Association and delivered to:

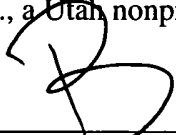
Independence at the Point Master Owners Association, Inc.
1099 West South Jordan Parkway
South Jordan, UT 84095

2. The reinvestment fee covenant, which is described in Section 7.9 of the Master Declaration, is intended to run with the land and to bind all successors in interest and assigns.
3. The existence of the reinvestment fee covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property.
4. The reinvestment fee covenant shall remain in full force and effect for so long as the Declaration encumbers the Project.
5. The purpose of the fee required to be paid under the reinvestment fee covenant is to provide the Association with funds sufficient to maintain, repair, and otherwise preserve the Community Areas of the Project.
6. The fee required to be paid to the Association under the reinvestment fee covenant is required to be used by the Association to benefit the burdened property, including, without limitation, to maintain, repair, and otherwise preserve the Community Areas of the Project for the benefit of all of the Lots and Parcels encumbered by the Declaration.

WHEREFORE, this Supplemental Notice of Reinvestment Fee Covenant is executed by the undersigned authorized representative of the Association.

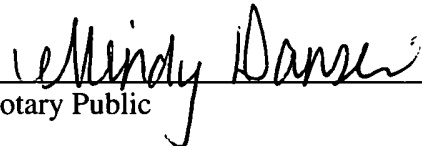
ASSOCIATION:

INDEPENDENCE AT THE POINT
 MASTER OWNERS ASSOCIATION,
 INC., a Utah nonprofit corporation

By: 
 Bryan J. Flamm, President

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

The foregoing instrument was acknowledged before me this 14th day of April, 2015, by Bryan J. Flamm, President of Independence at the Point Master Owners Association, Inc., a Utah nonprofit corporation.


 Notary Public

My Commission Expires:

1320232v1



EXHIBIT "A"

(Legal Description of the property)

The following real property located in the City of Bluffdale, Salt Lake County, State of Utah:

INDEPENDENCE AT THE POINT, PLAT D-8

All of Independence at the Point Phase 1, Plat "D-8", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.