

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

12071192  
6/15/2015 3:49:00 PM \$60.00  
Book - 10334 Pg - 1197-1199  
Gary W. Ott  
Recorder, Salt Lake County, UT  
ADVANCED TITLE SLC  
BY: eCASH, DEPUTY - EF 3 P.

**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.

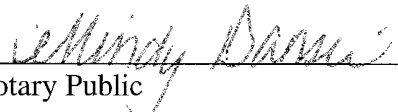
**ASSOCIATION:**

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

By   
 Bryan J. Flamm, President

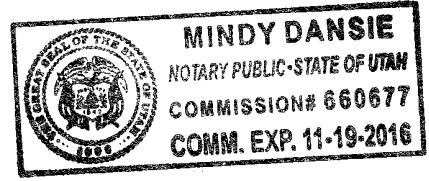
STATE OF UTAH                    )  
   : ss.  
 COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> 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: 11-19-2016

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**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.