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Book - 10675 Pg - 4930-4948  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
PROVO LAND TITLE COMPANY  
BY: eCASH, DEPUTY - EF 19 P.

**WHEN RECORDED RETURN TO:**

TP Development, Inc.  
6465 South 3000 East, Suite 104  
Holladay, Utah 84141  
Attention: Gregg Haerr

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR INDEPENDENCE VILLAGE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE VILLAGE (this "*First Amendment*") is made as of the 17<sup>th</sup> day of April, 2018 (the "*Amendment Date*"), by TP DEVELOPMENT, INC., a Nevada corporation (the "*Declarant*") and is acknowledged by EDGE HOMES UTAL LLC, a Utah limited liability company (the "*Contractor*").

A. Declarant is the Declarant under the Declaration of Protective Covenants for Independence Village, recorded in the Office of the Salt Lake County Recorder on June 27, 2017 in Book 10571 at Page 5952-6003 (the "*Declaration*") affecting the real property described in attached Schedule A. All capitalized terms used herein and not otherwise defined shall have the meanings which are set forth in the Declaration.

B. Declarant desires to amend the Declaration as set forth below.

NOW, THEREFORE, pursuant to the authority granted them in the Declaration, Declarant hereby declares and states as follows:

1. Section 5.3 of the Declaration is hereby amended and restated in its entirety to read as follows:

"Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of residents of the Project, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas and the Storm Drain System, establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents."

2. Section 5.7 of the Declaration is hereby amended to include the following provision immediate after clause (f): "and (g) costs associated with the maintenance, repair, or replacement of the Drainage Easement Area, and/or the Storm Drain System caused by the abuse, neglect, or negligent or intentional acts of an Owner or his/her Occupants."
3. The first sentence of Section 7.1 of the Declaration is hereby amended to include the following provision at the end of the sentence: "except as otherwise provided for in this Declaration with respect to the Storm Drain System."

4. Section 8.2 (1) of the Declaration is hereby amended to read as follows:

“The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or an “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in Common Areas or the Drainage Easement Area or otherwise permanently part of or affixed to Common Areas or the Drainage Easement Area.”

5. The following language is hereby added after ARTICLE VXI. MISCELLANEOUS:

#### ARTICLE XVII. STORM DRAIN EASEMENT

17.1. Drainage Easement Areas and Storm Drain Systems. The Project contains a drainage easement area, as depicted on attached Exhibit D and described on attached Exhibit E (the “*Drainage Easement Area*”), which affects the Lots within the Project depicted on attached Exhibit D (the “*Drainage Easement Area Lots*”). The Drainage Easement Area does or will contain infrastructure designed to collect and divert excess runoff and storm water that may occur in the Project from time to time. Such infrastructure may include storm drain pipelines, catch basins, and/or other related improvements (collectively, the “*Storm Drain System*”).

17.2. Easement. The Association shall have a right and easement over, across, above, and under the Drainage Easement Area for the maintenance, repair, and replacement of the Storm Drain System.

17.3. Temporary Construction Easement.

- (a) Each Owner of a Drainage Easement Lot (each, a “*Drainage Easement Lot Owner*”) grants to Declarant a temporary, non-exclusive construction easement (“*Temporary Easement*”) over, across, under, and through that portion of such Owner’s Lot located within ten (10) feet on either side of the Drainage Easement Area (the “*Temporary Easement Area*”) for use by Contractor, or its Permittees (as defined below) for purposes of clearing, excavating, building, and constructing the Storm Drain System (“*Storm Drain System Installation*”). The term “*Permittees*” means any contractors, agents, successors, or assigns of Contractor, or any governmental authorities, homeowner’s associations, or metropolitan or similar districts, and utility companies.
- (b) Contractor agrees to construct, or to cause others to construct, the Storm Drain System. Following the completion of the Storm Drain System Installation, Contractor shall restore the Temporary Easement Area and any other property disturbed by, or as a result of, Contractor’s or Permittee’s use of the Temporary Easement Area, to as near its original condition as reasonably practicable.
- (c) The term of the Temporary Easement shall commence upon the recording date of this First Amendment and shall expire twelve (12) months from the completion of the Storm Drain System Installation.

17.4. Building Restrictions.

- (a) The Drainage Easement Lot Owners shall not construct any sheds, concrete pads, or other permanent or semi-permanent structures within, upon or below the Drainage Easement Area.

- (b) Notwithstanding the above, the Drainage Easement Lot Owners may install fencing within the Drainage Easement Area so long as such improvements do not unreasonably interfere with the Storm Drain System and the Board has reviewed and approved plans for any proposed fencing in order to confirm same. Any such fencing constructed in the Drainage Easement Area is subject to removal by the Association in order to maintain, repair, and/or replace all or part of the Storm Drain System. Following such removal, the Association shall restore the fencing to as near its original condition as reasonably practicable.

17.5. Title to Improvements. Upon completion of the Storm Drain System Installation, title to the Storm Drain System shall automatically transfer to the Association.

17.6. Maintenance Duties.

- (a) The Association shall maintain the Storm Drain System in good condition and repair. Each Drainage Easement Lot Owner shall maintain the portion of the Drainage Easement Area located on such Owner's Lot as required by and in accordance with the provisions of Section 7.3 of this Declaration.
- (b) Each Drainage Easement Lot Owner benefitted and served by the Storm Drain System shall routinely clean and clear all drain connections into the Storm Drain System, including such Drainage Easement Lot Owner's yard drain and roof drain connections, if any. Each Drainage Easement Lot Owner shall take precautions to prevent debris from entering their Storm Drain System.

17.7. Costs of Repair and Replacement. The costs to repair or replace all or part of the Storm Drain System shall be borne by the Association. Notwithstanding the foregoing, if the need for repair or replacement of the Storm Drain System results from a Drainage Easement Lot Owner's abuse, neglect, failure to maintain, or negligent or intentional acts, then the cost of repair or replacement shall be borne exclusively by the responsible Drainage Easement Lot Owner.

17.8. Enforcement. The restrictions, covenants, and obligations in this Section 17 are for the benefit of the Project and each Drainage Easement Lot Owner and they shall inure to and pass with each and every Drainage Easement Area Lot and shall run with the land and shall apply to and bind the respective successors in interest of Declarant. Each Drainage Easement Lot Owner by acceptance of a deed in the Project, whether or not it shall be so expressed in such deed, is deemed to have accepted all such restrictions, covenants, and obligations.

## ARTICLE II – CONFIRMATION

Except as specifically amended hereby, the Declaration shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, Declarant has executed this First Amendment on the day and year first above written.

**DECLARANT**

TP DEVELOPMENT, INC., a Utah corporation,  
(successor by conversion to TP DEVELOPMENT, INC., a Nevada corporation)

By: \_\_\_\_\_  
Name: Gregory Vaden  
Its: PRESIDENT

STATE OF UTAH )  
  :SS.  
COUNTY OF Utah )

On this 11 day of May, 2018, the foregoing instrument was acknowledged before me by Gregory Vaden, president of TP Development, Inc., a Utah corporation.

Shelley King  
Notary Public



**BUILDER CONSENT**

The undersigned is a Builder within the Independence Village Planned Unit Development project and has read the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE VILLAGE (the "*First Amendment*") effective the date first listed above and hereby consents to the adoption of same.

**BUILDER**

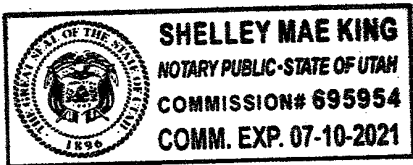
Edge Homes Utah LLC,  
a Utah limited liability company

By: Steve Maddox  
Name: Steve Maddox  
Its: Manager

STATE OF UTAH                            )  
  :ss.  
COUNTY OF Utah                    )

On this 30 day of April, 2018, the foregoing instrument was acknowledged before me by Steve Maddox, Manager of Edge Homes Utah LLC, a Utah limited liability company.

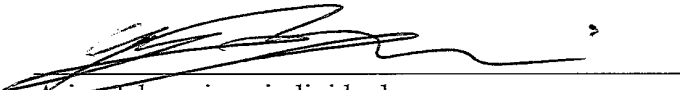
Shelley King  
Notary Public



**DRAINAGE EASEMENT LOT OWNER CONSENT**

Each of the undersigned is a Lot Owner within the Independence Village Planned Unit Development project and each of the undersigned has read the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE VILLAGE (the "*First Amendment*") effective the date first listed above, understands the provisions of said First Amendment, and hereby agrees to be bound by all the terms and conditions set forth therein.

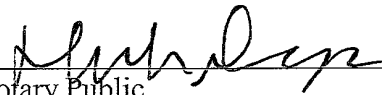
**OWNER**

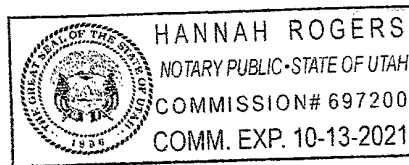


Arjan Jahromi, an individual  
Owner of Lot 185, Independence Village Phase 1 Subdivision

STATE OF UTAH                    )  
  :SS.  
COUNTY OF UTAH                    )

On this 6 day of ~~March~~<sup>May</sup>, 2018, the foregoing instrument was acknowledged before me by Arjan Jahromi, an individual.

  
\_\_\_\_\_  
Notary Public



OWNER

*Prabhakaran Subramanian*

Prabhakaran Subramanian, an individual  
Owner of Lot: 175, Independence Village Phase 1 Subdivision

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Utah                    )

On this 14 day of May, 2018, the foregoing instrument was acknowledged before me by Prabhakaran Subramanian, an individual.

*Shelley King*  
Notary Public

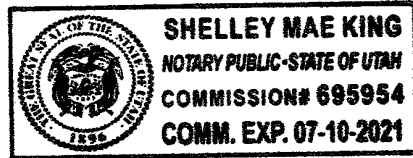


OWNER

Andrea Burdette  
Andrea Burdette, an individual  
Joint Tenant Owner of Lot: 178, Independence Village Phase 1 Subdivision

Alec Burdette  
Alec Burdette, an individual  
Joint Tenant Owner of Lot: 178, Independence Village Phase 1 Subdivision

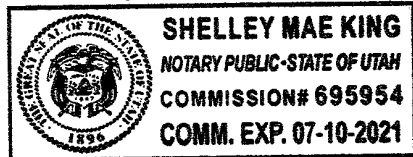
STATE OF UTAH )  
 )  
COUNTY OF Utah ) :ss.



On this 18 day of April, 2018, the foregoing instrument was acknowledged before me by Andrea Burdette, an individual.

Shelley King  
Notary Public

STATE OF UTAH )  
 )  
COUNTY OF Utah ) :ss.



On this 18 day of April, 2018, the foregoing instrument was acknowledged before me by Alec Burdette, an individual.

Shelley King  
Notary Public



OWNER

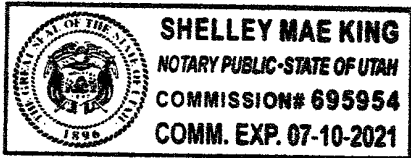
*Kylee Bee*

Kylee Bee, an individual  
Owner of Lot: 172, Independence Village Phase 1 Subdivision

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Utah            )

On this 18 day of April, 2018, the foregoing instrument was acknowledged before me by Kylee Bee, an individual.

*Shelley King*  
\_\_\_\_\_  
Notary Public



OWNER

*Allie M. Hirschi*

\_\_\_\_\_  
Allie M. Hirschi, an individual  
Owner of Lot: 170, Independence Village Phase 1 Subdivision

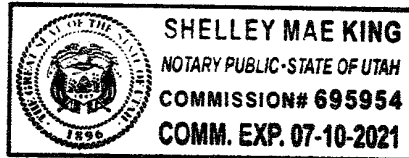
*Daniel Theurer*

\_\_\_\_\_  
Daniel Theurer, an individual  
Owner of Lot: 170, Independence Village Phase 1 Subdivision

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Utah            )

On this 20 day of April, 2018, the foregoing instrument was acknowledged before me by Allie M. Hirschi, an individual.

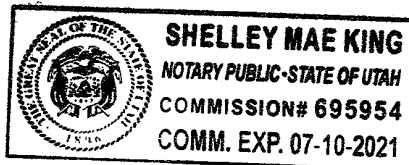
*Shelley King*  
\_\_\_\_\_  
Notary Public



STATE OF UTAH                    )  
  :SS.  
COUNTY OF Utah            )

On this 20 day of April, 2018, the foregoing instrument was acknowledged before me by Daniel Theurer, an individual.

*Shelley King*  
\_\_\_\_\_  
Notary Public



OWNER

*Eric N. Himle*

Eric N. Himle, an individual  
Owner of Lot: 173, Independence Village Phase 1 Subdivision

*Elisa D. Himle*

Elisa D. Himle, an individual  
Owner of Lot: 173, Independence Village Phase 1 Subdivision

*Kathleen W. Himle*

Kathleen W. Himle, an individual  
Owner of Lot: 173, Independence Village Phase 1 Subdivision

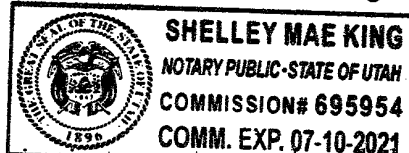
STATE OF UTAH )  
 ) :ss.  
COUNTY OF Utah )



On this 18 day of April, 2018, the foregoing instrument was acknowledged before me by Eric N. Himle, an individual.

*Shelley King*  
Notary Public

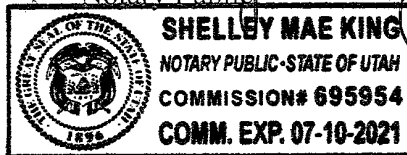
STATE OF UTAH )  
 ) :ss.  
COUNTY OF Utah )



On this 16 day of April, 2018, the foregoing instrument was acknowledged before me by Elisa D. Himle, an individual.

*Shelley King*  
Notary Public

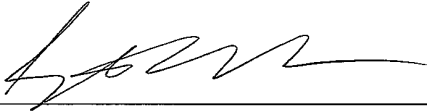
STATE OF UTAH )  
 ) :ss.  
COUNTY OF Utah )



On this 23 day of April, 2018, the foregoing instrument was acknowledged before me by Kathleen W. Himle, an individual.

*Shelley King*  
Notary Public

**OWNER**

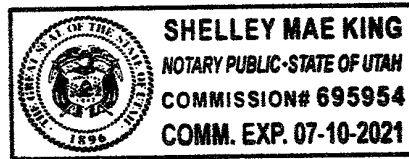


\_\_\_\_\_  
Scott Merrill, an individual  
Owner of Lot: 174, Independence Village Phase 1 Subdivision

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Utah            )

On this 1 day of ~~April~~ <sup>May</sup>, 2018, the foregoing instrument was acknowledged before me by Scott Merrill, an individual.

  
\_\_\_\_\_  
Notary Public



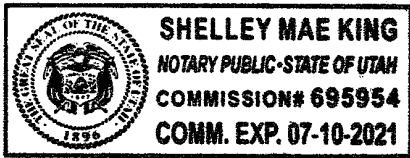
OWNER

\_\_\_\_\_  
Jonathon Zinn, an individual  
Owner of Lot: 182, Independence Village Phase 1 Subdivision

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Utah            )

On this 18 day of April, 2018, the foregoing instrument was acknowledged before me by Jonathon Zinn, an individual.

Shelley King  
Notary Public



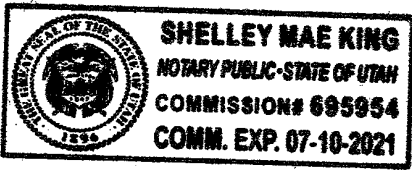
OWNER

Joseph Liddle  
Joseph Liddle, an individual  
Owner of Lot: 184, Independence Village Phase 1 Subdivision

Anneliese Messer  
Anneliese Messer, an individual  
Owner of Lot: 184, Independence Village Phase 1 Subdivision

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

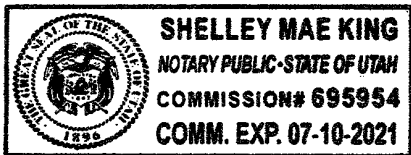
On this 19 day of April, 2018, the foregoing instrument was acknowledged before me by Joseph Liddle, an individual.



Shelley King  
Notary Public

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

On this 20 day of April, 2018, the foregoing instrument was acknowledged before me by Anneliese Messer, an individual.



Shelley King  
Notary Public

OWNER

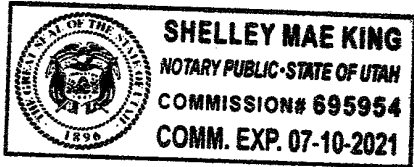
*Brendon Elwood*

Brendon Elwood, an individual  
Owner of Lot: 203, Independence Village Phase 2 Subdivision

STATE OF UTAH            )  
  :SS.  
COUNTY OF Utah        )

On this 18 day of April, 2018, the foregoing instrument was acknowledged before me by  
Brendon Elwood, an individual.

*Shelley King*  
\_\_\_\_\_  
Notary Public



OWNER

*[Handwritten signature of Stuart Reynolds]*

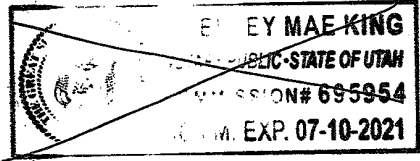
Stuart Reynolds, an individual  
Owner of Lot: 205, Independence Village Phase 2 Subdivision

*[Handwritten signature of Jessica Reynolds]*

Jessica Reynolds, an individual  
Owner of Lot: 205, Independence Village Phase 2 Subdivision

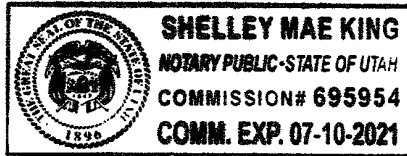
STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

On this 21 day of April, 2018, the foregoing instrument was acknowledged before me by Stuart Reynolds, an individual.

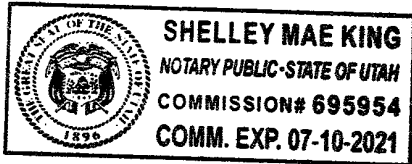


*[Handwritten signature of Shelley Mae King]*  
Notary Public

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )



On this 16 day of April, 2018, the foregoing instrument was acknowledged before me by Jessica Reynolds, an individual.



*[Handwritten signature of Shelley Mae King]*  
Notary Public



**Schedule "A"**

**Declaration affects the following real property**

**Independence Village Subdivision Phase 1**

Beginning at a point being North 89°40'00" East 2583.87 feet along the section line and North 189.33 feet from the Southwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°48'25" East 222.19 feet; thence North 89°42'53" East 150.77 feet; thence North 00°48'37" East 20.16 feet; thence North 89°44'42" East 529.90 feet; thence North 00°48'37" East 94.06 feet; thence North 11°04'12" West 55.00 feet; thence Southwesterly 32.56 feet along the arc of a 172.50 foot radius curve to the right (center bears North 11°04'12" West and the chord bears South 84°20'15" West 32.51 feet with a central angle of 10°48'54"); thence South 89°44'42" West 30.97 feet; thence North 22°55'24" West 368.89 feet; thence North 52°37'02" West 76.72 feet; thence North 89°59'59" West 305.16 feet; thence South 00°00'01" West 2.06 feet; thence North 89°11'23" West 90.81 feet; thence North 00°48'25" East 302.31 feet; thence South 81°35'36" East 196.75 feet; thence South 88°04'58" East 118.63 feet; thence North 86°34'01" East 56.38 feet; thence North 86°51'51" East 116.34 feet; thence North 89°08'50" East 92.45 feet; thence South 22°43'37" East 975.37 feet; thence South 27°22'06" East 61.79 feet; thence South 22°43'37" East 105.20 feet; thence South 89°44'07" West 1039.15 feet to the point of beginning.

Contains 12.562 Acres and 88 Lots.

**Independence Village Subdivision Phase 2**

Beginning at a point being North 89°40'00" East 2,587.00 feet along the section line and North 411.48 feet from the Southwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°48'25" East 165.03 feet; thence North 89°41'09" East 223.89 feet; thence North 00°48'37" East 221.20 feet; thence North 89°11'23" West 61.74 feet; thence Northwesterly 92.72 feet along the arc of a 70.00 foot radius curve to the right (center bears North 00°48'37" East and the chord bears North 51°14'38" West 86.09 feet with a central angle of 75°53'30"); thence North 89°11'23" West 94.24 feet; thence North 00°48'25" East 110.00 feet; thence South 89°11'23" East 90.81 feet; thence North 00°00'01" East 2.06 feet; thence South 89°59'59" East 305.16 feet; thence South 52°37'02" East 76.72 feet; thence South 22°55'24" East 368.89 feet; thence North 89°44'42" East 30.97 feet; thence Northeasterly 32.56 feet along the arc of a 172.50 foot radius curve to the left (center bears North 00°15'11" West and the chord bears North 84°20'15" East 32.51 feet with a central angle of 10°48'54"); thence South 11°04'12" East 55.00 feet; thence South 00°48'37" West 94.06 feet; thence South 89°44'42" West 529.90 feet; thence South 00°48'37" West 20.16 feet; thence South 89°42'53" West 150.77 feet to the point of beginning.

Contains 246,832 Square Feet or 5.666 Acres and 39 Lots.

**Independence Village Subdivision Phase 3**

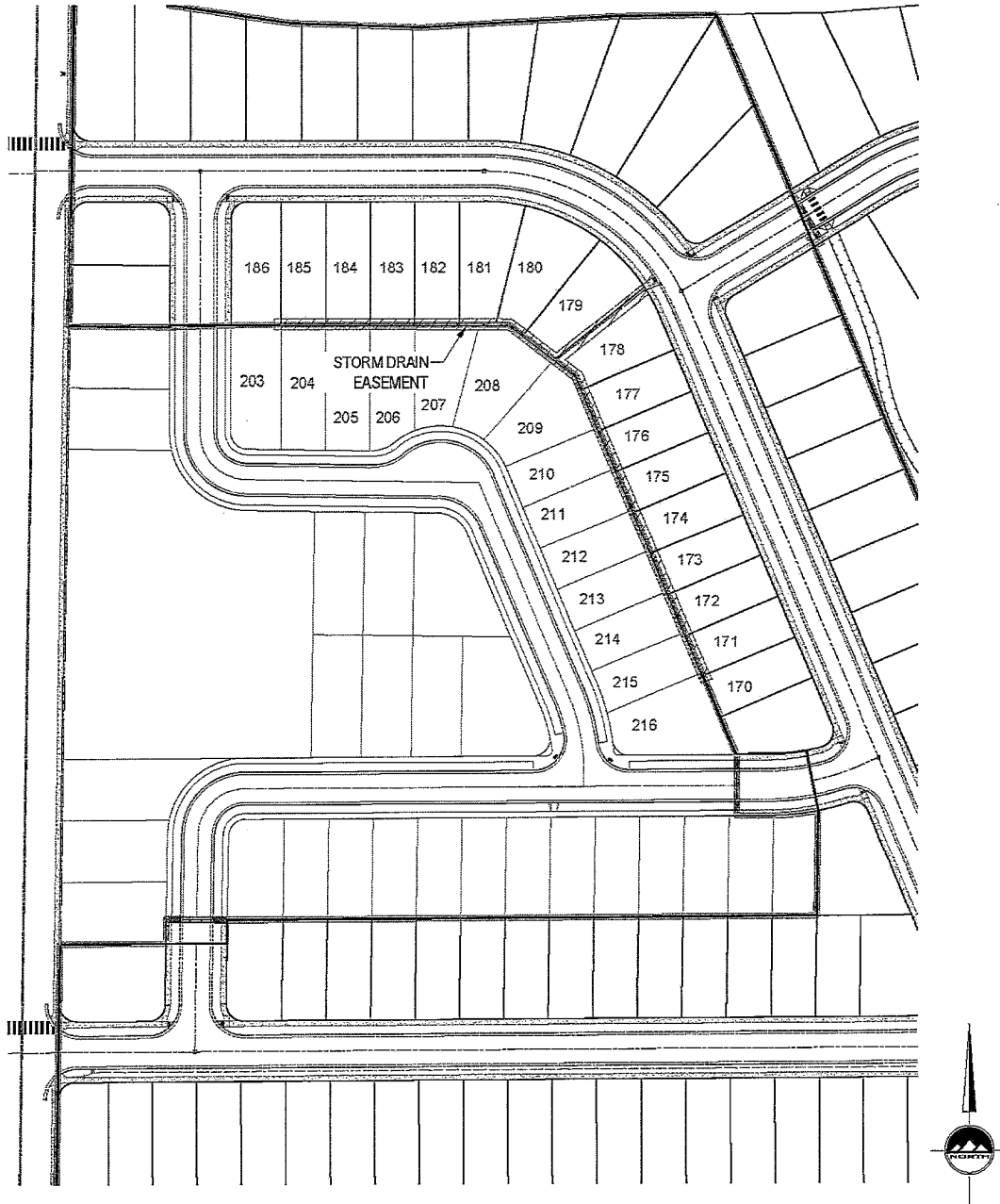
Beginning at a point being North 89°40'00" East 3,623.03 feet along the section line and North 188.08 feet from the Southwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 22°43'37" West 105.20 feet; thence North 27°22'06" West 61.79 feet; thence North 22°43'37" West 975.37 feet; thence North 89°08'50" East 96.45 feet; thence North 85°34'35" East 119.61 feet; thence North 89°51'56" East 90.25 feet; thence South 85°09'25" East 96.67 feet; thence North 89°08'11" East 67.65 feet; thence North 82°19'26" East 198.21 feet; thence North 88°45'36" East 57.58 feet; thence South 00°28'06" West 1,081.79 feet; thence South 89°44'07" West 269.19 feet to the point of beginning.


Contains 531,747 Square Feet or 12.207 Acres, 54 Lots, and 1 Common Area Parcel.

Excepting therefrom the following parcel, which shall be known as the Storm Drainage Detention Pond Parcel: Beginning at a point being North 89°40'00" East 3794.10 feet along the section line and north 1,114.32 feet from the Southwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence Northwesterly 42.45 feet along the arc of a 70.00 foot radius curve to the Left (center bears South 58°39'02" West and the chord bears North 48°43'28" West 41.81 feet with a central angle of 34°44'59"); thence North 00°28'07" East 115.96 feet; thence North 82°10'36" East 80.63 feet; thence North 88°45'36" East 57.58 feet; thence South 00°28'01" West 146.08 feet; thence North 89°31'53" West 88.71 feet; thence South 58°39'02" West 20.00 feet to the point of beginning.

Contains 19,315 Square Feet or 0.443 Acres.

**Exhibit "D"**  
**Depiction of Drainage Easement Area**



PROJECT # 5719D DATE 1/4/18  <b>1 OF 1</b> FILE: SD\phase 1 cover.dwg	<b>INDEPENDENCE VILLAGE</b> <b>PHASE 1</b> 14774 SOUTH NOELL NELSON DRIVE BLUFFDALE, UTAH <b>STORM DRAIN EASEMENT</b>	FOR:	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 <a href="http://www.ensignng.com">www.ensignng.com</a>	
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**Exhibit "E"**  
**Description of Drainage Easement Area**

That certain real property located on portions of the Independence Village Phase I Subdivision, recorded on June 26, 2017, as Entry No. 12562753 in Book 2017P at Page 156, and Independence Village Phase II Subdivision, recorded on September 13, 2017 as Entry No. 12615443 in Book 2017P at Page 250, more particularly described below:

Beginning at a point being North 89°40'00" East 3,164.57 feet along the section line and North 639.61 feet from the Southwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 22°58'06" West 296.80 feet;  
thence North 52°33'09" West 73.92 feet;  
thence North 89°51'21" West 210.24 feet;  
thence North 00°08'39" East 10.00 feet;  
thence South 89°51'21" East 213.62 feet;  
thence South 52°33'09" East 50.63 feet;  
thence North 51°47'41" East 97.11 feet;  
thence North 68°57'34" East 1.44 feet;  
thence Southeasterly 10.20 feet along the arc of a 172.50 foot radius curve to the right (center bears South 55°53'55" West and the chord bears South 32°24'26" East 10.20 feet with a central angle of 03°23'18");  
thence South 68°57'34" West 1.94 feet;  
thence South 51°47'41" West 93.04 feet;  
thence South 52°33'09" East 18.99 feet;  
thence South 22°58'06" East 299.44 feet;  
thence South 67°01'54" West 10.00 feet to the point of beginning.

Contains approximately 6,838 Square Feet or 0.157 Acres

Tax Parcel Numbers:

33114530010000, 33114530020000, 33114530030000, 33114530040000, 33114530050000,  
33114530060000, 33114530070000, 33114530080000, 33114530090000, 33114530100000,  
33114530110000, 33114530120000, 33114530130000, 33114530140000, 33114530150000,  
33114530160000, 33114530170000, 33114530190000, 33114530200000, 33114530210000,  
33114530220000, 33114530230000, 33114530240000, 33114530250000, 33114530260000,  
33114530270000, 33114530280000, 33114530290000, 33114530300000, 33114530310000,  
33114530320000