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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BLUFFDALE CITY  
14175 S REDWOOD RD  
BLUFFDALE UT 84065  
BY: CDC, DEPUTY - WI 12 P.

When Recorded, Please Mail to:

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

**NEIGHBORHOOD DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR INDEPENDENCE AT THE POINT  
PLAT G-2**

THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDEPENDENCE AT THE POINT PLAT G-2 (this "Declaration") is made and executed this 1st day of February, 2013, 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 is the owner of all of that certain real property located in Bluffdale City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "Property"). Declarant is developing the Property as a planned unit development to be known as "Independence at the Point Plat G-2" (the "Project"). The Project consists of twenty-three (23) single-family Lots.

B. The Project is located in and is a part of the Independence at the Point development project, and accordingly, the Project is also subject to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions Easements and Restrictions for Independence at the Point (the "Master Declaration") recorded 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.

C. Pursuant to Section 4.1 of the Master Declaration, this Declaration is intended as a "Neighborhood Declaration" and relates specifically and only to the Project.

**DECLARATION**

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Project is not a cooperative.

## **ARTICLE I**

### **DEFINITIONS**

The following words, phrases, or terms used in this Declaration shall have the following meanings:

(a) "Development Agreement" shall mean that certain Development Agreement for Independence at the Point (Amended & Restated) dated November 27, 2012, entered into between Declarant and the City of Bluffdale, as may be amended from time to time in accordance with the terms thereof.

(b) "IDRC" shall mean and refer to the Independence Design Review Committee, established pursuant to the Development Agreement.

(c) "Declarant" shall mean and refer to 4 Independence, LLC, a Utah limited liability company and/or any successor to said company which, either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Project as did its predecessor.

(d) "Lot" shall mean any of the twenty-three (23) detached, single-family home building pads, separately numbered and individually described on the Plat and intended for private use and ownership, and any such additional building pads platted in future phases of the Project, if any.

(e) "Master Association" means the Association established pursuant to the Master Declaration.

(f) "Master Declaration" has the meaning given to that term in Recital B above. In the event of any conflict between the Master Declaration and this Declaration, the terms of the Master Declaration shall control.

(g) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

(h) "Master Declarant" means 4 Independence, LLC, a Utah limited liability company.

(i) "Master Project" means the Independence at the Point development project, which Master Project is subject to the Master Declaration, as the same may be expanded from time to time by the Master Declarant.

(j) "Plat" shall mean the collective reference to the duly approved and recorded plat previously filed in the office of the Salt Lake County Recorder for the Project, and all future plats for future phases of the Project, if any, which may be added to the Project at Declarant's discretion as provided in Section 8.3 below.

(k) "Project" shall mean (i) Independence at the Point Plat G-2 and (ii) all future plats for future phases of Independence at the Point Plat G-2, if any, which may be added to the Project at Declarant's discretion as provided in Section 8.3 below, as shown on the Plat and governed by this Declaration.

(l) "Project Plan" means that certain Project Plan attached as an exhibit to the Development Agreement, which consists of, among other things, Design Guidelines relating to the Master Project.

(m) "Property" shall mean and refer to that certain real property located in Bluffdale City, Salt Lake County, State of Utah, and more particularly described on Exhibit A hereof, together with any other real property added to the Project pursuant to Section 8.3.

## ARTICLE II

### LAND USE CLASSIFICATION AND DENSITIES

2.1 Land Use Classification. This Project shall be developed as a "Single Family Residential Use" subdivision, as defined in the Master Declaration.

2.2 Density of Project. The Project shall be developed into single-family residential lots, in a total number of Lots not to exceed twenty-three (23).

## ARTICLE III

### MASTER ASSOCIATION

3.1 Master Association. As further set forth in the Master Declaration, every Owner shall be a member of the Master Association. Membership in the Master Association is mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Parcel to the new Owner thereof. All of the rights, responsibilities, duties, and obligations of the Owners with respect to their membership in the Master Association are set forth in the Master Declaration.

## ARTICLE IV

### ASSESSMENTS

The Owners shall be required to pay such assessments as may be required by the Master Association pursuant to the terms of the Master Declaration, including but not limited to an Annual Assessment, Special Assessment, and/or Maintenance Charge imposed by the Master Association.

## ARTICLE V

### MAINTENANCE

In the event any portion of any Lot, except Lots owned by Declarant, is so maintained or used by an Owner as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto; or in the event any portion of a Lot, except Lots owned by Declarant, is being used in a manner which violates this Declaration; or in the event any Member, except Declarant, is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the IDRC, the Master Association may take corrective action with respect to the foregoing as further set forth in the Master Declaration. As further set forth in the Master Declaration, the Master Association shall have the right to assess "Maintenance Charges" (as defined in the Master Declaration) with respect to any such corrective action taken by the Master Association.

## ARTICLE VI

### DESIGN REVIEW

6.1 Purpose. As further set forth in the Master Declaration, in order to create, maintain and improve the Master Project as a pleasant and desirable environment, to establish and preserve a consistent and harmonious design for the Master Project community and to protect and promote the value of the Master Project, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development within the Project shall be subject to design review and approval by the IDRC.

6.2 Design Guidelines. As further set forth in the Master Declaration, the Project and all residences constructed thereon shall be subject to the Design Guidelines set forth in the Project Plan of the Development Agreement, including without limitation, the single-family home design review and approval process as set forth therein.

## ARTICLE VII

### COVENANTS, CONDITIONS AND RESTRICTIONS

7.1 Land Use and Building Type. No Lot shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling, not to exceed the height limitation for the applicable zone of Bluffdale City as specified at the time of recordation of the Plat. Unless otherwise approved by the IDRC, each dwelling must have at least a two-car and no more than a three-car garage, and carports may not be built. All such dwellings shall meet the minimum size requirements of Bluffdale City (if any) as specified at the time of the recordation of the Plat. Height shall be

measured as per Bluffdale City Ordinance. The side yard for each building shall meet the minimum requirements of the Independence at the Point Project Plan.

7.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and designs shall be limited to those approved by the IDRC. In the event of any reconstruction of an improvement or a house on a Lot due to a casualty, the design, quality, and appearance of the reconstructed home shall be substantially the same as the structure initially built, unless otherwise approved by the IDRC. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, have been approved in writing by the IDRC. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the IDRC. Once approved by the IDRC, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the IDRC. Subsequent to receiving approval of the IDRC and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Bluffdale City.

No construction, reconstruction or modification of a home or landscaping may commence without approval by the IDRC of the working drawings including, but not limited to, the following:

- (a) Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property line and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements.
- (c) Detailed elevations, indicating all materials and colors and showing existing and finished grades.
- (d) Detailed sections, cross and longitudinal.
- (e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

7.3 Construction Quality, Size and Cost. The IDRC will base its approval of construction plans, specifications, landscaping plans, and other alterations upon compliance with the Design Guidelines and other provisions found within the Project Plan.

7.4 Construction Time. The IDRC shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed

twelve (12) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

7.5 Building Location. No building shall be located on any Lot nearer than the minimum building set-back, side street and side lot lines required by the Project Plan; provided, however, that customary storage sheds may be permitted upon approval of the IDRC.

7.6 Landscaping. Any trees, lawns, shrubs, or other planting on any Lot shall be properly nurtured and maintained by the Owner of such Lot.

Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas are subject to approval by the IDRC. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control within the Project. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Master Association.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation. Installation of sod and sprinklers for the front yard of each Lot within the Project shall be completed prior to the receipt of a certificate of occupancy from Bluffdale City, weather permitting. In the event that weather does not permit, the cost of sod and sprinklers for the front yard shall be bonded as and to the extent required by Bluffdale City ordinance, and such sod and sprinklers shall be completed as soon as reasonably practicable thereafter.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the IDRC.

Landscaping of the individual Lots shall be installed and maintained by each individual Owner. Landscaping may include a combination of lawns, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand.

7.7 Accessory Structures. Patio structures, trellises, sunshades, gazebos, awnings, window treatments, blinds, flag poles, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the IDRC in its discretion.

7.8 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited without the prior written approval of the IDRC. Exposed metal flues, vents, ventilator, or other

metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. Satellite TV dishes will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. All power lines and similar type cables shall be buried underground. No short-wave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the IDRC.

7.9 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved by the IDRC or the Master Association. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the IDRC or the Master Association, which may require screening of the storage areas.

The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operations of any kind shall be permitted upon any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Master Association, in its sole discretion, shall have the right to determine the existence of any nuisance.

7.10 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 7.2 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

7.11 Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the IDRC.

7.12 Building Material Storage. Excluding with respect to the initial construction of residences within the Project, no building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

7.13 Reservation of Access, Maintenance, and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, and maintenance of the respective Lots by the Owners or agents authorized to conduct maintenance on behalf of the Owner, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to Bluffdale City and Salt Lake County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and those claiming by, through or under the Owners; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

7.14 Solar Equipment. Solar panels (if any) are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the IDRC.

7.15 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the IDRC and shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar area ramps, which structures shall be prohibited.

7.16 Fences and Walls. Unless otherwise approved by the IDRC, fencing and walls shall be masonry, stone, tan vinyl, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any areas designated by Bluffdale City as non-buildable.

7.17 Parking and Storage. No major mechanical work or repairs are to be conducted in streets or front yards. No inoperative vehicle shall be placed or remain on any Lot adjacent to a street for more than forty-eight (48) hours. No commercial-type vehicles shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an area reasonably screened from street view as approved by the IDRC. Sufficient side yard gate access should be planned and provided for in the design



of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.

7.18 Additional Easements.

(a) Easements for Encroachments. If any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

(b) Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of residences on Lots, and (b) construction, installation and maintenance on lands within, adjacent to, or serving the Property other facilities, planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty-five (25) years after the date on which this Declaration was first filed for record in the Office of the County Recorder of Salt Lake County, Utah.

7.19 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Lots, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant and/or other persons engaged in the construction of residences within the Project so long as the location of such model homes and the opening and closing hours are approved by the IDRC, and the construction, operation and maintenance of such model homes otherwise complies with all of the provisions of this Declaration. The IDRC may also permit Lots and other areas to be used for parking in connection with the showing of model homes so long as such parking and parking areas are in compliance with the ordinances of Bluffdale City and any rules of the IDRC. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner thereof is not actively engaged in the construction and sale of residences within the Project, and no home shall be used as a model home for the sale of homes not located within the Master Project.

## ARTICLE VIII

### AMENDMENTS

8.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect

for a term of thirty (30) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the Owners of Lots casting sixty-seven percent (67%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The Declaration may be terminated at any time if at least ninety-five percent (95%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. Upon termination, the covenants herein contained shall have no further force and effect.

8.2 Amendments. This Declaration may be amended by recording in the office of the Salt Lake County Recorder a "Certificate of Amendment," duly signed and acknowledged by Owners representing sixty-seven percent (67%) of Owners subject to this Declaration. Anything in this Article IX or Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration (a) to such extent and with such language as may be requested by Federal National Mortgage Association, HUD, or similar agencies or entities and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lots or any portions thereof, and (b) for any other purpose, for so long as (i) Declarant owns at least one (1) Lot within the Project, and (ii) such amendment does not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

8.3 Expansion of Project. Declarant shall have the right in its sole discretion upon recording a Certificate of Amendment signed by Declarant to expand the Project to include additional phases and Lots, and/or to add to the development known as Independence at the Point Plat G-2, all of which additional property shall, upon recording such Certificate of Amendment, be subject to this Declaration.

## ARTICLE IX

### MISCELLANEOUS

9.1 Interpretation of the Covenants. Except for judicial construction, the Master Association, by its Board of Trustees, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Master Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

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


9.3 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and drainage easements.

9.4 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this \_\_\_ day of February, 2013.

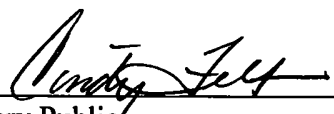
4 INDEPENDENCE, LLC, a Utah limited liability company

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

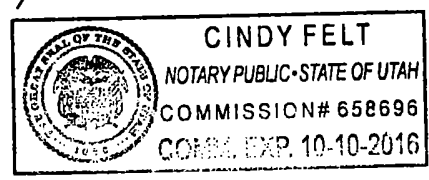
By:   
Bryan J. Flamm, Manager

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2013, 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: 10-10-16



**EXHIBIT A**

**(Legal Description of the Property)**

All of Independence at the Point Plat "G-2", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.