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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
4 INDEPENDENCE
1099 W SOUTH JORDAN PKWY
SOUTH JORDAN UT 84095
BY: SSP, DEPUTY - WI 8 P.

WHEN RECORDED, MAIL TO:

4 Independence, LLC
1099 West South Jordan Parkway
South Jordan, UT 84095

**CERTIFICATE OF AMENDMENT AND
NEIGHBORHOOD DECLARATION
FOR INDEPENDENCE AT THE POINT
PLAT I-1
(LOTS 219 THROUGH 235 AND PRIVATE ALLEYS)**

**(Expansion of Neighborhood Declaration for Independence
at the Point Plat D-2 to Add Portion of Plat I-1)**

This CERTIFICATE OF AMENDMENT AND NEIGHBORHOOD DECLARATION FOR INDEPENDENCE AT THE POINT PLAT I-1 (LOTS 219 THROUGH 235 AND PRIVATE ALLEYS) (the "Certificate and Declaration") is made this ___ day of March, 2014, by D.R. Horton, Inc., a Delaware corporation, referred to herein as "Horton," and by 4 Independence, LLC, a Utah limited liability company, referred to herein as "Declarant."

RECITALS

A. Horton is the owner of the following described real property (the "Plat I-1 Property") located in Salt Lake County, Utah:

Lots 219 through 235, Independence at the Point Plat "I-1," and all areas identified as "Private Alley" on Independence at the Point Plat "I-1," according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

B. The Plat I-1 Property is located in and is a part of the Independence at the Point development project, and accordingly, the Plat I-1 Property is 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, which Declarant executed and caused to be recorded.

C. Declarant also previously caused to be recorded the Neighborhood Declaration of Covenants, Conditions and Restrictions for Independence at the Point Plat D-2 (the "Neighborhood Declaration"), which Neighborhood Declaration was recorded on February 4, 2013, as Entry No. 11570134 in Book 10104 at Page(s) 6499 et seq., of the Official Records of the Salt Lake County, Utah Recorder. The Neighborhood Declaration governs the residential project against which the Neighborhood Declaration was recorded. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Neighborhood Declaration.

D. Pursuant to Section 11.3 of the Neighborhood Declaration, Declarant has the right in its sole discretion to expand the Project to include additional phases and Lots, and to make such additional property subject to the Neighborhood Declaration. Declarant desires pursuant hereto to expand the Project described by the Neighborhood Declaration to include the Plat I-1 Property.

E. Horton, having purchased and acquired from Declarant the Plat I-1 Property, and Declarant desire that the Plat I-1 Property be developed as a "Single Family Residential Use" subdivision, as defined in the Master Declaration, with a total number of single-family homes not to exceed seventeen (17) homes.

F. Horton is now prepared to construct homes on the Plat I-1 Property. Consequently, Horton and Declarant desire to make the Plat I-1 Property part of the Project. Thus, Declarant and Horton desire to subject the Plat I-1 Property to the Neighborhood Declaration by recording this Certificate and Declaration against the Plat I-1 Property.

G. All capitalized terms herein shall have the same meaning as those set forth in the Neighborhood Declaration unless otherwise stated herein.

DECLARATION

Declarant and Horton hereby declare that all of the real property, improvements, streets, utilities, residential dwellings (now existing or hereafter constructed or installed) located on or providing access and service to the Plat I-1 Property shall be held, sold, conveyed, encumbered, leased, used, occupied, and approved subject to, and in accordance with, the protective covenants, conditions, restrictions, easements, and equitable servitudes set forth in the Neighborhood Declaration, all of which are created for the benefit of the Owners and the Project as a whole. It is the intention of the Declarant and Horton in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Plat I-1 Property and all improvements thereon and uses thereof, all for the mutual protection and benefit of the Owners and the Project as a whole. The covenants, conditions and restrictions set forth in the Neighborhood Declaration are intended to, and shall in all cases, run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Plat I-1 Property, and shall inure to the benefit of all other Lots and Common Areas in the Project. Furthermore, Owners of Lots of the Plat I-1 Property shall be Members of the Sub-Association. The Plat I-1 Property shall also be subject to, and shall comply with, the Master Covenants, as referenced in the Neighborhood Declaration.

Notwithstanding the foregoing, no provision of this Certificate and Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights, in addition to such rights as may be described elsewhere in the Neighborhood Declaration: (1) installation and completion of the Project; (2) use of any Lot or Unit owned by the Declarant as a model home, or for the placement of temporary construction or sales office; (3) installation of maintenance of signs incidental to sales or construction, which are in compliance with applicable city ordinances; (4) assignment of Declarant's rights under this Certificate and Declaration in whole or in part, to one or more persons intending to construct the Project or a portion thereof; (5) retention of Declarant's rights with respect to subsequent phases

of the Project; (6) construction of any improvements by Declarant as approved by the city; (7) access over, under and through any of the Project, for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the Project.

COVENANTS AND AMENDMENTS

1. Incorporation of Neighborhood Declaration. Declarant and Horton hereby incorporate the covenants, conditions and restrictions in the Neighborhood Declaration, as if repeated and fully set forth herein.

2. Plat I-1 Property. Declarant and Horton hereby expand the Project to include the Plat I-1 Property. Accordingly, Declarant and Horton hereby subject the Plat I-1 Property, as well as all improvements, streets, utilities, and residential dwellings (now existing or hereafter constructed or installed) on or providing access or service to the Plat I-1 Property, to the rights, obligations, covenants, conditions, easements, and restrictions set forth in the Neighborhood Declaration, and to all terms and provisions of the Master Covenants, as referenced in the Neighborhood Declaration. Without limiting the generality of the foregoing, the Neighborhood Declaration is hereby amended to the extent necessary to reflect the foregoing expansion of the Project and inclusion of the Plat I-1 Property. The Plat I-1 Property shall be developed as a Single Family Residential Use Project, as defined in the Master Declaration, and with a total number of single-family homes equal to seventeen (17).

3. Access Easement Areas. Declarant and Horton hereby declare that all the Lots within the Plat I-1 Property shall be subject to the following terms pertaining to Access Easement Areas.

3.1 Definition. “Access Easement Area” means that portion of a Lot over which the Owner of an adjoining Lot has an easement for access to maintain the Dwelling Unit on the adjoining Lot as provided herein. The Access Easement Areas are depicted on **Exhibit “A,”** attached hereto.

3.2 Terms.

(a) Grant and Reservation of Easements. Declarant and Horton hereby reserve from each Lot on which an Access Easement Area is located and grant to each Owner of the Lot adjoining the Access Easement Area (the “Benefitted Owner”) a non-exclusive easement on, over, upon and across that portion of the Lot on which the applicable Access Easement Area is located for access for the following purposes: (i) maintaining the exterior of the Benefitted Owner’s Dwelling Unit, and repairing, repainting and replacing such Dwelling Unit; (ii) maintaining any roof overhangs, eaves, exterior finishes or architectural features that may extend or encroach into the adjoining Lot; (iii) drainage from the roof of the Benefitted Owner’s Dwelling Unit; and (iv) maintaining footings or any fencing or structures situated on the boundary between the Benefitted Owner’s Lot and the Lot on which the Access Easement is located.

(b) Terms of Access. Any right of access by the Benefitted Owner into the Access Easement Area shall be exercised in a reasonable manner and in a manner that does not violate any of the ordinances of Bluffdale City, including without limitation the ordinances governing nuisances and noise emission. Except for emergency repairs, a Benefitted Owner shall (i) give at least twenty-four (24) hours' prior notice to the Owner of the Lot on which the applicable Access Easement Area is located, (ii) enter the Access Easement Area only at reasonable times, and (iii) to the extent practicable, not interfere with, restrict, disturb or hinder the full enjoyment of the Lot on which the Access Easement Area is located by the Owner thereof. The Benefitted Owner shall repair, at the Benefitted Owner's sole cost and expense, any damage caused by the Benefitted Owner as a result of such entry. The Owner of the Lot on which the Access Easement Area is located shall exercise reasonable care in assisting the Benefitted Owner and the Benefitted Owner's agents and contractors in entering onto the Access Easement Area for the purpose of performing such maintenance, including without limitation controlling pets.

(c) Easement Appurtenant. Each easement to use an Access Easement Area which benefits a Benefitted Owner's Lot is appurtenant to that Lot and shall inure to the benefit of successive Owners of the Benefitted Owner's Lot and burden successive Owners of the Lot on which the Access Easement Area is located.

(d) Non-Exclusivity of Easements. The easements reserved and granted in this Section 3 are non-exclusive.

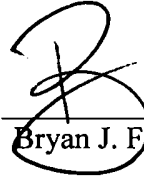
3.3 Use Restrictions Within the Access Easement Areas. No Owner shall construct, install, erect, reconstruct, repair, and/or replace within an Access Easement Area: (a) any Improvements that are attached or affixed to the Dwelling Unit adjoining the Access Easement Area, or (b) any permanent Improvements, including without limitation any permanent structures, fountains, fire pits or other similar Improvements, nor shall any Owner place or store within an Access Easement Area any hazardous or combustible materials. No Owner or invitee of an Owner shall cause any balls or other equipment to be placed or bounced against the Dwelling Unit adjoining the Access Easement Area. Any landscaping or other Improvement installed within the Access Easement Area shall be of a type and shall be so located and installed that: (a) it does not attach to or damage the adjoining Dwelling Unit or any other Improvements located on the adjoining Lot, and (b) it does not unreasonably interfere with the right of access reserved in Section 3.2(b). No Improvement that may impair the structural integrity of the Dwelling Unit adjoining the Access Easement Area shall be installed within the Access Easement Area.

Executed on the date stated above.

DECLARANT:

4 INDEPENDENCE, LLC,
a Utah limited liability company

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

By: 
Bryan J. Flamm, Manager

HORTON:

D.R. HORTON, INC.,
a Delaware corporation

By: _____
Title: _____

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

The foregoing instrument was acknowledged before me this 14th day of March, 2014, 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: 11-19-2016



Executed on the date stated above.

DECLARANT:

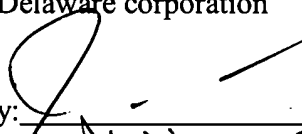
4 INDEPENDENCE, LLC,
a Utah limited liability company

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

By: _____
Bryan J. Flamm, Manager

HORTON:

D.R. HORTON, INC.,
a Delaware corporation

By:  _____
Title: Division CFO

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

The foregoing instrument was acknowledged before me this 1 day of March, 2014, 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:

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

The foregoing instrument was acknowledged before me this 14th day of March, 2014, by Jonathan S. Thornley, in such person's capacity as the DIVISION CFO of D.R. Horton, Inc., a Delaware corporation.

Delisa Solari

Notary Public

My Commission Expires:

06/12/2017

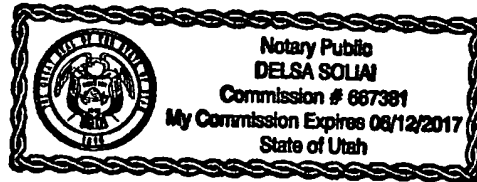
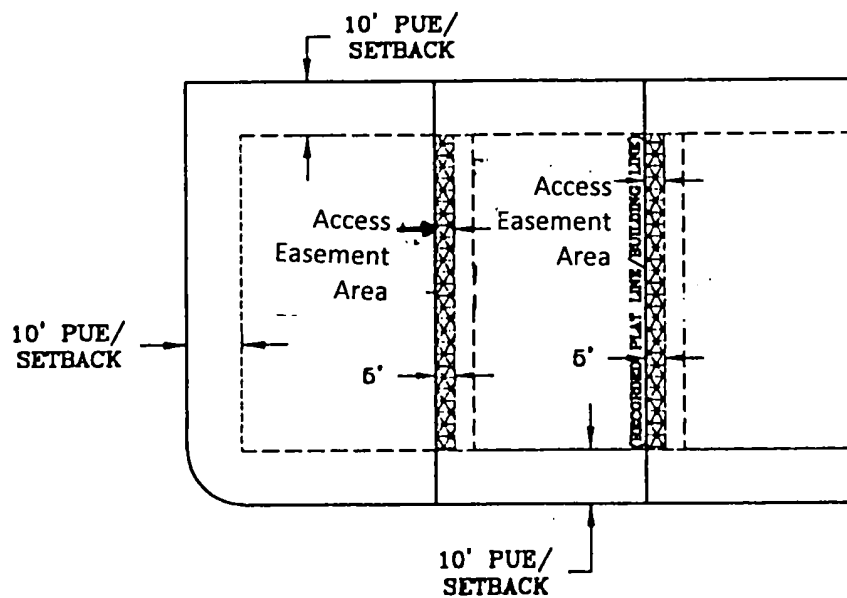
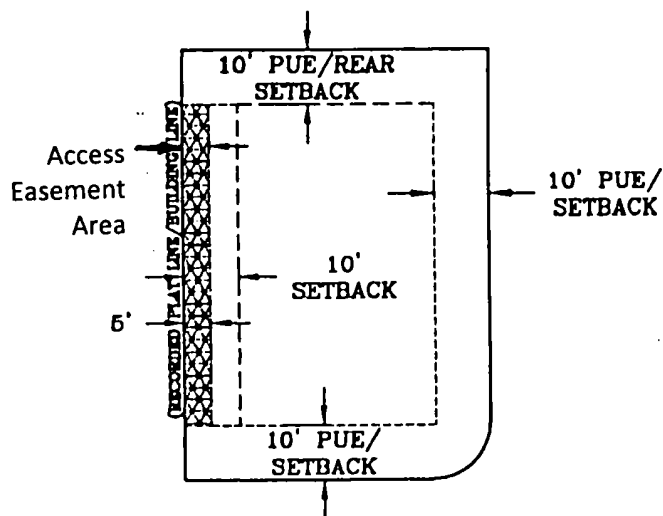


EXHIBIT A
TO
CERTIFICATE OF AMENDMENT AND
NEIGHBORHOOD DECLARATION
FOR INDEPENDENCE AT THE POINT
PLAT I-1
(LOTS 219 THROUGH 235 AND PRIVATE ALLEYS)

Map Depicting the Location of the Access Easement Areas



SETBACK & P.U.E. DETAIL
(LOTS 220 - 235)



SETBACK & P.U.E. DETAIL
(LOT 219)