

DAI Attn: Mindy Dansie
1099 W South Jordan Pkwy
South Jordan, UT 84095

**AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR INDEPENDENCE AT THE POINT**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR INDEPENDENCE AT THE POINT (the "Amendment") is made and entered into as of the 15th day of June, 2016, by 4 Independence, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. That certain real property located in Salt Lake County, Utah, which property is legally described in Exhibit A attached hereto and incorporated herein (the "Property"), is subject to a certain Declaration of Covenants, Conditions, Easements and Restrictions for Independence at the Point, which was recorded by Declarant in the office of the Salt Lake County Recorder, on October 17, 2012, as Entry No. 11493945, in Book 10067, Pages 3032 *et seq.* (the "Declaration"). Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Declaration.

B. Pursuant to Section 18.3 of the Declaration, Declarant now desires to exercise its right to unilaterally amend certain terms of the Declaration.

AMENDMENT

NOW, THEREFORE, the Declarant, acting pursuant to authority set forth in Section 18.3 of the Declaration, hereby declares as follows:

1. **Recitals**. The foregoing Recitals are hereby incorporated into this Amendment in their entirety.

2. **Bylaws**. Section 1.11 of the Declaration is hereby deleted in its entirety, and the following provision is inserted in lieu thereof:

1.11 "**Bylaws**" shall mean the Bylaws of the Master Association as the same may from time to time be amended or supplemented. A copy of the Amended & Restated Bylaws is attached to this Amendment and incorporated herein as **Exhibit B**.

3. **Board of Directors and Officers**. Section 5.2 of the Declaration is hereby deleted in its entirety, and the following provision is inserted in lieu thereof:

5.2 **Board of Directors and Officers**. The affairs of the Master Association shall be conducted by a Board of not less than three (3) nor more than five (5) directors (odd numbered totals only) and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. Notwithstanding the foregoing, commencing upon the date Commercial Areas are designated, the Commercial Owners at Independence at the Point shall retain the perpetual right to appoint or elect one director to serve on the Board, so long as such Commercial Areas exist. The initial Board shall be composed of at least three (3) directors. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Master Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

5.1.1 administration, including administrative support as required for the IDRC;

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GARY M. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DAI ATT MINDY DANSIE
1099 W SOUTH JORDAN PKWY
SOUTH JORDAN UT 84095
BY: SSP, DEPUTY - 01 22 P.

- 5.1.2 preparing and administering an operational budget;
- 5.1.3 establishing and administering an adequate reserve fund;
- 5.1.4 scheduling and conducting the annual meeting and other meetings of the Members;
- 5.1.5 collecting and enforcing the Assessments;
- 5.1.6 accounting functions and maintaining records;
- 5.1.7 promulgation and enforcement of the Independence at the Point Rules and the Design Guidelines;
- 5.1.8 maintenance of the Community Areas, except areas owned and/or maintained by a Sub-Association pursuant to the terms of a Neighborhood Declaration; and
- 5.1.9 all the other duties imposed upon the Board pursuant to the Governing Documents, including enforcement thereof.

The Board shall not, however, be responsible for, nor shall it have any control over, those duties and areas of operation specifically designated under the Governing Documents as the responsibility of the IDRC or of a Neighborhood or Sub-Association, specifically including, without limitation, the management, maintenance, repair and operation of any Community Areas owned and/or maintained by a Sub-Association pursuant to the terms of a Neighborhood Declaration.

4. **Effect of Amendment.** To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same. This Amendment shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land, and together with the Declaration, shall be binding upon and shall inure to the benefit of all successors and assigns of Declarant and all Owners of Units within the Project.

IN WITNESS WHEREOF, the Declarant, acting pursuant to authority granted under the Declaration, has executed this Amendment as of the date first set forth above.

DECLARANT:

4 INDEPENDENCE, LLC, a Utah limited liability company

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

By: _____
Nathan D. Shipp, Manager

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

The foregoing instrument was acknowledged before me this 15th day of June, 2016 by Nathan D. Shipp, in the capacity stated above.

Mindy Dansie
Notary Public
Residing at: S. L. County

My commission expires:

1369635.01



EXHIBIT A

DESCRIPTION OF THE PROPERTY

INDEPENDENCE AT THE POINT

Plat A:

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

Tax Parcel Numbers:

Lot 111 - 33-14-226-008-0000; Lot 112 - 33-14-226-007-0000; Lot 113 - 33-14-227-013-0000;
Lot 114 - 33-14-227-012-0000; Lot 115 - 33-14-227-011-0000; Lot 116 - 33-14-227-010-0000;
Lot 117 - 33-14-227-009-0000; Lot 118 - 33-14-227-008-0000; Lot 119 - 33-14-227-007-0000;
Lot 120 - 33-14-227-006-0000; Lot 121 - 33-14-227-005-0000; Lot 122 - 33-14-227-004-0000;
Lot 123 - 33-14-227-003-0000; Lot 124 - 33-14-227-002-0000

Plat B:

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

Tax Parcel Numbers:

Lot 17 - 33-14-228-020-0000; Lot 18 - 33-14-228-021-0000; Lot 19 - 33-14-228-033-0000;
Lot 20 - 33-14-228-032-0000; Lot 21 - 33-14-228-031-0000; Lot 22 - 33-14-228-030-0000;
Lot 23 - 33-14-228-029-0000; Lot 24 - 33-14-228-028-0000; Lot 25 - 33-14-228-027-0000;
Lot 26 - 33-14-228-026-0000; Lot 27 - 33-14-228-025-0000; Lot 28 - 33-14-228-024-0000;
Lot 29 - 33-14-228-023-0000; Lot 30 - 33-14-228-022-0000

Plat D-1:

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

Tax Parcel Numbers:

Lot 125 - 33-14-227-001-0000; Lot 126 - 33-14-226-006-0000; Lot 127 - 33-14-226-005-0000;
Lot 128 - 33-14-226-004-0000; Lot 129 - 33-14-226-003-0000; Lot 130 - 33-14-201-005-0000;
Lot 131 - 33-14-201-004-0000; Lot 132 - 33-14-201-002-0000; Lot 133 - 33-14-201-001-0000;
Lot 134 - 33-14-202-001-0000; Lot 135 - 33-14-202-002-0000; Lot 136 - 33-14-202-003-0000;
Lot 137 - 33-14-202-004-0000; Lot 138 - 33-14-202-005-0000; Lot 139 - 33-14-202-006-0000;
Lot 140 - 33-14-202-007-0000; Lot 141 - 33-14-202-008-0000; Lot 142 - 33-14-202-009-0000;
Lot 143 - 33-14-202-010-0000; Lot 144 - 33-14-202-011-0000; Lot 145 - 33-14-202-012-0000;
Lot 146 - 33-14-202-013-0000; Lot 147 - 33-14-202-014-0000; Lot 148 - 33-14-202-015-0000;
Lot 149 - 33-14-202-016-0000; Lot 150 - 33-14-202-017-0000; Lot 151 - 33-14-202-018-0000;
Lot 152 - 33-14-202-019-0000; Lot 153 - 33-14-252-004-0000; Lot 154 - 33-14-252-003-0000;
Lot 155 - 33-14-252-002-0000; Lot 156 - 33-14-252-001-0000

Plat D-2:

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

Tax Parcel Numbers:

Lot 201 - 33-14-203-019-0000; Lot 202 - 33-14-203-018-0000; Lot 203 - 33-14-203-017-0000;
Lot 204 - 33-14-203-016-0000; Lot 205 - 33-14-203-015-0000; Lot 206 - 33-14-203-014-0000;
Lot 207 - 33-14-203-013-0000; Lot 208 - 33-14-203-012-0000; Lot 209 - 33-14-203-011-0000;
Lot 210 - 33-14-203-010-0000; Lot 211 - 33-14-203-009-0000; Lot 212 - 33-14-203-008-0000;
Lot 213 - 33-14-203-007-0000; Lot 214 - 33-14-203-006-0000; Lot 215 - 33-14-203-005-0000;
Lot 216 - 33-14-203-004-0000; Lot 217 - 33-14-203-003-0000; Lot 218 - 33-14-203-002-0000

Plat D-3:

All of Independence at the Point, Plat "D-3", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Tax Parcel Numbers:

Lot 301 - 33-14-251-001-0000; Lot 302 - 33-14-251-002-0000; Lot 303 - 33-14-251-003-0000;
Lot 304 - 33-14-251-007-0000; Lot 305 - 33-14-251-006-0000; Lot 306 - 33-14-251-005-0000;
Lot 307 - 33-14-251-008-0000; Lot 308 - 33-14-251-009-0000; Lot 309 - 33-14-251-010-0000;
Lot 310 - 33-14-251-014-0000; Lot 311 - 33-14-251-013-0000; Lot 312 - 33-14-251-012-0000;
Lot 313 - 33-14-251-015-0000; Lot 314 - 33-14-251-016-0000; Lot 315 - 33-14-251-017-0000;
Lot 316 - 33-14-251-021-0000; Lot 317 - 33-14-251-020-0000; Lot 318 - 33-14-251-019-0000

Plat D-4:

All of Independence at the Point, Plat "D-4", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Tax Parcel Numbers:

Lot 401 - 33-14-204-001-0000; Lot 402 - 33-14-204-002-0000; Lot 403 - 33-14-204-003-0000;
Lot 404 - 33-14-204-006-0000; Lot 405 - 33-14-204-005-0000; Lot 406 - 33-14-204-004-0000;
Lot 407 - 33-14-204-007-0000; Lot 408 - 33-14-204-008-0000; Lot 409 - 33-14-204-009-0000;
Lot 410 - 33-14-204-012-0000; Lot 411 - 33-14-204-011-0000; Lot 412 - 33-14-204-010-0000

Plat D-6:

All of Independence at the Point, Plat "D-6", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Tax Parcel Numbers:

Lot 413 - 33-14-204-015-0000; Lot 414 - 33-14-204-016-0000; Lot 415 - 33-14-204-017-0000;
Lot 416 - 33-14-204-020-0000; Lot 417 - 33-14-204-019-0000; Lot 418 - 33-14-204-018-0000;
Lot 419 - 33-14-204-021-0000; Lot 420 - 33-14-204-022-0000; Lot 421 - 33-14-204-023-0000;
Lot 422 - 33-14-204-026-0000; Lot 423 - 33-14-204-025-0000; Lot 424 - 33-14-204-024-0000

Plat D-7:

All of Independence at the Point, Plat "D-7", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Tax Parcel Numbers:

Lot 425 - 33-14-251-042-0000; Lot 426 - 33-14-251-043-0000; Lot 427 - 33-14-251-044-0000;
Lot 428 - 33-14-251-038-0000; Lot 429 - 33-14-251-039-0000; Lot 430 - 33-14-251-040-0000;
Lot 431 - 33-14-251-035-0000; Lot 432 - 33-14-251-036-0000; Lot 433 - 33-14-251-037-0000;
Lot 434 - 33-14-251-033-0000; Lot 435 - 33-14-251-032-0000; Lot 436 - 33-14-251-031-0000;
Lot 437 - 33-14-251-030-0000; Lot 438 - 33-14-251-029-0000; Lot 439 - 33-14-251-028-0000;
Lot 440 - 33-14-251-024-0000; Lot 441 - 33-14-251-025-0000; Lot 442 - 33-14-251-026-0000;
Lot 443 - 33-14-255-001-0000; Lot 444 - 33-14-255-002-0000; Lot 445 - 33-14-255-005-0000;
Lot 446 - 33-14-255-004-0000; Lot 447 - 33-14-255-007-0000; Lot 448 - 33-14-255-006-0000;
Lot 449 - 33-14-255-010-0000; Lot 450 - 33-14-255-009-0000; Lot 451 - 33-14-255-012-0000;
Lot 452 - 33-14-255-011-0000; Lot 453 - 33-14-255-015-0000; Lot 454 - 33-14-255-014-0000

Plat D-8:

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

Tax Parcel Numbers:

Lot 455 - 33-14-204-054-0000; Lot 456 - 33-14-204-053-0000; Lot 457 - 33-14-204-052-0000;
Lot 458 - 33-14-204-048-0000; Lot 459 - 33-14-204-049-0000; Lot 460 - 33-14-204-050-0000;
Lot 461 - 33-14-204-047-0000; Lot 462 - 33-14-204-046-0000; Lot 463 - 33-14-204-045-0000;
Lot 464 - 33-14-204-041-0000; Lot 465 - 33-14-204-042-0000; Lot 466 - 33-14-204-043-0000;
Lot 467 - 33-14-204-040-0000; Lot 468 - 33-14-204-039-0000; Lot 469 - 33-14-204-038-0000;
Lot 470 - 33-14-204-034-0000; Lot 471 - 33-14-204-035-0000; Lot 472 - 33-14-204-036-0000;
Lot 473 - 33-14-204-033-0000; Lot 474 - 33-14-204-032-0000; Lot 475 - 33-14-204-031-0000;
Lot 476 - 33-14-204-027-0000; Lot 477 - 33-14-204-028-0000; Lot 478 - 33-14-204-029-0000;
Lot 479 - 33-14-256-001-0000; Lot 480 - 33-14-256-002-0000; Lot 481 - 33-14-256-003-0000;
Lot 482 - 33-14-256-007-0000; Lot 483 - 33-14-256-006-0000; Lot 484 - 33-14-256-005-0000;
Lot 485 - 33-14-256-008-0000; Lot 486 - 33-14-256-009-0000; Lot 487 - 33-14-256-010-0000;
Lot 488 - 33-14-256-014-0000; Lot 489 - 33-14-256-013-0000; Lot 490 - 33-14-256-012-0000;
Lot 491 - 33-14-256-015-0000; Lot 492 - 33-14-256-016-0000; Lot 493 - 33-14-256-017-0000;
Lot 494 - 33-14-256-021-0000; Lot 495 - 33-14-256-020-0000; Lot 496 - 33-14-256-019-0000;
Lot 497 - 33-14-256-022-0000; Lot 498 - 33-14-256-023-0000; Lot 499 - 33-14-256-026-0000;
Lot 500 - 33-14-256-025-0000

Plat E PUD:

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

Tax Parcel Numbers:

Lot 31 - 33-14-228-045-0000; Lot 32 - 33-14-228-046-0000; Lot 33 - 33-14-228-047-0000;
Lot 34 - 33-14-228-048-0000; Lot 35 - 33-14-228-049-0000; Lot 36 - 33-14-228-050-0000;
Lot 37 - 33-14-228-051-0000; Lot 38 - 33-14-228-052-0000; Lot 39 - 33-14-228-053-0000;
Lot 40 - 33-14-228-054-0000; Lot 41 - 33-14-228-044-0000; Lot 42 - 33-14-228-043-0000;
Lot 43 - 33-14-228-042-0000; Lot 44 - 33-14-228-041-0000; Lot 45 - 33-14-228-040-0000;
Lot 46 - 33-14-228-039-0000; Lot 47 - 33-14-228-038-0000; Lot 48 - 33-14-228-037-0000;
Lot 49 - 33-14-228-036-0000; Lot 50 - 33-14-228-035-0000

Plat E-2 PUD:

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

Tax Parcel Numbers:

Lot 51 - 33-14-228-064-0000; Lot 52 - 33-14-228-063-0000; Lot 53 - 33-14-228-062-0000;
Lot 54 - 33-14-228-061-0000; Lot 55 - 33-14-228-060-0000; Lot 56 - 33-14-228-059-0000;
Lot 57 - 33-14-228-070-0000; Lot 58 - 33-14-228-071-0000; Lot 59 - 33-14-228-072-0000;
Lot 60 - 33-14-228-073-0000; Lot 61 - 33-14-228-069-0000; Lot 62 - 33-14-228-068-0000;
Lot 63 - 33-14-228-067-0000; Lot 64 - 33-14-228-066-0000

Plat E-3 PUD:

All of Independence at the Point, Plat "E-3", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Tax Parcel Numbers:

Lot 65 - 33-13-104-016-0000; Lot 66 - 33-13-104-015-0000; Lot 67 - 33-13-104-014-0000;
Lot 68 - 33-13-104-013-0000; Lot 69 - 33-13-104-012-0000; Lot 70 - 33-13-104-003-0000;
Lot 71 - 33-13-104-004-0000; Lot 72 - 33-13-104-005-0000; Lot 73 - 33-13-104-006-0000;
Lot 74 - 33-13-104-007-0000; Lot 75 - 33-13-104-008-0000; Lot 76 - 33-13-104-009-0000;
Lot 77 - 33-13-104-010-0000; Lot 78 - 33-13-104-011-0000; Lot 79 - 33-13-104-025-0000;
Lot 80 - 33-13-104-024-0000; Lot 81 - 33-13-104-023-0000; Lot 82 - 33-13-104-026-0000;
Lot 83 - 33-13-104-027-0000; Lot 84 - 33-13-104-028-0000; Lot 85 - 33-13-104-029-0000;
Lot 86 - 33-13-104-030-0000; Lot 87 - 33-13-104-031-0000; Lot 88 - 33-13-104-032-0000;
Lot 89 - 33-13-104-033-0000; Lot 90 - 33-13-104-037-0000; Lot 91 - 33-13-104-036-0000;
Lot 92 - 33-13-104-035-0000; Lot 93 - 33-13-104-034-0000; Lot 94 - 33-13-104-020-0000;
Lot 95 - 33-13-104-019-0000; Lot 96 - 33-13-104-018-0000; Lot 97 - 33-13-104-017-0000

Plat E-4 PUD:

All of Independence at the Point, Plat "E-4", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Lot 98 - 33-13-104-038-0000; Lot 99 - 33-13-104-039-0000; Lot 100 - 33-13-104-040-0000;
Lot 101 - 33-13-104-041-0000; Lot 102 - 33-14-228-102-0000; Lot 103 - 33-14-228-103-0000;
Lot 104 - 33-14-228-104-0000; Lot 105 - 33-14-228-105-0000; Lot 106 - 33-14-228-106-0000;
Lot 107 - 33-14-228-107-0000; Lot 108 - 33-14-228-108-0000; Lot 109 - 33-14-228-109-0000;
Lot 110 - 33-14-228-110-0000; Lot 111 - 33-14-228-111-0000; Lot 112 - 33-14-228-112-0000;
Lot 113 - 33-14-228-113-0000; Lot 114 - 33-14-228-114-0000; Lot 115 - 33-14-228-115-0000;
Lot 116 - 33-14-228-116-0000; Lot 117 - 33-14-228-117-0000; Lot 118 - 33-14-228-118-0000;
Lot 119 - 33-14-228-119-0000; Lot 120 - 33-14-228-120-0000; Lot 121 - 33-14-228-121-0000;
Lot 122 - 33-14-228-122-0000; Lot 123 - 33-14-228-123-0000; Lot 124 - 33-14-228-124-0000;
Lot 125 - 33-14-228-125-0000; Lot 126 - 33-14-228-101-0000; Lot 127 - 33-14-228-100-0000;
Lot 128 - 33-14-228-099-0000; Lot 129 - 33-14-228-098-0000; Lot 130 - 33-14-228-097-0000;
Lot 131 - 33-14-228-096-0000; Lot 132 - 33-14-228-095-0000; Lot 133 - 33-14-228-094-0000;
Lot 134 - 33-14-228-093-0000; Lot 135 - 33-14-228-092-0000; Lot 136 - 33-14-228-091-0000;
Lot 137 - 33-14-228-090-0000; Lot 138 - 33-14-228-089-0000; Lot 139 - 33-14-228-088-0000;
Lot 140 - 33-14-228-087-0000; Lot 141 - 33-14-228-086-0000; Lot 142 - 33-14-228-085-0000;
Lot 143 - 33-14-228-084-0000; Lot 144 - 33-14-228-083-0000; Lot 145 - 33-14-228-082-0000;
Lot 146 - 33-14-228-081-0000; Lot 147 - 33-14-228-080-0000; Lot 148 - 33-14-228-079-0000;
Lot 149 - 33-14-228-078-0000; Lot 150 - 33-14-228-077-0000; Lot 151 - 33-14-228-076-0000;
Lot 152 - 33-14-228-075-0000

Plat G-1:

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

Tax Parcel Numbers:

Lot 501 - 33-14-201-013-0000; Lot 502 - 33-14-201-012-0000; Lot 503 - 33-14-201-011-0000;
Lot 504 - 33-14-201-010-0000; Lot 505 - 33-14-201-009-0000; Lot 506 - 33-14-201-008-0000;
Lot 507 - 33-14-201-007-0000; Lot 508 - 33-14-206-001-0000; Lot 509 - 33-14-206-003-0000;
Lot 510 - 33-14-206-002-0000; Lot 511 - 33-14-207-001-0000; Lot 512 - 33-14-207-002-0000;
Lot 513 - 33-14-207-003-0000; Lot 514 - 33-14-207-004-0000; Lot 515 - 33-14-207-007-0000;
Lot 516 - 33-14-207-006-0000; Lot 517 - 33-14-207-005-0000; Lot 518 - 33-14-208-001-0000;
Lot 519 - 33-14-208-002-0000; Lot 520 - 33-14-208-003-0000; Lot 521 - 33-14-208-004-0000;
Lot 522 - 33-14-208-005-0000; Lot 523 - 33-14-208-006-0000; Lot 524 - 33-14-205-011-0000;
Lot 525 - 33-14-205-010-0000; Lot 526 - 33-14-205-009-0000; Lot 527 - 33-14-205-008-0000;
Lot 528 - 33-14-205-007-0000; Lot 529 - 33-14-205-006-0000; Lot 530 - 33-14-205-005-0000;
Lot 531 - 33-14-205-004-0000; Lot 532 - 33-14-205-003-0000; Lot 533 - 33-14-205-001-0000;
Lot 534 - 33-14-205-002-0000; Lot 535 - 33-14-205-012-0000; Lot 536 - 33-14-202-020-0000

Plat G-2:

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.

Tax Parcel Numbers:

Lot 537 - 33-14-201-021-0000; Lot 538 - 33-14-201-020-0000; Lot 539 - 33-14-201-019-0000;
Lot 540 - 33-14-201-018-0000; Lot 541 - 33-14-201-017-0000; Lot 542 - 33-14-201-016-0000;
Lot 543 - 33-14-201-015-0000; Lot 544 - 33-14-206-004-0000; Lot 545 - 33-14-206-005-0000;
Lot 546 - 33-14-206-006-0000; Lot 547 - 33-14-206-007-0000; Lot 548 - 33-14-206-008-0000;
Lot 549 - 33-14-206-009-0000; Lot 550 - 33-14-206-010-0000; Lot 551 - 33-14-206-015-0000;
Lot 552 - 33-14-206-014-0000; Lot 553 - 33-14-206-013-0000; Lot 554 - 33-14-206-012-0000;
Lot 555 - 33-14-206-011-0000; Lot 556 - 33-14-207-008-0000; Lot 557 - 33-14-207-009-0000;
Lot 558 - 33-14-207-010-0000; Lot 559 - 33-14-207-011-0000

Plat G-3:

All of Independence at the Point, Plat "G-3", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Tax Parcel Numbers:

Lot 560 - 33-14-205-014-0000; Lot 561 - 33-14-205-015-0000; Lot 562 - 33-14-205-016-0000;
Lot 563 - 33-14-205-017-0000; Lot 564 - 33-14-205-018-0000; Lot 565 - 33-14-205-019-0000;
Lot 566 - 33-14-205-020-0000; Lot 567 - 33-14-205-021-0000; Lot 568 - 33-14-205-022-0000;
Lot 569 - 33-14-205-023-0000; Lot 570 - 33-14-205-024-0000; Lot 571 - 33-14-205-025-0000;
Lot 572 - 33-14-205-026-0000; Lot 573 - 33-14-205-027-0000; Lot 574 - 33-14-202-035-0000;
Lot 575 - 33-14-202-034-0000; Lot 576 - 33-14-202-033-0000; Lot 577 - 33-14-202-032-0000;
Lot 578 - 33-14-202-031-0000; Lot 579 - 33-14-202-030-0000; Lot 580 - 33-14-202-029-0000;
Lot 581 - 33-14-202-028-0000; Lot 582 - 33-14-202-027-0000; Lot 583 - 33-14-202-026-0000;
Lot 584 - 33-14-202-025-0000; Lot 585 - 33-14-202-024-0000; Lot 586 - 33-14-202-023-0000;
Lot 587 - 33-14-202-022-0000; Lot 588 - 33-14-202-021-0000

Plat I-1 as amended:

All of 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.

Tax Parcel Numbers:

Lot 219 - 33-14-203-023-0000; Lot 220 - 33-14-203-024-0000; Lot 221 - 33-14-203-025-0000;
Lot 222 - 33-14-203-026-0000; Lot 223 - 33-14-203-027-0000; Lot 224 - 33-14-203-028-0000;
Lot 225 - 33-14-203-029-0000; Lot 226 - 33-14-203-030-0000; Lot 227 - 33-14-203-031-0000;
Lot 228 - 33-14-203-032-0000; Lot 229 - 33-14-203-033-0000; Lot 230 - 33-14-203-034-0000;
Lot 231 - 33-14-203-035-0000; Lot 232 - 33-14-203-036-0000; Lot 233 - 33-14-203-037-0000;
Lot 234 - 33-14-203-038-0000; Lot 235 - 33-14-203-039-0000; Lot 236 - 33-14-209-010-0000;
Lot 237 - 33-14-209-009-0000; Lot 238 - 33-14-209-008-0000; Lot 239 - 33-14-209-007-0000;
Lot 240 - 33-14-209-006-0000; Lot 241 - 33-14-209-005-0000; Lot 242 - 33-14-209-004-0000;
Lot 243 - 33-14-209-003-0000; Lot 244 - 33-14-209-002-0000; Lot 245 - 33-14-209-001-0000

Plat I-2:

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

Tax Parcel Numbers:

Lot 274 - 33-14-230-001-0000; Lot 275 - 33-14-230-002-0000; Lot 276 - 33-14-230-003-0000;
Lot 277 - 33-14-230-004-0000; Lot 278 - 33-14-230-005-0000; Lot 279 - 33-14-230-006-0000;
Lot 280 - 33-14-230-007-0000; Lot 281 - 33-14-230-008-0000; Lot 282 - 33-14-230-009-0000

Plat I-3:

All of Independence at the Point, Plat "I-3", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.

Tax Parcel Numbers:

Lot 246 - 33-14-209-011-0000; Lot 247 - 33-14-209-012-0000; Lot 248 - 33-14-209-013-0000;
Lot 249 - 33-14-209-014-0000; Lot 250 - 33-14-209-015-0000; Lot 251 - 33-14-209-016-0000;
Lot 252 - 33-14-209-017-0000; Lot 253 - 33-14-209-018-0000; Lot 254 - 33-14-209-019-0000;
Lot 255 - 33-14-252-010-0000; Lot 256 - 33-14-252-009-0000; Lot 257 - 33-14-252-008-0000;
Lot 258 - 33-14-252-007-0000; Lot 259 - 33-14-252-006-0000; Lot 260 - 33-14-252-005-0000;
Lot 261 - 33-14-252-011-0000; Lot 262 - 33-14-232-012-0000; Lot 263 - 33-14-232-011-0000;
Lot 264 - 33-14-232-010-0000; Lot 265 - 33-14-232-009-0000; Lot 266 - 33-14-232-008-0000;
Lot 267 - 33-14-232-007-0000; Lot 268 - 33-14-232-006-0000; Lot 269 - 33-14-232-005-0000;
Lot 270 - 33-14-232-004-0000; Lot 271 - 33-14-232-003-0000; Lot 272 - 33-14-232-002-0000;
Lot 273 - 33-14-232-001-0000

Plat K:

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

Tax Parcel Numbers:

Lot 589 - 33-14-127-023-0000; Lot 590 - 33-14-127-022-0000; Lot 591 - 33-14-127-021-0000;
Lot 592 - 33-14-127-020-0000; Lot 593 - 33-14-127-019-0000; Lot 594 - 33-14-127-018-0000;

Lot 595 - 33-14-127-017-0000; Lot 596 - 33-14-127-016-0000; Lot 597 - 33-14-127-015-0000;
Lot 598 - 33-14-127-014-0000; Lot 599 - 33-14-127-013-0000; Lot 600 - 33-14-127-012-0000;
Lot 601 - 33-14-127-003-0000; Lot 602 - 33-14-127-004-0000; Lot 603 - 33-14-127-005-0000;
Lot 604 - 33-14-127-006-0000; Lot 605 - 33-14-127-007-0000; Lot 606 - 33-14-127-008-0000;
Lot 607 - 33-14-127-009-0000; Lot 608 - 33-14-127-010-0000; Lot 609 - 33-14-127-011-0000;
Lot 610 - 33-14-126-015-0000; Lot 611 - 33-14-126-014-0000; Lot 612 - 33-14-126-007-0000;
Lot 613 - 33-14-126-008-0000; Lot 614 - 33-14-126-009-0000; Lot 615 - 33-14-126-010-0000;
Lot 616 - 33-14-126-011-0000; Lot 617 - 33-14-126-012-0000; Lot 618 - 33-14-126-013-0000

EXHIBIT B

AMENDED & RESTATED BYLAWS

See attached.

**AMENDED & RESTATED
BYLAWS
OF
INDEPENDENCE AT THE POINT MASTER OWNERS ASSOCIATION, INC.**

**ARTICLE 1.
DEFINITIONS**

1.01 Declaration.

As used herein, "Declaration" means the Declaration of Covenants, Conditions, Easements and Restrictions for Independence at the Point, which was recorded by Declarant in the office of the Salt Lake County Recorder, on October 17, 2012, as Entry No. 11493945, in Book 10067, Pages 3032 *et seq.*, as amended, and as may be further amended from time to time. The Declaration is that same Declaration referenced in the Articles of Incorporation of Independence At the Point Master Owners Association, Inc.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2.
OFFICES**

Independence At the Point Master Owners Association, Inc. (the "**Association**") is a Utah nonprofit corporation, with its principal office located at 1099 West South Jordan Parkway, South Jordan, Utah 84095.

ARTICLE 3.

VOTING, QUORUM, AND PROXIES

3.01 Voting.

As more fully set forth in the Articles and in the Declaration, the Association shall have two classes of membership, Class A and Class B.

Class A Memberships shall be all Memberships except the Class B Memberships held by the Declarant. Each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof. Notwithstanding the foregoing, no vote shall be cast or counted for any Class A Membership not subject to Assessment; and

The Class B Memberships shall be held only by the Declarant. The Declarant shall initially be entitled to 1,895 votes. The Class B Memberships shall cease and shall be converted

to Class A Memberships, on the basis of the number of Lots and Parcels owned by the Declarant, on the happening of the first of the following events:

- (i) When the total votes outstanding in the Class A Memberships equal or exceed 1,895; or
- (ii) Twenty Five (25) years from the date the Declaration is Recorded; or
- (iii) when, in its discretion, the Declarant so determines.

Additional provisions governing the voting of the members of the Association are set forth in the Declaration.

3.02 Quorum.

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of Owners entitled to vote more than twenty percent (20%) of the total votes of the Owners shall constitute a quorum; provided, however, that for purposes of establishing a quorum in connection with the election of trustees, one or more Owners present in person or by proxy at an annual meeting (or duly called special meeting of the Owners) shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or such Owner's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4. ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Board in the month of February in each year, or at such other date designated by the Board, for the purpose of electing trustees and for the transaction of such other business as may come before the meeting. If the election of trustees shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

4.02 Special Meetings.

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by the president or by a majority of the trustees and shall be called by the president at the written request of Owners entitled to vote twenty percent (20%) or more of the total votes of all Owners, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or to the president.

4.03 Place of Meetings.

The Board may designate the Association's principal offices or any place within Salt Lake County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally, by mail, or by electronic means (i.e. e-mail, text messaging or another similar manner) to each Owner entitled to vote at such meeting not less than thirty (30) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at such Owner's address as it appears in the office of the Association, with postage thereon prepaid. If sent by electronic means, such notice shall be deemed to be delivered when sent. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken with or without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Unless the written consents of all Owners entitled to vote have been obtained, notice of any Owner approval without a meeting shall be given at least ten (10) days before the consummation of the transaction, action, or event authorized by the Owner action to: (i) those Owners entitled to vote who have not consented in writing; and (ii) those Owners not entitled to vote and to whom the Utah Revised Nonprofit Corporation Act (the "Act") requires that notice of the proposed action be given. The notice must contain or be accompanied by the same material that, under the Act and these Bylaws, would have been required to be sent in a notice of meeting at which the proposed action would have been submitted to the Owners for action. Notwithstanding the foregoing, trustees may not be elected by written consent except by unanimous written consent of all Owners entitled to vote for the election of trustees.

ARTICLE 5.
BOARD OF TRUSTEES

5.01 Number and Election of Trustees.

The Board of Trustees (the “*Board*”) shall consist of no less than three (3) and no more than five (5) trustees, and must be an odd number.

The initial Board shall be composed of three (3) natural persons, designated by Declarant, who need not be Members of the Association. Thereafter, during the Class B Membership, Declarant may appoint, remove and replace each trustee at its discretion.

Upon cessation of the Class B Membership, as provided above, the acting Board shall hold a special meeting wherein the Owners will elect new trustees. The new trustees shall be elected by the Owners entitled to vote at such special meetings for any number of three (3) year terms. The term of one of the such new trustees expires at the first annual meeting after such special meeting held to elect such new trustees (the “Election Meeting”), the term of a second new trustee expires at the second annual meeting after such Election Meeting, and the term of a third new trustee expires at the third annual meeting after such Election Meeting. Upon the expiration of each staggered term, trustees shall be elected by the Owners entitled to vote at the annual meetings for any number of three (3) year terms to succeed those whose terms expire. Despite the expiration of a trustee’s term, the trustee shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of trustees, or until such trustee’s earlier death, resignation, or removal from office.

After the termination of the Class B membership, the Board may, upon the majority vote of all Owners of the Lots entitled to vote, be expanded to a total of five (5) natural persons, and the additional two persons need not be Members.

5.02 Removal of Trustees. Each trustee may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote.

5.03 Replacement of Trustees.

i. A vacancy on the Board created by the removal, resignation, or death of a trustee appointed or elected by the Owners shall be filled by the remaining trustees until the next annual meeting of Owners, at which time the Owners shall elect a trustee to fulfill the then-remaining term of the replaced trustee.

ii. Any trustee elected or appointed pursuant to this Section 5.03 shall hold office for the remainder of the unexpired term of the trustee who was replaced.

5.04 Resignations.

Any trustee may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.05 Regular Meetings.

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

5.06 Special Meetings.

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each trustee can hear each other trustee, at any time when called by the president, or by two or more trustees, upon the giving of at least three (3) days' prior notice of the time and place thereof to each trustee by leaving such notice with such trustee or at such trustee's residence or usual place of business, or by mailing it prepaid and addressed to such trustee at such trustee's address as it appears on the books of the Association, or by electronic mail or telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the trustees shall be required.

5.07 Quorum.

A majority of the number of trustees fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the trustees in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

5.08 Waiver of Notice.

Before, at, or after any meeting of the Board, any trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a trustee at any meeting of the Board shall be a waiver of notice by such trustee except when such trustee attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

5.09 Informal Action by Trustees.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if each and every member of the Board in writing either (a) votes for the action or (b) waives the right to demand that action not be taken without a meeting and (i) votes against the action or (ii) abstains from voting. Action is taken under this section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the trustees then in office were present and voted. An action taken pursuant to this section will not be effective unless the Association receives writings describing the action taken, satisfying the above requirements, signed by all of the trustees, and not revoked by any trustee.

ARTICLE 6.
OFFICERS AND AGENTS

6.01 General.

The officers of the Association shall be a president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

6.02 Removal of Officers.

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

6.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

6.04 President.

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

6.05 Secretary.

The secretary shall:

- i. keep the minutes of the proceedings of the Owners meetings and of the Board meetings;
- ii. see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- iii. be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board;
- iv. maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each mortgagee; and

v. in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board.

Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.06 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 7.
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS, AND LIEN HOLDERS

7.01 Proof of Ownership.

Any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

7.02 Registration of Mailing Address.

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

7.03 Liens.

Any Owner who mortgages or grants a deed of trust covering such Owner's Lot shall give the Association written notice of the name and address of the holder of such mortgage or

deed of trust and shall file true, correct, and complete copies of the note and security instrument with the Association.

7.04 Address of the Association.

The address of the Association shall be 1099 West South Jordan Parkway, South Jordan, Utah 84095. Such address may be changed by the Board from time to time upon written notice to all Owners and all listed mortgagees.

ARTICLE 8.
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a holder of a mortgage or deed of trust their true and lawful attorney-in-fact to vote their membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the mortgage or deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a deed of trust, of their duties and obligations as Owners or to impose upon the holder of a mortgage or deed of trust the duties and obligations of an Owner.

ARTICLE 9.
AMENDMENTS

9.01 By Trustees.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the trustees shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action. Notwithstanding the foregoing, unanimous approval of the trustees shall be required to amend or repeal Sections 5.02 through 5.04 hereof.

9.02 Owners.

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 10.
MISCELLANEOUS

10.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Board.

10.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated herein by reference.

10.03 Officer/Trustee Qualifications.

No individual who is a Class A Member (as defined in the Declaration) may serve as an officer or trustee of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the covenants within such Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or trustee of the Association to also be an Owner.

ARTICLE 11.
INDEMNIFICATION

11.01 Indemnification.

No current or former director, officer, employee, fiduciary or agent shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said person performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a director, officer, employee, fiduciary or agent of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a director, officer, employee, fiduciary or agent of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such director, officer, employee, fiduciary or agent, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its directors, officers, employees, fiduciaries and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

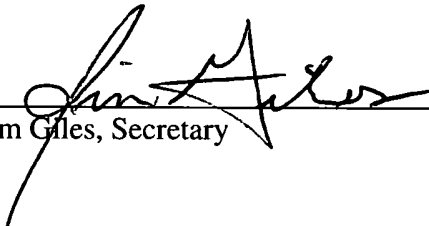
11.02 Other Indemnification.

The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested director, officer, employee, fiduciary or agent, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all such persons be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of the heirs, executors and administrators of any such person.

SECRETARY'S CERTIFICATE

I, the undersigned and duly elected Secretary of Independence At The Point Master Owners Association, Inc., a Utah nonprofit corporation (the "Association"), do hereby certify that the foregoing Amended & Restated Bylaws were adopted as the Bylaws of the Association effective as of June 15, 2016, and that the same (i) amended and restated in their entirety those certain Bylaws of Independence At The Point Master Owners Association, Inc. dated October 2012, and (ii) that the same do now constitute the Bylaws of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name as the Secretary of the Association effective as of June 15, 2016.



Jim Giles, Secretary