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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: LHP, DEPUTY - WI 4 P.

WHEN RECORDED, MAIL TO:

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

**CERTIFICATE OF AMENDMENT  
FOR THE AMENDED AND RESTATED NEIGHBORHOOD  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RIDGE AT INDEPENDENCE**

(Expansion of the Ridge at Independence to Add All of Plat M-1)

This CERTIFICATE OF AMENDMENT FOR THE AMENDED AND RESTATED NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT INDEPENDENCE (the "Certificate and Declaration") is made this \_\_\_\_ day of February, 2017, by 4 Independence, LLC, a Utah limited liability company, referred to herein as "Declarant."

**RECITALS**

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

*PARCEL # 33-14-176-002 All of Independence at the Point, Plat "M-1", according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.*

B. The Plat M-1 Property is located in and is a part of the Independence at the Point development project, and accordingly, by the recording on even date herewith against the Plat M-1 Property of that certain Supplemental Declaration for Independence at the Point, the Plat M-1 Property has been subjected to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions Easements and Restrictions for Independence at the Point 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 ("Official Records"), as amended by that certain Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Independence at the Point recorded on June 15, 2016, as Entry No. 12300512, in Book 10442, at Page(s) 753 et seq., of the Official Records (collectively, the "Master Declaration").

C. Declarant also previously caused to be recorded the Amended and Restated Neighborhood Declaration of Covenants, Conditions and Restrictions for the Ridge at Independence (the "Neighborhood Declaration"), which Neighborhood Declaration was recorded on July 7, 2016, as Entry No. 12316353, in Book 10450 at Page(s) 1557 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 12.3 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 M-1 Property.

E. Declarant desires to develop the Plat M-1 Property as a "Single Family Residential Use" subdivision, as defined in the Master Declaration, with a total number of single-family homes not to exceed thirty (30) homes.

F. Declarant is now prepared to construct homes on the Plat M-1 Property and to make such Plat M-1 Property part of the Project. Thus, Declarant desires to subject the Plat M-1 Property to the Neighborhood Declaration by recording this Certificate and Declaration against the Plat M-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 hereby declares 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 M-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 in imposing these covenants, conditions and restrictions to protect and enhance the property values and aesthetic values of the Plat M-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 M-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 M-1 Property shall be Members of the Sub-Association. The Plat M-1 Property shall also be subject to, and shall comply with, the Master Declaration, 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 hereby incorporates the covenants, conditions and restrictions in the Neighborhood Declaration, as if repeated and fully set forth herein.

2. Plat M-1 Property. Declarant hereby expands the Project to include the Plat M-1 Property. Accordingly, Declarant hereby subjects the Plat M-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 M-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 Declaration, 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 M-1 Property. The Plat M-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 thirty (30).

Executed on the date stated above.

**DECLARANT:**

4 INDEPENDENCE, LLC, a Utah limited liability company

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

By: [Signature]  
Bryan J. Flamm, Manager

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

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2017, 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.

[Signature]  
Notary Public

My Commission Expires: 11-19-2020



