

**THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR INDEPENDENCE AVENUE**

THIS THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE ("Third Amendment") is hereby adopted by the Independence Avenue Owners Association ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Utah County Recorder's Office.

RECITALS:

(A) This Third Amendment affects and concerns the real property located in Utah County, Utah and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property").

(B) A plat map depicting Plat "A" Independence Avenue was recorded on June 1, 2007, in the Utah County Recorder's Office as Entry No. 80970:2007.

(C) On June 1, 2007, the DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE was recorded in the Utah County Recorder's Office, as Entry No. 80973:2007 ("Enabling Declaration").

(D) A plat map depicting Plat "B" Independence Avenue was recorded on September 8, 2008, in the Utah County Recorder's Office as Entry No. 99288:2008.

(E) On September 8, 2008, the FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE was recorded in the Utah County Recorder's Office, as Entry No. 99289:2008 ("First Supplemental").

(F) A plat map depicting Plat "C" Independence Avenue was recorded on June 23, 2010, in the Utah County Recorder's Office as Entry No. 52102:2010.

(G) On June 23, 2010, the SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE was recorded in the Utah County Recorder's Office, as Entry No. 52103:2010 ("Second Supplemental").

(H) A plat map depicting Plat "D" Independence Avenue was recorded on April 30, 2013, in the Utah County Recorder's Office as Entry No. 41476:2013.

(I) On April 30, 2013, the THIRD SUPPLEMENTAL DECLARATION TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE was recorded in the Utah County Recorder's Office, as Entry No. 41477:2013 ("Third Supplemental").

(J) A plat map depicting Plat "E" Independence Avenue was recorded on April 30, 2013, in the Utah County Recorder's Office as Entry No. 41478:2013.

(K) On April 30, 2013, the FOURTH SUPPLEMENTAL DECLARATION TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE was recorded in the Utah County Recorder's Office, as Entry No. 41479:2013 ("Fourth Supplemental").

(L) On June 9, 2015, the AMENDMENT TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE was recorded in the Utah County Recorder's Office, as Entry No. 91902:2015 ("First Amendment").

(M) On _____, 2025, the SECOND AMENDMENT TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDEPENDENCE AVENUE was recorded in the Utah County Recorder's Office, as Entry No. _____ ("Second Amendment").

(N) The period of Declarant control has ended.

(O) Pursuant to Article XIV, Section 14.02 of the Declaration, no less than 60% of the Owners of record provided their consent approving and consenting to the recording of this Third Amendment.

CERTIFICATION

By signing below, the Board hereby certifies that the above-described approvals were obtained, approving and consenting to the recording of this Third Amendment.

(P) These Recitals are made a part of this Third Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of the Association hereby makes and executes this Third Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this Third Amendment, the Declaration, as amended, remains in full force and effect without modification.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Third Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Third Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this Third Amendment and the provisions of the Declaration, this Third Amendment shall in all respects govern and control. In the case of any existing provisions that could be interpreted as prohibiting the modifications set forth in this Third Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Third Amendment.

AMENDMENTS

5. Article XIII, Section 13.11 of the Declaration is hereby deleted in its entirety and replaced with the following:

13.11 Specific Assessments and Unique Feature Special Assessments.

- (a) Specific Assessments. In addition to the Annual Assessment and any Special Assessment authorized pursuant to Section 13.03 and 13.08, respectively, the Board may levy at any time a Specific Assessment for the following reasons.
- (i) On any Lot/Unit especially benefited (i.e., benefitted to a substantially greater degree than any other Lot/Unit) by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot/Unit to be charged;
 - (ii) On any Lot/Unit when the Owner or occupant of the Lot/Unit causes any damage to the Common Areas necessitating repairs; or
 - (iii) Unless the assessment is better described in Section 13.11(c) as a “Unique Feature Special Assessment”, on any Lot/Unit as to which the Association shall incur any expense for maintenance or repair work performed on the Lot/Unit or Limited Common Area exclusively for the use of the Lot/Unit;
 - (iv) Enforcement action taken, pursuant to any of the provisions of the Declaration.
- (b) Except as stated herein, the aggregate amount of any such Specific Assessment stated above shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action taken, including all overhead and administration costs, and all attorney fees and costs, if any, and shall be allocated among the affected Lots/Units according to the magnitude of the special benefit, or cause of damage, or maintenance, or repair work, or enforcement action, as the case may be. Such Specific Assessment may also be

made in advance of the performance of work requested to be furnished by the Association. Except for certain Association maintenance costs specified below, if a special benefit arises from any improvements, repairs, or maintenance which is part of the general maintenance or operation obligations of the Association, it shall not give rise to a Specific Assessment against Lots/Units benefited.

- (c) Unique Feature Special Assessment. If, based on the Governing Documents in effect at the time, the general maintenance or operation obligations of the Association include maintenance of (1) decks, (2) patios, (3) carports, and (4) fences located on Lots (but only those fences the Association is responsible for under Section 4.01 and Exhibit B to the Second Amendment) (altogether herein “Unique Features”), a Unique Feature Special Assessment may be levied for costs of improvements or repairs related to the Association’s duty to maintain and repair Unique Features (herein “Unique Feature Special Assessment”). The aggregate amount of any such Unique Feature Special Assessment shall be determined by the cost of such improvements, repairs, or maintenance, including all overhead and administration costs, and all attorney fees and costs, if any, and shall be allocated among the Lots/Units by calculating the total costs and dividing the same by the total number of Lots/Units in the Association, resulting in the “Per Lot/Unit Cost”. Each Lot/Unit which does not directly benefit from the repair or maintenance of the Unique Feature(s) giving rise to the Unique Feature Special Assessment shall be assessed 50% of the Per Lot/Unit Cost. The remaining costs of the improvements, repairs, or maintenance of the Unique Feature(s) shall be assessed, in equal shares, to the Lots/Units directly benefiting from the maintenance, replacement or repair of the Unique Features giving rise to the Unique Feature Special Assessment. Such Unique Feature Special Assessment may also be made in advance of the performance of work requested to be furnished by the Association. EXAMPLE: If the Association has 159 Lots and incurs \$200,000 in costs repairing Unique Features benefiting 100 Units/Lots, the non-benefiting Units/Lots shall each pay \$629 of the costs (half of the Per Lot/Unit Cost), and the benefiting Lots/Units shall each pay \$1,629 of the costs. A Unique Feature Special Assessment permitted herein requires the approval of the Owners consistent with the voting requirements for approval of a Special Assessment described in Section 13.08. A Special Assessment authorized under Section 13.08 may be used for the cost of any maintenance, repair, or replacement of Unique Features, but only up to the \$500 limit set forth in Section 13.08. Any amounts above that limit must be assessed under this Subsection (c). For clarity, a Unique Feature Special Assessment is not a Special Assessment for purposes of Section 13.09’s uniform-rate requirement.

SIGNATURES ON NEXT PAGE

INDEPENDENCE AVENUE OWNERS ASSOCIATION

By: _____
Its: Board President

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On this _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that they are the President and authorized representative of Independence Avenue Owners Association and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledged to me that they executed the same.

Notary Public
Residing at: _____
My Commission Expires: _____

Exhibit "A"
Legal Description (159 total Lots/Units)

Lots 1 - 24, INDEPENDENCE AVENUE PLAT A, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Serial # 42:058:0001 through 42:058:0024

Lots 25 - 57, INDEPENDENCE AVENUE PLAT B, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Serial # 42:062:0025 through 42:062:0057

Lots 58 - 92, INDEPENDENCE AVENUE PLAT C, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Serial # 42:067:0058 through 42:067:0092

Lots 93 through 128, INDEPENDENCE AVENUE PLAT D, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Serial # 42:076:0093 through 42:076:0128

Lots 129 - 159, INDEPENDENCE AVENUE PLAT E, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Serial # 42:077:0129 through 42:077:0159