



ENT 31198:2017 PG 1 of 23
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Mar 31 2:30 pm FEE 55.00 BY DA
RECORDED FOR GURNEY, ROBERT

WHEN RECORDED, RETURN TO:

Leilani C. Marshall
Sundance Group, LLC
3400 N. Ashton Blvd., Suite 175
Lehi, Utah 84043

Affects Tax Parcel No. 52:281:0013

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration"), is made and entered into as of the 7th day of February, 2017, by and between SUNDANCE VILLAGE HOLDINGS, LLC, a Utah limited liability company having a mailing address at 3400 N. Ashton Blvd., Suite 175, Lehi, Utah 84043 ("SVH"), and WILLIAM AND ELIZABETH ATHERTON ("Buyer").

RECITALS

WHEREAS, Seller is the owner and is willing to sell real property located in Utah County, more particularly described as 8909N. Timphaven Dr., Sundance, Utah, with a serial number of 52:281:0013 (herein the "Property"). A legal description of the Property is attached as Exhibit A.

WHEREAS, in conjunction with SVH's conveyance of the Property to Buyer, SVH desires to bind Buyer to, and Buyer desires to be bound by, certain restrictive covenants as set forth in this Declaration

WHEREAS, Buyer expressly acknowledges that SVH would not sell the Property but for Buyer agreeing to the terms of this Declaration.

DECLARATION

The parties therefore agree as follows:

1. Recitals Incorporated. The recitals set forth above are an integral part of this Declaration, are true and correct, and are incorporated herein by this reference.
2. Assignment. SVH reserves the right to assign this Declaration or any of its terms or covenants to any party without the consent of Buyer.
3. Covenant to Enter Property into Rental Pool. Buyer hereby covenants to include the Property in the Sundance Mountain Resort lodging rental pool. Buyer shall contemporaneously sign the Rental Management Agreement, attached as Exhibit B.

4. Third-Party Beneficiary. This Declaration is made for the benefit of Sundance Partners, Ltd. (d/b/a Sundance Mountain Resort) and its successors and assigns.

5. Default.

- a. Default; Event of Default. As used herein: (a) a "Default" has occurred if Buyer violates any term, provision, or covenant of this Declaration; and (b) an "Event of Default" has occurred (i) if such Default is reasonably capable of being cured, as determined by SVH, within 15 days after Buyer is given written notice thereof (the "Default Notice") by SVH, but is not cured within the 15-day period, or (ii) if such Default is not reasonably capable of being cured, as determined by SVH, within a 15-day period, Buyer either does not begin curing it within such 15-day period, or does not thereafter diligently proceed to complete the cure, and in any event does not cure such Default within 30 days after the Default Notice is given.
- b. Rights on Event of Default. If an Event of Default occurs, SVH may terminate this Declaration, shall have a cause of action to recover damages and injunctive relief, and may exercise all other rights and remedies at law or in equity on account thereof. SVH's remedies specified herein shall not be exclusive, but shall be cumulative.
- c. Seller Default. A "Seller Default" shall occur if the Rental Management Agreement is terminated pursuant to Section 2(e) or Section 2(f) of the Rental Management Agreement.
- d. Rights upon Seller Default. If a Seller Default occurs, Buyer may terminate this Declaration.

6. Jury Trial Waiver. SVH and Buyer hereby waive any right to a trial by jury in connection with any suit or proceeding at law or in equity brought by SVH or Buyer concerning, or otherwise relating to, this Declaration due to a Default, an Event of Default, or otherwise.

7. Notices. All notices made under this Declaration shall be in writing and shall be given by personal delivery to a responsible person by deposit in the United States mail (certified mail, return receipt requested, postage prepaid) or by express delivery service, freight prepaid. Notices shall be delivered or addressed to SVH and Buyer at the following addresses, or at such other address as SVH and Buyer may designate in writing:

SVH: General Counsel
Sundance Village Holdings, LLC
3400 N. Ashton Blvd., Ste. 175
Lehi, UT 84043

Buyer: William Atherton
2635 E. 2940 S.

Salt Lake City, UT 84109

8. General Provisions.

a. Construction. This Declaration shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

b. Amendment. SVH may amend any portion of this Declaration only by a written instrument executed by the parties obligated or benefited by such portion of this Declaration and recorded in the Office of the Utah County Recorder.

c. Partial Invalidity. If any provision of this Declaration or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

d. Counsel. Each of the parties has been or has had the opportunity to be represented by his, her, or its own counsel in connection with the negotiation and preparation of this Declaration and, consequently, each party waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Declaration, including any rule of law to the effect that any provision of this Declaration will be interpreted or construed against the party whose counsel drafted that provision.

e. Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

f. Effect. This Declaration shall become effective on its execution and represents the complete understanding, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, premises, statements or agreements, between them as to its subject matter. SVH or Buyer shall not be deemed to have waived exercise of a right hereunder unless the waiver is made expressly and in writing. The delay or omission by SVH or Buyer in exercising a right shall not be deemed a waiver of its future exercise. No waiver made in any instance of exercise of a right shall be deemed a waiver as to any other instance or right.

g. No Relationship. The parties shall not, by entering into this Declaration or by performing any obligation under this Declaration, become principal and agent, limited or general partners, joint venturers, or any other similar relationship with respect to each other in the conduct of their respective businesses.

h. Covenants Run With the Land. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and be binding upon the Property and any person having any fee, leasehold or other interest therein, and shall inure to the benefit of SVH, and its successors and assigns.

i. Buyer's Acceptance. The grantee of the Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Buyer or from any subsequent owner of the Property or any portion thereof, shall accept such deed or contract upon and subject to each and all of the covenants, conditions, restrictions, duties and obligations contained in this Declaration. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations set forth herein.

j. Term. The covenants, conditions and restrictions contained in this Declaration shall be effective upon recordation and shall remain in full force and effect thereafter in perpetuity, unless and to the extent this Declaration is modified, amended, canceled or terminated in accordance with Section 8(b) hereof.

[Signatures follow on next pages]

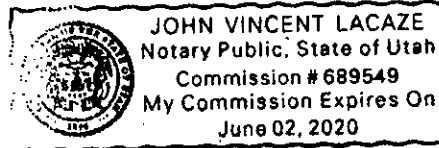
IN WITNESS WHEREOF, SVH and Buyer have signed this Declaration as of the date first above written.

SVH:

Sundance Village Holdings, LLC, a Utah limited liability company

By: [Signature]
Name: Robert Gurney
Its: Assistant General Counsel

STATE OF UTAH)
) :SS.
COUNTY OF UTAH)



The foregoing instrument was acknowledged before me this 7 day of February, 2017, on behalf of Sundance Village Holdings, LLC, a Utah limited liability company, by Robert Gurney, its Asst Gen. Counsel.

[Signature] John LaCaze
NOTARY PUBLIC
Residing at: 1116 East South Temple Unit 3
SLC, UT 84102

My Commission Expires:

June 2, 2020

BUYER:

William Atherton

William Atherton

Elizabeth Atherton

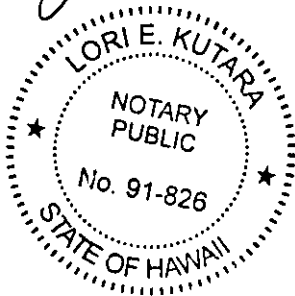
Elizabeth Atherton

Hawaii
STATE OF ~~UTAH~~ L.K.)

:SS.

COUNTY OF ~~UTAH~~ L.K.)
Honolulu

The foregoing instrument was acknowledged before me this 6th day of February, 2017, by Lori Kutara.

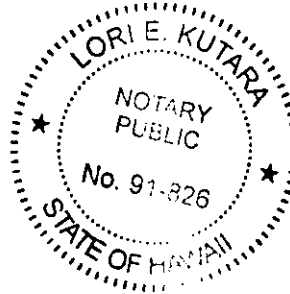


[Signature]
NOTARY PUBLIC

Residing at: 960 Magnificent St.
Hon. HI. 96819

My Commission Expires:

11.28.19



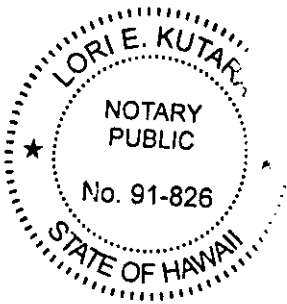
Hawaii
STATE OF ~~UTAH~~ L.K.)

:SS.

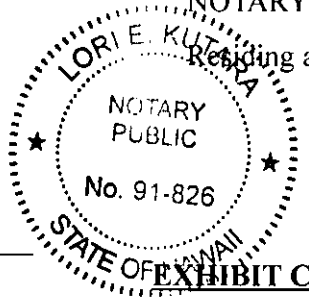
COUNTY OF ~~UTAH~~ L.K.)
Honolulu

Doc. Date: <u>Updated</u>	# of Pages: <u>18</u>
Notary Name: <u>Lori E. Kutara</u>	First Circuit
Doc. Description: <u>Purchase and Sales Agreement</u>	
<u>[Signature]</u>	<u>2-6-17</u>
Notary Signature	Date

The foregoing instrument was acknowledged before me this 6th day of February, 2017, by LORI KUTARA.



[Signature]
LORI KUTARA
NOTARY PUBLIC



Residing at: 960 Maunapuna St.
Honolulu, 96819

My Commission Expires:

11-28-19

Doc. Date: <u>Undated</u>	# of Pages: <u>18</u>
Notary Name: <u>Lori E. Kutara</u>	First Circuit
Doc. Description: <u>Purchase of Sales Agreement</u>	
<i>[Signature]</i>	<u>2-6-17</u>
Notary Signature	Date

SUNDANCE MOUNTAIN RESORT BOOKINGS

13A

- 2/5-2/8
- 2/10-2/12
- 2/16-2/26
- 3/1-3/4
- 3/6-3/9
- 3/23-4/27
- 4/18-4/20
- 6/1
- 6/4-6/8
- 8/4-8/5
- 8/14-8/16
- 9/24-9/30
- 10/3-10/4
- 10/13

13B

- 2/6-2/10
- 2/13-2/15
- 2/17-2/22
- 2/23-3/5
- 3/7-3/8
- 4/18-4/20
- 6/1
- 6/4-6/8
- 8/4-8/5
- 8/14-8/16
- 9/24-9/30
- 10/3-10/4
- 10/13

13C

- 2/18-2/18
- 3/7-3/8
- 4/18-4/20
- 6/1
- 6/4-6/8
- 8/4-8/5
- 8/14-8/16
- 9/24-9/30
- 10/3-10/4
- 10/13



ENGINEERS
SURVEYORS
PLANNERS

Exhibit A

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR MANDAN 13

UNIT 13, FIRST SUPPLEMENTAL RECORD OF SURVEY MAP OF SUNDANCE COTTAGES, AN EXPANDABLE UTAH CONDOMINIUM PROJECT CONTAINING CONVERTIBLE LAND, PART OF SUNDANCE RECREATIONAL RESORT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED MAY 20, 1987, AS ENTRY NO.19867, AND MAP FILING NO.3452, THE FIRST SUPPLEMENTAL RECORD OF SURVEY MAP RECORDED AUGUST 7, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO.30293, MAP FILING NO.3490, ARM 39, THE SECOND SUPPLEMENTAL RECORD OF SURVEY MAP RECORDED OCTOBER 21, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO.39178, MAP FILING NO.3524, ARM 39, AND THE AMENDMENT TO RECORD OF SURVEY MAP, FIRST SUPPLEMENTAL RECORD OF SURVEY MAP, AND SECOND SUPPLEMENTAL RECORD OF SURVEY MAP RECORDED NOVEMBER 23, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO.42825, MAP FILING NO.3534, ARM 39, (AS SAID RECORD OF SURVEY MAP, FIRST SUPPLEMENTAL RECORD OF SURVEY MAP, SECOND SUPPLEMENTAL RECORD OF SURVEY MAP, AND AMENDMENT TO RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE CONDOMINIUM DECLARATION THEREFORE RECORDED MAY 20, 1987, IN SAID OFFICE OF IN UTAH COUNTY, UTAH, AS ENTRY NO. 19868, IN BOOK 2417, AT PAGE 379, IN THE FIRST AMENDMENT TO CONDOMINIUM DECLARATION RECORDED JUNE 2, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 21563, IN BOOK 2421, AT PAGE 254, THE SECOND AMENDMENT TO CONDOMINIUM DECLARATION RECORDED AUGUST 7, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 30294, IN BOOK 2440, AT PAGE 488, IN THE THIRD AMENDMENT TO CONDOMINIUM DECLARATION RECORDED OCTOBER 31, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 39179, IN BOOK 2461, AT PAGE 685, AND IN THE FOURTH AMENDMENT TO CONDOMINIUM DECLARATION RECORDED NOVEMBER 23, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 42826, IN BOOK 2470, AT PAGE 563 (AS SAID DECLARATION, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, AND FOURTH AMENDMENT MAY HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE RESPECTIVE UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AND FACILITIES WHICH ARE APPURTENANT TO SAID UNITS AS ESTABLISHED BY SAID RECORD OF SURVEY MAP, SUPPLEMENTAL RECORD OF SURVEY MAP, SECOND SUPPLEMENTAL RECORD OF SURVEY MAP, AMENDMENT TO RECORD OF SURVEY MAP, CONDOMINIUM DECLARATION, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, AND FOURTH AMENDMENT AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH INTEREST RELATES.

SAID CONDOMINIUM PROJECT IS SITUATED WITHIN THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE CORNER COMMON TO SECTIONS 10, 11, 14, AND 15, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°07'

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660
Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065
Boise Office: 2040 S. Eagle Road • Meridian, ID 83642

☎ 801.798.0555 ☎ 801.798.9393
☎ 801.495.2844 ☎ 801.495.2847
☎ 208.846.9600

50" EAST 168.25 FEET; THENCE NORTH 49°01'00" EAST 497.93 FEET; THENCE NORTH 0°50'00" EAST 259.71 FEET; THENCE ALONG THE ARC OF A 211.27 FOOT RADIUS CURVE TO THE RIGHT 89.51 FEET, THE CHORD OF WHICH BEARS NORTH 66 ° 55'14" EAST 88.85 FEET; THENCE ALONG THE ARC OF A 87.70 FOOT RADIUS CURVE TO THE LEFT 66.28 FEET, THE CHORD OF WHICH BEARS NORTH 57°24'22" EAST 64.72 FEET; THENCE

NORTH 92.23 FEET; THENCE NORTH 42°57'18" WEST 329.41 FEET TO THE SOUTHEAST CORNER OF THE KENNETH FRANCK PROPERTY DESCRIBED AS LOT "A" AND LOT "B" ON ADMINISTRATIVE'S DEED #6437; THENCE ALONG THE SOUTH LINE OF SAID FRANCK PROPERTY SOUTH 89°52'10" WEST 293.71 FEET TO THE EAST LINE OF TIMPHAVEN HOMES PLAT "2"; THENCE SOUTH 0°07'50" EAST ALONG SAID PLAT LINE 820.35 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS; THE SECTION LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 11 AND THE WEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 0°07'50" WEST.

TOGETHER WITH (1) A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, ALONG, AND ACROSS THE PROPERTY DESCRIBED IN THE IMMEDIATELY SUCCEEDING PARAGRAPH (THE "SERVIENT TENEMENT") FOR PEDESTRIAN AND VEHICULAR INGRESS TO AND EGRESS FROM THE PROPERTY DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "DOMINANT TENEMENT"); AND (2) A PERPETUAL, NON-EXCLUSIVE EASEMENT IN, THROUGH, ALONG, AND ACROSS THE SERVIENT TENEMENT TO INSTALL, USE, KEEP, MAINTAIN, REPAIR, AND REPLACE, AS REQUIRED, UTILITY LINES, PIPES, AND CONDUITS OF ALL TYPES FOR THE BENEFIT OF AND APPURTENANT TO THE DOMINANT TENEMENT,

BEGINNING AT A POINT ON THE EASTERLY FEE TITLE BOUNDARY OF SUNDANCE COTTAGES, A UTAH CONDOMINIUM PROJECT, SAID POINT BEING NORTH 487.69 FEET AND EAST 516.31 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 87.70 FOOT RADIUS CURVE TO THE LEFT 12.43 FEET, THE CHORD OF WHICH BEARS NORTH 31°41'31" EAST 12.42 FEET; THENCE NORTH 27°37'50" EAST 167.29 FEET; THENCE ALONG THE ARC OF A 98.81 FOOT RADIUS CURVE TO THE RIGHT 18.28 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE ALPINE LOOP HIGHWAY, THE CHORD OF WHICH BEARS NORTH 32°55'47" EAST 18.25 FEET; THENCE ALONG THE ARC OF A 578.72 FOOT RADIUS CURVE TO THE RIGHT 30.30 FEET ALONG SAID RIGHT OF WAY, THE CHORD OF WHICH BEARS NORTH 42°33'01" WEST 30.30 FEET; THENCE ALONG THE ARC OF A 128.81 FOOT RADIUS CURVE TO THE LEFT 28.68 FEET, THE CHORD OF WHICH BEARS SOUTH 34 °00'35" WEST 28.62 FEET; THENCE SOUTH 27°37'50" WEST 124.06 FEET TO THE EASTERLY FEE TITLE BOUNDARY OF SAID COTTAGES; THENCE SOUTH 62.79 FEET ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS SET FORTH AS FOLLOWS:

AN EASEMENT DEED RECORDED DECEMBER 18, 1986, AS ENTRY NO. 43593, IN BOOK 2367, AT PAGE 207, UTAH COUNTY RECORDER'S OFFICE.

AN EASEMENT DEED RECORDED DECEMBER 18, 1986, AS ENTRY NO. 43595, BOOK 2367, AT PAGE 215, UTAH COUNTY RECORDER'S OFFICE.

AN EASEMENT DEED RECORDED DECEMBER 18, 1986, AS ENTRY NO. 43599, IN BOOK 2367, AT PAGE 230, UTAH COUNTY RECORDER'S OFFICE.

Exhibit B

RENTAL MANAGEMENT AGREEMENT

SUNDANCE

Cottages Rental Management Agreement

This Sundance Cottages Rental Management Agreement (the "Agreement") is made and entered into this 7th day of February, 2017, by and between SUNDANCE PARTNERS, LTD., a Utah limited partnership (the "Manager"), and the undersigned owner or owners (the "Owner").

1. EXCLUSIVE MANAGEMENT ARRANGEMENTS.

- (a) Owner owns that certain cottage unit(s) known as unit(s) Mandan 13 (the "Unit" or "Units" as applicable). The Owner appoints Manager and Manager accepts appointment as the sole and exclusive agent to manage, act as rental agent for, and rent the Unit to the general public on the terms and conditions set forth herein. The Owner expressly agrees that no other person or entity, including the Owner, will be permitted to rent the Unit to the general public or anyone else during the term of this Agreement.
- (b) If Owner accepts any rent for any use of the Unit from anyone without concurrently remitting to Manager the compensation payable to Manager under this Agreement, Manager may immediately terminate this Agreement by written notice to Owner. However, Owner's obligation to remit such compensation to Manager shall survive such termination.

2. TERM AND TERMINATION OF AGREEMENT.

- (a) The term of this Agreement shall commence and become effective once executed by both parties and shall continue in perpetuity in accordance with the Declaration filed with the Utah County Recorder, unless otherwise terminated in writing as provided herein.
- (b) Sundance may terminate this Agreement at any time without cause, upon not less than ninety (90) days' prior written notice to the other party via registered mail.
- (c) If the Owner maintains a delinquent account for more than sixty (60) days after the last Owner's statement has been sent to the Owner, or is otherwise in breach of this Agreement, the Manager may terminate this Agreement upon ten (10) days written notice to the Owner.
- (d) If a foreclosure proceeding is pending against the Unit, Manager may terminate this Agreement upon ten (10) days written notice to the Owner.
- (e) Owner may terminate this Agreement if Manager commits a material breach. Owner shall give Manager 60 days' written notice specifying with particularity the condition, act, omission, or course of conduct asserted to constitute such material breach. The agreement may not be terminated under this provision if during such 60 day period the defaulting party has cured, corrected, or eliminated such material breach or has taken steps to cure, correct, or eliminate such material breach, which steps, if diligently prosecuted to a conclusion, are reasonably designed to effect a cure, correction, or elimination.
- (f) Owner may terminate this Agreement if Sundance Mountain Resort changes ownership.
- (g) Such termination shall be subject, however, to any pre-existing rental reservations for the succeeding 12 months booked by Manager prior to Owner receiving the notice of termination. If this Agreement is terminated for any reason, any advance reservation(s) for the Unit shall be the property of Manager. Manager will make its best effort to move said reservation(s) to like accommodations(s). If however, comparable accommodations(s) are not available, Owner agrees to honor said

reservation(s), or indemnify and hold Manager harmless from all expenses, costs and damages incurred by Manager or such guests as a result of Owner's refusal to honor said reservations(s).

3. RENTAL RATES.

- (a) The Owner authorizes Manager to establish and modify the range of rates at which Manager shall rent the Unit. Rates will be established based on a number of factors, including without limitation occupancy levels, view classification, class of furniture and amenities within the Unit, seasonal demand, changes in operating costs, rates of competitive properties, and other conditions applicable in the competitive market. Manager shall also have the right to make changes to rates then in effect in circumstances such as, but not limited to, continuous occupancy by the same guest, group rental, low season rental, and other extraordinary circumstances.
- (b) For business purposes, Manager shall have the right from time to time to provide complimentary lodging, but will absorb all necessary cleaning costs and repairs resulting from such complimentary occupancy. Complimentary use of the Unit will be limited to a total of 7 nights per year.
- (c) Manager will set such maximum and minimum occupancy requirements and other terms of occupancy as Manager deems appropriate.

4. MANAGEMENT FEES AND CANCELLATION FEES.

- (a) As compensation for the services provided under this Agreement, Owner shall pay Manager fifty-five percent (55%) of the net rental revenue received from the rental of the Unit. As used herein, net rental revenue means gross rental revenue less all applicable sales, use and transient room taxes, and all sales and commissions related to travel agents, contracted independent sales representatives, wholesalers, internet bookings, airline and/or central reservations systems, credit card companies, and incentive packages. Gross rental revenue does not include fees and incentives as determined by Manager such as reservation fees or guest amenities charges such as breakfast, lift tickets etc. Manager shall receive \$10.00 per reservation to maintain the central reservations service.
- (b) Manager is hereby authorized to pay itself the compensation to which it is entitled from net rental revenue it receives from the rental of the Unit. Manager shall pay to the Owner the remaining balance of the net rental revenue after deducting therefrom maintenance and repair costs, the cost of replacing the equipment and supplies listed on Exhibit "A" attached hereto and by this reference made a part hereof, in order to maintain the minimum number of such items listed on Exhibit "A", and any other expenses which Owner is to pay under the provisions of this Agreement and which Manager pays or incurs on behalf of Owner pursuant to the provisions of this Agreement.

5. DUTIES OF MANAGER.

Manager agrees to use its best efforts to rent the Unit to the general public and to provide the following services, all at its sole cost and expense, except as otherwise specifically provided herein:

- (a) Provide regular housekeeping, routine maintenance and repairs, and guest information services. However, the cost of all maintenance and repairs shall be paid by Owner.
- (b) Maintain a marketing plan which will include, at Manager's sole discretion, a professionally trained on-property sales and marketing staff, convention and conference service and coordinators, on going public relations efforts, familiarization trips for selected media and travel consultants, direct mail programs, and creation and distribution of brochures and selected media campaigns.
- (c) Screen all guests as to number in their party and whether pets are present. Instruct all guests about the proper care and use of the Unit. Direct or escort the guests to the Unit, taking the time to point out features and particular requirements.

- (d) Use all lawful means to evict guests from the Unit in the event Manager deems it necessary to do so.

6. HOUSEKEEPING.

- (a) Manager shall clean, prepare and maintain the Unit for rental occupancy. In order to maintain it in first-class, rentable condition, Manager, at its discretion, may perform thorough cleanings during low rental periods up to two times per year, including, but not limited to, professional window cleaning, cleaning and maintaining all carpeting, furnishings, drapery and upholstery, and chimney sweeping. Manager shall ensure that dishware and kitchenware are in good and usable condition, and shall maintain the minimum number of each of the items listed on Exhibit "A" attached. All costs will be the responsibility of the Owner.
- (b) Housekeeping rates shall increase annually to reflect changes in the consumer price index. See attached Exhibit B, Housekeeping Rate Schedule.

7. CONDITION OF UNIT AND COMMON AREAS.

- (a) All furniture must meet minimum requirements as specified by Manager as set forth in the attached "Exhibit A, Replacement Furnishings." Manager will from time to time, require Owner, at Owner's expense, to replace furniture and/or decorations in the Unit in order to maintain same in a manner and condition suitable and comparable to that of a recognized resort operation of high quality for rental accommodations. Types, colors, and specifications of replacement furniture, furnishings, accessories and decorations for the Unit shall be subject to approval by Manager, provided such approval shall not be unreasonably withheld.
- (b) If Owner neglects to take or authorize action on any refurbishment required by Manager, within thirty (30) days of notification by Manager, Manager shall be authorized to terminate this Agreement or remove the Unit from the rental program until such time as the refurbishment has been completed by Owner. Manager reserves the right to be the sole distributor, at Owner's expense, of certain rental packages, including but not limited to, specified linens and kitchen packages, appliances and accessories.
- (c) Owner understands and hereby acknowledges that wear and tear on personal property are part of the rental costs incurred by Owner. Manager agrees to take reasonable precaution in screening Unit renters. Manager agrees to make reasonable efforts to recover costs that are incurred by owner that are not "normal wear and tear", including replacement of unaccounted for furnishings and supplies.
- (d) Owner authorizes Manager to make or cause to be made, at Owner's expense, all repairs or replacements, including replacements of linen and kitchen inventories, necessary to maintain the Unit in rentable and high quality condition. Manager agrees to secure the approval of the Owner for any expenditure in excess of Five Hundred Dollars (\$500) per item including any contract with subcontractor that, in the sole judgment of Manager, are necessary to rent the Unit.
- (e) Manager may, at its discretion, set time limits for correcting deficiencies in the Unit and its surrounding grounds. If the Owner chooses not to correct specified items, Manager reserves the right to suspend rental of the Unit under this Agreement until the Owner returns the Unit and its surrounding grounds to first-class, rentable condition.
- (f) At its cost Manager may, from time to time, engage an independent service to evaluate the Unit and its surrounding grounds and to make recommendations on improvements necessary to maintain the Unit as a competitive rental property.
- (g) Owner is responsible to ensure that a contract has been made through its respective homeowners Association for winter maintenance to provide safe access and egress from each Unit. Snow

removal on decks is also the responsibility of the Owner. If third parties companies are contracted to provide such services they must provide the necessary insurance indemnifications for the owner and/or the homeowners association. By way of this Agreement the Owner acknowledges Manager is not responsible or liable for damages or injuries to individuals as a result of improper or unsafe conditions of said areas.

8. REPLACEMENT MINIMUM FURNISHING REQUIREMENTS.

The Replacement Minimum Furnishing Requirements attached as Exhibit A are incorporated herein by this reference. Manager shall use reasonable efforts to maintain the inventory in the Unit, and restock the Unit at Owner's expense. The Minimum Furnishings Requirements may be updated by Manager from time to time to reflect industry standards. The Unit must be compliant with the Replacement Minimum Furnishings List; otherwise, Manager may replace items at Owner's expense.

9. TERRY AND LINEN PROGRAM.

Manager shall maintain the "Terry and Linen Program" including renting and maintaining bed and bath linens for each Unit. Owner agrees that the linens rented shall be maintained by the Manager until termination of this Agreement.

10. MAINTENANCE AND REPAIRS.

- (a) To achieve efficient operations and maximize occupancy of the Unit under this Agreement, Manager shall be authorized, but not required, to make minor repairs to the Unit and to deduct the cost thereof from the rental revenue payable to the Owner. The cost of all labor and materials for repairs and maintenance of the Unit performed by Manager or its employees shall be paid by Owner at the hourly rate of forty-five (\$45.00) dollars per hour, which rate shall increase annually to reflect changes in the consumer price index. For purposes of this Section, the term "minor repairs" shall mean any one repair which does not exceed \$500 in cost. Manager shall not make any repairs or replacements to the Unit which cost more than \$500 without first obtaining the approval of the Owner or the Owner's designated agent, except in the following circumstances.
 - (i) In the case of an emergency, where action is required to avoid injury to persons or damage to property, or
 - (ii) Manager is unable, after reasonable effort, to contact the Owner or Owner's agent, Manager, in its sole discretion, may cause repairs or replacements to be made to the Unit. In such event, there shall be no limit upon expenditures which Manager may undertake on behalf of the Owner. All such costs will be charged against the rental revenue generated by the Unit for the period in which the work was completed, unless said revenues are insufficient to cover the cost of said work, in which event the Owner shall immediately pay such excess costs.
- (b) For any major repair, or maintenance work (above \$500) including construction, arranged for by Manager and performed in the Unit by outside contractors, Owner shall pay the cost of such work, plus pay Manager an administrative fee of forty-five (\$45.00) dollars per hour or ten percent (10%) of the amounts charged, whichever is greater, for such work to cover the handling, supervision and payment on behalf of the Owner. If the 10% Construction Supervision Fee is less than \$100, Owner shall pay a minimum Construction Supervision Fee of \$100.00 per occurrence.
- (c) Owner will have access to all labor and material receipts associated with all repairs and replacements undertaken by Manager.

11. EMPLOYEES.

Manager shall hire, supervise and discharge all employees, agents and contractors required for the operation and the maintenance of the Unit. All such agents, employees and contractors shall be those of Manager and not the Owner. Manager may perform any of its services through such employees, agents or contractors in its sole discretion. Manager shall not be responsible for any employee malfeasance, misfeasance, or for any of their acts outside the scope of their employment. Owner may not hire any employees directly without express written permission of Manager.

12. ACCOUNTING.

- (a) Manager shall provide a written monthly accounting to the Owner which reflects all income received and expenses incurred by Manager with respect to the Unit. Manager shall provide such accounting postmarked no later than thirty (30) days after the end of each monthly accounting period. Manager shall mail all rental income, net of expenses incurred in accordance with the terms of the Agreement, to Owner within thirty (30) days after the end of the month in which the rental income was received. In the event of the termination of the Agreement, Manager shall account to the Owner within sixty (60) days of the termination of the contract, pending future reservations, for all income and expenses related to the Unit.
- (b) Manager shall not be required to keep any rental deposits for the Unit or funds of Owner separated from its general accounts.
- (c) In the event of termination of this Agreement, Manager shall account to Owner within sixty (60) days of the termination date for all income and expenses related to the rental of Owner's Unit.
- (d) In the event Owner incurs charges at the Sundance Resort which are unrelated to the upkeep of the Unit and which Owner fails to pay promptly, Owner hereby agrees that Manager may, at its sole discretion, offset such charges against amounts payable to the Owner hereunder and/or terminate this Agreement.
- (e) The Owner and Manager hereby expressly acknowledge and agree that no revenues from the rental of the Unit will be pooled or shared with revenues from any other properties.
- (f) In the event Manager commences legal action against Owner for any amounts properly due Manager by Owner pursuant to this Agreement, Owner shall be responsible for all costs, including but not limited to reasonable attorney's fees, expert fees and costs.

13. COSTS, EXPENSES AND RESPONSIBILITIES OF OWNER.

The Owner shall be responsible for the performance of all other duties and the payment of all other costs and expenses associated with the ownership of the Unit, including, but not limited to:

- (a) The payment of all utility charges, Homeowner association and North Fork Special Service District assessments, basic telephone service charges, the payment of cable TV hookup charges, the payment of all media and IT amenities and equipment and media installation charges, the payment of all long distance telephone charges incurred while the Owner or Owner's guests occupy the Unit; the payment of the cost of all maintenance (except regular housekeeping), repairs and replacement of fixtures, furniture, appliances, household goods and all other interior furnishings specified in Exhibit "A" and the payment of any and all hot tub maintenance and repair. Should the Owner fail or neglect to pay any charges in a timely manner, Manager may, at its sole discretion, pay them at Owner's expense to avoid the interruption of services to the Unit or keep the Unit in first-class rentable condition. Additionally, in the event Owner fails to pay any Homeowner association or North Fork Special Service District assessments when due, Manager shall have the right to terminate this Agreement or remove the Unit from the rental program until such time as the assessments are paid in full and no default exists.

- (b) The payment of all mortgages, debts and other liens on the Unit.
- (c) The payment of all premiums to maintain the Owner's own basic fire, casualty, liability and personal property insurance on the Unit. Owner shall furnish a certificate of insurance to Manager annually.
- (d) The payment of taxes and licenses, excluding sales/use taxes and transient room taxes, but including all business license charges imposed as a result of Owner's ownership of the Unit.
- (e) In the event Owner fails to pay any HOA assessments when due, Manager shall have the right to terminate this Agreement or remove the Unit from the rental program until such time as the assessments are paid in full and no default exists.
- (f) If more than one Owner owns the Unit, such Owners shall designate one agent or owner as the responsible party for the purposes of the communications, notices and authorization required under this Agreement. Owner shall complete the Owner Information Contact form attached hereto.
- (g) Other persons/Owners having authority to enter or reserve the Unit, or to contact in event of emergency must be listed below on this Agreement.

14. ALLOCATION OF RESERVATIONS.

Owner acknowledges that Manager will be acting as rental agent for the Owners of other units in the Sundance Resort and for the owners of other condominiums and Units in the Sundance community. Manager will rent the available inventory pursuant to normal industry practices. As is typical in the hospitality industry, rooms commanding higher rental rates, as determined by Manager, may be given priority over other rooms. Owner acknowledges that both the ability of the Manager to rent units and the selection of particular units within the rental program for rental will be subject to, among other things, (a) guest requests, (b) factors that differentiate units with the rental program, such as size, location, view, type of unit, class of furnishings and amenities within a unit, and other relevant factors, (c) usage (and rights of usage) of the unit by owner and its guests, and (d) remaining length of the term. Owner acknowledges that the Unit may not be rented for the same or substantially the same number of nights, and may not receive the same or substantially the same net rental incomes, as other units participating in the rental program. OWNER ACKNOWLEDGES AND AGREES THAT MANAGER MAKES NO GUARANTEES, WARRANTIES OR REPRESENTATIONS AS TO THE NUMBER OF RENTAL NIGHTS OR AMOUNT OF RENTAL INCOME TO BE GENERATED BY THE RENTAL AND/OR MANAGEMENT OF OWNER'S UNIT UNDER THIS AGREEMENT.

15. USE BY OWNER AND GUESTS.

The Owner and any guests designated by him may occupy the Unit at any time on the following terms and conditions; provided, however, that the Owner must follow routine reservation procedures and notify Manager of the identity of all occupants before they occupy the Unit:

- (a) Except as otherwise provided in this Section 15, the Owner and any guests designated by him may occupy the Unit at any time at no charge, except for any housekeeping costs as described in this Section 15.
- (b) Owner shall be required to participate in the rental pool for a minimum of 60% of the year or 219 nights per year, including a minimum of 30 weekends per year. Weekends are defined as Friday and Saturday consecutively for a total of sixty weekend nights. The Owner shall be required to notify Manager by August 1st of each year of his intent to use the Unit during the following calendar year or years, including the Christmas holiday period. Owner may provide multiple years in advance if preferred. In the event Manager has reserved the Unit for occupancy at the time Manager received notice of the Owner's intent to use his Unit, Manager shall use reasonable efforts to transfer prior reservations to some other property in the rental program if, but only if, in Manager's sole judgment, doing so will neither unduly disrupt the rental program nor impose a burden on its rental guests. In

the event a transfer cannot be made, prior rental of the Unit shall take priority over the use of the Unit by Owner, its guests or invitees. Manager shall make reasonable efforts to find substitute accommodations for Owner at Owner's sole expense. Owner's request for occupancy is not guaranteed until confirmation is sent, in writing, from the Manager.

- (c) Manager reserves the right to sell out all property and Units as far in advance as possible. The Owners/Owners Guest Reservation Calendar sent to Owner will have all known sell out dates blacked out. Reservations will be made on a first come first serve basis. If the Owner makes a request before it is sold out, then his space is protected. If accommodations are sold out prior to Owners request, the Owner's request for occupancy will be denied. The Owner may request to be placed on a waiting list or make other accommodations at Owner's expense.
- (d) Owner agrees that Owner and Owner's guests will register at the front office before entering the Unit. During periods of Owner occupancy, Owner and his guests shall abide by standard check-in and check-out procedures and occupancy rules established by Manager. As of the date of this Agreement, check in time is 3:00 PM and check out time is 11:00 AM. Early check in and late check out will be permitted on a case by case basis arranged in advance with Manager. Provided Owner is not in default hereunder, Owner and Owner's guests are entitled to quiet enjoyment. Guests and Owners agree to abide by Manager's rules of behavior. Should Owner or Owner's guests behavior cause financial harm, Owner shall be responsible for all expenses incurred.
- (e) Owner agrees not to enter the Unit or permit any person, whether family member, repairperson, guest or sales agent to enter the Unit other than the confirmed times of occupancy by the Owner, without prior notification to, approval of and coordination with Manger. Owner acknowledges that Manager, during any period in which the Unit is occupied by Unit renters, has the right to deny such access to protect the privacy of the Unit renters.
- (f) Throughout each occupancy of the Unit by the Owner or their guests, Manager will provide housekeeping services as the Owner or such guests specifically request at the time of booking or check-in and agree to pay for such services at the standard rate charged by Manager. As a minimum, all owner based occupancy will require departure housekeeping service upon check out. Housekeeping rates shall increase annually to reflect changes in the consumer price index. Refer to the Housekeeping Rate Schedule attached hereto as Exhibit B.

16. SALE OF UNIT AND TERMINATION OF LIABILITIES.

- (a) The Owner agrees to notify Manager in writing of Owner's listing of the Unit for sale or of the Owner's placing the Unit on the market for sale by Owner and the identity of listing agents ("Notice of Sale"). The Notice of Sale shall be submitted in writing to Sundance Group, LLC, 3400 N. Ashton Blvd., Ste. 175, Lehi, Utah 84043; and shall constitute the final price Manager must pay to exercise its first right to purchase the unit. Manager unequivocally has 10 business days to respond in writing to the Notice of Sale. For the avoidance of doubt, it is expressly understood that the Notice of Sale constitutes the final purchase price of the property. As such, if Owner is in active negotiations with a potential Buyer(s) of the unit, Owner shall notify Potential Buyer(s) of Manager's first right to the unit and should explore all negotiations/bids prior to submitting the Notice of Sale to Manager. Upon submission of the Notice of Sale to Manager, Owner shall not further modify or negotiate the final purchase price with Potential Buyer(s) or any other party unless and until Manager has expressly declined to exercise its first right.
- (b) If such notice is not received, Manager will not provide access to Unit for showing. Any real estate agent intending to show the Unit must notify and obtain permission from Manager before doing so. If the Unit is occupied, Manager shall make an effort to work with agent on arranging a convenient time to show the Unit after guest has checked out and the Unit has been cleaned. If the Unit is unavailable for showing due to occupancy, Manager will not permit access to the Unit.

- (c) In the event the Unit is sold during the term of this Agreement, Owner agrees that such sale shall be subject to all confirmed reservations for the future rental of the Unit unless such reservations have been relocated by Manager. Owner will cause the purchaser to specifically assume such obligations in writing. This Agreement shall otherwise automatically be terminated on the date of closing for the Unit, subject to this Section, which shall survive termination of this Agreement. Without prejudice to any other right herein or remedy in law or in equity, Owner hereby agrees that Manager may require up to One Thousand dollars (\$1,000.00) be withheld from the proceeds of the sale of the Unit, to be held in a non-interest bearing account by Manager's representative for up to sixty (60) days and to be applied against any monies owed Manager or for any expenses that arise as a result of a reservation not being honored after termination of this Agreement as provided above. After said sixty (60) days Manager shall return the remainder to the Owner with a statement indicating any deductions or offsets made.
- (d) Should Owner owe Manager any monies after termination of this Agreement, Owner shall pay Manager and guarantees Manager payment for all monies owed within fifteen (15) days after written demand from Manager. Manager may, in its sole discretion, apply 100% of Owners portion of the adjusted gross Unit rental income to decrease any delinquent account or monies owed Manger at the time of, or in connection with the termination of this Agreement.
- (e) Manager shall release rental history or accounting information pertaining to the Unit to third parties only upon receiving prior written authorization from the Owner to do so.
- (f) For Sale signs of the Unit may not be visible during occupancy of the Unit. Owner shall be responsible for the removal of all For Sale and/or Realtor signs within twenty-four (24) hours prior to a scheduled occupancy. If signs are not removed, Manager reserves the right to remove such signs.
- (f) Manager reserves the right to restrict rental availability of the Unit once the Owner has placed the Unit on the market for sale.

17. INDEMNIFICATION.

Manager, and/or Sundance Partners, Ltd., Sundance Development Corporation, Sundance Preserve, Inc., Sundance Group, LLC, Sundance Institute, Inc., Robert Redford and Redford family members (collectively the "Sundance Entities") shall not be liable to the Owner for the performance of any act or for its failure to act under this Agreement so long as it is not guilty of gross negligence, or bad faith in such performance or failure. The Owner agrees to indemnify Manager and the Sundance Entities, their respective officers, directors, agents and employees against any loss or threat of losses resulting from any claim or legal proceeding relating to such performance or non-performance, unless such losses or threat of losses is caused by the gross negligence or willful misconduct of Manager or the Sundance Entities. Such indemnification shall include payment of reasonable attorney's fees and other expenses incurred in settling any claim or liability, or incurred in any finally adjudicated legal proceeding. The obligation of the Owner described in this paragraph shall survive the termination of this Agreement by either party hereto and shall inure to the benefit of Manager, the Sundance Entities, their respective officers, directors, managers, partners, agents and employees and their respective personal representatives, successors and assigns.

18. INDEPENDENT CONTRACTORS.

Manager shall be deemed to be an independent contractor and not an employee of the Owner. The parties expressly understand that the relationship created by this Agreement is solely an independent contractor relationship and that nothing contained in this Agreement shall constitute or create any other relationship or to grant either party any right, title or interest in or to any Unit, or in the properties, assets or business activities of either party.

19. AUTHORITY.

If Owner is a corporation, trust or general or limited partnership, each individual executing this Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity. If Owner is corporation, trust, or partnership, Owner shall, within thirty (30) days after execution of the Agreement, deliver evidence to Manager of such authority satisfactory to Manager.

20. FOREIGN OWNERSHIP.

United States tax law imposes on Manager the obligation to withhold taxes on rental income belonging to certain foreign owner(s) of approximately thirty percent (30%) of the gross rent. United States non-resident aliens may avoid a withholding on gross rents by signing and returning a fully complete Form 4224. In order for the form to be valid, it must include a United States Tax Identifying Number and be remitted to Manager no later than January 1st of each year.

United States resident aliens may avoid a withholding on gross rents by signing and returning a United States Form 1078. This form need not be renewed annually unless Owner changes his status from that of a resident alien.

Until Manager receives a statement of United States Citizenship, or one of the two signed forms mentioned above, Manager will be obligated under United States tax law to begin withholding and paying over to the United States Treasury thirty percent (30%) of the foreign Owner's gross rents, or the lesser treaty rate if applicable.

The information contained in this Section 20 is complete to the best of Manager's knowledge and is subject to the actual status of current tax law. Manager recommends that Owner seek competent legal/tax counsel in these matters.

21. NOTICES.

Any notices or communication under this Agreement shall be given in writing and shall be sufficient if personally delivered by hand, by messenger or by courier service, or if sent by facsimile transmission, or if mailed by U.S. Postal Service mail, addressed to Manager at ATTN. General Manager, Sundance Partners, Ltd., RR 3, Box A-1, Sundance, Utah 84604, or to Owner at Owner's address set forth at the end of this Agreement, as the case may be, or at such other address as the respective party may hereafter designate to the other party by notice as herein provided.

22. DEFAULT.

If it becomes necessary for either party to this Agreement to commence legal action to enforce its rights hereunder, the prevailing party shall be entitled to all costs and expenses, including a reasonable attorney's fee and expert fees incurred in such action.

23. PARAGRAPH HEADINGS AND NUMBERS.

The paragraph headings and numbers used in this Agreement are for the purposes of convenience only and shall not affect the interpretation of this Agreement.

24. BINDING EFFECT AND ASSIGNMENT.

This Agreement shall be binding upon the parties hereto, their agents, heirs, representatives, successors in interest and assigns. This Agreement may not be assigned by Owner.

25. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

26. LIABILITY OF MANAGER.

Owner agrees that Manager shall not under any circumstances be liable either directly or indirectly for any accident, injury, breakage or damage of any furniture, appliance, or fixture within the Unit not attributable to the action of the

Manager or any of its employees, agents or servants; nor shall Manager be held responsible for any loss, damage, detention or delay in furnishing materials or failure to perform its duties herein when such is caused by fire, flood, strike, acts of civil or military authorities or by insurrection or riot or by any other cause which is unavoidable or beyond the control of Manager or any of its employees, agents or servants. Owner does hereby accept responsibility for any and all injury, damage, destruction or loss occurring within the Unit not the fault of Manager and indemnifies Manager with respect to any lawsuit or claim including legal fees and actual costs arising from any such injury, damage, destruction or loss. Manager shall not be obligated to pay any sums whatsoever to the Owner with respect hereto. However, should damage occur to the Unit's furnishings and contents by a Unit renter, Manager shall use reasonable efforts to collect the cost of repair or replacement from the Unit renter.

27. INSURANCE.

Manager shall maintain Workmen's Compensation Insurance on all Managers' employees.

Manager agrees to maintain liability insurance covering its activities and those of its agents, employees, and contractors against public liability coverage of not less than \$1,000,000 per accident or occurrence.

Owner agrees to carry personal property insurance in an amount Owner deems appropriate. Owner further agrees to carry Comprehensive Personal/General Liability Insurance for the Unit in the amount of One Million Dollars (\$1,000,000.00) or more per occurrence, naming Manager as an additional insured. Owner agrees to provide Manager with a certificate of insurance evidencing such coverage. Should Owner's insurance coverage end or lapse, Manager may terminate this Agreement immediately.

For any insurance claims of Five Hundred Dollars (\$500.00) or more, Manager agrees to investigate and make a full written report to the Owner regarding all accidents or claims for damage or destruction to the Unit or its furnishings, fixtures or household goods, and cooperate with and make all loss or accident reports available to the Owner's insurance company.

28. FIREWOOD PROGRAM.

If the Unit has any fireplaces, Manager will supply firewood to Unit renters only from November 1st through March 31st, fire conditions permitting. Manager reserves the right to impose a \$15.00 fee for restocking firewood for Unit Renters occupying the Unit. Owner may purchase firewood from Manager for a fee of \$15.00 a bundle. A bundle shall consist of approximately six logs of wood. Complimentary bundles of wood are reserved for paying guests only.

29. KEY CONTROL.

Owner agrees issuance of any keys to Unit occupants shall be at Manager's discretion. Owner hereby authorizes Manager, at Owner's expense, to purchase, install, and maintain any locking device and replacements as necessary on each main entry door of the Unit as a condition precedent to this Agreement. Owner agrees not to re-key the Unit.

30. ARBITRATION.

In the event of potential legal action resulting from this Agreement, Owner agrees to settle all matters through arbitration.

31. AMENDMENT

This Agreement may not be amended or modified by any act or conduct of the parties or by oral agreement, unless reduced to a writing signed by both parties.

[Signatures on the next page]

OWNER CONTACT INFORMATION

Name(s): Bill Atherton
Elizabeth Atherton

Unit Address:
8809 N Timphaven RD
Sundance, Utah, 84604

Mailing Address: (if different than Unit address)
44-710 Lohienu Way
Kaneohe, Hi. 96744

Telephone and Email:
Unit Telephone: _____
Business: _____
Mobile: 800 479-5495
Fax: _____
Email: Atherpac@aol.com
Please note preferred form of contact: email

Social Security or Federal Identification No.: 545-04-6466

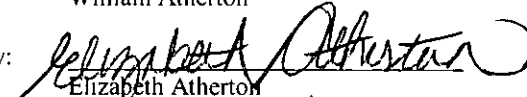
Signature
William D. Atherton Elizabeth Atherton

Date 3/17/17

DATED as of the day and year first above written.

OWNER:

By: 
William Atherton

By: 
Elizabeth Atherton

SUNDANCE PARTNERS, LTD.,
a Utah limited partnership:

By: SUNDANCE HOLDINGS, L.L.C., a Utah
limited liability company, General Partner

By: SUNDANCE ENTERPRISES, INC., a Utah
corporation, Managing Member

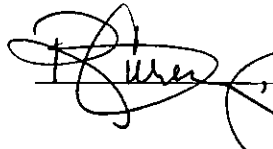
By: , Assistant General Counsel /V.P.

EXHIBIT A

**Guideline for Furnishing Requirements
to be maintained in the Unit**

FURNITURE:

Living/Dinning Area

- 1 Coffee table
- 1 Sofa (hide-a-bed)
- 1 Armchair
- 1 Color T.V. with remote
- 1 Blu-Ray Player
- 1 Dining table with adequate seating
- 1 Stereo (CD, Cassette Player)

BEDROOMS:

- 1 Queen Size bed
- 1 Dresser
- 2 Nightstands
- 1 Lamp
- 1 Clock radio
- 1 Mattress cover pad per bed
- 2 Blankets per bed (or equivalent)
- 4 Pillows per bed (down and foam)
- 1 Down comforter per bed
- 1 Duvet cover per bed
- 1 Full Length Mirror

KITCHEN:

- 1 Refrigerator
- 1 Stove/Oven
- 1 Dishwasher

**ACCESSORIES/
APPLIANCES**

- 1 Coffee maker
- 1 Toaster

- 1 Blender
- 1 Microwave

COOKING EQUIPMENT:

- 1 Rubber spatula
- 1 Set cooking utensils
- 1 Corkscrew
- 1 Can Opener
- 1 Grater
- 1 Knife set (3 pieces)
- 1 Strainer
- 1 Measuring cup
- 1 Measuring spoon set
- 1 Pair tongs
- 1 Vegetable peeler
- 1 Hand beater
- 1 Potato masher
- 1 Chopping board
- 2 Hot pads

MISCELLANEOUS:

- 12 Clothes hangers per closet
- 1 Dust pan
- 1 Mop
- 1 Broom
- 1 Plumbers friend
- 1 Toilet brush
- Appropriate wastebaskets
- 1 Vacuum
- 1 Iron
- 1 Ironing board
- 1 Luggage stand
- 1 Hair dryer
- 3 Piece patio furniture set
- 2 Telephones

- 1 Lighted Makeup Mirror

COOKWARE:

- 1 Cake pan
- 1 Casserole dish
- 1 Colander
- 2 Cookie Sheets
- 3 Sauce pans with lids
- 2 Frying pans

DINING:

- 2 Serving bowls
- Dinnerware set for six-ten (Depending on size of Unit) (Dinner and salad plates, cup and saucers)
- 1 Salt and pepper set
- 1 Serving platter
- 1 Silverware tray
- 6 Drinking glasses
- 6 Wine glasses
- 1 Cutlery holder

ACCENT PIECES:

- Pictures
- Wall hangings
- Blankets
- Rugs
- Flower arrangements
- Decorative items
- Center pieces