

14010

DECLARATION OF
PROTECTIVE COVENANTS FOR
SUNDANCE MOUNTAIN HOME DEVELOPMENT, PLATS B & C

THIS DECLARATION is made this 11 day of April,
1978, by SUNDANCE DEVELOPMENT CORPORATION, a Utah corporation,
hereinafter referred to as "Declarant".

I. PURPOSE OF COVENANTS

1.1 It is the intention of Declarant, expressed by its execution of this instrument, that the property within the Sundance Mountain Home Development, Plats B and C, situated in Utah County, State of Utah, the plats with relation to which is recorded in the office of the County Recorder of Utah County, Utah (hereinafter designated "Mountain Home Development"), be developed and maintained as a highly desirable seasonal residential area. It is the purpose of these covenants that the present natural beauty, view and surroundings of the Mountain Home Development shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and all parties hereafter owning any interest in the Property.

II. DEFINITIONS

2.1 Declarant: "Declarant" means the entity set forth

BOOK 1636 PAGE 776

forth at the beginning of this Declaration.

2.2 Property: "Property" means that certain real property located in Utah County, Utah, described in Exhibit A attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plats of the Subdivision.

2.5 Mountain Home Development: "Mountain Home Development" shall mean Sundance Mountain Home Development, Plats B and C, according to the Plats thereof recorded in the records of Utah County.

2.6 Plats: "Plats" shall mean Plats B and C of the Mountain Home Development as recorded in the office of the County Recorder of Utah County, Utah.

III. PROTECTIVE COVENANTS FOR SUNDANCE MOUNTAIN HOME DEVELOPMENT HOMEOWNERS' ASSOCIATION

3.1 General Purposes and Powers: Sundance Mountain Home Development Plats B and C Homeowners' Association (the "Association") has been formed and incorporated as a Utah non-profit corporation to be constituted and to perform functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit-making activity.

3.2 Membership in Sundance Mountain Home Development Plats B and C Homeowners' Association: All persons who own or

acquire the title in fee to any of the lots in the Mountain Home Development, by whatever means acquired, shall automatically become members of the Association, in accordance with the Articles of Incorporation of said Association as presently in effect and filed in the office of the Secretary of State of Utah, and as the same may be duly amended from time to time and also filed in the office of the Secretary of State of Utah.

IV. ARCHITECTURAL COMMITTEE

4.1 Architectural Committee: The Architectural Committee shall consist of five members. The Committee shall consist of three members selected by the Declarant, with the two remaining memberships being selected by the Association. Vacancies shall be filled by trustees of the Homeowners' Association. Said Architectural Committee shall have the powers, duties and responsibilities set out in this instrument.

4.2 Approval by Architectural Committee: No building of any kind, including but not limited to dwelling houses, barns, stables, swimming pools, and garages, nor any fences, shall ever be erected, altered or permitted to remain on any lands within the Mountain Home Development, unless the complete architectural plans and specifications, a site plan, and a grading or excavation plan showing the location and orientation thereof are approved by the Architectural Committee prior to the commencement of such work. A fee of \$65.00 shall be paid to the Architectural Committee to cover costs and expenses of review and inspection. Improvements to be done after the initial improvements costing less than \$500.00 shall be submitted as directed to the Architectural Committee for approval, but the fee of \$65.00 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of said buildings or structures, harmony of external design with existing structures within said Mountain Home Development, location with respect to topography and finished grade elevations and harmony of landscaping with the

natural setting and surrounding native trees, bushes and other vegetation. The complete architectural plans and specifications, including landscaping plans and specifications, must be submitted in duplicate, must include at least four different elevation views, and must be in accordance with this Declaration. Two complete copies of plans and specifications as approved shall be signed for identification on behalf of the owner and the Architectural Committee; one set shall be retained by said Committee and one by the owner. Three meetings will be held to obtain approval for plans from the Architectural Committee. The purpose of the first meeting will be to review schematic plans and clarify basic ideas. The purpose of the second meeting will be for reviewing preliminary plans. At the third meeting, final working drawings will be submitted for advisement and final approval. In the event the Architectural Committee fails to take any action within fifteen (15) days after complete architectural plans for such work have been submitted to it, then all such submitted architectural plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any architectural plans, the person submitting such architectural plans may appeal the matter at the next annual or special meeting of the members of the Association, where an affirmative vote of at least two-thirds of the membership present shall be required to change the decision of the Architectural Committee. In addition to the three (3) planned approval meetings by the Architectural Committee, there will be three (3) physical inspections of the building and lot, after construction has started. The first of these meetings will be for the purpose of reviewing a certified survey showing that dimensions, elevations, angles and the location of the building are in agreement with the plans which were submitted to and approved by the Architectural Committee. The cost of this survey and the responsibility for its preparation shall be the owner's. The second meeting shall be between the owner and the Architectural Committee's inspector. This inspection will be of the building when completely framed.

BOOK 1636
PAGE 779

The third meeting shall be conducted immediately prior to proposed occupancy. In each case, the inspector will check the structure against the approved plans for conformity and sign and date the plans.

No ponds, parking areas, fences, or walls shall be erected or materially altered and no excavating, alteration of any stream or clearing, removal of shrubs or trees or landscaping on any Lot within the Mountain Home Development shall be done unless the same has been approved in advance in writing by the Architectural Committee and appropriate County permits have been obtained. In order to obtain such approval, the owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall reasonably request.

4.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of trees, brush, streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Mountain Home Development conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, setting, height, topography, grade and finished group elevation. The Architectural Committee shall exercise its best efforts to protect the natural view of each Lot insofar as such protection is consistent with the overall development.

4.5 Changes After Construction Has Begun: Any changes to a dwelling or site now shown on approved plans after construction has begun, or approval has been granted, must be submitted to the Committee for approval.

4.6 Architectural Plans: The Architectural Committee

shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

4.7 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any persons submitting any architectural plans for approval, or to any owner or owners of lands within the Mountain Home Development, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person acquiring the title to any Property in the Mountain Home Development or any person submitting plans to the Architectural Committee for approval, by doing so shall be deemed to have agreed and covenanted that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

4.8 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument, which records shall be maintained for a minimum of five years after approval or disapproval.

V. GENERAL RESTRICTIONS ON ALL PROPERTY

5.1 Zoning Regulations: No lands within the Mountain Home Development shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time, including the provision that dwellings may be occupied no more than 180 days per calendar year.

5.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The lands within the Property shall be used exclusively for single family residential living

purposes, such purposes to be confined to approved residential Buildings within the Property. No lands within the Property shall ever be occupied or used for any commercial or business purpose, provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent:

- (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office; or
- (b) Any owner or his duly authorized agent from renting or leasing said owner's residential Building from time to time. Such rentals will only be permitted for not less than a seven (7) day-period. The owner of property being rented will remain responsible and subject to all of the provisions of this Declaration; or
- (c) Any artist, artisan or craftsman from pursuing his artistic calling upon private area if such artist, artisan or craftsman also uses such private area for residential purposes, is self-employed and has no employees working in such private area, and does not advertise or offer any product or work of art for sale to the public upon or from such private area.

5.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimensions identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including, but without limitation, commercial, political, informational or directional signs or devices shall be erected or maintained on any Lot, except signs approved in writing by the Architectural Committee as to size, materials, color and location:

- (a) As necessary to identify ownership of the Lot and its address;
- (b) As necessary to give directions;
- (c) To advise of rules and regulations;
- (d) To caution or warn of danger; and
- (e) As may be required by law.

5.5 No Resubdivision: No Lot shall be resubdivided, and

only one single family residence shall be constructed or allowed to remain per Lot. No residential building shall be constructed on Lot 6. Lot 6 shall be used by the residents of Mountain Home Development as a common area.

5.6 Underground Utility Lines: All water, gas, electrical, telephone and television cable, other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground. The Architectural Committee may waive this requirement with regard to electrical and telephone lines.

5.7 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surround the Lot.

5.8 Maintenance of Property: All Lots and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

5.9 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.10 No Hazardous Activities: No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well designed interior fireplaces.

5.11 No Unsightliness: No unsightliness shall be permitted upon any Lot. Without limiting the generality of the foregoing:

- (a) Any unsightly structures, facilities, equipment,

tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within approved Building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs;

- (b) No trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be stored or permitted to remain upon the Property unless inside of an approved Building or garage, except that not more than one truck and one horse trailer may be allowed to remain outside a Building or garage if it is situated in the area established for location of barns.

Any mobile home or camper stored in the Mountain Home Development within an approved Building or garage shall not be used for living purposes.

- (c) No vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property unless in an approved Building or garage;
- (d) No lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Property, except in service yards meeting the requirements of Section 5.7;
- (e) Refuse, garbage and trash shall be placed and kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view;
- (f) Hanging, drying or airing of clothing or household fabrics shall not be permitted within Building or on Lots if visible from Buildings or areas surrounding the Lot;
- (g) Utility meters or other utility facilities and gas, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed structure within the Property.

Notwithstanding the foregoing, at the time of occupancy of any approved structure on the Property and a connection to a nearby television cable is not available, and if a signal from a booster or translator is not being adequately produced into the area in the sole discretion of the Declarant, then a Lot owner may install a temporary television antenna on his Building provided said antenna is approved by the Architectural Committee as to size, height and location. If, at any time, a connection to a nearby

BOOK 1636
PAGE 784

television cable is or becomes available, owner shall promptly remove all television antennae previously installed, at owner's expense. Thereafter, no television antenna shall be permitted on the exterior of Buildings or any portion of the Lot not improved with a Building.

5.12 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying, including without limitation speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Lots or Buildings; and no odors shall be emitted from any Lot which are noxious or offensive to others, including without exception barns, runs, kennels and service yards.

5.13 Sewer System - No Cesspools or Septic Tanks After Installation of a Canyon Sewer System: When a sewer system becomes available in the canyon, each Lot owner shall connect to said system and pay all charges of said connection, including a pro rata portion of the cost of extending lines to this development and to the Lots therein. No cesspools or septic tanks shall be permitted on any Lot after the installation of the canyon sewage collection and disposal system. Any cesspool or septic tank used shall be installed only after approval by the Architectural Committee and all governmental health authorities having jurisdiction.

5.14 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

5.15 Living Area: The residence structure which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches, and patios of 1,200 square feet.

5.16 A-Frame Structures: A-frames and modifications of A-frames will NOT be allowed.

5.17 Height Limits: No residence structure and no other structure or above-ground improvement on a Lot shall rise more than 20 feet, measured in either case from the average grade level adjoining the structure.

VI. RESTRICTIONS ON LOTS

6.1 Maintenance of Animals: A reasonable number of generally recognized house or yard pets and horses only shall be allowed to be maintained on any Lot subject to the following provisions:

- (a) Dogs: All dogs will be required to remain on a leash at all times when they are not constrained within the house or within a run approved by the Architectural Committee.
- (b) Horses: Not more than two (2) horses may be stabled, pastured or otherwise maintained on any Lot. Horses must be kept in appropriate areas by means of an approved stock guard or fence.

6.2 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot other than one single family dwelling house, one garage and approved buildings for barns, stalls, kennels, etc. Each Lot must be improved with a garage with at least a two-car capacity at the time of construction of the dwelling house on the Lot.

The building sites for all such Buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to Lot zone, topography, and finished grade elevations and the effect thereof on the setting and surroundings of the Mountain Home Development.

6.3 Towers and Antennae. No towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television antennae as provided in Section 5.11,

shall be allowed or permitted to remain on any Lot.

6.4 Used or Temporary Structures: No temporary structure, house trailer, mobile home, camper or non-permanent out-building shall ever be placed or erected on any Lot for living purposes except with the approval of the Architectural Committee during construction periods, and no dwelling house on any Lot shall be occupied in any manner prior to its completion without written approval of the Architectural Committee.

6.5 Waterways: The flow of any natural stream or spring shall not be obstructed, relocated or modified in any manner without written permission of the Architectural Committee.

VII. ENFORCEMENT

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Lots shall be enforceable by Declarant, any owner of a Lot subject to this Declaration or by Utah County in its own name or the name of the homeowners' Association, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant, the Association or Utah County by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs, expenses in connection therewith, including reasonable attorneys' fees and punitive damages. Furthermore, enforcement by Utah County shall include criminal proceedings for a misdemeanor.

7.2 Protection of Encumbrances: No violation or breach

of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid, or impair the lien of any first mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, of the title of interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgages or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

7.3 Limited Liability: Neither Declarant, the Association, the Board of Trustees of the Association, the Architectural Committee nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. GENERAL PROVISIONS

8.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of fifty years or until this Declaration is terminated as herein-after provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue to remain in full force and effect until January 1, 2024 A.D., provided, however, that, unless at least one year prior to said time of expiration there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less

than fifty-one percent (51%) of the Lots then subject to this Declaration and approved by the Utah County Commission, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by a recorded instrument directing termination signed by the owners of not less than fifty-one percent (51%) of the Lots then subject to this Declaration and approved by the Utah County Commission as aforesaid.

8.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than fifty-one percent (51%) of the Lots then subject to this Declaration and approved by the Utah County Commission. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

8.3 Severability: Invalidity or unenforceability of any provision of this Declaration or any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provisions of this Declaration.

8.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of

any other provision, restriction, covenant or condition.

IX. COMMON AREAS

9.1 Common Areas Reserved: The areas reserved on the recorded Plats as streets abutting Mountain Home Development Lots and common areas which are maintained as open spaces shall be owned by the Association for the benefit of Lot owners and known as common areas. All maintenance and improvement costs on the common areas shall be borne by the Association and paid for by assessments to the Lot owners as hereinafter provided.

9.2 Taxes: Each member of the homeowners' Association shall be liable for his pro rata share of any taxes assessed the Association. Each member of the Association shall be assessed by the County Assessor for his share of the taxes on the common areas as the ratio of one Lot divided by a total number of Lots in the development times the assessed valuation of the common areas and roads.

9.3 Assessments: The making and collecting of assessments from Lot owners for their share of common expenses shall be made by the Association pursuant to its Bylaws and subject to the following provisions:

- (a) The owner of each Lot shall be liable for an equal share of the common expenses and shall share equally in the common benefits.
- (b) Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum, or at such rate of interest as may be set by the Association, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due. Unpaid assessments shall be secured by a lien in favor of the Association on the Lots which lien shall be superior to all other liens except liens for taxes and assessments and first mortgage or first trust deed liens for construction of improvements on the Lots.
- (c) A lien for unpaid assessments shall also secure reasonable attorneys' fees and all costs and expenses including taxes, if any, incurred by the Association incident to the collection of such assessment or

BOOK 1636
PAGE 790

enforcement of such a lien.

- (d) Said lien may be foreclosed in the manner provided by law for foreclosures of mortgages. In any foreclosure of a lien for assessments, from the time said action is instituted, the Lot owner subject to the lien shall be required to pay a reasonable rental for the Lot, and the Association shall be entitled to the appointment of a receiver to collect the same. Said rentals will be applied to expenses of the action, including attorneys' fees and to costs incurred, including receiver's fees and then to payment of delinquent assessments.
- (e) The Association may include in the monthly assessments amounts representing contributions to the capital of the Association to be used for the replacement of or additions to capital items or improvements in the common area. Said amounts shall be set up as capital accounts for each Lot. In the event of transfer of a Lot, the capital account shall be deemed transferred to the Lot transferee.
- (f) In assessing the Lot owners for capital improvements to the common areas and facilities, for which there are not sufficient amounts in the respective capital accounts, there shall be no single improvement exceeding the sum of Fifteen Thousand Dollars (\$15,000) made by the Association without the same having been first voted on and approved by two-thirds (2/3) majority of the Association members present in person or by proxy at a meeting duly called for that purpose.

EXECUTED the day and year first above written.

SUNDANCE DEVELOPMENT CORPORATION

ATTEST:

David R. Anderson
SECRETARY

By Stanley E. Collins
VICE PRESIDENT

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 11th day of April, 1978, personally appeared before me Stanley E. Collins and David R. Anderson, who duly acknowledged to me that he the said Stanley E. Collins is the ^{VICE} President and he the said David R. Anderson is the Secretary of SUNDANCE DEVELOPMENT CORPORATION and acknowledged that they executed the foregoing Declaration on behalf of SUNDANCE DEVELOPMENT CORPORATION.

My Commission Expires:
4/18/78

[Signature]
NOTARY PUBLIC
Residing at S.C. Co. Utah

BOOK 1636 PAGE 791

EXHIBIT "A"

Sundance Mountain Homeowners' Association, Plat "B":

COMMENCING at a point 2,004.84 feet South and 3,396.70 feet West of the Northeast corner of Section 15, Township 5 South, Range 3 East, Salt Lake Base & Meridian, thence South 24° 20' West 170.11 feet; thence South 1° 55' East 285.20 feet; thence North 79° 49' West 66.20 feet; thence South 26° 53' West 80.00 feet; thence South 43° 14' East 95.00 feet; thence South 67° 52' East 53.27 feet; thence South 86° 45' 32" West 252.77 feet; thence West 814.81 feet; thence North 1,000.00 feet, thence East 831.45 feet; thence South 396.72 feet; thence East 283.20 feet to the point of beginning.

Sundance Mountain Homeowners' Association, Plat "C":

COMMENCING at a point 642.47 feet West and 1,599.58 feet South of the Northeast corner of Section 15, Township 5 South, Range 3 East, Salt Lake Base & Meridian; thence South 84° 47' East 130.00 feet; thence South 129.10 feet; thence South 40° 00' West 167.27 feet; thence South 45° 00' West 445.00 feet to Easterly boundary of Sundance Plat "A"; thence North 16° 32' West 60.00 feet; thence North 43° 59' West 100.00 feet; thence North 72° 02' West 98.00 feet; thence North 8° 03' West 202.94 feet; thence North 60° 08' East 61.00 feet along Southerly boundary of Stewart Cascadelands Plat "A"; thence North 85° 08' East 160.00 feet along Southerly boundary of Stewart Cascadelands Plat "A"; thence North 68° 38' East 118.60 feet along Southerly boundary of Stewart Cascadelands Plat "A"; thence South 87° 55' East 137.50 feet along Southerly boundary of Stewart Cascadelands Plat "A"; thence North 16° 06' 48" East 146.68 feet to the point of beginning.

TOGETHER WITH the following described easement:

Commencing at the Southeast Corner of Lot 25 Sundance Planned Dwelling Group, Plat "A", said point being South 2023.60 feet and West 1114.93 feet from the Northeast Corner of Section 15, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence along the boundary of said plat South 72° 02' East 98.00 feet; thence South 43° 59' East 100.00 feet; thence South 16° 32' East 60.00 feet; thence South 13° 59' West 85.00 feet; thence North 81° 56' West 120.71 feet; thence South 49° 27' West 266.03 feet; thence South 42° 57' West 34.95 feet; thence North 65° 49' West 436.95 feet; thence North 89° 58' West 163.84 feet; thence South 75° 37' West 358.03 feet; thence South 45° 31' West 114.99 feet; thence South 74° 15' West 182.18 feet; thence South 62° 15' West 133.78 feet; thence South 76° 45' West 136.28 feet; thence South 65° 35' West 237.97 feet; thence South 88° 19' West 155.74 feet; thence North 84° 14' West 152.07 feet to the common boundary of Sundance Plat "A" and

Exhibit "A" - Continued

Stewart Cascadelands Plat "B"; thence South 7° 03' West 7.09 feet; thence North 67° 52' West 270.00 feet; thence North 43° 14' West 95.00 feet; thence North 26° 53' East 80.00 feet; thence South 79° 49' East 66.20 feet; thence North 1° 55' West 285.20 feet; thence North 24° 20' East 170.11 feet; thence South 65° 40' East 30.00 feet; thence South 24° 20' West 163.11 feet; thence South 1° 55' East 335.77 feet; thence North 79° 49' West 70.40 feet; thence South 26° 53' West 7.71 feet; thence South 43° 14' East 48.99 feet; thence South 67° 52' East 266.26 feet; thence South 72° 01' West 22.01 feet to the common boundary between Sundance Plat "A" and Stewart Cascadelands Plat "B"; thence South 84° 14' East 149.45 feet; thence North 88° 19' East 148.06 feet; thence North 65° 35' East 234.87 feet; thence North 76° 45' East 135.40 feet; thence North 62° 15' East 133.12 feet; thence North 74° 15' East 177.65 feet; thence North 45° 31' East 115.41 feet; thence North 75° 37' East 369.93 feet; thence South 89° 58' East 174.20 feet; thence South 65° 49' East 391.24 feet; thence North 49° 27' East 429.51 feet; thence North 46° 01' West 52.71 feet; thence North 72° 02' West 70.00 feet; thence North 1° 18' 40" West 37.59 feet to the point of beginning.

14010

BOOK 1636 PAGE 793

RECORDED & INDEXED
Edith S. ...
 COUNTY CLERK

1970 APR 13 PM 4:02

PLAT 14010
 STATE OF UTAH
 COUNTY OF ...
 DEPUTY COUNTY CLERK
 ABS. ...
 825-50

Edith S.