

Sundance - 519 P4

16673

AMENDED DECLARATION OF  
PROTECTIVE COVENANTS FOR  
SUNDANCE MOUNTAIN HOME DEVELOPMENT PLAT B

UTAH COUNTY RECORDER  
OFFICE  
SALT LAKE CITY, UTAH  
JUN 13 1985

1985 JUN 13 PM 1:28

RECORDED AT THE REQUEST OF  
*Stephen J. Henderson*

16673

I. PURPOSE OF COVENANTS

1.1 Stated purpose: It is the intention of the Declarants and all those signatory hereto expressed by its execution of this instrument, that the real property within the Sundance Mountain Home Development Plat B, a duly recorded subdivision located in Utah County, State of Utah, the plat of which is recorded in the office of the County Recorder of Utah County, State of Utah as document 14012, Apr.13,1978, map filing #2028 (hereinafter designated the "Subdivision") be developed and maintained as a highly desirable residential area. It is the purpose of the covenants that the present natural beauty, view and surroundings of the Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. Declarants and all those signatory hereto hereby declare 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 amended Declaration, each and all of which provisions and hereby declared to be in futherance 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 Declarants and all lot owners, their successors and assigns, and all parties hereafter owning any interest in the Property.

II. DEFINITIONS

2.1 Declarants: "Declarants" means those entities signing the original Protective Covenants as recorded, and also signatory hereto.

2.2 Signatory hereto: "Signatory hereto" means all persons or entities that own lots in the Subdivision and have executed this amended Declaration of Protective Covenants.

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

2.4 Building: "Building" means any building constructed on the property or on any lot.

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

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2.6 Subdivision: "Subdivision" shall mean the subdivision described on appendix A, and recorded in the Office of the County Recorder, of Utah County, as described, under stated purpose 1.1.

2.7 Plat: "Plat" shall mean the Plat of the Subdivision and recorded in the office of the County Recorder of Utah County, Utah.

2.8 Covenants: "Covenants" shall mean this entire document.

2.9 Declaration: "Declaration" shall mean this entire document.

2.10 Companion Subdivision: "Companion Subdivision" shall mean any and all other Subdivisions in the Sundance area that duly make an amended Declaration Covenants, identical to this Declaration, (except for legal description of property and names signatory thereto).

### III. PROPERTY ASSOCIATION

3.1 General Purpose and Powers: Sundance Cascade Homeowners Association, (the "Association") has been formed and will be incorporated as a Utah non-profit corporation 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 and to perform functions for Companion Subdivisions at Sundance, duly recording Amended Declarations of Protective Covenants identical to this Declaration (except for description of property or matters clearly applicable only to any one subdivision and persons and entities signatory thereto).

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 and 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: All persons or entities who own or acquire the title to any of the lots in the Subdivision, by whatever means acquired, shall automatically become members of the Association, in accordance with this Declaration and the Articles of Incorporation of said Association filed in the office of the Secretary of State of Utah, and as the same may be duly amended from time to time.

3.3 Meetings: The Association will hold an annual meeting of members, after ten (10) days written notice thereof, mailed prepaid postage to the last known permanent address of each member as supplied to the Association, specifying the date, time and place of such meeting, and agenda for such meeting prepared by the officers duly elected, prior to October 1 of each year, at which time there will be an election of officers, to serve for one year; namely President, Vice President, Secretary and Treasurer.

3.4 Special Meetings: Special meetings of the Association may be called by the President of the Association at any time, or must be called by him upon written request of any five members of the Association. Such special meeting must be noticed by ten (10) days written notice as specified in 3.3 hereof.

3.5 Voting: All voting at any meeting shall be one vote per lot by the owner of record thereof in good standing with all assessments paid, and shall be by written ballot, and all ballots shall be tallied and counted by a jury of three members appointed by the presiding officer at such meeting. This provision may not be waived as to the election of officers of the Association. This provision may be waived as to any resolution to be voted upon at a duly noticed meeting, upon a majority head count vote of those present at the meeting, and the vote may then proceed to an oral or head count majority.

3.6 Articles of Incorporation and By Laws: All other affairs of the Association shall be governed by the Articles of Incorporation and By Laws adopted by majority vote of the members. Should there be any inconsistency between the Articles of Incorporation and By Laws and the Declaration, this Declaration shall control.

#### IV. ARCHITECTURAL COMMITTEE

4.1 Architectural Committee: The Architectural Committee shall consist of five members. The Committee shall consist of one member selected by the original Declarant of the recorded covenants for the subdivision, three members from the Association, one of which must be a property owner in the subdivision wherein the application originates, and all three members serving by majority vote of the Association. The fifth member shall be as agreed upon by the other four.

Said Architectural Committee shall have the powers, duties and responsibilities set out in this instrument.

4.2 Approval by Architectural Committee: No buildings, erections or structures of any kind, including but not limited to dwelling houses, barns, stables, swimming pools, and garages, nor any fences, television antennas, radio antennas, tennis courts or other sporting or athletic courts, communications devices, propane or other fuel tanks shall ever be erected,

altered or permitted to remain on any lands within the Subdivision, 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. Corrections of plans with improvements costing less than \$500.00 submitted after the initial Architectural plans have been submitted shall be submitted as directed to the Architectural Committee for approval, but an additional fee of \$65.00 shall not be required. Corrections of plans for improvements submitted costing more than \$500.00 after the initial architectural plans have been submitted shall be submitted to the Architectural Committee, and an additional fee of \$65.00 will 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 Subdivision, 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 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. 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 Subdivision shall be done unless the same has been approved in advance in writing by the Architectural Committee. 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 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 judgement to see that all improvements, construction, landscaping, and alterations on the lands within the Subdivision 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 overall development.

**4.5 Changes After Construction Has Begun:** Any changes to a dwelling or site not shown on approved plans after construction has begun, or approval has been granted, must be submitted in writing 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 judgement 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 subdivision, 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 Subdivision or any person submitting plans to the Architectural Committee for approval, by doing so shall be deemed to have agreed and covenanted that he/she/said person/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 and changes after construction begun, 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.

4.9 Impact Study: An impact study of reasonable cost and other pertinent material needed for adequate assessment of proposed plans can be required by the Architectural Committee prior to approval or rejection, with cost to be paid by applicant.

#### V. GENERAL RESTRICTIONS ON ALL PROPERTY

5.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used for any building, construction, activity or purpose or used in any manner other than those outlined by this amended Declaration of Protective Covenants.

5.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavation 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. Provided however that such renting or leasing must be to a single family group only, and that this Declaration and all rules of the Association are brought to the attention of such renter or leasee and posted in a conspicuous place in the residence. 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. (Temporary directional signs should be removed within 24 hours of use);
- (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 per Lot.

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 clothing 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 surrounding 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 out 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 Activity: 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 forgoing, 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 buildings 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 kept 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 an area established for location of barns;

(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 from 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;

(h) The Association may, after giving 30 days written notice to a member, hire cleanup work done on the



members lot, at the memebers cost, which if not paid, may become a lien on the lot and collected as provided herein for dues and assessments.

Notwithstanding the foregoing, at the time for occupancy of any approved structure on the Property, if a connection to a nearby television cable is not available, and if a signal from a booster or transmitter is not being adequately produced into the area as determined at 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 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 Lot, and no odors shall be emitted which are unreasonably noxious or offensive to others, including without exception barns, runs, kennels and service yards. Motorized vehicles may be used for transportation only and such use shall be confined to roadways, and shall not be used for racing, hill climbing, exhibition or joy riding.

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 approved by all governmental health authorities having jurisdiction.

5.14 Rules and Regulation: 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 of or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

## 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 be under control 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, dog runs, etc.

6.3 Used or Temporary Structures: No temporary structure, house trailer, mobile home, camper, or non-permanent outbuilding shall ever be placed, erected on any Lot 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.

## VII. ENFORCEMENT

7.1 Enforcement and Remedies: The obligation, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association shall be enforceable by Declarants or by any owner of a Lot subject to this Declaration by a proceeding for and injunction and/or damages. In the event 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 and expenses in connection herewith, including reasonable attorney's fees.

7.2 Protection of Encubancer: 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 impact the lien of any first mortgage or deed or 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 or interest of the holder thereof or the title acquired by any purchaser shall, however, take subject to this Declaration or any Supplements 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 Officers 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 of 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 hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in the Declaration or in any Supplemental or Amended Declaration shall continue to remain in full force and effect until Jan. 1, 2033 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 the Declaration, executed by the owners of not less than fifty-one percent (51%) of the Lots then subject to this Declaration, 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 as aforesaid.

8.2 Amendment of 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. 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 or 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 heading 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 plat as streets abutting subdivision Lots and the open space shall be owned by the Association for the benefit of Lot owners and known as common areas.

9.2 Taxes and Costs: All taxes, 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.

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

(a) The owner of each Lot shall be liable for a share of the common expenses based on the valuation of property for tax purposes. Each owner shall share 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 accounts 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 the construction of improvements on the Lots.

(c) A lien for unpaid assessments shall also secure reasonable attorney fees and all costs and expenses including taxes, if any, incurred by the Association incident to the collection of such assessment or enforcement of such a lien.

(d) Said lien may be foreclosed in the manner provided by law for foreclosure of mortgages.

(e) The Association may include in the annual 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. Capital assessments must be voted on and approved by two thirds (2/3) majority of the Association members present in person or by proxy at the annual meeting.

(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 Five Thousand Dollars (\$5,000.00) nor exceeding the total of all annual assessments in any one year, made by the Association, without the same having 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 Mountain Home Development Plat B

(Signature page - one for each lot owner)

The undersigned owner(s) of Lot(s) 1  
state(s) that (he), (she), (they) has (have) read and understand(s)  
and vote(s) for the foregoing Amended Declaration of Protective  
Covenants For (name of subdivision) and does hereby agree to  
accept and abide by the terms thereof.

Dated: 6/18/84

Stanley Collins

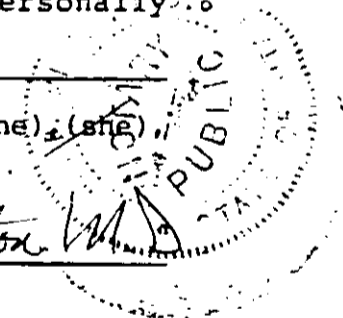
STATE OF UTAH  
COUNTY OF UTAH

SS

On the 18 day of JUNE A.D., 1984 personally  
appeared before me STANLEY COLLINS

\_\_\_\_\_, who duly acknowledged to me that (he), (she),  
(they) executed the same.

Stephen Winton  
Notary Public



My Commission Expires:

July 7, 1988

Residing at:

Sundance

Sundance Mountain Home Development Plat B

(Signature page - one for each lot owner)

The undersigned owner(s) of Lot(s) 2  
state(s) that (he), (she), (they) has (have) read and understand(s)  
and vote(s) for the foregoing Amended Declaration of Protective  
Covenants For (name of subdivision) and does hereby agree to  
accept and abide by the terms thereof.

Dated: 6/13/84

Stanley Collins  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH

COUNTY OF UTAH

SS

On the 18 day of JUNE A.D., 19 84 personally  
appeared before me STANLEY COLLINS

\_\_\_\_\_, who duly acknowledged to me that (he), (she),  
(they) executed the same.

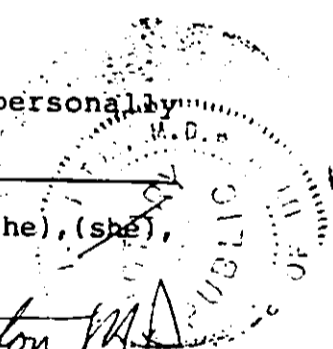
Stephen Minton M.A.  
Notary Public

My Commission Expires:

July 7, 1988

Residing at:

Sundance  
\_\_\_\_\_



(Signature page - one for each lot owner)

The undersigned owner(s) of Lot(s) 3 Sundance Mtn. Home Dev. B state(s) that (he), (she), (they) has (have) read and understand(s) and vote(s) for the foregoing Amended Declaration of Protective Covenants For (name of subdivision) and does hereby agree to accept and abide by the terms thereof.

Dated: May 25, 1984

Susan P. Jackson  
Robert T. Jackson

STATE OF UTAH  
COUNTY OF UTAH

SS

On the 25 day of MAY A.D., 1984 personally appeared before me SUSAN & ROBERT JACKSON, who duly acknowledged to me that (he), (she), (they) executed the same.

Stephen Minton MD  
Notary Public

My Commission Expires:

July 7, 1988

Residing at:

Sundance



Sundance Mountain Home Development  
Plat B

(Signature page - one for each lot owner)

The undersigned owner(s) of Lot(s) 6  
state(s) that (he), (she), (they) has (have) read and understand(s)  
and vote(s) for the foregoing Amended Declaration of Protective  
Covenants For (name of subdivision) and does hereby agree to  
accept and abide by the terms thereof.

Dated: 6/18/84

Stanley Collins  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH  
COUNTY OF UTAH

SS

On the 18 day of JUNE A.D., 1984 personally  
appeared before me STANLEY COLLINS

\_\_\_\_\_, who duly acknowledged to me that (he), (she),  
(they) executed the same.

Stephen Minton MD  
Notary Public

My Commission Expires:

July 7, 1988

Residing at:

Sundance