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**STEWART CASCADES ASSOCIATION OF
PROPERTY OWNERS
(SCAPO)**

RR 3 Sundance B-2
Provo, Utah 84604
(801) 375-6775

ENT 33604 BK 4591 PG 271
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Apr 07 1:22 pm FEE 299.00 BY SS
RECORDED FOR SUNDANCE CASCADES ASSOCIATI

April 7, 1998

Utah County Recorder
10 East Center Street
Provo, Utah 84604

Dear County Recorder

At the annual property owners meeting of "Stewart Cascades Association of Property Owners" held October 11, 1997, the property owners of said association, approved by a majority vote, the attached "AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE STEWART CASCADES ASSOCIATION OF PROPERTY OWNERS, (SCAPO), UTAH COUNTY, UTAH, dated July 1997 (Editing changes of 14 October, 1997).

These amended changes were approved by more than fifty three percent (53%) of ALL property owners in this association.

Stewart Cascades Association of Property Owners consists of ALL PARCELS in the following subdivisions located at Sundance, Utah:

- Stewart Cascadeland Planned Dwelling Group, Plat A (amended), Lots 1 thru 31.
- Stewart Cascadeland Planned Dwelling Group, Plat B (amended), Lots 1 thru 16.
- Stewart Cascadeland Planned Dwelling Group, Plat C, Lots 1 thru 2.
- Stewart Cascadeland Planned Dwelling Group, Plat D, Lots 1 thru 4.
- Sundance Mountain Home Development, Plat B, Lots 1 thru 6.
- Sundance Mountain Home Development, Plat C, Lot 1.
- Sundance Mountain Home Development, Plat D (amended), Lots 2 thru 4.
- Sundance Planned Dwelling Group, Plat A (amended), Lots 1 thru 25.

Included in this packet are the signed and notarized statements of forty seven (47) of the eighty five (88) owners of these properties.

Please record these amended CC&R's and By Laws TO ALL PROPERTIES listed above.

Sincerely,


B. Neil Bullock, SCAPO Treasurer

**AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
AND BY LAWS
FOR THE
STEWART CASCADES ASSOCIATION OF PROPERTY OWNERS
(SCAPO)
UTAH COUNTY, UTAH**

**July 1997
(Editing changes of 14 October, 1997)**

SCAPO Amended CC&Rs and By Laws - October, 1997

COVENANTS, CONDITIONS, AND RESTRICTIONS

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ARTICLE I

PURPOSE OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 1.01 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 Plat Number, 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 Number, Date of Filing, Map Filing Number (hereinafter designated the "Subdivision") be developed and maintained as a highly desirable residential area. It is the purpose of these covenants, conditions, and restrictions to constitute a general scheme for the improvement, development, and management of the Property Owners Association and for the use occupancy, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the covered property. The present natural beauty, view, and surrounding of the Subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument, with the goal of enhancing the quality of life within the Subdivision and maintaining the unique character and flavor of the covered Property in the most natural state possible in harmony with its natural surrounding. 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 furtherance of the general plan and scheme of ownership referred to herein and are further declared to be 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.

ARTICLE II

DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Section 2.01 Administrative Council: "Administrative Council" shall mean the governing body of the Association provided for in the Article hereof entitled Duties and Powers of the Association.

Section 2.02 Architectural Committee: "Architectural Committee" shall mean and refer to the committee provided for in the Article hereof entitled "Architectural Control."

Section 2.03 Articles: "Articles" shall mean the articles of incorporation

Section 2.04 Assessments: The following meanings shall be given to the assessments hereinafter defined:

- A. *Regular Assessment* shall mean the amount which is to be paid by each member to the Association for Common Expenses.
- B. *Special Assessment* shall mean a charge against a particular Member and the Member's Lot, directly attributable to the Member, to reimburse the Association for costs incurred in bringing the Member and the Member's Lot into compliance with the provisions of this Declaration, the Articles, By Laws or Association Rules, or any other charge designated as a Special Assessment in this Declaration, the Articles, By Laws, or the Association Rules, together with attorneys'

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fees and other charges payable by such Property Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

- C. *Reconstruction Assessment* shall mean a charge against each Member and the Member's Lot representing a portion of the cost to the Association for reconstruction of any portion or portions of the Common Areas pursuant to the provisions of this Declaration.
- D. *Capital Improvement Assessment* shall mean a charge against each Member and the Member's Lot, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize pursuant to the provisions of this Declaration.

Section 2.05 Association: "Association" shall mean and refer to the Stewart Cascades Association of Property Owners (SCAPO), a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2.06 Association Rules: "Association Rules" shall mean the rules adopted by the Association pursuant to the Article hereof entitled "Duties and Powers of the Association."

Section 2.07 Buffer Area: "Buffer Area" shall mean the setback distances from the front, side, and rear property lines in which no construction can occur.

Section 2.08 Building Plot: Building Plot shall mean a parcel of land upon which a building has been or may be erected in accordance with county zoning and Association CC&Rs and By Laws.

Section 2.09 By Laws: "By Laws" are written rules for conduct of the Association. By Laws generally provide for calling of meetings; elections of officers; define the rights and obligations of various officers, persons, or groups within the association; filling vacancies; notices; committees; assessments; and other routine conduct. By Laws are in effect a contract among Members and must be formally adopted and/or amended.

Section 2.10 Common Areas: "Common Areas" shall mean all real property and the improvements thereon, including without limitation, any storm drains, streets, utilities, parks, easements, open space, trails, and slopes owned or leased from time to time by the Association for the common use and enjoyment of the Members, which initially shall be the easements, streets, and open spaces conveyed to the Association by the individual Lot owners. Lot owners shall convey the Common Areas to the Association free of all liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), title exceptions of record and enforceable at law or in equity and the covenants, conditions, reservations, and restrictions contained in this Declaration.

Section 2.11 Common Expenses: "Common Expenses" shall mean and refer to the actual and estimated costs of:

- A. Maintenance, management, operation, repair, and replacement of the Common Areas, and all other areas on the Covered Property which are maintained by the Association;
- B. Costs of snow removal and other winter maintenance of Association Roads;
- C. Unpaid Special, Reconstruction and Capital Improvement Assessments;
- D. Maintenance by the Association of areas within the public right-of-way of public streets in the vicinity of the Covered Property as provided in this Declaration or pursuant to agreement with the County;
- E. Costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, subcontractors, and employees;

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- F. The costs of utilities, trash pickup and disposal, gardening, and other services benefiting the Members and their Lots to the extent such services are paid for by the Association;
- G. The costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas;
- H. The costs of any other insurance obtained by the Association;
- I. Reasonable reserves as deemed appropriate by the Administrative Council;
- J. The costs of bonding of the members of the Administrative Council, any professional managing agent or any other person handling the funds of the Association;
- K. Taxes paid by the Association;
- L. Amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof;
- M. Costs incurred by the Architectural Committee or other committees of the Association; and
- N. The costs of any other item(s) designated by, or in accordance with, other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas, this Declaration, the Articles or the By Laws or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 2.12 Companion Subdivision: "Companion Subdivision" shall mean any and all other Subdivisions in the North Fork area that duly make an amended Declaration and By Laws, identical to this Declaration and By Laws (except for legal description of property and names signatory thereto).

Section 2.13 Contractor: "Contractor" shall mean any person or business which is in any way responsible for the construction of any "structure" as defined in definitions.

Section 2.14 County: "County" shall mean and refer to the County of Utah, a political subdivision of the State of Utah.

Section 2.15 Covenants: "Covenants" shall mean this entire document. The Covenants are a promise and a written contract or deed of real property. It is a mutual promise among members of the Association to respect the rules of conduct and restrictions on the use of property, to ensure peaceful use, limitations on obtrusive construction and so on, which are part of the recorded Covenants, Conditions and Restrictions which govern the Association.

Section 2.16 Covered Property: "Covered Property" shall mean and refer to all the real property described on Exhibit A hereto and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration. Covered Property includes numbered Lots, Common Roads and Common Areas.

Section 2.17 Declarants: "Declarants" means the Members signing these Protective Covenants as recorded.

Section 2.18 Declaration: "Declaration" shall mean this entire document.

Section 2.19 Dwelling: "Dwelling" shall mean the residential dwelling unit together with garages and other structures on the same Lot.

Section 2.20 Exhibit: "Exhibit" shall mean and refer to those documents so designated herein and attached hereto; each of such Exhibits is by this reference incorporated in this Declaration.

Section 2.21 General Policy Proposal: A proposal for a vote of the Association Members on an issue for presentation or originating at a General Association Meeting.

Section 2.22 Improved Lot: "Improved Lot" shall mean any clearly defined Plot or Lot which contains a permanently affixed structure with a roof and intended for shelter, housing, or enclosure.

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Section 2.23 Informal Proposal: A proposal for a vote of the Association Members originating from and sponsored by an ad-hoc group of Members in good standing.

Section 2.24 Institutional Mortgage: "Institutional Mortgage" shall mean and refer to a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, any federal or state agency, or any other institution specified by the Administrative Council in a recorded instrument.

Section 2.25 Lot: "Lot" shall mean and refer to a numbered Lot shown on any recorded final Subdivision map or Plat filed by the Declarant to the extent any such Lot or parcel is part of the Covered Property.

Section 2.26 Member: "Member" shall mean and refer to every person or entity who qualifies for membership pursuant to the Article of this Declaration entitled "Membership."

Section 2.27 Mortgage: "Mortgage" shall mean and refer to any duly recorded mortgage or deed of trust encumbering a Lot.

Section 2.28 Mortgagee and First Mortgagee: "Mortgagee" shall mean and refer to the Mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

Section 2.29 Permits: "Permits" shall mean licenses issued by Utah County Building Inspectors referred to as Utah County Permits or licenses issued by the Association Architecture Committee referred to as Association Permits.

Section 2.30 Plat: "Plat" shall mean the Plat of the Subdivision and recorded in the office of the County Recorder of Utah County, Utah.

Section 2.31 Project: "Project" shall mean and refer to all of the Covered Property, together with all of the dwellings and other improvements constructed thereon as well as all of the persons living therein.

Section 2.32 Property Owner: "Property Owner" shall mean and refer to one or more persons or entities who are alone or collectively the recorded owner of a fee simple title to a Lot, including Declarant or the vendee under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation. "Property Owner" and "Member" are synonymous terms. Section 2.33 Road and Facilities Committee: "Road and Facilities Committee" shall mean and refer to the committee provided for in the Article hereof entitled "Road and Facilities Maintenance."

Section 2.34 Signatory Hereto: "Signatory Hereto" means all persons or entities that own any Lots in the Subdivision and have executed this amended Declaration of Protective Covenants.

Section 2.35 Structure: "Structure" shall mean and refer to anything erected, constructed, placed on installed upon any Lot except for landscaping.

Section 2.36 Subdivision: "Subdivision" shall mean the Subdivision property described on Exhibit A, and recorded in the office of the County Recorder of Utah County, as described, under stated purpose Section 1.01.

Section 2.37 Supplementary Declaration: "Supplementary Declaration" shall mean those certain declarations of covenants, conditions, and restrictions, or similar instruments, annexing additional property extending the plan of this Declaration to such additional property as provided in the Article of this Declaration entitled "Integrated Nature of the Covered Property."

Section 2.38 Tree: "Tree" shall mean any living tree having a trunk caliper of 6 inches and/or eight feet height for Evergreens and 3 inches trunk caliper and/or 12 feet height for deciduous trees above the natural grade.

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Section 2.39 Unimproved Lot: "Unimproved Lot" shall mean any clearly defined Plot or Lot upon which no structure permanently affixed to the land, with a roof intended for shelter, housing, or enclosure has been constructed.

ARTICLE III MEMBERS

Section 3.01 Membership: Every Property Owner shall be a Member of the Association subject to the terms of this Declaration, By Laws, and Association Rules. Membership of Property Owners shall be appurtenant to and may not be separated from the interest of such Property Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership; provided, however, a Member's voting rights or privileges in the Common Areas, or both, may be regulated or suspended as provided in this Declaration, the By Laws, or the Association Rules. Exactly one membership shall exist based upon ownership of each single Lot.

Section 3.02 Transfer: The membership held by any Property Owner shall not be transferred, pledged, or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the purchaser, Mortgagee, or recipient of such Lot. Any other attempt to make a transfer is void and will not be reflected upon the books and records of the Association. In the event a Property Owner should fail or refuse to transfer the membership registered in his name to the transferee of such Property Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3.03 Voting Rights: All voting rights shall be subject to the restrictions and limitations provided herein and in the By Laws, and Association Rules. Each Lot represents a single Member vote. Members owning more than a single Lot shall have one vote for each Lot owned.

Section 3.04 Approval by Members: Any provision of this Declaration or the By Laws which requires the vote or written assent of a specified majority of the voting power of the Association shall be deemed satisfied by the following, except to the extent the following is inconsistent with the laws governing Utah non-profit corporations:

- A. The vote of the specified majority at a meeting duly called and noticed pursuant to the provisions of the By Laws as Annual or Special Meetings of the Members; or,
- B. A writing or writings signed by the specified majority; or,
- C. A combination of votes or written assent, provided that Members shall not change their vote or written assent after it is cast or delivered, and provided further that only those written assents executed and received prior to a meeting may be combined with votes cast at such meeting to constitute the specified majority.

Section 3.05 Origination of Proposals and Ballots:

- A. Proposals to be Circulated in a Newsletter: Proposals submitted in consideration of Association vote must be submitted to the Administrative Council for approval. Approved proposals will be submitted to the newsletter editor for inclusion, in ballot form, in the newsletter.
- B. Proposals to be Circulated Prior to a Special Meeting: Proposals originating in conjunction with a Special Meeting must be submitted to the Administrative Council for approval not less than thirty (30) days prior to the Special Meeting. The Administrative Council shall circulate any and every acceptable Proposal, in ballot form, and shall notice the Special Meeting as provided in Section 4.03.

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- C. Acceptable Proposals: A proposal shall be acceptable unless it is (a) inconsistent or incompatible with this Declaration, or (b) inconsistent or incompatible with the law.
- D. Ballot Form, Certification, Tallying and Counting, and Reporting: Each ballot shall contain: a) the deadline for returning the ballot, which either will be the date of the Meeting at which the vote will be taken, or 14 days from the date of mailing of mail-only ballots, such as those that might be included in a newsletter; b) the name and address of the Treasurer; c) the proposal(s); and 3) spaces for the name, signature, subdivision, platted lot number(s), any North Fork Special Services District residence number associated with the ballot, and shall be returned to the Treasurer of the Association for certification that all assessments are paid. The Treasurer shall deliver the ballots, for tallying and counting, to a jury of three (3) members appointed by the Administrative Council. In the case of a proposal to be circulated in a newsletter, the results shall be reported in the following newsletter or at the next meeting of the Association, whichever occurs first. In the case of a proposal to be circulated prior to a Special Meeting, the results shall also be announced at the Special Meeting.

Section 3.06 Balloting: Acceptable balloting for Proposals:

- A. By signature ballot in person at a General or Special Meeting.
- B. By signature ballot delivered by mail to the Treasurer.
- C. By proxy ballot(s) which will be accepted and counted by the ballot jury only if accompanied by a Member's signed statement appointing the named person to cast the proxy vote for Member.
- D. No votes solicited by telephone will be accepted by the balloting jury.

Section 3.07 Approval Requirement for Passage of a Proposal:

- A. A simple favorable majority (51%) of all Members voting shall be required to amend or replace the Declaration of Covenants, Conditions and Restrictions of the Association.
- B. A simple favorable majority (51%) of all Members shall be required to amend or replace the By Laws of the Association.
- C. A simple favorable majority (51%) of Members voting shall be required to elect officers to the Administrative Council.
- D. A simple favorable majority (51%) of Members voting shall be required to pass the yearly Association Budget.
- E. A simple favorable majority (51%) of Members voting at a General or Special Meeting shall be required to amend, approve or repeal any General Policy Proposal.
- F. A simple favorable majority (51%) of Members voting at a General or Special Meeting shall be required to approve an Annexation or Merger Proposal.
- G. A two-thirds favorable majority (67%) of Members voting at a General or Special Meeting shall be required to pass a Capital Improvement Proposal.
- H. A two-thirds favorable majority (67%) of Members voting at a General or Special Meeting shall be required to pass a Reconstruction Assessment Proposal.
- I. A unanimous vote (100%) of all Members shall be required to designate the date, time and location of an ad-hoc Association Meeting.
- J. A unanimous vote (100%) of all Members shall be required for approval of an Informal Proposal. A General or Special Meeting is not required.

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ARTICLE IV
DUTIES AND POWERS OF THE ASSOCIATION

Section 4.01 General Duties and Powers of the Association: The Association is formed and incorporated as a Utah nonprofit corporation. The Association will perform functions as provided in this Declaration to further the common interests of all Members which may be subject, in whole or in part, to any or all the provisions, covenants, conditions, and restrictions contained in this Declaration, and to perform functions for Companion Subdivisions at in the North Fork area. 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. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit-making activity, except for the earning of interest on deposited funds of the Association. In addition to the duties and powers enumerated in its Articles and By Laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall:

- A. Enforce the provisions of this Declaration, the Articles and the By Laws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided in the By Laws and the establishment of fines or penalties enforceable as Special Assessments, also as provided for in the By Laws;
- B. Acquire, maintain, and otherwise manage all of the Common Areas and all facilities, improvements, and landscaping thereon, and all personal property acquired by the Association;
- C. Pay any real and personal property taxes and other charges assessed against the Common Areas unless the same are separately assessed to the Members;
- D. Obtain, for the benefit of the Common Areas, all water, gas and electric, refuse collections and other appropriate services, if any;
- E. Grant easements where necessary for vehicular and pedestrian ingress and egress, utilities and sewer facilities over the Common Areas for the benefit of individual Lots within the Covered Property and/or to serve the Covered Property as provided in the Article hereof entitled "Rights in the Common Areas;"
- F. Contract for and maintain such policy or policies of insurance as may be required by the Declaration or as Administrative Council deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;
- G. Delegate its power to committees, officers, subcontractors, or employees as provided in the By Laws, employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;
- H. Establish and maintain a working capital and contingency fund in an amount to be determined by the Administrative Council;
- I. Have the duty to maintain architectural control over the Covered Property through the jurisdiction of the Architectural Committee;
- J. Have the power of entry upon any Lot where necessary in connection with inspection, construction, maintenance or repair for the benefit of the Common Areas, or the Members, with prior notice as may be feasible;

- K. Arrange winter road maintenance including snow removal service for the benefit of the Members and their Lots;
- L. Acquire real property easements, or other interests in real property by lease or purchase for the benefit of individual Lots within the Covered Property, offices or other facilities that may be necessary or convenient for the management of the Common Areas, the administration of the affairs of the Association or for the benefit of the Members or any of them;
- M. Negotiate contracts for portions of the Common Areas;
- N. Have the power to establish in cooperation with the County a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas to said district; and
- O. Negotiate and enter into contracts with Institutional Mortgagees and mortgage insurers and guarantors as may be necessary or desirable to facilitate the availability of loans secured by Mortgages within the Covered Property.

Section 4.02 Administrative Council: The governing body of the Property Owners Association is the Administrative Council. The officers of the Administrative Council are the President, President-elect (Vice-president), immediate Past-President, Secretary, Treasurer, Chair of the Architectural Committee, and Chair of the Road and Facilities Committee. All positions are elected. The duration of the Vice-president / President / Past-President position is three-years. All other elected offices are for two year terms. The election of the Administrative Council shall be by ballot. The Administrative Council will appoint a chair and two other members to a Nominating/Ballot Committee in August of each year. Nominations will be reviewed and ballots prepared by a three member Ballot Committee appointed by the Administrative Council in August of each year. This nominating committee will contact potential nominees for any elected office for that year to determine willingness to serve. The ballots will be mailed to Members by September 1st of each year. Any member in good standing with all Assessments paid may submit nominations for Administrative Council office. Ballots are to be returned to the address of the Treasurer of the Association by September 21st of each year. The Nominating/Ballot Committee will determine the legitimacy of each vote, count the votes, and inform the Administrative Council of the results. The results will be announced at the September General Meeting.

Section 4.03 Association General Meetings: Meetings of the Association shall be held each year on the third Saturday of April and September at 2 p.m. at the Community Center. Thirty (30) days written notice is required, mailed prepaid postage to the last know permanent address of each member as supplied to the Association, specifying the date, time, and place of such meeting. An agenda for such meeting will be prepared by the Administrative Council and included with the written notice.

Section 4.04 Special Meetings: Special meetings of the Association may be called by the Administrative Council at any time, or must be called upon written request of any five Members of the Association. Thirty (30) days written notice is required, mailed prepaid postage to the last know permanent address of each member as supplied to the Association, specifying the date, time, and place of such meeting. An agenda for such meeting will be prepared by the Administrative Council and included with the written notice.

Section 4.05 Services and Bids: Competitive bids are required for all services over \$1000, especially services which can be accepted by or are provided for pay by an Association officer with a potential conflict of interest.

Section 4.06 Community Representation: To promote and represent the interests of the Association within the Sundance and North Fork communities, the President will act as the Association's official

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spokesperson and shall fairly represent the opinions of all Members in all discussions. The President will provide representation at all such community meetings and report back to the Members through articles in the Association newsletter, special mailings, or through summary reports at the Association's general meetings. All decisions which relate to the Association's participation in community activities and especially those which would in any way obligate or create indebtedness for the Association must be approved by a General Policy Proposal.

Section 4.07 Association Records: Every outgoing Association officer is required to deliver to his successor all relevant records and materials within ten (10) days after leaving office.

Section 4.08 Articles of Incorporation and By Laws: All other affairs of the Association shall be governed by the Articles of Incorporation and By Laws. Should there be any inconsistency between the Articles of Incorporation and By Laws and the Declaration, this Declaration shall control.

Section 4.09 Association Rules: The Administrative Council shall also have the power pursuant to the procedures set forth in the By Laws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the Association Rules). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas; provided, however, that the Association Rules may not discriminate among Members and shall not be inconsistent with this Declaration, the Articles or By Laws. A copy of the Association Rules as they may from time-to-time be adopted, amended or repealed, shall be delivered to each Member in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available from the Secretary of the Association to each Member and Institutional Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the By Laws, the provision of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the By Laws to the extent of any such inconsistency.

Section 4.10 Delegation of Powers: The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles or the By Laws, provided, however, no such delegation, whether to a professional management company, the Architectural Committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

Section 4.11 Boundary Disputes: The resolution of any lot boundary and/or easement dispute(s) is limited to the owners platted lots involved in the dispute(s).

ARTICLE V ASSESSMENTS

Section 5.01 Creation of the Lien and Personal Obligation of Assessments: The Members of the Association, for each Lot owned by them, respectively, hereby covenant and agree to pay, and each Property Owner of any Lot by acceptance of a deed or other conveyance creating in such Property Owner the interest required to be deemed a Property Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association Regular Assessments, Special Assessments, Capital Improvement Assessments and Reconstruction Assessments, such Assessments to be fixed, established and collected from time-to-time as hereinafter provided. The Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each

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such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorneys' fees, shall also be the personal obligation of the Property Owner of such Lot.

Section 5.02 Purpose of Assessments: The Assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the Members and the management of the Association, enhancing the quality of life in the Association and the value of the Covered Property including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas.

ARTICLE VI GENERAL USE RESTRICTIONS

Section 6.01 General Use Restrictions: The Association shall, from time-to-time adopt and promulgate restrictions on the use of covered property. These general use restrictions are in Addendum A to the CC&R's.

Section 6.02 General Use Restriction Appeals: Complaints concerning General Use Restrictions unable to be resolved between Members shall be submitted in writing to the Administrative Council as an appeal for arbitration. The Administrative Council will review and adjudicate the complaint at the next Administrative Council Meeting. The impacted Lot owners will be notified in writing within 15 days of the Administrative Council decision.

ARTICLE VII RIGHTS IN THE COMMON AREAS AND OPEN SPACE

Section 7.01 Members' Right of Enjoyment: Every Member shall have a nonexclusive easement for use and enjoyment in and to the Common Areas, and such right shall be appurtenant to and shall pass with the interest required to be a Property Owner of every Lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members and to limit the use of the Common Areas by persons not in possession of a Lot, but owning a portion of the interest in a Lot required for membership.
- B. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas.
- C. The right of the Association to suspend the right to use the recreational facilities, if any, located on the Common Areas, by a Member for any period during which any Assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use the recreational facilities located on the Common Areas, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By Laws, and provided further that the Association's right of suspension shall never extend to any private roads within the Project.
- D. The right of the Association subject to the approval rights of Mortgagees pursuant to the Article hereof entitled "Rights of Lenders," to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including,

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without limitation, the conveyance, lease or other transfer of any portion of the Common Areas to a special tax assessment district or to the County, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

- E. The right of the Association to levy a charge for the use of the recreational facilities, if any, located on the Common Areas.
- F. The right of the Association to establish, in cooperation with the County, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provision of subsection (D) above, all or any portion of the Common Areas to said district.
- G. The right of the Association to grant easements where necessary for vehicular and pedestrian ingress and egress, utilities and sewer facilities over the Common Areas for the benefit of individual Lots within the Covered Property and/or to serve the Covered Property.

Section 7.02 Delegation of Use: Any Member may extend, subject to any applicable provisions of the By Laws, his right of enjoyment to the Common Areas to the members of his family or his tenants who reside on his Lot, or to his guests, subject to the rules and regulations adopted by the Administrative Council.

Section 7.03 Waiver of Use: No Member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas, or the abandonment of his Lot.

Section 7.04 Speed Limit on Association Roads: The speed limit on all roads within the Covered Property is Fifteen (15) mph. Speed limit signs shall be posted along Association Roads and along private roads which are maintained in part by the Association and which lead to the Association. Signs to discourage non-Association traffic from entering the Covered Property shall also be posted.

Section 7.05 Safe Centers: Evacuation plans including maps and safe centers shall be provided to all Members.

ARTICLE VIII EASEMENTS

Section 8.01 Utilities: The rights and duties of the Members with respect to water, sewer, electricity, gas, telephone, cable television lines, drainage facilities and any other utilities shall be governed by the following:

- A. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, any Member served by said connections, lines or facilities shall grant and transfer an easement to the Association to the full extent necessary therefor, to enter upon the Lot owned by the Member, or to have utility companies enter upon the Lot owned by the Member, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that

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such Member or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

- B. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone or cable television lines or drainage facilities are installed within the Covered Property, which connections serve more than one (1) Lot, the Member served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.
- C. Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities will be shown on the recorded subdivision map(s) of plat(s) of the Covered Property.

Section 8.02 Oil and Mineral Rights: There is hereby reserved to Members, together with the right to grant and transfer the same, all oil, oil rights, minerals, mineral rights, natural gas right, and other hydrocarbons by whatsoever name known, geothermal steam, and all products derived from any of the foregoing, that may be within or under the portion of the Lot owned by the Member.

Section 8.03 Repair and Maintenance: There is hereby reserved to the Association as provided in the Article of this Declaration entitled "Repair and Maintenance," including, without limitation, maintaining the drainage facilities and easements, and inspecting each Lot at any reasonable time for compliance with said Article.

Section 8.04 Common Area Easements: There is hereby reserved to the Association all easements to the Common Areas. Such easements shall be subject to the rights of the Association with regard to the Common Areas as set forth in the Article hereof entitled "Rights in Common Areas."

Section 8.05 Upper Lift Drive Easement: There is hereby reserved to the Association an easement to Sundance Resort Inc. for the use of Upper Lift Drive during the avalanche/snow season each year to use as a ski run. Sundance Resorts Inc. will provide appropriate avalanche control of the Upper Lift Drive and the Black Forest above Upper Lift Drive.

Section 8.06 Emergency Access Off Deer Run: There is hereby reserved to the Association an easement to the Association from Sundance Resort Inc. for emergency access off Deer Run Lane onto Sundance Resort properties during the avalanche/snow season each year extending from Deer Run Lane to Stewart Upper Lift Lane.

ARTICLE IX INSURANCE

Section 9.01 Types: The Association, to the extent available, shall obtain and continue in effect in its own name the following types of insurance:

- A. A comprehensive policy of public liability insurance covering the Common Areas for claims for personal injury and/or property damage out of a single occurrence, such coverage to include protection against water damage liability, liability for nonowned and hired automobiles and liability for property of others, and such other risks as shall customarily be covered with respect to similar planned unit developments in the area of the Covered Property, and shall contain a "severability of interest" endorsement or the equivalent which shall preclude the insurer from denying the claim of a Member because of negligent acts or omissions of the Association or other Members;
- B. A policy of fire and casualty insurance with extended coverage for the full replacement value of the buildings, if any, situated on the Common Areas (including all building service equipment

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and the like), without deduction for depreciation, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation against Members and the Association and persons upon the Covered Property with the permission of a Member, such insurance to afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as shall customarily be covered with respect to similar planned unit developments in the area of the Covered Property.

- C. Fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle or who are responsible to handle the funds of the Association, and such fidelity bonds shall name the Association as obligee, shall be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves and capital improvement, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation or from any definition of "employee" or similar expression.

Section 9.02 Waiver by Members: As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Administrative Council, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

Section 9.03 Other Insurance; Annual Review: The Association may purchase such other insurance as it may deem necessary, including, but not limited to, plate-glass insurance, worker's compensation, officers' and directors' liability, and errors and omission insurance. The Administrative Council shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Common Areas in light of increased construction costs, inflation, practice in the area in which the Covered Property is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Association. If the Administrative Council determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 9.04 Premiums and Proceeds: Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of this property for which the insurance was carried, or otherwise disposed of as provided in the Article hereof entitled "Destruction of Improvements." The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) members of the Administrative Council may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and the Members.

Section 9.05 Abandonment of Replacement Cost Insurance: The Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on less than one hundred percent (100%) current replacement cost basis.

Section 9.06 Payment of Taxes or Premiums by First Mortgagees: First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas, unless such taxes or charges are separately assessed against the Members, in which case the

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rights of First Mortgagees shall be governed by the provisions of their Mortgages. First Mortgagees may, jointly or singly, also pay overdue premium on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any First Mortgagee which requests the same to be executed by the Association.

ARTICLE X DESTRUCTION OF IMPROVEMENTS

Section 10.01 In the event of partial or total destruction of improvements upon the Common Areas, it shall be the duty of the Association to remove or to restore and repair the same to its former condition as promptly as practical.

- A. The proceeds of any insurance maintained on these improvements shall be used for such purpose, subject to the prior rights of Mortgagees whose interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies is insufficient to cover the building and repair costs, a Reconstruction Assessment may be levied by the Association to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose.
- B. The improvements shall not be replaced or restored unless a Reconstruction Assessment is approved.
- C. In the event of a determination as provided above, not to replace or restore the improvements on the Common Areas, the Common Areas shall be cleared and landscaped for community park use and the costs thereof shall be paid for with the insurance proceeds, and any deficiency may be raised by a Reconstruction Assessment.
- D. The Administrative Council, in its sole discretion, may retain such sums in the general funds of the Association or distribute pro rata all or a portion thereof to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. The rights of a Member and the Mortgagee of his Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot. All amounts collected as forth in this Article and shall be deposited by the Administrative Council in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association.
- E. In the event that partial or complete destruction of Improvements to Common Areas is determined by the Administrative Council to be the responsibility of a Member, Member's family, or Member's guest, the Member will be fined the total cost of reconstruction.

ARTICLE XI EMINENT DOMAIN

Section 11.01 The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas, the Members hereby appoint the Administrative Council and such persons as the Administrative

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Council may delegate to represent all of the Members in connection with the taking. The Administrative Council shall act in its sole discretion with respect to any awards being made in connection with taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Areas, the rules as to restoration and replacement of the Common Areas and the improvements thereon shall apply as in the case of destruction of improvements upon the Common Areas. In the event of a total taking, the Administrative Council may in its sole discretion retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Members. The rights of a Member and the Mortgagee of his Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

ARTICLE XII ANNEXATION OF REAL PROPERTY

Any real property may be annexed and become subject to this Declaration as follows:

Section 12.01 Annexation Proposal: Any person who desires to add property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in the Section of this Article entitled "Supplementary Declarations" which becomes a Proposal for Annexation.

Section 12.02 Supplementary Declarations: The annexations authorized under the foregoing Sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property. Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration or any merger or consolidation revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

Section 12.03 Merger Proposal: A proposal for merger or consolidation with another Association may be submitted to the Members by the Administrative Council at a General Meeting or through the calling of a Special Meeting. On approval of a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants and restrictions established upon any other property as one plan.

ARTICLE XIII ENFORCEMENT

Section 13.01 Enforcement: The Association, or any Member, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or

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hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens and Association Rules, the Association shall have the exclusive right to enforcement thereof. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the By Laws and any amendments thereto. Failure by the Association, Declarant or any Member to enforce any covenant, condition or restriction herein contained, or the By Laws, in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

Section 13.02 Enforcement and Remedies: The obligation, provisions, covenants, restrictions and conditions contained in the Declaration or any Supplemental or Amended Declaration with respect to the Association shall be enforceable by Declarants or by any Member 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 attorneys' fees.

Section 13.03 Protection of Encumbrancer: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration on an 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.

ARTICLE XIV GENERAL PROVISIONS

Section 14.01 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 (50) years or until this Declaration is replaced 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 January 1, 2033 AD, provided, however, that unless at least one year prior to said time of expiration there is recorded an instrument directing the replacement of the Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten (10) years and thereafter for successive periods of ten (10) years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is replaced.

Section 14.02 Amendment of Declaration: 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 by the recording of a written instrument specifying the amendment, executed by the Property Owners of not less than fifty-one percent (51%) of the Lots then subject to this Declaration.

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Section 14.03 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.

Section 14.04 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.

Section 14.05 Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Covered Property and the Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

Section 14.06 Singular Includes Plural: Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 14.07 Nuisance: The result of every act or omission, whereby any provision, covenant, condition, restriction, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

Section 14.08 Attorneys' Fees: In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Special Assessment with respect to the Lot involved in the action.

Section 14.09 Notices: Any notice to be given to a Member or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

- A. Notice to a Member shall be deemed to have been properly delivered when delivered personally or placed in first class United States mail, postage prepaid, to the most recent address furnished by such Member in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address to which the Member's property tax notice is sent. Any notice so deposited in the mail within Utah or Salt Lake County, Utah, shall be deemed delivered forty-eight (48) hours after such deposit. In the case of the co-Property Owners, any such notice may be delivered or sent to any one of the co-Property Owners on behalf of all co-Property Owners and shall be deemed delivery on all such co-Property Owners.
- B. Notice to a Mortgagee or its mortgage servicing coordinator shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee in Utah or Salt Lake County, Utah, or, if no such office is located in said County, to any office of such Mortgagee.

Section 14.10 Effect of Declaration: This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Covered Property and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

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Section 14.11 Personal Covenant: To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Member and Declarant or other Members, such personal covenant shall terminate and be of no further force or effect from and after the date when the person or entity ceases to be a Property Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 14.12 Nonliability of Officials: To the fullest extent permitted by law, neither the Administrative Council, the Architectural Committee, the Road and Facilities Committee or any other committee of the Association or any member of such Administrative Council or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act omission, error, negligence or the like made in good faith within which such Administrative Council, committees or persons reasonably believed to be the scope of their duties.

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ADDENDUM A
GENERAL USE RESTRICTIONS

Section 1.01 Animals: No animals, horses, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that two dogs, two cats or two other household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Administrative Council. Existing pets can be kept for the duration of their natural life. Notwithstanding the foregoing, no animals or fowl may be kept on the Lots which in the good faith judgment of the Administrative Council or a committee selected by the Administrative Council for this purpose, result in an annoyance or are obnoxious to residents in the vicinity. All trained animals under control will not have to be leashed. All other animals permitted to be kept by this Section shall be kept on a leash (where appropriate) when on any portion of the Covered Property except within a Member Lot. Owners of all pets agree to pick up all fecal waste on all roads and driveways and dispose of it in refuse.

Section 1.02 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 to 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.

Section 1.03 Antennae and Satellite Dishes: No television, radio, or other electronic antenna, satellite dish or device of any type shall hereafter be erected, constructed, placed or permitted to remain on any of the Lots, or upon any of the buildings constructed on such Lots unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be contained within a house or building, or be satellite receiver dishes less than 24 inches in diameter. Installation sites should not only consider where a signal is not impaired but should consider the aesthetics of the lot and impact on neighbors.

Section 1.04 Commercial Use: Subject to the Section entitled "Construction and Sales" of the Article hereof entitled "Easements," no part of a Lot or Dwelling shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes; provided, however, that the Association shall have the right to provide or authorize such services on the Common Areas as it deems appropriate for the enjoyment and benefit of the Common Areas or for the benefit of the Members.

Section 1.05 Drainage: All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

- A. Any such water may drain or flow into adjacent streets and shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Areas unless an easement for such purpose is granted.
- B. All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof on to adjacent streets or adjoining property.

Section 1.06 Fire Protection/Prevention: The removal of dead fall and slash from all lots is required. Members are urged to follow the Utah County Urban Interface Regulations. All trees are to be limbed up 6' and a thirty (30) foot brush-free clear zone is to be created around structures. No open or pit fires are allowed.

Section 1.07 Fireworks: No fireworks of any kind shall be ignited at any time on any Lot or Common Area in the Covered Property.

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Section 1.08 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 an approved contained barbecue unit while attended and in use for cooking purposes or within safe and well- designed interior fireplaces.

Section 1.09 Maintenance of Property: All Lots and all improvements on any Lot shall be kept and maintained by the Member thereof in clean, safe, attractive and sightly condition and in good repair.

Section 1.10 Natural Foliage Area: No intrusion whatsoever into or disturbance whatsoever of any natural foliage area running along Association Roads adjacent to the Lots and shown on any final subdivisions map(s) of plat(s) as "landscape maintenance areas" or "landscape maintenance easement" or "natural foliage area" or similar designation shall be allowed at any time, except for driveways at the locations shown on the final subdivisions map(s) of plat(s) of the Covered Property, it being intended that said areas be left in an entirely natural state at all times.

Section 1.11 Nuisance, Noxious or Offensive Activity: No noxious or offensive trade or activity shall be carried on upon any Lot, or any part of the Covered Property nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall, in anyway, interfere with the quiet enjoyment of each of the Members of his respective dwelling or property, or which shall in any way increase the rate of insurance.

Section 1.12 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 and one garage.

Section 1.13 Oil and Mineral Rights: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of any Lot or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 1.14 Propane Tanks: Only below ground propane storage is permitted. In order to enhance mountain safety for all, the Association endorses compliance with regulations of the Utah County Urban Interface Act relating to the storage of propane. Buried tanks from 125 to 2000 gallons are required to be a minimum of 10' from roads, property lines, and structures.

Section 1.15 Residence Numbers: The display of residence numbers as already determined by the North Fork Special Service District is required.

Section 1.16 Restriction on Signs: With the exception of a temporary sign no larger than three square feet identifying the architect and a temporary sign of similar dimensions identifying the prime contractor to be displayed during the course of construction, no other signs or advertising devices, including, but without limitation, reality, commercial, political, informational or directional signs or devices shall be erected or maintained on any Lot, except signs approved in writing/telephone 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 must 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.

Section 1.17 Road Usage: Use of Association roads are restricted as follows:

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- A. Only vehicles with four wheel drive or appropriate traction devices are allowed on Association Roads whenever snow or ice is present. Studded snow tires are recommended. Vehicles violating these rules may be impounded or cited.
- B. Vehicles are restricted from being parked at any time on any part of an Association Road or easement except in an approved and improved parking space.
- C. 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.
- D. The use of and access via Association roads to adjacent areas, particularly mid-slope access via Stewart Road and Deer Run, and to the meadow via Meadow Road, is limited to Association purposes only.
- E. Sundance Resort is allowed the traditional use of Upper Lift Drive to facilitate skiers returning from the upper lifts in exchange for avalanche control of Upper Lift Drive and Deer Run Road and emergency access off Deer Run Road during the snow season.

Section 1.18 Road Maintenance:

- A. The Road and Facilities Committee are required to keep Association roads and fire hydrants free of snow, rocks, debris, grit, overhanging foliage, and all other obstructions.
- B. The Member is required to remove unsightly weeds along adjacent roadways by natural means, without using herbicides except under unusual conditions where prior written approval is obtained from the Administrative Council.
- C. Road Upgrading.
 - 1. A new or existing road within the boundaries of the Association which either is reserved on the recorded plat as a street abutting subdivision lots or is deeded to the Association as a Common Area, specifically excluding driveways and parking spaces, shall become a Common maintainable road of the Association when the road has been upgraded by the Members served by the road access.
 - 2. Upgrading must include proper road base, width, slope, grade, clearance, paved surfacing, and water runoff drainage. Upgrading will be deemed acceptable and the road classified as maintainable following the approval of the work by the Road and Facilities Committee.
- D. Contracting for and supervising winter road maintenance for all Common Association roads, including snow removal and treatment of icy road conditions, will be the responsibility of the Road and Facilities Committee. If Sundance community planning is available, then the Road and Facilities Committee will attempt to coordinate their efforts for snow removal with the efforts of the Sundance community. The cost of winter road maintenance will be shared by all Association Members as part of the Regular Assessment. Snow removal from private drives and parking places is the responsibility of individual Members.

Section 1.19 Rules and Regulation: No Member 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 Member's Lot.

Section 1.20 Service Yards: All 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.

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Section 1.21 Sewer System: If and when a sewer system becomes available in the canyon each Lot owner shall be encouraged to 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 owner's Lot therein. Any septic tank used shall be installed only after approval by the Architectural Committee and approved by all governmental health authorities having jurisdiction. No cesspools shall be allowed.

Section 1.22 Subdivision of Lots: No further subdivision of any Lot shall be permitted at any time, whether by physically subdividing a Lot or by dividing up ownership into different time periods.

Section 1.23 Swimming Pools or Sport Courts: No swimming pools or sport courts shall be constructed or maintained at any time on any portion of the Covered Property. Indoor exercise pools are permitted.

Section 1.24 Tree Removal and Landscaping: Maintenance of the existing landscape and plant life are the responsibility of the Property Owners and will be monitored by the Architectural Committee. A request, in writing, for removal or destruction of live trees where no building permit, septic permit, or demolition permit is requested or contemplated shall contain the name of applicant, name of Owner of property with consent of the Owner, if different from the applicant, location of tree(s) on a sketch of property and reasons for the removal or destruction. Exemptions from this request include cutting, pruning, or trimming of trees in a manner which is not harmful to the tree and removal of dead trees. Any topping of a tree requires approval, in writing, from the Architectural Committee. All diseased trees on the property must be removed. The US Forest Service will assist any Lot Owner in appraising their trees for health, beetles, disease, feeding, etc. Any evergreen tree removed may be required to be replaced by two (2) eight (8) foot evergreen trees. Coniferous trees shall be replaced by two (2) similar coniferous trees at least twelve (12) feet in height at the time of planting. Tree replacement and the number of trees required shall be determined by the Architectural Committee by the availability of the land to accommodate said tree.

Section 1.25 Unsightliness: No unsightliness shall be permitted upon any Lot.

- A. All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon.
- B. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets, all other Lots, alleys or Common Areas. Any fence or screen required by this Section shall comply with standards established by the Architectural Committee as to size, color, material or other qualifications for permitted fences or screens.
- C. 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;
- D. 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;
- E. No garage door shall be permitted to remain open persistently if the garage is unsightly.
- F. No vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any Lot unless in an approved building or garage;
- G. 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 Addendum A Section 1.22;

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- H. Refuse, garbage and trash shall be placed and kept at all times in covered container, and such container shall be kept within an enclosed structure or appropriately screened from view;
- I. 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;
- J. Utility meters (Utah Power and Light) 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;
- K. The immediate removal by each Lot owner of debris and other unsightliness originating from his Lot during an avalanche is required.
- L. The Association may, after giving 30 days written notice to a Member, hire cleanup work done on the Member's Lot, at the Member's cost, which if not paid, will become a Special Assessment.

Section 1.26 Used or Temporary Structures: No temporary structure, house trailer, mobile home, recreational vehicle, camper, basement, tent, shack, garage, barn or other 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.

Section 1.27 Utility Extensions Over Association Properties: No utilities shall be run over, under, or through Association Property without receiving written approval of an engineering design plan for the utility installation that has been submitted to and approved by the Road and Facilities Committee.

Section 1.28 Utility Lines Underground: All utility lines, pipes and conduits within the Covered Property shall be installed underground where appropriate and no such utility lines, pipes or conduits or supporting apparatus shall be permitted above ground, except to the extent reasonably necessary to support such underground utilities as determined by the Architectural Committee.

Section 1.29 Vehicles: No truck larger than a pickup, motorbike, motorcycle, trail bike, tractor, golf cart, mobile home, trailer, camper, recreational vehicle, snowmobile, all-terrain vehicle, boat or similar equipment shall hereafter be permitted to remain upon any Lot, unless placed or maintained within an enclosed garage or within the area of the Lot designated by the Architectural Committee for the parking of vehicles and equipment; nor permitted to be parked other than temporarily, on any street, alley, or Common Areas within the Covered Property. Temporary parking shall mean parking of vehicles belonging to guests of Members, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Members and parking of vehicles belonging to or being used by Members for loading and unloading purposes. The Administrative Council may adopt rules for the regulation of the admission and parking of vehicles within the Covered Property, including the assessment of charges to Property Owners who violate or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments.

Section 1.30 Violation of County Ordinances: Nothing herein shall give any Member the right to violate any ordinances of Utah County and where any activity allowed herein is proscribed by said ordinances, said ordinances shall have priority.

Section 1.31 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 Declaration or specified in Utah County Code, the most restrictive of which shall apply.

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Pursuant to the provisions of the Utah Nonprofit Corporation and Cooperative Association Act, the Stewart Cascades Association of Property Owners (SCAPO), a Utah nonprofit corporation, hereby adopts the following By Laws.

ARTICLE I
NAME AND PRINCIPAL OFFICE

Section 1.01 Name: The name of this nonprofit corporation is Stewart Cascades Association of Property Owners (SCAPO) hereinafter referred to as the "Association."

Section 1.02 Offices: The Principal Office of the Association shall be at the address of the Secretary of the Administrative Council.

ARTICLE II
STATED PURPOSE

Section 2.01 Stated Purpose: The By Laws are written rules for conduct of the Association. By Laws provide for the calling of meetings; election of offices; define the rights and obligations of various officers, persons, or groups within the Association; filling vacancies; notices; committees; assessments; and other routine conduct. By Laws are in effect a contract among members and must be formally adopted and/or amended.

ARTICLE III
DEFINITIONS

Section 3.01 Definitions: Except as otherwise provided in these By Laws or as may be required by the context, all terms defined in Article II of the Declaration of Covenants, Conditions and Restrictions for the Stewart Cascades Association of Property Owners (SCAPO), referred to as the "Declaration," shall have the same meanings when used in these By Laws.

ARTICLE IV
MEMBERS

Section 4.01 Place of Meetings: The Administrative Council may designate any public place in Utah County, State of Utah as the place of meeting for any General Meeting or for any Special Meeting called by the Administrative Council. An ad hoc meeting of Members may be called by a waiver of notice signed by all (100%) of the Members to designate any date, time or place, either within or without the State of Utah, as the date, time and place for holding such meeting. If no designation is made, the place of the meeting shall be at the principal office of the Association.

Section 4.02 Notice of Meetings: The Administrative Council shall cause written or printed notice of the time, place and purposes of all meetings of the Members (whether General or Special) to be delivered, not more than sixty (60) nor less than thirty (30) days prior to the meeting, to each Member of record. The

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notice shall be deemed to be delivered when deposited as paid First Class mail with the United States Postal Service addressed to the Member's registered address.

Section 4.03 Members of Record: Upon purchasing a Lot in the Covered Property, each Property Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in said Property Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Administrative Council may designate a record date, which shall not be more than sixty (60) nor less than thirty (30) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Property Owners of record of Lots in the Association with all assessments paid shall be deemed to be the Members of record in good standing and entitled to notice of and to vote at the meeting of the Members.

Section 4.04 Address of Record: Each Member shall register with the Association a current mailing address for purposes of notification, which shall be the Address of Record. Current mailing addresses may be changed by notice in writing to the Association. In the absence of a current mailing address, the Member's address for County tax notification will be used as the Address of Record.

Section 4.05 Proxies: At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or Member's authorized agent in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed in writing by all joint members. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to the officer or person acting as Secretary of the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

Section 4.06 Waiver of Irregularities: All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

Section 4.07 Informal Proposal: Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all (100%) of the Members entitled to vote with respect to the subject matter thereof

ARTICLE V

ADMINISTRATIVE COUNCIL

Section 5.01 General Powers: The property, affairs, and business of the Association shall be managed by its Administrative Council. The Administrative Council may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, by these By Laws, or by the Declaration vested solely in the Members under the provisions herein. The Administrative Council may by written contract delegate, in whole or in part, to a professional management organization or person, such of its duties, responsibilities, functions, and powers as can be properly delegated.

Section 5.02 Officers, Tenure and Qualifications: The governing body of the Property Owners Association is the Administrative Council. The officers of the Administrative Council are the President,

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President-elect (Vice-president), Past-President, Secretary, Treasurer, Chair of the Architectural Committee, and Chair of the Road and Facilities Committee. All positions are elected. President rotation is a three-year term, all other positions are for two-year terms. All Administrative Council Members shall be Members of the Association in good standing or designees of Members in good standing, including person(s) authorized in writing to act on the Member's behalf in all matters related to Stewart Cascade Association of Property Owners, and persons residing full-time within the boundaries of the Association (Article IV Section 4.03). Each Administrative Council Member shall hold office until his/her successor shall have been elected or appointed and qualified. Each officer whether chosen at a regular Annual Meeting or otherwise shall hold his/her office until the next ensuing regular Annual Meeting and until his/her successor shall have been chosen and qualified, or until his/her death, or until his/her resignation, disqualification, or removal in the manner provided in these By Laws, whichever first occurs. No one person may hold any two or more offices except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. In the internal structure of the Administrative Council each officer in the organization has specific duties and obligations as set forth in the By Laws.

Section 5.03 President: The President is the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall preside at meetings of the Administrative Council and at meetings of the Members. He/she shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things that the Administrative Council may require of him/her. The President shall be invited to attend meetings of each committee. The President should be skilled at delegating responsibility without losing authority. The President will conduct meetings in an orderly fashion, giving each member an opportunity to discuss and vote so the democratic process is achieved for a proper and purposeful outcome. Administrative Council Meetings will be conducted using parliamentary procedure (Robert's Rules of Order). It is essential that the President be thoroughly knowledgeable about the Organization's history, purpose and current activities. The President should prepare for the office by reviewing the Covenants and By Laws and by studying all files and reports. At the beginning of the term of office the President should take time to outline and develop goals for his/her term in conjunction with the Administrative Council and expressed views of the Membership. Specific duties of the President also include establishing an agenda before each Administrative Council meeting in time for it to be shared with other members in advance by no less than forty-eight (48) hours; providing a comfortable, convenient physical setting for the meeting; responsibility for liaison with other property owners associations and North Fork area organizations.

Section 5.04 Past President: The Past President was the President of Administrative Council the preceding year, and will serve for one year, thus completing a three (3) year term on the Council (Vice-president/President-elect, President, Past President). The Past President will remain and serve on the Administrative Council as a voting member. The purpose of the Past President's continued participation is to provide continuity to the Administrative Council function. The Past President will continue to participate with assignments, projects, and committees as assigned.

Section 5.05 Vice-president/President-elect: The Vice-president will serve a three-year term. Elections will be held for this office on a yearly basis. The Vice-president assumes the position of President if it becomes vacant during the first year in office. The Vice-president becomes the President the year after serving as the Vice-president. The Vice-president shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Administrative Council.

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Section 5.06 Secretary: The Secretary shall keep the minutes of the Association and shall maintain such books and records as these By Laws, the Declaration, or any resolution of the Administrative Council may require him/her to keep.

- A. The Secretary keeps the records of the organization including taking notes at proceedings, writing them as formal minutes, preserving them and reading them at next meeting.
- B. The Secretary will maintain an accurate alphabetical list of membership, a file of reports of committees, a list of current business for agenda preparation, and a reference book containing the Covenants, By Laws, and Contracts.
- C. Vital information, such as the location of Administrative Council's safe deposit box, location and number of its key, and list of the contents of the box should be maintained.
- D. The Secretary is to answer all general correspondence. This includes correspondence directly related to committee Chairs.
- E. Besides reading correspondence at the meeting as directed by the President and answering it, the Secretary maintains files of all correspondence along with copies of letters received for as long as practically necessary.
- F. The Secretary types and distributes the agenda for Administrative Council Meetings and for regular general membership meetings, notifies all members of meetings and provides the necessary publicity for meetings.
- G. The Secretary will notify those members who are absent, of their appointment to committees or assignment to projects or other duties.
- H. To each meeting the Secretary shall bring a copy of the Covenants and By Laws, a copy of parliamentary authority, and list of all committees and committee assignments.
- I. The Secretary shall also act in the place and stead of the President in the event of the President's and Vice-president's absence or inability or refusal to act.
- J. He/she shall be the custodian of the seal of the Association, if any, and shall affix the seal to all papers and instruments requiring the same.
- K. He/she shall perform any other duties as the Administrative Council may require of him/her.
- L. The Secretary will be elected for a two (2) year term on each even year.

Section 5.07 Treasurer: The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Administrative Council.

- A. The Treasurer shall report the state of the finance of the Association at each Annual Meeting of the Members and at any meeting of the Administrative Council. He/she shall perform any other duties as the Administrative Council may require of him/her.
- B. The specific duty of the Treasurer is to receive and disperse funds on behalf of the Association. The Treasurer will keep an account book, check book, receipt book, and a file. The checks must be signed by either the President or the Treasurer. The signatures of the Vice-president and the Recording Secretary will be kept on file at the bank for use in emergencies. Receipts will be given and received whenever money changes hands. The Treasurer will maintain the bookkeeping which will consist of records of all receipts, deposits and disbursement. This should be kept up to date, with the checkbook balanced monthly.
- C. The Treasurer will also keep accurate records of assessments that members pay, issue reminders of assessments that are delinquent and advise members who are having a lien filed because of nonpayment.

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- D. The Treasurer is authorized to pay routine bills that have been budgeted and approved. Other expenditures can only be made on approval by the Administrative Council.
- E. On a quarterly basis, the Treasurer will present to the Administrative Council the balance on hand at the beginning and end of the recording period. For the semiannual meetings, an itemized list of receipts and disbursements will be submitted.
- F. An audit will be performed on the Association books on a yearly basis.
- G. On a yearly basis the Treasurer will file the following reports:
1. "Profit Corporation Annual Report" with the Utah State Department of Commerce by December 15th each year;
 2. "US Income Tax Return for Homeowners Associations" [Form 1120-H] by March 15th each year;
 3. "Utah Corporation Franchise or Income Tax Return" [Form TC-20] by March 15th each year.
 4. The Treasurer will be a party of any contract negotiation that exceeds one thousand dollars (\$1,000.00).
- H. The Treasurer will be elected for a two (2) year term on each odd year.

Section 5.08 Road and Facilities Committee Chair: The Road and Facilities Committee Chair shall have qualifications to understand the basics of road construction, specifications, testing, repairs, and the effects caused by excessive loads and weather conditions. The Chair shall keep the Administrative Council apprised of any and all improvements repairs or changes needed within the Association on a regular basis at the Administrative Council Meetings.

Section 5.09 Architectural Committee Chair: The Architectural Committee Chair shall initiate and conduct meetings of the Architectural Committee, and orientation meetings with Members and/or their representatives who have proposed architectural projects. The Chair shall also make arrangements for the on-site inspections of projects under construction as designated in this Declaration and By Laws. He/she shall also supervise the revision of the guidelines and standards to comply with changes made in codes or other governmental requirements. The Chair shall report findings of all new construction proposed and all inspections at each Administrative Council Meeting.

Section 5.10 Subordinate Officers: The Administrative Council may from time-to-time appoint other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Administrative Council may from time-to-time determine. The Administrative Council may from time-to-time delegate to any office or agent the power to appoint any such Subordinate Officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate Officers need not be Members or Administrative Council members.

Section 5.11 Resignation and Removal: An officer may resign at any time by delivering a written resignation to the Administrative Council. Unless otherwise specified therein, such resignation shall take effect upon delivery. An officer may be removed from the Administrative Council for malfeasance in office. The procedure for removal is the following: A written documentation of malfeasance in office shall be presented to the Administrative Council prepared either by a Member or Administrative Council Member, written notification from the Administrative Council documenting the malfeasance to the officer, and request for a written or verbal response from the officer to the Administrative Council. Removal from office requires a unanimous vote of the remaining Council Members. If the Secretary is acting in the place of the President because of refusal to act on the part of the President and Vice-president, then the positions of President and

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Vice-president will be considered vacant and election of new officers for these two positions will immediately be initiated.

Section 5.12 Vacancies and Newly Created Offices: If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Administrative Council by appointment. If the position is normally an elected office, then the appointment may continue until an election of officer can occur at the next Regular or at a Special Association Meeting.

Section 5.13 Compensation: No officer shall receive compensation for any services that he/she may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his/her duties as an officer to the extent such expenses are approved by the Administrative Council and (except as otherwise provided in these By Laws) may be compensated for services rendered to the Association other than in his/her capacity as an officer.

Section 5.14 Administrative Council Meeting: All Administrative Council Meetings will be open to all Members. Meetings will be held in a public meeting place. The President calls the meeting to order, follows the proper agenda of business, states all questions before putting them to a vote, announces the results of each vote and the next order of business. In a fair and impartial manner the President keeps the business moving to adhere to a time schedule. If questions should arise regarding parliamentary procedure, the President should respond clearly and refer to the prescribed rules of order. If a quorum of eighty percent (80%) of the officers is present, the President may call for votes on issues presented. If a quorum is not present, the meeting may proceed, but no votes will be taken. In a discussion sometimes the President or another officer has knowledge that other members do not so it is acceptable for the President to insure that appropriate facts are presented to the members without stating opinions. If the President cannot be present for a meeting or must leave the chair for an emergency, the Vice-president will become the presiding officer at the meeting. The responsibility of the President is to attend all meetings. If it is necessary for the President to be absent, the Vice-president shall preside over the meeting. If the Vice-president cannot attend, the Secretary shall act in the place of the President.

Section 5.15 Administrative Council Minutes: Minutes are the official record of the Administrative Council, a reminder for members in attendance, and a summary of actions taken for absentees. If the Secretary is absent, the presiding officer with the approval of members present appoints a temporary secretary (Secretary pro tem) to take the minutes. Minutes are a concise record of what was done, not what was said. Minutes should not have editorial comments. It is important that the Secretary take accurate notes at each Administrative Council Meeting and other meetings designated by the President and that they be transcribed accurately and free from bias. A copy should be sent to the President as soon as possible to help in agenda preparation for the next meeting. In the final official form minutes are typed and then placed in the minutes book. The right margin should be wide enough to allow space for any needed corrections or additions. A short subject heading should be placed beside each paragraph in the left hand margin. The first paragraph should contain the nature of the meeting (regular or called), the date, the time, the place, the name of the presiding officer and a list of attendees. Each new subject requires a separate paragraph with reports of officers and committees noted along with names of persons who gave the report and the action taken. There should be a new paragraph for each main motion and each motion bringing the main motion back for action. Exact wording should be recorded for each main and seconded motion, along with the name of the person making the motion, but not necessarily the name of the seconder. Disposition of each motion should be recorded with the number of votes on each side, if the vote count is requested by the presider. Also included in the minutes are points of order and appeals with reasons for the Chair's ruling on them. Record

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is made any time that a discussion of business and committee meeting is made but summaries of the speaker's remarks are not given. After the Secretary has read the minutes of the preceding meeting, the President asks "Are there any corrections to the minutes?" All members who notice an error or omission may speak up. Then the President says "There be no further corrections. The minutes are approved as corrected." In case there is a disagreement over the correction, a vote is taken with the majority choice to declare the official correction. Minor changes are inserted in ink in the right margin and initialed by the Secretary to show they are official. Major changes should be in an appendix with a note in the original referring to them.

Section 5.16 Approval of Association Rules:

- A. A favorable vote of fifty-one percent (51%) majority of the Administrative Council Members present in person or proxy at an Administrative Council Meeting shall be required to pass, amend, add or repeal an Association Rule.
- B. A favorable vote of fifty-one percent (51%) majority of the Administrative Council Members present in person or proxy at an Administrative Council Meeting shall be required to pass, amend, add or repeal all Council or Association matters not specifically covered in the Declaration or in these By Laws.

Section 5.17 Newsletter: A semiannual Association Newsletter shall be prepared and distributed within 30 days of each Association General Meeting. For the fall Newsletter, the Treasurer's Report and the Proposed Annual Budget will be included. Summaries of the Minutes of Meetings of the Administrative Council shall be provided by the Secretary for publication in the newsletter. The content and format of the Newsletter shall be determined by the Administrative Council provided such determination is not inconsistent or incompatible with the Declaration and By Laws. The Administrative Council may appoint a manager to oversee the preparation/publication and delivery of the Newsletter.

ARTICLE VI ARCHITECTURAL COMMITTEE

Section 6.01 Architectural Committee Members: 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 (Sundance Resort) and three (3) members elected from the Association, one of which must be a full-time SCAPO resident, and all three (3) members serving by majority vote of the Association. One of these three members shall be elected by the Architectural Committee as Chair. A fifth member shall serve as agreed upon by the other four members. The three Association Members shall be elected for two year terms, alternating one, then 2 electees. It is desirable that some Members have qualifications that enable them to evaluate architectural drawings, exterior materials, codes, site contour lines, and aesthetic values. Backgrounds in architecture, residential construction and visual arts are acceptable.

Section 6.02 Election, Terms and Qualifications: The term(s) of the member(s) of the Architectural Committee shall be two (2) years. Their elections shall be staggered. The first year (during 1997) two (2) members shall be elected for two (2) year terms; and one (1) member shall be elected for one (1) year (a one year term). The second year (and during subsequent even years) one (1) member shall be elected for two (2) years. The next year (and during subsequent odd years) two (2) members shall be elected for two (2) years. The nominee(s) with the highest number of votes is/are selected as member(s) of the Architectural Committee.

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Section 6.03 General Provisions: The said Architectural Committee shall have the powers, duties and responsibilities set out in this instrument:

- A. The Architectural Committee shall, from time-to-time, adopt and promulgate Architectural Standards. The Architectural Standards shall include among other things those restrictions and limitations upon the Property Owners set forth below:
 1. No building, fence, wall or other Structure shall be commenced, erected or maintained upon the Covered Property, nor shall any landscaping be commenced, installed or maintained upon the Covered Property, nor shall there be any addition to or change in the exterior of any dwelling, structure or other improvement or landscaping or removal of living trees, unless plans and specifications have been submitted to and approved in writing by the Architectural Committee;
 2. Time limitations for the completion of any architectural improvements for which approval is required pursuant to the Architectural Standards; and
 3. The conformity of completed architectural improvements to plans and specifications approved by the Architectural Committee and to the Architectural Standards.
- B. The Architectural Standards may include such other limitations and restrictions as the Administrative Council in its reasonable discretion shall adopt including, without limitation, the regulation of the following: construction, reconstruction, exterior addition, change or alteration to or the maintenance of any building, structure, wall, fence, landscaping, drainage, or grade, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location of such Dwelling or Structure.
- C. The Architectural Committee may establish reasonable rules of operation.
- D. The Architectural Committee may delegate its plan review responsibilities to one or more members of the Architectural Committee. Upon such delegation, the (dis)approval of plans and specifications by such persons shall be equivalent to (dis)approval by the entire Architectural Committee. Unless any such rules regarding submission of plans are complied with, such plans and specifications shall be deemed not submitted. The Architectural Committee may also employ, with approval of the Administrative Council, such architects, engineers and other consultants as it deems necessary to carry out its responsibilities or to conduct said architectural reviews.
- E. The address of the Architectural Committee shall be the principal office or residence of the Chair of the Architectural Committee. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards, shall be kept.
- F. The establishment of the Architectural Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Property Owners to maintain, repair, alter, modify or otherwise have control over the Dwellings or Lots as may otherwise be specified in this Declaration, the By Laws or the Association Rules.
- G. Plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the members of the Architectural Committee, the Association, the Members, nor the members of the Administrative Council assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

Section 6.04 Architectural Standards: The Association shall, from time-to-time adopt and promulgate Architectural Standards for construction, tree conservation, landscaping, and revegitation. See Addendum A Section 1.

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Section 6.05 Codes, Permits, Inspections and Reviews: The following are a list of codes, permits, inspections and reviews that must be adhered to:

- A. Applicable Codes
 - 1. Uniform fire code
 - 2. Uniform building code
 - 3. Uniform plumbing code
 - 4. Uniform mechanical code
 - 5. Utah County Building Codes
 - 6. Utah County Urban Interface Regulations
- B. Permits and Inspections
 - 1. Utah County Permit and Health Department
 - 2. SCAC approval
 - 3. County job site inspections
 - 4. SCAC job site inspections
 - 5. County final
 - 6. SCAC final
- C. Property must be Reviewed for:
 - 1. Soil stability
 - 2. Avalanche safety
 - 3. Continuation of natural drainage
 - 4. Coexistence with natural landscape and vegetation
 - 5. Run off water quality
- D. Utilities
 - 1. Water (North Fork Special Service District)
 - 2. Electric (Utah Power and Light)
 - 3. Propane Gas (County Fire Marshall)
 - 4. Sewer (Drain Fields and Utah County Health Department)
 - 5. Telephone (US West)
 - 6. Refuse
 - 7. Mail (United State Postal Service, Provo Office)

Section 6.06 Application Submittal Requirements and Review Process:

- A. No buildings, erections, or structures of any kind, including but not limited to dwelling houses, additions to dwelling houses, barns, stables, and garages, nor any fences, television antennas, radio antennas, satellite dishes, 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 Association, unless the complete architectural plans and specifications, a site plan, a grading or excavation plan showing the elevation, location and orientation thereof are approved by the Architectural Committee prior to the commencement of such work.
- B. The Architectural Committee site plan review process for proposed new development will not allow any significant adverse impacts on views from neighboring lots, the environment, agricultural lands, surrounding land uses and neighborhoods, and infrastructure to be identified, evaluated, and avoided or acceptably mitigated through the imposition of reasonable conditions. If appropriate, an Environmental Impact Statement may be requested from the applicant.

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- C. The Architectural Committee objective is to consider the materials to be used on the external features of said buildings or structures, harmony of external design with existing structures within the Association, 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.
- D. The complete architectural plans and specifications, including landscaping plans and specifications, must be submitted to include at least four different elevation views and must be in accordance with this declaration. The 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 the committee and one by the owner.

Section 6.07 Application and Corrections:

- A. The applicant shall submit two (2) copies of a proposed site plan. Information required to be submitted with the site plan application include:
 1. Name, address, telephone number of the applicant, architect, engineer and surveyor. Professional license numbers of the architect, engineer and surveyor shall also be indicated.
 2. Subdivision and Lot number for proposed development.
 3. A location map clearly showing and identifying the general location and boundaries of the subject property prepared by using the 1 inch to 10 feet scale. This map should convey the conceptual aspects of the plan and allows for effective evaluation of placement of all structures on the Lot. Other equivalent architectural scales may be used.
 4. Date of preparation, revision box, written scale, graphic scale, and north arrow (designated as true north).
 5. Clearly identified boundary lines, corner pins, and dimensions of the subject property.
 6. Location, directional orientation, height, building elevations, and dimension of all structures, existing and proposed, with total number of square feet of floor area.
 7. Parking areas and driveways will be shown, with locations and dimensions.
 8. Location of all trees to be cut or removed, and location of fencing or barrier for protected trees.
- B. Corrections or Changes to Site Plans.
 1. Revised plans with changes/improvements costing less than Five Hundred Dollars (\$500.00) shall be submitted to the Architectural Committee for review and approval. An additional Review Fee will not be required.
 2. Revised plans with changes/improvements costing more than Five Hundred Dollars (\$500.00) shall be submitted to the Architectural Committee for review and approval. An additional Review Fee may be required.

Section 6.08 Fees:

The Association shall from time-to-time adopt and promulgate fees for Architectural Committee review, inspection, construction fees, and impact fees and impose escrow bonds for compliance. See Addendum A, Section 2.

Section 6.09 Building Approval(s) by the Architectural Committee: Three (3) meetings will be held to obtain approval for plans by the Architectural Committee. In addition to the three (3) planned approval meetings by the Architectural Committee, there will be a minimum of three (3) physical inspections of the building and Lot, after construction has started. The purpose of the six (6) meetings are as follows:

- A. Orientation Meeting to Review Schematic Plans and Clarify Basic Ideas

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1. Owner, architect, and one or more Architectural Committee Members meet and discuss the standards, site constraints, and objective of the Covenants.
 2. Two (2) sets of Architectural Standards will be provided by the Committee at this time.
 3. No trees will be cut or any excavation started before this Orientation Meeting.
- B. Preliminary Review of Plans
1. Preliminary ideas, transposed to a required topographic survey and plot plan will be reviewed at the job site.
 2. Property corners and foundation elevations must be marked prior to this time. The proposed structures will be staked at the corner points. Drives, parking areas, septic field and propane tank locations will also be staked. Trees to be cut or removed will be flagged.
 3. General re-landscaping plans will be reviewed at this meeting.
 4. Three (3) copies of the topographic survey and preliminary plans will be required at this stage. They should include:
 - a. renderings
 - b. four elevations
 - c. philosophy of design
 - d. material samples and colors for siding, roof, etc.
 - e. topographic survey and plot plan
 5. Approval at this stage is necessary to proceed with working drawing.
 6. No work, cutting of trees, or digging shall commence without working drawing approvals. Access for equipment to determine soil bearing capabilities and for soil percolation may be allowed with written permission.
- C. Working Drawing Review for Advisement - Approval Permit
1. Changes from preliminary plans must be brought to the attention of the Architectural Committee.
 2. Three (3) copies of the following are needed at the time:
 - a. site plan, with house location, driveway, parking, septic field layout, propane tank location, and topography changes, identification and marking of trees to be removed
 - b. floor plans
 - c. roof plans
 - d. exterior elevations
 - e. building sections
 - f. material samples
 - (1) siding
 - (2) roof
 - (3) colors
 - g. landscape plan
 3. Approval by the Architectural Committee at this point will allow commencement of tree cutting, excavation and building. The Architectural Committee will issue an Approval Permit which must be posted with the Utah County Building Department Permit in a conspicuous location at the Lot site.

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4. A Utah County Building Department Permit will also be required before excavation or construction begins.
- D. First Construction Inspection - Excavation
1. 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.
- E. Second Construction Inspection - Framing
1. The second meeting shall be between the owner and the Architectural Committee's inspector. This inspection will be of the building when completely framed.
- F. Project Completion Review - Final Approval
1. Construction Road Impact Fees must be paid before final approval can be given.
 2. The third meeting shall be conducted prior to the Utah County occupancy inspection.
 3. One copy of final "as built" plans will be provided by the Owner.
 4. The Architectural Committee will examine the home for compliance to original plans. In each case the Architectural Committee inspector will check the structure against the approved plans for conformity and, if in compliance, sign and date the plans. This constitutes Final Approval from the Architectural Committee.
 5. Plot maps must be maintained by each Owner showing:
 - a. water line locations
 - b. house and drive locations
 - c. septic tank and field locations
 - d. underground wiring
 - e. shutoffs for water, gas, electricity
 - f. landscape watering systems

Section 6.09 Stop Work Order Issuance:

- A. If upon a building site inspection, the Architectural Committee finds that there has been noncompliance with the CC&R's and By Laws, they may request that the Administrative Council request a stop order be issued by the Utah County Building Inspector. If the stop order is contested at that time by the applicant, the burden of proof shall be the responsibility of the applicant.
- B. If the Utah County Building Inspector issues the stop work order, construction cannot proceed until replacement remedies are approved, in writing, by the Architectural Committee.

Section 6.10 Conditional Approval: If the Architectural Committee finds that the application does not meet applicable standards, it may approve the application with reasonable conditions which avoid or acceptably mitigate significant adverse impacts of the development.

- A. These conditions may include, but are not necessarily limited to the relocation or modification of proposed structures, additional landscaping, buffering, screening, relocation of access, or any other measures necessary to mitigate any significant impact or reduce hazards.
- B. The Architectural Committee shall specify in writing when the conditions shall be met.
- C. The Architectural Committee will issue a Conditional Approval Permit which will expire on the date specified by the Committee. If the conditions are met by the set date, the Committee will cancel the Conditional Approval Permit and issue a standard Approval Permit. If the conditions

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are not met, the Architectural Committee will request a stop work order against the County Building permit until such time as the conditions are satisfied.

Section 6.11 General Construction Restrictions:

- A. A maximum of two (2) years will be allowed for completion of construction, but completion within one season is encouraged.
- B. No ponds, parking areas, fences, or walls shall be erected or materially altered without approval in advance in writing by the Architectural Committee.
- C. No excavating, alteration of any stream or clearing, removal of shrubs or trees or landscaping on any Lot within the Association shall be done unless the same has been approved in advance in writing by the Architectural Committee. Clearing for fire protection, removal of dead bush or removing nuisance vegetation do not require application and approval. 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.
- D. Cleanliness of job site will be expected during construction. The owner is also responsible for any trash left by contractors or employees on Association Roads and Common Areas
- E. Concrete trucks must be cleaned only on the job site.

Section 6.12 Site Plan Development: A site plan shall be approved only if the Architectural Committee finds that the plan meets the following standards and conditions:

- A. The location of existing or proposed buildings, structures, equipment or uses on the Lot will not impose an undue burden on public services or infrastructure.
- B. The height, size, location, exterior materials, color and lighting of proposed structures must be compatible with the topography, vegetation, and general character of the area.
- C. Plans for the proposed development have taken into consideration any geologic hazards, such as soils, landslides, slope, rock falls, flash flood corridors, flood plains, subsidence, avalanches, and alluvial fans, which may occur on this site. Reasonable efforts to mitigate these hazards must be taken.
- D. The site plan will incorporate the use of wildfire mitigation measures, such as the location of structures, fuel reduction, incorporation of a buffer around structures, and the use of fire resistant building materials, if applicable.
- E. The proposed development will not have a significant adverse impact on plant or wildlife habitat, migration corridors, or sensitive and unique plant or wildlife ecosystems.

Section 6.13 Contractor Suitability:

- A. The Architectural Committee shall have the right to disapprove the choice by a Property Owner of any construction contractor for the building of any building, fence, wall or other Structure and for the installation and maintenance of any landscaping of any kind upon the Covered Property. The grounds for such disapproval shall be any one of the following:
 - 1. A reasonable belief that the contractor is not financially responsible;
 - 2. A reasonable belief that the contractor lacks the intent to adhere to the standards set forth herein;
 - 3. Nonconformance at inspection of the construction work done by the contractor upon the Covered Property.
- B. The Architectural Committee shall have no duty to investigate the financial responsibility of construction contractors or the performance by the contractor of construction work.

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- C. No Property Owner shall cause any building, fence, wall or other structure or any landscaping to be commenced until the name of the construction contractor has been submitted to and approved, in writing, by the Architectural Committee.

Section 6.14 Applicant's Right of Appeal of a Disapproval or Conditional Approval: In the event the Architectural Committee shall disapprove any architectural plans, the person submitting such architectural plans may appeal, in writing, to the Administrative Council. The matter will be placed on the agenda of the next scheduled meeting of the Administrative Council. In the event the Member desires to appeal, in writing, the Administrative Council decision, the matter will be placed on the agenda of the next annual or special meeting of the members of the Association, where an affirmative vote of at least two-thirds (2/3) of the membership present or by proxy shall be required to change the decision of the Architectural Committee.

Section 6.15 Deviations and 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 membership of the Architectural Committee, allow reasonable deviations and/or propose variances to the Architectural Standards, according to the following:

- A. The Architectural Committee may, upon written application, permit minor deviations from the foregoing restrictions of this Article as it in its reasonable judgment deems appropriate under the circumstances. Deviations will be considered which are made to enhance aesthetics or improve mountain safety. Rejection and/or approval of deviations will be in writing from the Committee.
- B. Written requests for specific variances to provisions of this Article will also be considered by the Architectural Committee for review. It will be the obligation of the Applicant to establish reasonable or unusual and distinct hardship(s) which may support variance to the standards. All variances must first be approved by the Architectural Committee and then by the Administrative Council, on such terms and conditions as it shall require. Each Council Member voting for a variance will sign an approval for variance to be kept with the approved copy of the plans and as a part of the Architectural Committee's permanent files.

Section 6.16 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alteration on the lands within and with existing structures as to external design, materials, color, setting, height, topography, grade, impact on the view from other Lots and finished project adhere to the Covenants, Conditions, and Restrictions, By Laws, and Rules of the Association. The Architectural Committee shall exercise its best efforts to protect the dominant view of each Lot insofar as such protection is consistent with overall development. If changes are unacceptable to the Architectural Committee but construction has occurred without approval, the construction is out of compliance. Refer to Section 6.09.

Section 6.17 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 Architectural Committee for approval.

Section 6.18 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.

Section 6.19 Architectural Committee Liability: 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 Association, 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 Association 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

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recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

Section 6.20 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval and/or changes after construction has 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 (5) years after approval or disapproval.

Section 6.21 Refusal to Review Architectural Plans: The Architectural Committee shall neither review nor approve plans or specifications for any building, erection, or structure of any kind for any Lot(s) on which assessments, interest, fees, and costs (due the Association) have not been paid in full or which otherwise is/are in violation of the Amended Declaration of Protective Covenants or By Laws of the Association, except for plans or specifications to achieve conformance with the Amended Declaration of Protective Covenants or By Laws of the Association.

Section 6.22 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 the Applicant.

Section 6.23 The Effect on an Approved Site Plan: The approval of a site plan by the Architectural Committee does not result in the vesting of development rights, nor does it permit the violation of any County or State regulations to preclude the Building Official from refusing to issue a permit if the plans and specifications do not comply with applicable regulations, or that the work described in the application for the permit does not conform to the requirement of the Building Code of Utah County.

ARTICLE VII ASSESSMENTS

Section 7.01 Regular Assessments: The amount and time of payment of Regular Assessments shall be determined by the Association pursuant to the Declaration and By Laws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association.

- A. Each Member shall be liable for a share of these Common Expenses based on an assessment proportional to the most current Utah County market value of his parcel(s) of land within the Covered Property. Each Member will be billed at 111% of the actual Assessment with a 10% reduction if paid within 30 days of billing. A Member shall be exempt from a share of the Common Expenses, based on the valuation of property for tax purposes, and/or from interest on past due assessments, only during the period and to the extent that he is exempt from property tax and/or interest on past due property tax on that Lot. Certification from the Utah County Treasurer shall be sufficient to establish partial or complete exemption from property tax and/or interest on past due property tax.
- B. Regular Assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant to an individual Property Owner, provided, however, the Regular Assessments as to Lots in annexed areas, shall commence with respect to all Lots within each such annexed area on the first day of the month following the conveyance of the first Lot therein by Declarant to an individual Property Owner. Provided, further, that in the event the amount budgeted to meet the Common Expenses for the current year proves to be excessive in light of the actual Common Expenses, the Administrative Council may either uniformly reduce

the amount of the Regular Assessment or may uniformly abate collection of Regular Assessments as it deems appropriate. Provided, further, that in the event the amount budgeted to meet Common Expenses proves to be excessive in light of the actual Common Expenses during a year in which an area is annexed pursuant to the Article hereof entitled "Integrated Nature of the Covered Property," the Administrative Council may either uniformly reduce the amount of the Regular Assessment or may uniformly abate the collection of Regular Assessments as it deems appropriate.

- C. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Administrative Council shall estimate the total Common Expenses to be incurred for the forthcoming fiscal year. The Administrative Council shall then determine the amount of the Regular Assessment to be paid by each Member. Written notice of the annual Regular Assessment will be sent to every Member. Each Member shall thereafter pay to the Association his Regular Assessment in installments as established by the Administrative Council.
- D. In the event the Administrative Council shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Member, and the date(s) when due. Regular Assessment funds may not be used to purchase food, refreshments, and/or entertainment for Association gatherings.

Section 7.02 Special Assessments: Special Assessments shall be levied by the Administrative Council against a Lot to reimburse the Association for costs incurred in bringing the Member and the Member's Lot into compliance with the provisions of this Declaration, the By Laws, or Association Rules, together with attorneys' fees, interest and other charges related thereto as provided in this Declaration. In the event the Association undertakes to provide materials or services which benefit individual Lots and which can be accepted or rejected by individual Members, such as tree trimming, such Members in accepting such materials or services agree that the costs thereof shall be a Special Assessment.

Section 7.03 Capital Improvement Assessments: In addition to the Regular Assessments, which the Association may levy in any calendar year, a Capital Improvement Assessment applicable to that year only, may also be levied for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement upon the Common Areas to the extent the same is not covered by the provisions affecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements," including the necessary fixtures and personal property related thereto. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Administrative Council in a separate bank account to be held in trust for such purposes. 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. Said funds shall not be commingled with any other funds of the Association. 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 approval of a Capital Improvement Assessment.

Section 7.04 Reconstruction Assessments: In addition to the Regular Assessments and Capital Improvement Assessments, the Association may levy in any calendar year, a Reconstruction Assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any reconstruction

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of a described destruction upon the Common Areas. All amounts collected as Reconstruction Assessments may only be used for reconstruction and shall be deposited by the Administrative Council in a separate bank account to be held in trust for such purpose. Such funds shall not be commingled with any other funds of the Association.

Section 7.05 Rate of Assessment: Regular, Reconstruction and Capital Improvement Assessments may be collected at intervals selected by the Administrative Council. The mil levy for these assessments shall be one thousand (1,000) times the result of dividing the approved Association budget (common expenses, capital improvement assessments, and reconstruction assessments) or the total assessment cost by the total of the Utah County market value of all parcels of land within the Covered Property.

Section 7.06 Certificate of Payment: The Association shall, upon demand, furnish to any member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Administrative Council for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7.07 Exempt Property: The following portions of the Covered Property shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by, or otherwise acquired by a public authority; and (b) the Common Areas. However, no land or improvements devoted to residential use shall be exempt from said Assessments.

Section 7.08 Offsets of Assessments: All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

Section 7.09 Control of Common Areas: As provided in the Declaration Article hereof entitled "Definitions," the Common Areas shall be conveyed to the Association. However, notwithstanding the foregoing, Declarant, its subcontractors and the agents and employees shall have the right to come on the Common Areas in conjunction with the performance of their duties. Also, notwithstanding the foregoing, in the event that any of Declarant's subcontractors are contractually obligated to maintain the landscaping and/or other improvements on the Common Areas, such maintenance shall not be assumed by the Association until the termination of such contractual obligation. Neither such construction nor such maintenance shall in any way postpone the commencement of Assessments pursuant to this Article or entitle a Member to claim any offset or reduction in the amount of such Assessments. If any excess of Assessments collected over actual Common Expenses incurred by the Association is caused by reason of construction or maintenance of the Common Areas as aforesaid, or otherwise, such excess shall be placed in reserve to offset the future expenses of the Association in any manner designated by the Administrative Council.

Section 7.10 Reserve Account: The Regular Assessments shall include reasonable amounts as determined by the Administrative Council collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas. All amounts collected as reserves, whether pursuant to the preceding sentences of this section or otherwise, shall be deposited by the Administrative Council in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association.

Section 7.11 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.

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ARTICLE VIII

NONPAYMENT OF ASSESSMENTS

Section 8.01 Delinquency: Any Assessment or fine which is not paid on or before ten (10) days after the date when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within thirty (30) days after the delinquency date, a late charge of Twenty Dollars (\$20.00) shall be levied and the Assessment shall bear interest from the delinquency date, at the rate of eighteen percent (18%) per annum. All payments on accounts shall be first applied to interest and then to the assessment payment first due. The Association may, at its option, and without waiving the right to foreclose its lien against the Lot, bring an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in Section 2 of this Article, to foreclose the lien against the Lot. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, the costs of preparing and filing the complaint in such action, and attorneys' fees incurred in connection with the commencement of such action and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorneys' fee together with the costs of action.

Section 8.02 Notice of Lien: No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which County the properties are located; said notice of claim of lien must recite a good and sufficient legal description of any such Lot, the recorded Property Owner or reputed Property Owner, thereof, the amount claimed and the name and address of the claimant.

Section 8.03 Foreclosure Sale: Said Assessment lien may be enforced by sale by the Association, its attorney or any other person authorized to make the sale after failure of the Property Owner to make the payments specified in the notice of claim of lien within said thirty (30) day notice period. Any such sale provided for above is to be conducted in accordance with the provisions of the statutes of the State of Utah as said statutes may from time-to-time be amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot, using Association funds, or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

Section 8.04 Curing of Default: Upon the timely payment, or other satisfaction, of (i) all delinquent Assessments specified in the notice of claim of lien, (ii) all other Assessments which have become due and payable with respect to the Lot as to which such notice of claim of lien was recorded, and (iii) interest, late charges and attorneys' fees pursuant to this Declaration and the notice of claim of lien which have accrued, officers of the Administrative Council or any other persons designated by the Administrative Council are hereby authorized to file or record, as the case may be, an appropriate release, upon payment by the defaulting Property Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

Section 8.05 Cumulative Remedies: The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

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ARTICLE IX

ROAD AND FACILITIES COMMITTEE

Section 9.01 Road and Facilities Committee: The Road and Facilities Committee shall consist of three members. The Committee shall consist of at least one member who is a full-time resident of the Covered Property. Members shall have qualifications to understand the basics of road construction, specifications, testing, repairs, and the effects caused by excessive loads and weather conditions. The committee shall be responsible for culverts, road signs, lighting, etc. and for all facilities such as gates and ingress and egress of all roads and easements for Association Roads.

Section 9.02 Tenure and Election: The term of each member of the Road and Facilities Committee shall be two years. Elections shall be staggered. During even numbered years one member shall be elected and during odd numbered years, two members shall be elected. The nominees for this Committee with the highest number of votes will be selected as members of the Road and Facilities Committee. Each year the members of the Road and Facilities Committee shall elect one of the members of the committee as Chair.

Section 9.03 Repair and Maintenance by Association: Without limiting the generality of the statement of duties and powers contained herein, the Association shall have the duty to accomplish the following upon the Lots, Common Areas or other land in such manner and at such times as the Administrative Council shall prescribe:

- A. Maintain all Association walkways, bicycle paths, trails or other pedestrian paths located on the Common Areas, if any;
- B. Maintain all access easements, Association streets and adjacent streetscapes within the Covered Property;
- C. Maintain, repair, restore, replace and make necessary improvements to the Common Areas;
- D. Maintain all drainage facilities and easements located on the Common Areas in accordance with the requirements of the applicable flood control district;
- E. Cause the appropriate public utility to maintain any utility easements located on the Common Areas;
- F. Maintain all other areas, facilities, equipment, services or aesthetic components as may from time-to-time be requested by the vote or written consent of a majority of the Members; and
- G. Approve design and location of any utility extensions or changes in Common Areas or easements as stated in the By Laws.

Section 9.04 Repair and Maintenance by Member: Except as the Association shall be obligated to repair and maintain as may be provided in this Declaration, every Member shall:

- A. Maintain the exterior of his dwelling, walls, fences and roof of his dwelling in good condition and repair; and
- B. Install and thereafter maintain in attractive and viable condition all landscaping in accordance with the provisions of this Article.

Section 9.05 Standards for Maintenance and Installation:

- A. Maintenance of the exterior of dwellings, walls, fences and roofs shall be accomplished in accordance with the Architectural Standards and, if require by the Architectural Standards, only after approval of the Architectural Committee; and
- B. All portions of a Lot or Association easement which are disturbed either in the course of construction of a Dwelling or Structure or as a result of any other activities, but which remain unimproved with a Dwelling or Structure, shall either be landscaped by the Property Owner thereof

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or returned as nearly as reasonably possible to their previous natural state before any significant erosion or other soil damage occurs and in any event on or before a date six (6) months from the completion of said construction or other activity, all in accordance with plans and specifications which have been previously submitted to and approved by the Architectural Committee. Thereafter, such landscaping shall be maintained by the Member in a clean, safe and attractive condition according to any rules promulgated by the Administrative Council.

Section 9.06 Right of the Association to Maintain and Install: In the event any Member fails to maintain the exterior of his dwelling or the walls, fences and roof thereof, or to install and thereafter maintain landscaping on his Lot in accordance with this Article, the Association may cause such maintenance and installation to be accomplished as hereinafter set forth.

- A. Upon finding by the Administrative Council of a deficiency in such maintenance or installation, the Administrative Council shall give notice of deficiency to the responsible Member which shall briefly describe the deficiency and set a date for hearing before the Administrative Council or a committee selected by the Administrative Council for such purpose. The Administrative Council may delegate its power under this Subsection to a duly appointed committee of the Association.
- B. The hearing shall be held within thirty (30) days from the date of notice.
- C. The hearing will be conducted according to reasonable rules and procedures as the Administrative Council may adopt and which shall provide the Member with the right to present oral and written evidence and to confront and cross-examine witnesses. If the Administrative Council or committee renders a decision against the responsible Member, it shall further set a date by which the deficiency is to be corrected by the responsible Member, which will not be more than 1 year from the date of the hearing. A committee decision may be appealed by the Administrative Council, but a decision of the Administrative Council shall be final.
- D. If the deficiency continues to exist after the imposed time limitation, the Administrative Council may cause such maintenance or installation to be accomplished.
- E. In the event the Administrative Council elects to accomplish the maintenance or installation, the following shall apply:
 1. The responsible Member shall have written notice from the Administrative Council to specify a day(s) upon which the work will initiate;
 2. The date which the Member selects shall not be more than forty-five (45) days following notification;
 3. If the Member does not specify a start work date within a ten (10) day grace period, the Administrative Council may select a day or days upon which such work may be accomplished; and
 4. Unless the Member and the Administrative Council otherwise agree, such maintenance or installation shall take place only during daylight hours on any day, Monday through Saturday, excluding holidays.
- F. If the Association pays for all or any portion of such maintenance or installation, such amount shall be a Special Assessment to the affected Member and Lot.

ARTICLE X COMMITTEES

Section 10.01 Designation of Committees: The Administrative Council may from time-to-time by resolution designate such committees as it may deem appropriate in carrying out its duties, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Administrative Council Member. No committee member shall receive compensation for services that he/she may render to the Association as a committee member; provided, however, that a committee member to the extent that such expenses are approved by the Administrative Council and (except as otherwise provided in these By Laws) may be compensated for services rendered to the Association other than in his/her capacity as a committee member.

Section 10.02 Proceedings of Committees: Each committee designated hereunder by the Administrative Council may appoint its own presiding and recording officers and may meet at such places and times and upon such reasonable notice as such committee may from time-to-time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Administrative Council.

Section 10.03 Quorum and Manner of Action: At each meeting of any committee designated hereunder by the Administrative Council, the presence of members constituting at least a majority of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Administrative Council hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 10.04 Resignation and Removal: Any member of any committee designated hereunder by the Administrative Council may resign at any time by delivering a written resignation to the President of the Administrative Council or the presiding officer of the committee of which he/she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Administrative Council may at any time remove any member of any committee specifically excluding members of the Architectural Committee and Road Facilities Committee. The procedure for removal include the following: A written documentation of malfeasance in office shall be presented to the Administrative Council prepared either by a Member or Administrative Council Member, written notification from the Administrative Council documenting the malfeasance to the committee member, and request for a written or verbal response from the committee member to the Administrative Council. Removal from office requires a unanimous vote of the Administrative Council Members.

Section 10.05 Vacancies: If any vacancy shall occur in any committee designated by the Administrative Council hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Administrative Council.

ARTICLE XI WARNINGS AND FINES

Section 11.01 Warnings and Fines:

- A. The Association shall implement the following system of warnings and graduated fines for failure to adhere to the Restrictions and Rules as noted in the Declaration, By Laws, and Association Rules:
1. *First Violation:* A written warning from the Administrative Council
 2. *Second Violation (Same offense):* A written warning from the Administrative Council
 3. *Third, Fourth & Fifth Violations (same offense):* A written warning plus a \$50, \$100, and \$150 fine with each respective violation.
 4. *Sixth Violation (same offense):* The Association may correct the situation and bill the property owner for all costs incurred via Special Assessment.
- B. Requests, expressions of concern, and complaints may be submitted to any member of the Administrative Council. The Administrative Council will review the submission and communicate its contents to the property owner or his agent. The Administrative Council will hear any timely appeal by the property owner or his agent before ruling.

ARTICLE XII INDEMNIFICATION

Section 12.01 Indemnification: Third Party Actions: The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he/she is/was Trustee or officer of the Association, or is/was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint tenure, trust, or other enterprise, against expense (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action of proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Section 12.02 Indemnification: Association Actions: The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was an officer of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit, if he/she acted in good faith and in a manner he/she reasonably

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believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 12.03 Determinations: To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.01 or 9.02 hereof, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith. Any other indemnification under Section 9.01 and 9.02 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he/she has met the applicable standard of conduct set forth respectively in Sections 9.01 and 9.02 hereof. Such determination shall be made either a) by the Administrative Council by a majority vote or by independent legal counsel in a written opinion or b) by the Members by the affirmative vote of at least fifty percent (50%) of the voting power of the Members of the Association at any meeting duly called for such purpose in order of priority.

Section 12.04 Advances: Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in the Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum other Administrative Council and upon receipt of undertaking by or on behalf of the person to repay such amount(s) unless it ultimately be determined that he/she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

Section 12.05 Scope of Indemnification: The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, By Laws, agreements, vote of disinterested Members or Trustees or otherwise, both as to action in his/her office capacity and as to action in another capacity while holding such offices. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees or agents of the Association and shall inure to the benefit of heirs and person representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 12.06 Insurance: The Administrative Council acting for the Association shall purchase and maintain insurance on behalf of any person who is a member of the Administrative Council, officer, employee or agent serving at the request of the Association as a Member of the Administrative Council, director, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit). The selection and amount of the insurance is at the discretion of the Administrative Council. Such insurance shall be effective for the duration that the person remains in one of the above positions.

Section 12.07 Payments and Premiums: All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expense of the Association and shall be paid with funds from the Assessments referred to in the Declaration.

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ARTICLE XIII
FISCAL YEAR AND SEAL

Section 13.01 Fiscal Year: The fiscal year of the Association shall begin on the 1st day of November each year and end on the 30th day of October next following, except that the first of the fiscal year shall be a partial year and shall begin on the date of incorporation.

Section 13.02 Seal: The Administrative Council may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal."

ARTICLE XIV
RULES AND REGULATIONS

Section 14.01 Rules and Regulations: The Administrative Council may from time-to-time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Association and Covered Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration or these By Laws. The Members shall be provided with copies of all rules and regulations adopted by the Administrative Council, and with copies of all amendments and revisions thereof at the time they purchase a lot, when they build a dwelling, or at the time of an adoption, amendment, and repeal of a rule or regulation.

ARTICLE XV
AMENDMENTS

Section 15.01 Amendments: Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these By Laws may be amended, altered or repealed and new By Laws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent (51%) of the voting power of the Members of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth a) the amended, altered, repealed or new By Law; b) the total voting power of the Members of the Association shall have been executed and verified by the Administrative Council.

ADDENDUM A

ARCHITECTURAL STANDARDS

Section 1.01 Licensed Architect: Final plans must be drawn by a licensed architect

Section 1.02 Architectural Plans: Plans must be engineered for high snow load and other special considerations, such as drainage and water run-off.

Section 1.03 Design and Layout:

- A. Coexistence with existing structures and architectural style
- B. Special considerations
 - 1. Grades
 - 2. Trees
 - 3. Views (consideration of views from neighboring Lots, roads, and Common Areas)
 - 4. Neighboring sites, house locations, existing and planned setbacks
 - 5. Overall landscape

Section 1.04 Building Size:

- A. Dwelling sizes will be limited to not more than twenty percent (20%) of total property square footage; however, no Dwelling shall exceed five thousand five hundred (5,500) square feet regardless of property size.
 - 1. One-third (1/3) acre Lot allows approximately two thousand one hundred ten (2,110) square feet Dwelling.
 - 2. One-half (1/2) acre Lot allows approximately four thousand three hundred sixty-five (4,365) square feet Dwelling.
 - 3. One (1) acre Lot allows a maximum size Dwelling of approximately five thousand five hundred (5,500) square feet.
 - 4. Garages, driveways, and sodded areas may be in addition to these figures. Garage sizes will be proportionate to Dwelling size and will be approved on an individual basis.
- B. Garages that are an integral part of the Dwelling area (i.e. under the living area of the main Dwelling) may be excluded from the total allowable Dwelling square footage.
- C. Garages that are attached or separate from the Dwelling will not be larger than twenty percent (20%) of the allowable Dwelling size.
- D. All decks, covered or uncovered will be in harmony with the general overall Dwelling size requirement, but will not be considered in allowable square footage for Dwelling. Decks must generally not be larger than ten percent (10%) of allowable Dwelling size. Exceptions might be if a portion of the Dwelling roof is used as a deck, the deck is a major design factor, the deck is concealed from public view, or the deck is less than two (2) feet above grade.
- E. Living space above a nonattached garage will be included in total allowable Dwelling space size.

Section 1.05 Building Height:

- A. In tall forest areas building height should generally not exceed the average tree height. This includes chimneys, but not metal smoke stacks.
- B. Building height shall not exceed forty (40) feet measured vertically from lowest finished grade.
- C. No one shall build in such a fashion that would block the dominant view from an existing house.
- D. Increased height may be permitted on tall narrow buildings on steep wooded lots below road level or if located in a secluded space.

Section 1.06 Exterior Walls:

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- A. Materials allowed and encouraged must be fire resistant, including:
 - 1. Logs
 - 2. Native stone
 - 3. Stucco
 - 4. Exposed aggregate or patterned concrete
 - 5. Exposed patterned steel
- B. Materials not encouraged or that may be necessary for additions to existing structures with Architectural Committee approval are:
 - 1. Plywood
 - 2. Log siding
 - 3. Natural wood siding
 - 4. Board and batten
 - 5. Synthetic siding
 - 6. Ferro cement siding
 - 7. Concrete block
 - 8. Brick
 - 9. Unit masonry
- C. Foundations
 - 1. Veneered with stone or river rock is preferred
 - 2. Exposed concrete over three (3) feet in height is required to be faced with stone, sand-blasted, or finished with other materials that may be approved by the Committee
 - 3. Architectural patterned concrete may be accepted when integrated into total design
- D. Finishes
 - 1. Transparent finishes and earth tones are preferred on wood surfaces
 - 2. Semitransparent finishes which relate to natural surrounding colors are acceptable
 - 3. Bright contrasting finishes are not acceptable
 - 4. All exposed metals or primed woods shall be painted muted non-contrasting colors, except narrow smoke stacks and roof flashing. Color samples must be submitted for review and approval.

Section 1.07 Roofs:

- A. Design shall be complimentary to existing architecture
 - 1. Roofs shall not extend over property lines or setbacks
 - 2. Mansard, gambrel, A-frame, geodesic and flat roof forms may be acceptable under some circumstances with Architectural Committee approval
- B. Roof materials allowed must be fire resistant and muted earth tone in color
 - 1. Anodized or baked enamel finished metal of approved design and color
 - 2. Standing seam copper, term or approved metal
 - 3. Galvanized or acid etched metal
 - 4. Sod
 - 5. Buildup roof with approved stone finish
 - 6. Textured synthetic or manufactured shingles
- C. Gutters are discouraged because of freezing

Section 1.08 Windows:

- A. Insulated glass windows are required by State and local codes

- B. Wood window frames recommended (all finishes must be natural or finished to natural colors)
- C. Metal or vinyl window frames with natural colors may be considered.
- D. Reflective glass not acceptable
- E. Low-E window systems are encouraged

Section 1.09 Exterior Doors:

- A. Solid core wood, plank or insulated metal doors are acceptable for exterior door
- B. Any painted materials must be of an approved color which relates to natural surrounding colors
- C. Simple designs are preferred

Section 1.10 Energy Efficiency/Solar Design:

- A. Passive solar design considerations are encouraged whenever possible
- B. Active solar applications may be approved if panels are an integral part of architectural design and inoffensive from neighboring views
- C. Energy saving features are encouraged, such as high density (high R value) wall and ceiling insulation.
- D. High efficiency furnaces and hot water heaters are required

Section 1.11 Skylight Recommendations:

- A. Only flat glass skylights are recommended on sloped roofs.
- B. Bubble or gable skylights are discouraged because of problems with snow and ice movement

Section 1.12 Exposed Metal Chimney Vents:

- A. All exposed metals such as fascias, gravel stops, flashing, wall vents, roof vents, metal enclosures, and chimneys shall be painted an approved color. Inconspicuous metal smoke stacks and roof flashing may be exempted.
- B. Reflective or contrasting finishes will not be acceptable
- C. Spark screens are mandatory on all chimneys. Chimneys or stacks should not be placed in proximity of existing trees.
- D. Vents shall be grouped whenever possible and brought out through the roof at an inconspicuous spot.

Section 1.13 Architectural Plan Changes:

- A. No changes in previously approved plans or materials will be allowed without written re-approval by the Architectural Committee
- B. No work shall be undertaken (other than maintenance and repair) which would result in changes in the exterior appearance without prior written approval of the Architectural Committee

Section 1.14 Site Development Standards:

- A. Side yard and home setback requirements shall be as required by Utah County Code, but the Architectural Committee will evaluate and approve the specific requirements of each Lot on a site specific basis. In general, Lot setbacks will be fourteen (14) feet side yard and thirty (30) feet front and rear yard.
- B. Fences, wall, and barrier devices may be used for privacy and screening purposes but should be incorporated into the total design. The Architectural Committee will review their design, appropriateness, size and construction in relation to the proposed residence and neighboring Lots. Barriers used solely as property line delineation are not acceptable.
- C. Garages and carports must be integrated with the home design. A minimum of three (3) or a maximum of six (6) permanent parking spaces must be provided on the site. The Architectural Committee may grant an exception to these parking requirements if parking cannot be provided

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on the Lot due to physical constraints of the Lot. Any use of road easement property must be approved by the Administrative Council.

- D. Retaining walls: For sites requiring retaining walls, these should be built of:
1. Native stone
 2. Exposed aggregate or patterned concrete or pre-cast concrete units, and hill holding blocks
 3. Railroad ties
 4. Treated wood timber
 5. Other materials harmonious to the area and approved by the Committee
- E. Propane tanks will be placed in the ground.

Section 1.15 Tree Conservation, Landscaping, and Revegitation: It is the Association's main intent to retain and preserve the unique natural ecological conditions of Sundance by protecting the indigenous plant life before, during and after construction, and by replanting any destroyed vegetation with like species and type. Improvements shall be located on the site where they least alter the natural terrain and tree cover. Trees adjacent to a construction area must be protected during the construction period with appropriate barriers, such as hay bales. Such protection shall remain in place until the major part of the outside work is completed. Storage of any building materials must be located in areas that will not damage indigenous plants. It is mandatory that the specifications and contract agreement between the Owner and Contractor clearly define the intent of preserving the plant life. No trees shall be cut, tree roots disturbed for trenching, soil or rocks removed from the site before receiving written permission from the Architectural Committee.

- A. Tree Removal
1. After the preliminary plan has been approved, the exact location of the proposed house or structure shall be staked with the corners of the major components of the house designated. Strings shall be connected to these stakes so that the area impacted can be evaluated.
 2. Trees to be removed from the space occupied by the house and adjacent area, driveways, parking, septic and propane tanks, shall be tagged.
- B. Stop Work Order Issuance
1. If upon a building site inspection, the Architectural Committee finds that trees have been removed without regard to this By Law, they may request that the Administrative Council request a stop work order be issued by the Utah County Building Inspector. If the stop order is contested at that time by the applicant, the burden of proof shall be the responsibility of the applicant.
 2. If the Utah County Building Inspector issues the stop work order, construction cannot proceed until replacement remedies are approved, in writing, by the Architectural Committee.
- C. Tree Removal and Replacement Standards
1. The Owner or Contractor who damages trees, shrubs, or ground cover shall be required to replace such plants or trees by replanting of same species and type. Any evergreen trees removed without authorization shall be replaced by two (2) eight-foot (8) minimum evergreen trees. Coniferous trees shall be replaced by two (2) similar coniferous trees at least twelve-feet (12) in height at the time of planting. Tree replacement and the number of trees required shall be determined by the Architectural Committee. All trees removed

SCAPO Amended CC&Rs and By Laws - October, 1997

for construction shall be promptly removed to prevent bark beetle infestation. Any fallen, dead, beetle, or mistletoe infected trees shall be removed from the site.

2. All diseased trees on the Property must be removed. The US Forest Service will assist any Lot Owner in appraising their trees for health, beetles, disease, feeding, etc.
3. Areas that have a cut or fill deemed injurious or dangerous to trees, and which may require removal of trees shall be determined by the Architectural Committee.

D. Penalty

1. Any person violating any of the provisions of this section shall be required to pay a maximum five hundred dollars (\$500) per individual tree and a minimum payment of fifty dollars (\$50) per individual tree removed improperly.

Section 1.16 Driveways:

- A. No driveway may be situated on any Lot(s) other than:
 1. If presently cut, at the location of such cuts; or
 2. If not presently cut, at locations approved by the Architectural Committee so as to combine, shorten and/or minimize driveways.
- B. Driveways shall be a maximum of twelve (12) feet wide and extend from approved access road to the Property. Driveways will be constructed of road base, crushed gravel or asphalt and be designed so as not to obstruct natural run-off. Driveways will be staked every ten (10) feet for architectural review and during construction.
- C. The only approved access during the construction of a home and thereafter will be over the approved driveway for the Lot. This includes all construction related machinery, excavation equipment and cranes. This is intended to reduce tree and vegetation damage and compaction of soil.

Section 1.17 Greenhouses and Additional Structures:

- A. Greenhouses are recognized amenities but must meet code and design standards as do other architectural development
- B. Temporary shelters, tents and metal storage units are not acceptable

Section 1.18 Natural Damage:

- A. No Property Owner or contractor shall interfere with or redirect the natural course of any drainage and run-off or construct any improvement, place any landscaping or create any condition which shall alter the drainage pattern or run-off from its natural flow into or across the land of another, except to the extent such alteration in the drainage pattern or run-off is approved in writing by the Architectural Committee and any other public authorities having jurisdiction.

Section 1.19 Construction Trenches:

- A. Insofar as possible, trenches shall be located in such a way that no tree roots will be damaged. In situations where this requirement cannot be adhered to, the contractor shall exercise great care to minimize the damage to roots. No large roots may be cut. When roots, in particular the fine feeder roots, are exposed to air and sun, they will dry out and lose their function of taking up moisture. For this reason, it is essential that the contractor keep such areas moist until such time as he/she back fills the trench. Where roots have been damaged or exposed, trenches shall be back filled with loose soil suitable for plant life if in order to stimulate new feeder growth. Back fill shall be kept moist until the beginning of the rainy/snowy season.

Section 1.20 Topographic Survey & Stakeout (Must be Completed for Contract Document Review):

SCAPO Amended CC&Rs and By Laws - October, 1997

- A. The location of each improvement within the buildable area must be approved at the Contract Document Review consistent with applicable regulations of Utah County and the standards set by the Architectural Committee. In determining the proper location for each improvement, the Architectural Committee shall consider the location of existing and future improvements on adjacent sites and such other monetary or aesthetic considerations as it may deem necessary.
- B. The following shall also be complied with in reference to the Contract Document Review period:
 - 1. The location of the structure shall be defined with wood or steel stakes and shall identify the location of the corners. The outline of the structure shall be marked by connected strings between corner stakes. Side and front boundary lines may also be required to be marked in a similar manner. The main floor elevation of the structure shall be clearly marked on the plans in relation to the stakes;
 - 2. All property corners must be clearly marked by the site owner's surveyor;
 - 3. All trees proposed for removal shall be tagged with bright colored plastic tape;
 - 4. No trees, shrubs or ground cover shall be removed before the Architectural Committee's stakeout inspection since these would be lost if the structure is relocated;
 - 5. Stakeout inspections shall be conducted at a time when the site is free of snow or can be reasonably observed;
 - 6. Driveway locations will be staked at each side of the drive at ten (10) feet intervals from the main access road to the site;
 - 7. All other improvements including septic field and propane tank location shall be staked at this time;
 - 8. The location of proposed material storage shall be designated.

Section 1.21 Outdoor Lighting:

- A. Lighting of parking areas or walkways to houses may be necessary. It is the intent of the Architectural Committee to have lights which are functional and which enhance the overall appearance but which will not be disturbing to neighbors, pedestrians or motorists. In general, floodlights will be discouraged unless required in a particular circumstance and used with proper shading device. No lights shall be allowed on any site which are unreasonably bright or cause unreasonable glare. Upward lighting of structures or landscaping is not allowed.

Section 1.22 Miscellaneous Notes:

- A. High efficiency furnaces and hot water heaters are required to reduce the number of fuel tanks in the area.
- B. Frost-free hydrants will be installed a short distance from the house for yard maintenance and fire protection during all stages of construction. Hoses must also be available on the job site for fire protection. All new construction requires fire sprinklers conforming with the Urban Wild land Interface Rules, Section 9-6-5.
- C. Structural snow loads should meet or surpass the standards for site elevation, historical snow depths, and seismic zone
- D. Special care should be taken on septic field installations. Hand digging should be done when necessary. Tanks and drains must not be placed on Association easements.
- E. The United States Forest Service will assist any Lot Owner in appraising trees for health, beetles, disease, feeding, etc.

SCAPO Amended CC&Rs and By Laws - October, 1997

- F. Excessively heavy or large construction excavation equipment will not be permitted due to possible destruction of the road and road bed.
- G. No vehicles with steel treads shall be driven on Association Roads without prior written approval from the Architectural Committee and the Road and Facilities Committee, which committees shall be responsible for the protection of these roads.
- H. Improvement forms must be received thirty (30) days prior to orientation meeting to insure adequate time for the review process. The Architectural Committee will pursue a speedy review process to the best of their ability.
- I. New construction design is encouraged to be similar to existing architecture.
- J. Noncompliance of the Architectural Standards will result in (1) Member's loss of voting right, 2) a stop work order against the County Building permit until such time as the conditions are satisfied, 3) forfeiture of the \$5,000 bond in escrow, 4) a lien will be placed on the Property to cover review, repair, impact fees and fine.

Section 2.01 Architectural Committee Review Fee:

- A. An Architectural Committee Review Fee of Thirty-five (\$35.00) for projects costing less than Five Thousand Dollars (\$5,000), or Sixty-five Dollars (\$65.00) for all other projects shall be paid to the Treasurer to cover costs and expenses of review and inspection. Review Fees become part of the General Fund.

Section 2.02 New Construction Fee:

- A. A New Construction Fee shall be paid to the Treasurer to be placed in the General Fund to be used for general Association improvements and repairs. The fee will be determined as follows:
 1. There will be a One Hundred Dollar (\$100) charge regardless of footage.
 2. There will be an additional fifteen cent (15¢) per square foot charge for every square foot exceeding one thousand (1,000) square feet of new construction.

Section 2.03 Construction Road Impact Fee:

- A. A Construction Road Impact Fee will be assessed upon all new construction. The use of heavy trucks hauling certain types of building materials result in a disproportionately rapid deterioration in road structure, damaging Association Common Roads. Because of the large capital investment in maintaining Association Common Roads an impact fee will be assessed to offset these damages. The fee shall be paid to the Treasurer to be placed in the General Fund and will be determined as follows:
 1. Ten Dollars (\$10.00) per yard of concrete used in construction.
 2. Seventy-five Dollars (\$75.00) per truckload (12-14 ton) of gravel, sand, rock, topsoil, fill, etc.

Section 2.04 Escrow Bond:

- A. The Member will post a bond of \$5,000 to escrow prior to the issuing of any approval permits. This bond will be designated for any expenses the Association might incur from the new construction and/or restoration of the property including purchase and planting of trees that have been destroyed without authorization.

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 lot

SCPPG A 3

The undersigned owner(s) of Lot(s) UUSZ' 077' 0003 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Row 1: Irva Pratt Andrus, Irva Pratt Andrus, Oct. 11, 1997. Subsequent rows are crossed out with a diagonal line.

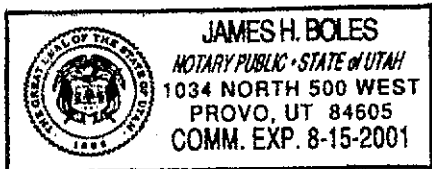
NOTARY PUBLIC:

STATE OF UTAH

COUNTY OF UTAH SS

On the 11TH day of OCTOBER A.D., 1997 personally appeared before me IRVA ANDRUS, who duly acknowledge to me that he/she/they executed the same.

Notary Public: James H. Boles
My commission expires: 8/15/01
Residing at: Provo ut



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

SCPOG A 19
UU 52:077:0019

The undersigned owner(s) of Lot(s) 790 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)

Signature(s)

Date

Janette Hales Beckham
Robert H. Hales
Hales Family Ltd Partnership

Janette Hales Beckham
General Partner

10/11/97

[Signature]

[Signature]

[Signature]

NOTARY PUBLIC:

STATE OF

COUNTY OF SS

On the 11 day of October A.D., 1997 personally appeared before me JANETTE HALES, who duly acknowledge to me that he/she/they executed the same.

Notary Public:

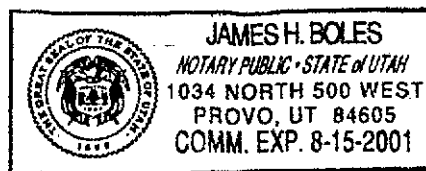
James H. Boles

My commission expires:

8/15/01

Residing at:

Provo



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

UU 52:077:0039
Sundance Cascades

The undersigned owner(s) of Lot(s) ~~#10~~ ^{Plot A} ~~Lot 28 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.~~

Printed Name(s)	Signature(s)	Date
<u>Stacy A. Benefield</u>	<u>Stacy A. Benefield</u>	<u>10/11/97</u>
<u>Michael E. Benefield</u>	<u>Michael E. Benefield</u>	<u>10/11/97</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

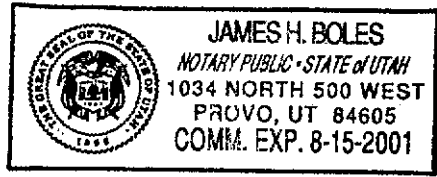
NOTARY PUBLIC:

STATE OF UTAH

COUNTY OF UTAH SS

On the 11th day of OCTOBER A.D., 1997 personally appeared before me STACY BENEFIELD, who duly acknowledge to me that he/she/they executed the same.

Notary Public: James H. Boles
My commission expires: 8/15/2001
Residing at: Provo Ut.



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

SN 52:093:0020

The undersigned owner(s) of Lot(s) SPDG A20 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Contains entries for B. Neil Bullock and Sharon Bullock signed on Sept 16, 1997.

NOTARY PUBLIC:

STATE OF Utah

COUNTY OF Utah SS

On the 16 day of September A.D., 1997 personally appeared before me BNeil & Sharon Bullock, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Lorraine N. Capell

My commission expires: 2-6-01

Residing at: Ut County



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

2 lots { UU 52:093:0016 UU 52:093:0030 Sundance Planned Dwelling

The undersigned owner(s) of Lot(s) 6 and 7 Group Part "A" state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

as corrected October 10, 1997

Printed Name(s)

Signature(s) upon adoption by the Association

Date

Minnie P. Burton TTEE

Minnie P. Burton

Nov 24, 1997

NOTARY PUBLIC:

STATE OF Utah

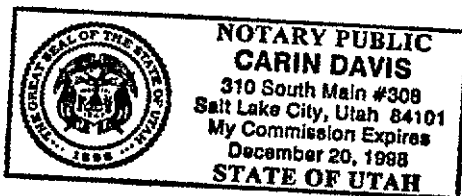
COUNTY OF Salt Lake SS

On the 24 day of November A.D., 1997 personally appeared before me Minnie P. Burton, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Carin Davis

My commission expires: 12-20-98

Residing at: Salt Lake



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

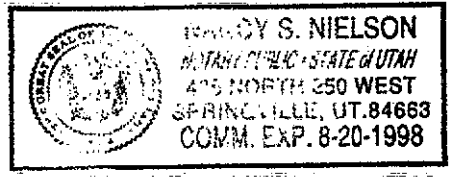
1 lot SCPDG A12

The undersigned owner(s) of Lot(s) 4452: 077: 0012 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
<u>Stephen A. Candland</u>	<u>[Signature]</u>	<u>12/16/97</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

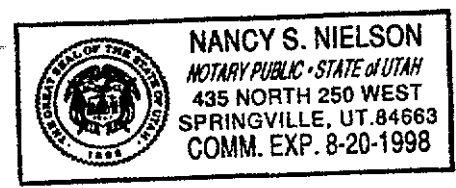
NOTARY PUBLIC:

STATE OF UTAH
COUNTY OF UTAH SS



On the 16th day of December A.D., 1997 personally appeared before me Stephen A Candland, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Nancy S Nielson
My commission expires: 8-20-98
Residing at: 435 N 250 W
Springville UT 84663



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

UU52:093:0009

The undersigned owner(s) of Lot(s) 9 SPDG state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

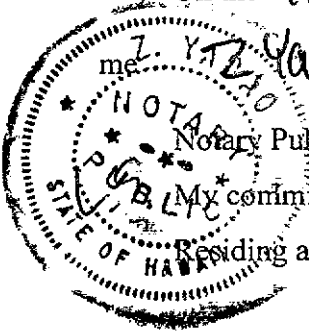
Printed Name(s) Signature(s) Date
Stephen and Sandra Covey Sundance Partnership, Ltd. 8/ /97
By: Cynthia Covey Haller, General Partner
By: Maria Covey Cole, General Partner Maria Covey Cole 8/19/97

NOTARY PUBLIC:

STATE OF ~~UTAH~~ Hawaii
COUNTY OF ~~UTAH~~ Honolulu SS

On the 18 day of August A.D., 1997 personally appeared before

me, I. Y. T. Yadao, who duly acknowledge to me that he/she/they executed the same.



BANK OF HAWAII
Laie Branch
P. O. Box 76
Laie, Hawaii 96762

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

16f

uu 52: 093: 0009

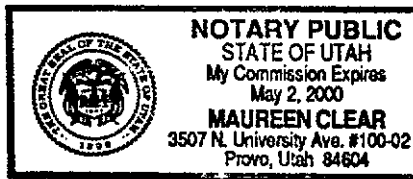
The undersigned owner(s) of Lot(s) 9 SPDC state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s) Signature(s) Date
Stephen and Sandra Covey Sundance Partnership, Ltd. 8/ /97
By: Cynthia Covey Haller, General Partner
By: Maria Covey Cole, General Partner

NOTARY PUBLIC:

STATE OF UTAH

COUNTY OF UTAH SS



On the 28 day of August A.D., 1997 personally appeared before me M. Clear, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Maureen Clear

My commission expires: 2 May 2000

Residing at: STEPHEN R. COVEY 360 West 4800 North Provo, UT 84604-4478 ATTN: MAUREEN (MO) CLEAR

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

UU 52:077:0024

The undersigned owner(s) of Lot(s) 24 SCPDC state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Rows include Bruce R. Dixon and Colleen C. Dixon with handwritten signatures and dates (Aug 22, 1997).

NOTARY PUBLIC:

STATE OF ut COUNTY OF ut SS

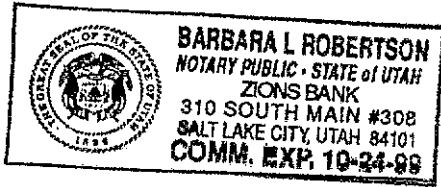
On the 22nd day of Aug A.D., 1997 personally appeared before

me, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Barbara L. Robertson

My commission expires: 10-24-99

Residing at: Spanish Fork, UT



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot SCPPC A4

The undersigned owner(s) of Lot(s) UU 52:077:0004 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

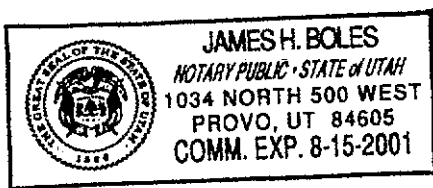
Printed Name(s)	Signature(s)	Date
Cynthia Gaufer <i>General Partner</i>	<i>Cynthia Gaufer</i>	10-11-97
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTARY PUBLIC:

STATE OF UTAH
COUNTY OF UTAH SS

On the 11TH day of OCTOBER A.D., 1997 personally appeared before me CYNTHIA GAUFER, who duly acknowledge to me that he/she/they executed the same.

Notary Public: *James H. Boles*
My commission expires: 8/15/01
Residing at: *Provo*



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 lot

SC PDG A9

The undersigned owner(s) of Lot(s) 04 52, 077, 0009 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Entries include DALE GERSTMANN and KRISTINE GERSTMANN with handwritten signatures and dates (8/19/97).

NOTARY PUBLIC:

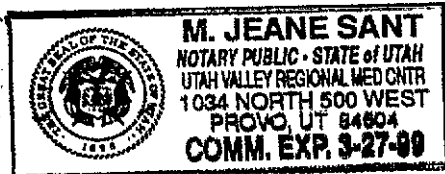
STATE OF Utah
COUNTY OF Utah SS

On the 14 day of Aug A.D., 1997 personally appeared before me Dale Gerstmann, Kristine Gerstmann who duly acknowledge to me that he/she/they executed the same.

Notary Public: M. Jeane Sant

My commission expires: 3-27-99

Residing at: Provo, UT



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

3 pieces

UU 52:093 0008, UU 52:093 0031
SPDG A8

The undersigned owner(s) of Lot(s) 8 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)

Signature(s)

Date

ELAINE L. GORDON

Elaine L. Gordon

8/15/97

NOTARY PUBLIC:

STATE OF

COUNTY OF SS

On the day of A.D., 19 personally appeared before me, who duly acknowledge to me that he/she/they executed the same.

Notary Public:

My commission expires:

Residing at:

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

SCAPO A-23

The undersigned owner(s) of Lot(s) UU 52; 077; 0673 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Row 1: Roy A Hammond, [Signature], 8/11/97. Row 2: Frances Hammond, [Signature], 8/11/97.

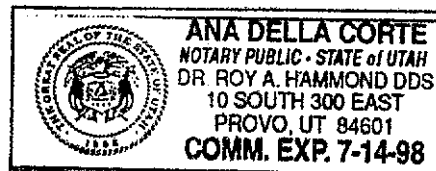
NOTARY PUBLIC:

STATE OF Utah

COUNTY OF Utah SS

On the 11 day of August A.D., 1997 personally appeared before me Roy & Frances Hammond who duly acknowledge to me that he/she/they executed the same.

Notary Public: Ana Della Corte
My commission expires: 7/14/98
Residing at: Provo, UT



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

SCPPG-A 2

1 Lot

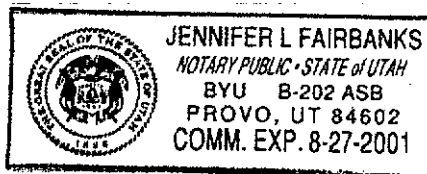
UU 52:077:0002

The undersigned owner(s) of Lot(s) # 2 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
Ray C. Hillam	<i>Ray C. Hillam</i>	10-6-97
Carolyn S. Hillam	<i>Carolyn S. Hillam</i>	10-6-97

NOTARY PUBLIC:

STATE OF Utah
COUNTY OF Utah SS



On the 6 day of October A.D., 1997 personally appeared before me Ray C. Hillam Carolyn S. Hillam, who duly acknowledge to me that he/she/they executed the same.

Notary Public: *Jennifer L. Fairbanks*

My commission expires: 8-27-01

Residing at: Provo, UT

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

UU 52:077:0010 Stewart Cascades lands

The undersigned owner(s) of Lot(s) #16 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)

Signature(s)

Date

Dwight Hooker

[Handwritten signature of Dwight Hooker]

10/11/97

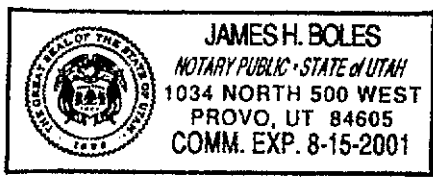
NOTARY PUBLIC:

STATE OF UTAH

COUNTY OF UTAH SS

On the 11th day of OCTOBER A.D., 1997 personally appeared before me DWIGHT HOOKER, who duly acknowledge to me that he/she/they executed the same.

Notary Public: James H Boles
My commission expires: 8/15/01
Residing at: Provo ut.



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

Lot SP PG 421

The undersigned owner(s) of Lot(s) UU 52,093,002 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
Mary Ireland	<i>Mary Ireland</i>	3-2-98
Robert Ireland	<i>R Ireland</i>	3-2-98

NOTARY PUBLIC:

STATE OF Utah

COUNTY OF Utah SS

On the 2nd day of March

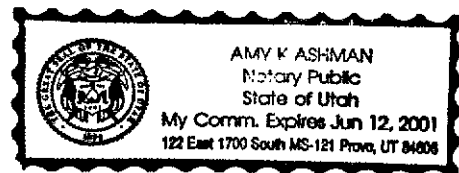
A.D., 1998 personally appeared before

me Robert & Mary Ireland, who duly acknowledge to me that he/she/they executed the same.

Notary Public: *Amy K. Ashman*

My commission expires: 6/12/01

Residing at: 122 E. 1700 S. Provo, Utah



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

UU 52:677:0014 SCAPG-A-14

1 lot

The undersigned owner(s) of Lot(s) 14 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Entries include Don A. Jensen and Mary Bee Jensen with handwritten signatures and dates (9/25/97).

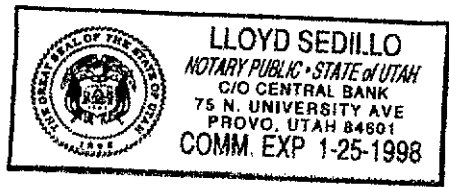
NOTARY PUBLIC:

STATE OF ut

COUNTY OF ut SS

On the 25 day of Sept A.D., 19 97 personally appeared before me Don A. Jensen Mary Bee Jensen, who duly acknowledge to me that he/she/they executed the same.

Notary Public: [Signature] My commission expires: 1/25/98 Residing at: Provo



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

UU 52: 077; 0018

SCAPG A18

1 Lot

The undersigned owner(s) of Lot(s) 169 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
Francis R Magleby	<i>Francis R Magleby</i>	10/7/97
Mildred B. Magleby	<i>Mildred B. Magleby</i>	10/7/97

NOTARY PUBLIC:

STATE OF VERMONT

COUNTY OF ... SS CALEDONIA

On the 7th day of October A.D., 1997 personally appeared before me Francis & Mildred Magleby, who duly acknowledge to me that he/she/they executed the same.

Notary Public: *Phyllis Grandad*

My commission expires: 2-10-99

Residing at: *Washburn VT*



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

2 lots

SMHP D2
SPDG A25
UU 52: 603: 0002

The undersigned owner(s) of Lot(s) UU 52: 093: 0025 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
Robert S. Malina	<i>[Signature]</i>	10/13/97
Fran Malina	<i>[Signature]</i>	10/13/97

NOTARY PUBLIC:

STATE OF New York
COUNTY OF New York SS

On the 13th day of October - A.D., 1997 personally appeared before me Robert S. Malina & Fran Malina, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Sheryl D. Limpert
My commission expires: 1/27/99
Residing at: 163 Amsterdam Ave
New York, NY 10023

SHERYL D. LIMPERT
NOTARY PUBLIC, State of New York
No. 0115072374
Qualified in New York County
Commission Expires Jan. 27, 1999

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

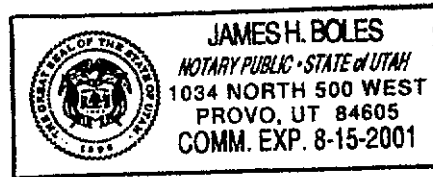
SM 110 C1

The undersigned owner(s) of Lot(s) UU 52: 48' 000 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Row 1: Stephen Minton, Stephen Minton, Oct 11, 97. Row 2: JONI MINTON, JONI MINTON, Oct 11, 97. Subsequent rows are crossed out with a large diagonal line.

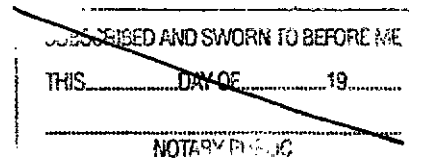
NOTARY PUBLIC:

STATE OF UTAH
COUNTY OF UTAH SS



On the 11th day of OCTOBER A.D., 1997 personally appeared before me JONI MINTON, who duly acknowledge to me that he/she/they executed the same.

Notary Public: James H. Boles
My commission expires: 8/15/01
Residing at: Provo ut.



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

SCPOG P10

The undersigned owner(s) of Lot(s) UU 52,342,0010 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)

Signature(s)

Date

Jean M. Morris

Jean M. Morris

11/5/97

NOTARY PUBLIC:

STATE OF WA

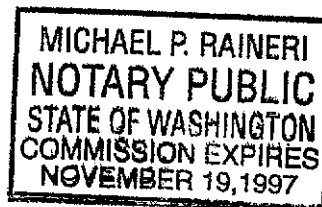
COUNTY OF King SS

On the 5th day of November A.D., 1997 personally appeared before me JEAN M. MORRIS, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Michael P. Raineri

My commission expires: 11.19.97

Residing at: Seattle, wa



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

CU 52:077:0013

SCAPO A13

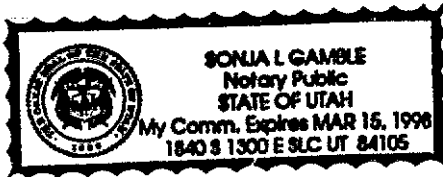
The undersigned owner(s) of Lot(s) A13 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Row 1: Helen Wright Olpin, [Handwritten Signature], 09/03/97.

NOTARY PUBLIC:

STATE OF Utah

COUNTY OF Salt Lake SS



On the 3rd day of September A.D., 1997 personally appeared before me Sonja Gamble, who duly acknowledge to me that he/she/they executed the same.

Notary Public:

My commission expires: mar 15, 1998

Residing at: 1840 South 1300 East Salt Lake City, UT 84105

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

2 lots { SM 44 B4 SM 44 B5 UU 52:147:0004

The undersigned owner(s) of Lot(s) UU 52:147:0005 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Entries include Glen A. Overton and Kim B. Overton, dated 10-3-97.

NOTARY PUBLIC:

STATE OF

COUNTY OF SS

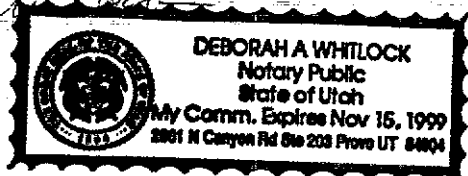
On the 6th day of October A.D., 19 personally appeared before

me Glen A. Overton Kim B. Overton, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Deborah A. Whitlock

My commission expires: 1999

Residing at: Provo, Utah



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

2 lots

PP 52:078;0005
LU 52:078;0006

5 & 6 Stewart Cascade lands Planned Dwelling group Plat "B"

The undersigned owner(s) of Lot(s) state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)

Signature(s)

Date

Kyle E. Powell

[Signature]

Nov 20, 1997

Brenda B. Powell

[Signature]

Nov. 20, 1997

NOTARY PUBLIC:

STATE OF UTAH

COUNTY OF UTAH SS

On the 20 day of November A.D., 1997 personally appeared before

me Kyle E. Powell
Brenda B. Powell, who duly acknowledge to me that he/she/they executed the same.

Notary Public:

[Signature]

My commission expires:

Residing at:

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

6 lots

SPDGA1 UU 52:093:0001, SPDGA4 UU 52:093:0004
SPDGA2 UU 52:093:0002, SPDGA5 UU 52:093:0005
SPDGA3 UU 52:093:0003, SMHB B1 UU 52:147:0001

The undersigned owner(s) of Lot(s) _____ state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)

Signature(s)

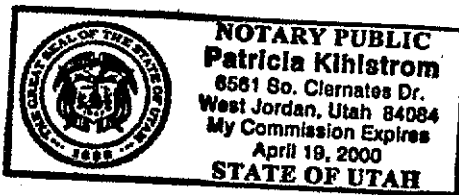
Date

Handwritten signature and date 10/11/97 on a set of lines.

NOTARY PUBLIC:

STATE OF UTAH

COUNTY OF SALT LAKE SS



On the 11th day of OCTOBER A.D., 1997 personally appeared before me ROBERT REDFORD, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Patricia Kihstrom

My commission expires: 4-19-2000

Residing at:

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO)

UTAH COUNTY, UTAH

UU 52; 077; 0015

SC PPG A 17

1 lot

The undersigned owner(s) of Lot(s) 17 PLATA state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
<u>John P. Sanders</u>	<u>[Signature]</u>	<u>Oct 6, 1998</u>
<u>Maureen W. Sanders</u>	<u>[Signature]</u>	<u>Oct 6, 1998</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTARY PUBLIC:

STATE OF California

COUNTY OF Santa Barbara SS

On the 6 day of October

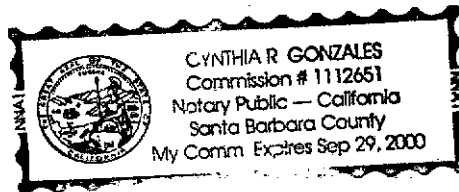
A.D., 1997 personally appeared before

me John P + Maureen W. Sanders, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Cynthia R Gonzales

My commission expires: Sept 29, 2000

Residing at: 113 Juniper YAFB, CA 93437



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 Lot

SCPA 1314

The undersigned owner(s) of Lot(s) UU 52,078, 1000 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Row 1: Harris A. Simmons, [Signature], 9/4/97. Rows 2-5 are blank.

NOTARY PUBLIC:

STATE OF Utah

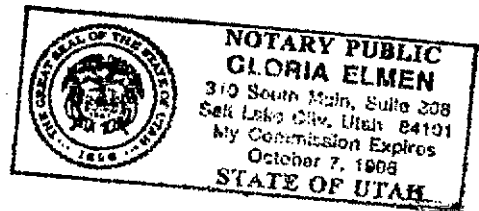
COUNTY OF Salt Lake

On the 4th day of September A.D., 1997 personally appeared before me Harris H. Simmons, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Gloria Elmen

My commission expires: 10/7/98

Residing at: Salt Lake



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

2 lots } SPDG A 10 SN 52:093:0010
SPDG A 11 SN 52:093:0011

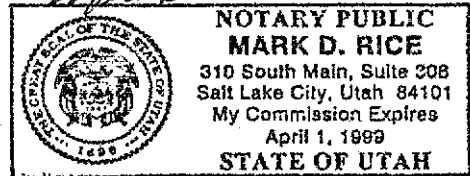
The undersigned owner(s) of Lot(s) state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s) Signature(s) Date
Harlow E. Smoot MD Harlow E. Smoot MD 8/19/97
Carol Lee Smoot Carol Lee Smoot 8/28/97

NOTARY PUBLIC:

STATE OF CALIFORNIA
COUNTY OF TULARE SS

Notarized 8-28-97 Carol Lee Smoot



On the 19th day of August A.D., 19 97 personally appeared before me Harlow Smoot MD, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Sally W.C. Owens
My commission expires: April 17 1998 2001
Residing at: Exeter CA



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 lot

SPDG A 118

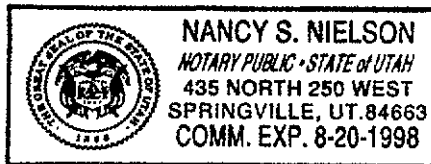
The undersigned owner(s) of Lot(s) UU 52:093:0018 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Table with 3 columns: Printed Name(s), Signature(s), Date. Contains entries for Donald T. Southam and Paula H. Southam, both dated 10-4-97.

NOTARY PUBLIC:

STATE OF UTAH

COUNTY OF UTAH SS



On the 4th day of OCTOBER A.D., 1997 personally appeared before me Donald T. Southam Paula H. Southam who duly acknowledge to me that he/she/they executed the same.

Notary Public: Nancy S. Nielson

My commission expires: 8-20-98

Residing at: 435 N 250 W Springville UT 84663

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 lot

215 STEWART Rd.

The undersigned owner(s) of Lot(s) PP 52,078,0010 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

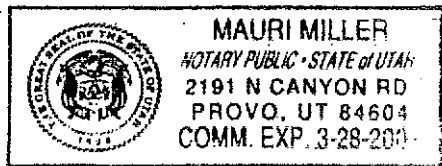
Table with 3 columns: Printed Name(s), Signature(s), Date. Row 1: LAVORN SPARKS NICE, [Signature], 10-5-97. Row 2: PIONEER PROPERTIES, [Signature], [Blank].

NOTARY PUBLIC:

STATE OF Utah
COUNTY OF Utah SS

On the 7 day of October A.D., 1997 personally appeared before me Lavern Sparks, who duly acknowledge to me that he/she/they executed the same.

Notary Public: [Signature]
My commission expires: 3-28-07
Residing at: Provo, Utah



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

164

SEP 6 45

The undersigned owner(s) of Lot(s) Uu 52:077:0005 state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
Richard L. Stone	<i>Richard L. Stone</i>	4-1-98
Faunice V Stone	<i>Faunice V Stone</i>	4-1-98

NOTARY PUBLIC:

STATE OF UTAH,
COUNTY OF UTAH SS



On the 1 day of APRIL A.D., 1998 personally appeared before me Richard & Faunice, who duly acknowledge to me that he/she/they executed the same.

Notary Public: *Nancy S. Nielson*
My commission expires: 8-20-98
Residing at: 435 N 250 W
Springville UT 84663

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

1 lot SCPOG B15 plus small parcel attached - Don't know number

The undersigned owner(s) of Lot(s) UUS2: 078: 001 State(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s) Signature(s) Date
HOWARD S. STURIM Jeanne A. Sturim 8/21/97
Jeanne A. Sturim 8/21/97

NOTARY PUBLIC:

STATE OF RHODE ISLAND

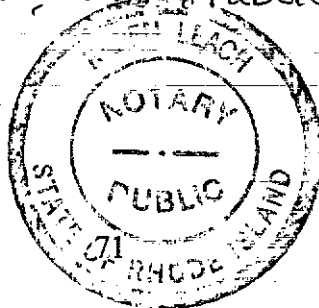
COUNTY OF PROVIDENCES

On the 21st day of August, 1997 A.D., personally appeared before me, who duly acknowledge to me that he/she/they executed the same.

Notary Public: Karen Leach, Notary Public

My commission expires: 08/06/01

Residing at:



AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND BY LAWS FOR THE SUNDANCE CASCADES ASSOCIATION OF PROPERTY OWNERS (SCAPO) UTAH COUNTY, UTAH

3 lots

} Uu S2:093:0006 SPDG A6
Uu S2:093:0012 SPDG A12
Uu S2:147:0006 SMKA B6

The undersigned owner(s) of Lot(s) _____ state(s) that he/she/they has/have read and understand(s) and vote(s) to adopt the foregoing Amended Declaration of Covenants, Conditions, and Restrictions for the Sundance Cascades Association of Property Owners (version dated July 1997) and does hereby agree to accept and abide by the terms thereof.

Printed Name(s)	Signature(s)	Date
<u>MIKE L. WASHBURN</u>	<u>[Signature]</u>	<u>11-18-97</u>
<u>San Sundance Development Corporation</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTARY PUBLIC:

STATE OF UTAH

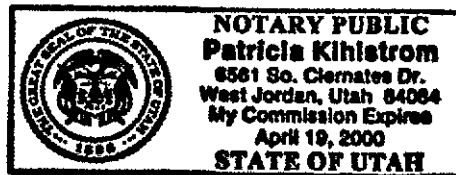
COUNTY OF UTAH SS

On the 18th day of NOVEMBER A.D., 1997 personally appeared before me MIKE L. WASHBURN, who duly acknowledge to me that he/she/they executed the same.

Notary Public:

My commission expires:

Residing at:



[Signature]