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WHEN RECORDED, RETURN TO:

M. Thomas Jolley, Esq.
3520 N. University Avenue, Suite 100
Provo, Utah 84604

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ENT 48472:2009 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 May 04 11:41 am FEE 30.00 BY SS
RECORDED FOR SNELL & WILMER LLP

**SECOND AMENDMENT TO
COMMUNITY CHARTER
FOR
SUNDANCE COMMUNITY PRESERVE**

THIS SECOND AMENDMENT to Community Charter for Sundance Community Preserve dated as of April 13, 2009 ("Second Amendment") is executed pursuant to the provisions of the Community Charter described in Recital "A" below by SUNDANCE PARTNERS, LTD., a Utah limited partnership (the "Master Developer").

RECITALS:

A. On March 7, 2005, the Master Developer recorded with the Recorder of Utah County, Utah a Community Charter for Sundance Community Preserve as Entry Number 23601:2005 ("Original Charter") covering certain real property and improvements situated in Utah County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. The Charter was amended by that certain First Amendment to Community Charter for Sundance Community Preserve dated April 7, 2006 and recorded with the Recorder of Utah County, Utah as Entry Number 43463:2006 ("First Amendment"). The Original Charter, as amended and modified by the First Amendment, is sometimes collectively referred to herein as the "Community Charter." Capitalized terms used and not otherwise defined in this Second Amendment shall have the meaning or meanings given to them in the Community Charter.

B. Pursuant to Section 17.3 of the Community Charter, the Master Developer reserved the right to unilaterally amend the Community Charter for any purpose so long as the Class B Membership exists and provided that (i) any such amendment does not materially adversely affect title to any property without the consent of the affected Owner, and (ii) Master Developer obtains the express written consent of Herrington.

C. Pursuant to Section 18.6 of the Community Charter, the Master Developer has the right to modify the covenants, conditions, and restrictions set forth in Article III of the Community Charter provided the Master Developer obtains the express written consent of Herrington.

NOW, THEREFORE, the Community Charter is hereby amended as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated herein and made a part of this Second Amendment.
2. Exhibit C -- Land Use Classification and Neighborhood Designation. The third sentence of Section 1 of Exhibit C setting forth the Land Use Classifications of The Ridge Lots at Sundance Community Preserve is amended and restated as follows:

“Notwithstanding anything to the contrary contained herein or in the Neighborhood Charter encumbering such property, the property described on Exhibit “B” attached hereto (“Herrington Property”), and any Lots created by further subdividing the Herrington Property from time to time (provided all appropriate consents for further subdivision of such Lots have been obtained) shall be exempt from the restriction against implementing a Timeshare/Fractional Program in a Single Family Residential Development so long as each of the fractional interests in a particular Lot and the improvements thereto is not less than a one-twelfth (1/12) interest (or, if structured as a non-deeded program, there are not more than twelve (12) memberships or other forms of interest granted with respect to each Lot).”
3. Community Charter Remains in Effect. Except as expressly amended by the foregoing, the Community Charter shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Second Amendment.
4. Authority. Except for Herrington’s consent, the Master Developer hereby certifies that the Master Developer may execute this Second Amendment without the consent or signature of any other party or Owner as provided in Sections 17.3 and 18.6 of the Community Charter.
5. No Assignment. This Second Amendment does not constitute an assignment or transfer of any of Master Developer’s special development rights and powers under the Community Charter as contemplated by Section 18.1 thereof.
6. Counterparts. This Second Amendment may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Second Amendment is hereby executed as of the day and year first above written.

MASTER DEVELOPER:

SUNDANCE PARTNERS, LTD.,
a Utah limited partnership

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

By: SUNDANCE ENTERPRISES, INC.,
a Utah corporation,
Its Manager

By: *M. Jolley*
Its: *Vice President*

STATE OF UTAH)
)
) :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 13 day of April, 2009, by M. Thomas Jolley, the Vice President of Sundance Enterprises, Inc., a Utah corporation, which is the Manager of Sundance Holdings, L.L.C., a Utah limited liability company, which is the General Partner of Sundance Partners, Ltd., a Utah limited partnership.

Natalie J. Goldberg
Notary Public



HERRINGTON'S CONSENT

By placing his signature below, the undersigned hereby consent to the terms, provisions, covenants and restrictions of the Second Amendment to Community Charter for Sundance Community Preserve to which this Herrington's Consent is attached.

DATED this 29th day of April, 2009.

Phil Herrington

Phil Herrington

STATE OF Arkansas)
)
) ss.
COUNTY OF Pulaski)

On the 29th day of April, 2009, personally appeared before me PHIL HERRINGTON, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Kara D. Meeks

Notary Public

My Commission expires:



APR 29 2009

EXHIBIT "A"

SUNDANCE COMMUNITY PRESERVE LEGAL DESCRIPTION

Lot Nos. 1-9, inclusive, THE RIDGE LOTS AT SUNDANCE COMMUNITY PRESERVE, SUNDANCE RECREATION RESORT, PLAT K according to the official plat thereof on file and of record in the Office of the Utah County Recorder.

EXHIBIT "B"

HERRINGTON PROPERTY

Lot Nos. 1-5, inclusive, THE RIDGE LOTS AT SUNDANCE COMMUNITY PRESERVE, SUNDANCE RECREATION RESORT, PLAT K according to the official plat thereof on file and of record in the Office of the Utah County Recorder.