

WHEN RECORDED, RETURN TO:

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

ENT 43463:2006 PG 1 of 17  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Apr 11 3:02 pm FEE 63.00 BY SB  
RECORDED FOR TITLE WEST TITLE COMPANY  
ELECTRONICALLY RECORDED

Tax Parcel Nos. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIRST AMENDMENT TO  
COMMUNITY CHARTER  
FOR**

**SUNDANCE COMMUNITY PRESERVE**

TW251226975

THIS FIRST AMENDMENT to Community Charter for Sundance Community Preserve dated as of April 7, 2006 ("First 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"). Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Community Charter.

**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 ("Community 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.

B. Pursuant to Section 15.1 of the Community Charter, the Master Developer reserved the right to unilaterally expand the Preserve by adding to the Preserve certain Additional Land situated in Utah County, Utah. Master Developer is the owner of that certain portion of the Additional Land commonly known as the "Townhouses," the "Flathead Area," and the "Sundance Village" as further described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. 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 any such amendment does not materially adversely affect title to any property without the consent of the affected Owner.

D. Charles Robert Redford, Jr. is the owner of that certain parcel located within the vicinity of the Preserve ("Boneyard Parcel") and Sundance Development Corporation, a Utah corporation, is the owner of that certain parcel also located within the vicinity of the Preserve ("Nordic Tract Center"). The Boneyard Parcel and the Nordic Tract Center shall be together referenced in this First Amendment as the "Sundance Related Development Areas" and the respective owners thereof shall be collectively referenced as the "SRDA Owners." The Sundance Related Development Areas constitute a portion of the Additional Land. The SRDA Owners and the Master Developer have agreed that the Sundance Related Development Areas should be added to the Preserve in accordance with the terms and provisions of the Community Charter and this First Amendment.

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 First Amendment.
2. Neighborhood Designations. The first sentence of Section 5.5.1.1 is amended and restated as follows:

Exhibit "C" to this Community Charter, attached hereto and incorporated herein by this reference, and each amendment to this Community Charter filed to subject Additional Land to this Community Charter, may initially assign, to the extent determined by the Master Developer in its sole and exclusive discretion, the real property described therein to a specific Neighborhood by name, which Neighborhood may be then existing or newly created, and may initially designate the Land Use Classification of such property.

3. Master Developer's Right to Waive the Transfer Fee. Section 6.12.2 is amended and restated as follows:

6.12.2 No such transfer fee shall be payable and a transfer shall not have occurred with respect to (i) the creation of any Mortgage, (ii) in connection with any foreclosure of a First Mortgage, (iii) the exercise of a power of sale available under a First Mortgage, (iv) the taking of a Deed or assignment in lieu of a foreclosure by a First Mortgagee, (v) the conveyance by a First Mortgagee of a Deed in respect of a Parcel, Lot, Dwelling Unit or improvement, or part thereof or interest therein, to a grantee if such First Mortgagee shall have obtained title to such Parcel, Lot, Dwelling Unit or improvement, or part thereof or interest therein, pursuant to subclause (ii), (iii) or (iv) above, (vi) any transfer, sale or conveyance between the Master Developer and a Master Developer Affiliate, (vii) any transfer between SRDA Owners or between SRDA Owners and Master Developer or a Master Developer Affiliate, or (viii) any transfer, sale or conveyance for which the Master Developer has expressly waived, in writing, the transfer fee. For purposes of this Section 6.12, a "transfer" shall mean, whether in one transaction or in a series of related transactions, any sale, conveyance, assignment, lease, or other transfer of any beneficial ownership of or interest in any Lot, Dwelling Unit or Parcel, including but not limited to (1) the conveyance

of fee simple title to any Lot, Dwelling Unit or Parcel, (2) the transfer of any timeshare or fractional ownership interest, or vacation club interest; (3) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Lots, Dwelling Units or Parcels, and (4) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots, Dwelling Units or Parcels. The Master Developer, prior to the organization of the Community Association, and thereafter the Board, shall have the right to determine in their respective sole and exclusive discretion, based on the above criteria, whether or not a "transfer" has occurred for the purposes of levying a transfer fee.

4. Withdrawal of Property. The first sentence of Section 15.6 is deleted in its entirety and replaced with the following:

At any time on or before the date which is twenty-five (25) years from the date that this Community Charter is recorded, the Master Developer shall have the right to withdraw property ("Withdrawable Land") from the Preserve so long as Master Developer obtains the consent of both (i) the Owner of such Withdrawable Land (if other than the Master Developer) and (ii) Phil Herrington ("Herrington"), which consent shall not be unreasonably withheld or delayed, so long as Herrington or an entity in which Herrington directly or indirectly owns 51% or more interest ("Herrington Party") owns any interest in any of Lots 1-5 of the Ridge Lots at Sundance Community Preserve ("Lots 1-5"). However, with respect to the consent of Herrington mentioned in the preceding sentence, in the event that either Herrington or Herrington Party purchases less than all of Lots 1-5 or Herrington or Herrington Party's interest in Lots 1-5 is sold or terminated by Master Developer as a result of a default by Herrington, Inc., or its successors or assigns ("Buyer"), under the Purchase and Sale Agreement between Master Developer and Buyer dated January 24, 2006 (the "Purchase Agreement"), any such proposed withdrawal of Withdrawable Land from the Preserve shall not require Herrington's consent but shall require the vote or written approval of a majority of the voting power of the owners of the lots in the Ridge Lots at Sundance Community Preserve ("Ridge Lots"), as determined in accordance with the Neighborhood Charter For The Ridge Lots at Sundance Community Preserve and this Section ("Majority of the Ridge Lot Owners"), such consent not to be unreasonably withheld or delayed. So long as the Purchase Agreement remains in effect and Buyer is not in default under the Purchase Agreement, Herrington is deemed to have an interest in Lots 1-5. For all purposes under this First Amendment, so long as Master Developer or any Master Developer Affiliate is the owner of record of five (5) or more Ridge Lots and Herrington or a Herrington Party is the owner of record of two (2) or more Ridge Lots, the term "Majority of the Ridge Lot Owners" shall also require the vote or written consent of at least one Ridge Lot Owner that is not the Master Developer or a Master Developer Affiliate.

5. Unilateral Amendments. The last sentence of Section 17.3 is deleted and in its entirety and replaced with the following:

Except for Master Developer's unilateral right to designate and fix Neighborhoods and Land Use Classifications as set forth in Section 18.6 below, so long as the Class B Membership exists, Master Developer may unilaterally amend this Community Charter for any other purpose so long as (i) any such amendment shall 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, which consent shall not be unreasonably withheld or delayed, so long as Herrington or Herrington Party owns any interest in any of Lots 1-5. So long as the Purchase Agreement remains in effect and Buyer is not in default under the Purchase Agreement, Herrington is deemed to have an interest in Lots 1-5. However, with respect to the consent of Herrington mentioned above, in the event that either Herrington or Herrington Party purchases less than all of Lots 1-5 or Herrington or Herrington Party's interest in Lots 1-5 is sold or terminated by Master Developer as a result of a default by Buyer under the Purchase Agreement, any such amendment shall not require Herrington's consent but shall require the vote or written approval of a Majority of the Ridge Lot Owners, such consent not to be unreasonably withheld or delayed.

6. Master Developer Right to Modify Land Use Classifications, Permitted Uses and Restrictions. The following new Section 18.6 granting the Master Developer the unilateral right (subject to certain conditions) to modify the Land Use Classifications, permitted uses and restrictions applicable to Lots, Parcels or Neighborhoods shall be inserted after Section 18.5.3 of the Community Charter as follows:

18.6 Unilateral Right to Modify Land Use Classifications, Permitted Uses and Restrictions. Notwithstanding anything contained in this Community Charter to the contrary, Master Developer may unilaterally amend this Community Charter at any time and from time to time in order to designate and fix Neighborhoods and Land Use Classifications as portions of the Preserve are readied for development and/or sale to Neighborhood Developers, without the consent of the Community Association, any Owner, any Mortgagee or any other third-party person or entity. Moreover, notwithstanding anything in this Community Charter to the contrary, but subject to the Master Developer's unilateral amendment right described in the preceding sentence, the Master Developer may, at its option (subject to the conditions contained herein), redesignate the Sundance Related Development Areas and grant variances and exemptions from the restrictions set forth in Article III of this Community Charter or any Supplemental Charter provided the Master Developer obtains the express written consent of Herrington, which consent shall not be unreasonably withheld or delayed, so long as Herrington or Herrington Party owns any interest in any of Lots 1-5. So long as the Purchase Agreement remains in effect and Buyer is not in default under the Purchase Agreement, Herrington is deemed to have an interest in Lots 1-5. However, with respect to the consent of Herrington

mentioned in the preceding sentence, in the event that either Herrington or Herrington Party purchases less than all of Lots 1-5 or Herrington or Herrington Party's interest in Lots 1-5 is sold or terminated by Master Developer as a result of a default by Buyer under the Purchase Agreement, any such variance or exemption shall not require Herrington's consent but shall require the vote or written approval of a Majority of the Ridge Lot Owners, such consent not to be unreasonably withheld or delayed.

In addition, the Master Developer may, at its option (subject to the conditions contained herein), modify or add to the covenants, conditions, and restrictions set forth in Article III of this Community Charter or in any Supplemental Charter provided the Master Developer obtains the express written consent of Herrington, which consent shall not be unreasonably withheld or delayed, so long as Herrington or Herrington Party owns an interest in any of Lots 1-5. However, with respect to the consent of Herrington mentioned in the preceding sentence, in the event that either Herrington or Herrington Party purchases less than all of Lots 1-5 or Herrington or Herrington Party's interest in Lots 1-5 is sold or terminated by Master Developer as a result of a default by Buyer under the Purchase Agreement, any such modification or addition shall not require Herrington's consent but shall require the vote or written approval of a Majority of the Ridge Lot Owners, such consent not to be unreasonably withheld or delayed.

7. Additional Covenants Applicable to Lots and Parcels within all Land Use Classifications. The following new Sections 3.2.32 and 3.2.33 adding covenants, conditions, and restrictions that apply to all Lots and Parcels shall be inserted after Section 3.2.31 of the Community Charter as follows:

3.2.32 Other Prohibited Structures. No manufactured or mobile home (other than a temporary manufactured or mobile home otherwise approved by the Architectural Review Committee for use during the construction and sale of any structure on any property), nursing home, residential treatment center for medical patients, foster care home, residential facility for elderly persons, campground, free-standing structure containing more than 20,000 square feet devoted exclusively to businesses offering retail goods for sale to the general public (but not including food service or retail sales activities commonly found in ski resorts, or retail sales activities accessory to or within a lodging building, conference center or entertainment facility), or pit for the mining of sand, gravel, clay or other earth-products shall be maintained on any Lot or Parcel.

3.2.33 Hazardous Materials. No hazardous materials (which means any substance defined as "hazardous waste," hazardous substance," or "pollutant or contaminant" under any federal, state or local law) of any kind may be stored or used on any Lot or Parcel except as necessary to conduct business operations (including but not limited to operations related to Sundance Ski Resort) and operations incidental thereto.

8. Exhibit B -- New Definitions. Section 57 of Exhibit B setting forth the definition of a Private Amenity is amended and restated and a new Section 70 of Exhibit B setting forth the definition of a Master Developer Affiliate is inserted as follows:

57. "Private Amenity" shall mean any real property, improvements and/or facilities thereon located and all related and supporting facilities and improvements within the Preserve that are owned and operated by Persons other than the Community Association for recreational, educational, cultural, social, theatrical, civic and related purposes, on a club membership basis or otherwise, and which are designated by the Master Developer in any Supplemental Charter as a Private Amenity including without limitation any real property owned by the Sundance Institute, a Utah nonprofit corporation, or Sundance Preserve, Inc.

70. "Master Developer Affiliate" means any person or entity directly controlling, controlled by or under common control with Master Developer, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which Master Developer is a general partner, managing member or controlling shareholder, member or partner. For purposes of this Community Charter, any reference made to "affiliates of Master Developer" or "Master Developer-related entities" shall mean and refer to a Master Developer Affiliate, all of which references are hereby amended to be consistent with this definition.

9. Exhibit C -- Land Use Classification and Neighborhood Designation. Section 1 of Exhibit C setting forth the Land Use Classification of The Ridge Lots at Sundance Community Preserve is amended and restated as follows:

1. Land Use Classification. The real property described in Exhibit A attached hereto shall be subdivided into thirteen (13) Lots, nine (9) of which are residential Lots, three (3) of which are designated as open space, and one (1) of which is the roads within the subdivision, as shown on the official plat of The Ridge Lots at Sundance Community Preserve, Sundance Recreation Resort, Plat K ("Neighborhood Plat"), to be created by the Neighborhood Developer's Recording of such Neighborhood Plat and the Neighborhood Charter. Such Neighborhood is hereby designated as a Single Family Residential Development for single family, residential use, as further described in the Community Charter and the Neighborhood Charter. Notwithstanding anything to the contrary contained herein or in the Neighborhood Charter encumbering such property, Lots numbered 1-5, inclusive, 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-seventh (1/7) interest (or, if structured as a non-deeded program, there are not more than seven (7) memberships or other forms of interest granted with respect to each Lot). This exemption to the restriction against implementing a Timeshare/Fraction Program on Lots 1-5 extends only to the use of such Lots for a Timeshare/Fractional Program and is

not intended to otherwise alter the character of the Lots or their designation as part of a Single Family Residential Development.

10. Expansion of Preserve to Include Additional Land; Exempt Property Designation. The Master Developer and the SRDA Owners have determined that certain portions of the Additional Land should be added to the Preserve. Because the Neighborhood and Land Use Classifications for such property have not yet been determined, such property shall initially be designated as Exempt Property. Accordingly, the Preserve is hereby expanded by the addition to the Preserve of certain Additional Land, including the Sundance Related Development Areas, situated in Utah County, Utah, which land is more particularly described in Exhibit "B" attached hereto. Such Additional Land shall be, and is hereby, encumbered by the Community Charter. Such Additional Land shall hereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Community Charter. Notwithstanding anything contained in the Community Charter to the contrary, including but not limited to Sections 5.5 and 15.3.4, which are hereby amended to be consistent with this First Amendment, the Master Developer hereby waives any and all requirements to designate the Additional Land as a Neighborhood because the Additional Land annexed into the Preserve is initially designated as Exempt Property. Notwithstanding the provisions of Section 15.1, the ownership, use and enjoyment of the Sundance Related Development Areas shall remain vested in and held by the respective SRDA Owners until such time they convey the property to a third party. When the Master Developer has determined the appropriate development and use of the Additional Land annexed hereby, the Master Developer shall amend the Community Charter to designate the Neighborhoods and Land Use Classifications for each such Parcel. Such designations may be made by a single Supplemental Charter or Parcel-by-Parcel with multiple Supplemental Charters.

11. Annexation of Additional Land Owned by the Sundance Institute. In the event Master Developer or a Master Developer Affiliate acquires any portion of the Additional Land currently owned by the Sundance Institute, a Utah nonprofit corporation, commonly known as the "Amphitheater," the "Rehearsal Hall" and the "Screening Room," then Master Developer shall add or cause the Master Developer Affiliate to add all or any portion of such Additional Land to the Preserve to subject the same to the terms and provisions of the Community Charter by recordation of one or more Supplemental Charters.

12. 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 First Amendment.

13. Authority. Except for the signatures of the SRDA Owners as to the Sundance Related Development Areas, the Master Developer hereby certifies that the Master Developer may execute this First Amendment without the consent or signature of any other party or Owner as provided in Section 17.3 of the Community Charter.

14. No Assignment. This First 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. The SRDA Owners are not successors or assigns of the Master Developer and shall have no rights or obligations under the

Community Charter other than those certain rights and obligations as Owners of Exempt Property.

15. SRDA Owners' Consent. By placing its signature below, each SRDA Owner hereby agrees and acknowledges that the respective Sundance Related Development Area owned by such SRDA Owner shall be subject to the Community Charter, as amended hereby. The SRDA Owners hereby agree and acknowledge to be bound by the terms and provisions of the Community Charter and this First Amendment, as the same may be amended from time to time.

16. Counterparts. This First 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.



IN WITNESS WHEREOF, this First 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 Managing Member

By: M. Thomas Tolley  
Its: Senior VP & General Counsel

STATE OF Utah )  
 )  
 ) :ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2006, by M. Thomas Tolley, the Senior VP and General Counsel of Sundance Enterprises, Inc., a Utah corporation, which is the Managing Member 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. Sotuyo  
Notary Public



**BONEYARD PARCEL OWNER'S CONSENT**

By placing his signature below, the undersigned hereby subjects the Boneyard Parcel to the terms, provisions, covenants and restrictions of the Community Charter, this First Amendment and subsequent amendments thereto, and agrees to be bound by all such terms and provisions. The undersigned Owner hereby further agrees and acknowledges that the Boneyard Parcel is hereby added to the Preserve as Exempt Property, having no obligation for the payment of Assessments and having no voting power in the Community Association, unless and until such property is designated as, or assigned to, a Neighborhood, with a Land Use Classification as property owned by a Master Developer Affiliate. The undersigned Owner will cooperate with Master Developer to effectuate such designation by executing and delivering such instruments in form and content as reasonably requested by Master Developer, and to perform all acts as in manner and form that may be necessary, for the purposes of annexing the Boneyard Parcel into the Preserve.

DATED this 7 day of April, 2006.

  
\_\_\_\_\_  
CHARLES ROBERT REDFORD, JR.

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

On the 7<sup>th</sup> day of April, 2006, personally appeared before me CHARLES ROBERT REDFORD, JR., the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public

My Commission expires: 10/28/06



NORDIC TRACT CENTER OWNER'S CONSENT

By placing his signature below, the undersigned Owner hereby subjects the Nordic Tract Center to the terms, provisions, covenants and restrictions of the Community Charter, this First Amendment and subsequent amendments thereto, and agrees to be bound by all such terms and provisions. The undersigned Owner hereby further agrees and acknowledges that the Nordic Tract Center is hereby added to the Preserve as Exempt Property, having no obligation for the payment of Assessments and having no voting power in the Community Association, unless and until such property is designated as, or assigned to, a Neighborhood, with a Land Use Classification as property owned by a Master Developer Affiliate. The undersigned Owner will cooperate with Master Developer to effectuate such designation by executing and delivering such instruments in form and content as reasonably requested by Master Developer, and to perform all acts as in manner and form that may be necessary, for the purposes of annexing the Nordic Tract Center into the Preserve.

DATED this 7 day of April, 2006.

SUNDANCE DEVELOPMENT CORPORATION, a Utah corporation

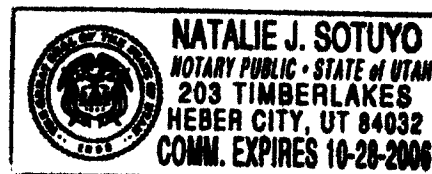
By: [Signature]
Name: M Thomas Jolley
Title: Senior VP & General Counsel

STATE OF Utah )
:SS.
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 7th day of April, 2006, by M. Thomas Jolley, the Senior VP + General Counsel of SUNDANCE DEVELOPMENT CORPORATION, a Utah corporation.

[Signature]
Notary Public

My Commission expires: 10/28/06



**CONSENT TO RECORD AND SUBORDINATION  
(U.S. Bank National Association)**

The undersigned U.S. Bank National Association, is the holder of that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of July 28, 2004, recorded July 28, 2004, as Entry No. 86507:2004 of the official records of Utah County, Utah, that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of July 28, 2004, recorded July 28, 2004, as Entry No. 86506:2004 of the official records of Utah County, Utah, and that certain Development Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of July 28, 2004, recorded July 28, 2004, as Entry No. 86505:2004 of the official records of Utah County, Utah, together with related loan documents (collectively the "Deeds of Trust") which constitute liens of record against the property subject to the Community Charter for Sundance Community Preserve (the "Community Charter"), as amended by the foregoing First Amendment to Community Charter for Sundance Community Preserve (the "First Amendment"). U.S. Bank National Association, hereby subordinates the liens and encumbrances of the Deeds of Trust to the Community Charter, as amended by the First Amendment recorded in the official records of Utah County, Utah, and consents to the recordation of such First Amendment.

U.S. Bank National Association

By: [Signature]  
Its: Vice President

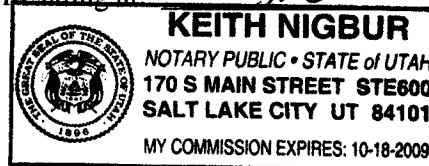
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30 day of March, 2006, by John Sustrand, the VP of U.S. Bank National Association.

[Signature]  
NOTARY PUBLIC  
Residing at: 346

My Commission Expires: 10-18-2009  
DMWEST #6326640 v14

S-4



3/24/2006

**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"****LEGAL DESCRIPTION OF LAND ANNEXED TO THE PRESERVE****BONEYARD  
(Deed 13980:2000)**

Beginning South 1221.00 feet and East 1538.62 feet from the Northwest corner of Section 14, Township 5 South, Range 3 East, Salt Lake Base & Meridian; (the Basis of Bearing being North 00°06'47" West along the Section line from said Northwest corner of Section 14 to the East quarter corner of Section 10); thence North 42°13'30" East 327.78 feet; thence Northeasterly 93.20 feet along the arc of a tangent curve to the right, having a radius of 100.00 feet, through an angle of 53°24'00", and whose chord bears North 68°55'30" East 89.86 feet; thence South 84°22'30" East 173.86 feet; thence Northeasterly 127.55 feet along the arc of a tangent curve to the left, having a radius of 125.00 feet, through an angle of 58°28'00", and whose chord bears North 66°23'30" East 122.09 feet; thence North 37°09'30" East 29.80 feet; thence South 35°54'30" East 283.50 feet; thence South 31°32'00" West 439.76 feet; thence North 63°15'15" West 608.40 feet to the point of beginning.

**NORDIC TRACT CENTER**

Beginning at a point on the southerly line of Plat "E", Sundance Recreational Resort located N0°07'50"W along the Section Line 512.19 feet and West 1,532.58 feet from the Southeast Corner of Section 10, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence West 1,434.99 feet; thence North 1,035.71 feet; thence N77°23'09"E 684.93 feet to the Westerly Corner of Lot 4, Plat 1-A, Timphaven Homes Subdivision according to the Official Plat thereof on File in the Office of the Utah County Recorder as Entry No. 15666, Map No. 627; thence along the southerly line of said subdivision the following (3) courses: S44°00'00"E 382.37 feet; thence S72°00'00"E 256.29 feet; thence S44°00'00"E 134.04 feet to the Northwest Corner of Plat "E", Sundance Recreational Resort according to the Official Plat thereof on file in the Office of the Utah County Recorder and Entry No. 23464, Map No. 3202; thence S19°26'54"W along said Plat line 357.87 feet to the North Line of Lot 1, Plat "J", Sundance Recreational Resort according to the Official Plat thereof on file in the Office of the Utah County Recorder as Entry No. 29639:2004, Map No. 10386; thence along said Plat the following (3) courses: northwesterly along the arc of a 250.00 foot radius non-tangent curve concave southwesterly (radius bears: S11°32'34"W) 68.92 feet through a central angle of 15°47'47" (chord: N86°21'20"W 68.71 feet); thence S7°05'09"W 123.17 feet; thence S56°27'55"E 40.97 feet to the westerly line of said Plat "E"; thence along said Plat "E" the following (2) courses: S19°26'54"W 30.98 feet; thence S56°27'55"E 411.73 feet to the point of beginning.

### TOWNHOUSE PARCEL

Beginning at the Southwest of Lot 12, The Ridge Lots At Sundance Preserve, Plat "K" also being located South 1,537.05 feet and East 315.49 feet from the Northwest Corner of Section 14, Township 5 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing: N0°07'50"W along the Section line from the Northwest Corner of Section 14 to the West 1/4 Corner of Section 11, T5S, R3E, S.L.B.&M.); thence along said Plat "K" the following (3) courses: East 73.07 feet; thence N45°00'00"E 32.03 feet; thence S48°24'09"E 62.83 feet; thence S60°00'00"E 575.21 feet; thence S27°18'17"W 462.17 feet; thence N50°00'00"W 485.46 feet; thence N8°00'00"W 409.28 feet to the point of beginning.

### FLATHEAD AREA

Beginning at a point located South 4,243.27 feet and East 607.58 feet from the Northwest Corner of Section 14, Township 5 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing: N0°07'50"W along the Section line from the Northwest Corner of Section 14 to the West 1/4 Corner of Section 11, T5S, R3E, S.L.B.&M.); thence South 598.29 feet; thence S33°00'00"W 575.00 feet; thence N67°00'00"W 1,000.00 feet; thence N20°00'00"W 652.35 feet; thence N45°00'00"E 108.60 feet; thence East 1,380.00 feet to the point of beginning.

### SUNDANCE VILLAGE

Beginning at a point on Plat "A" AMENDED (11), SUNDANCE RECREATIONAL RESORT, located South 23.09 feet and East 635.68 feet from the Northwest Corner of Section 14, Township 5 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing: N0°07'50"W along the Section line from the Northwest Corner of Section 14 to the West 1/4 Corner of Section 11, T5S, R3E, S.L.B.&M.); thence along said Plat Line the following (37) courses: N75°00'25"E 1.40 feet; thence N14°04'28"W 87.12 feet; thence along the arc of a 167.55 foot radius curve to the left 89.59 feet through a central angle of 30°38'08" (chord: N29°23'32"W 88.52 feet) to a point of reverse curvature; thence along the arc of a 284.73 foot radius curve to the right 77.72 feet through a central angle of 15°38'21" (chord: N36°53'25"W 77.48 feet); thence N29°04'15"W 90.46 feet; thence along the arc of a 143.67 foot radius curve to the right 133.51 feet through a central angle of 53°14'41" (chord: N2°26'55"W 128.76 feet) to a point of reverse curvature; thence along the arc of an 89.88 foot radius curve to the left 30.32 feet through a central angle of 19°19'39" (chord: N14°30'36"E 30.18 feet) to a point of compound curvature; thence along the arc of a 15.00 foot radius curve to the left 28.36 feet through a central angle of

108°18'32" (chord: N49°18'29"W 24.32 feet); thence along the arc of a 87.70 foot radius non-tangent concave northwesterly (radius bears: N13°28'02"W) 62.42 feet through a central angle of 40°46'46" (chord: N56°08'35"E 61.11 feet); thence North 62.78 feet; thence N27°37'50"E 124.54 feet; thence along the arc of a 98.96 foot radius curve to the right 26.58 feet through a central angle of 15°23'10" (chord: N35°19'25"E 26.50 feet; thence along the arc of a 578.67 foot radius non-tangent curve concave northeasterly (radius bears: N45°50'38"E) 555.10 feet through a central angle of 54°57'44" (chord: S71°38'14"E 534.06 feet); thence N80°52'54"E 130.80 feet; thence southeasterly along the arc of a 167.00 foot radius curve to the right 140.97 feet through a central angle of 48°22'00" (chord: S74°56'06"E 136.83 feet); thence S50°45'06"E 472.20 feet; thence southeasterly along the arc of a 325.10 foot radius curve to the right 197.65 feet through a central of 34°50'00" (chord: S33°20'06"E 194.62 feet); thence S15°55'06"E 111.80 feet; thence southeasterly along the arc of a 510.46 foot radius curve to the left 197.33 feet through a central angel of 22°08'58" (chord: S26°59'35"E 196.11 feet); thence S37°56'14"W 146.63 feet; thence S33°17'35"W 173.79 feet to the Northeast Corner of Lot 1, The Ridge Lots at Sundance Preserve Plat "K"; thence N61°55'20"W 608.16 feet; thence N52°31'15"W 363.63 feet to the southeast corner of EXCEPTION "C" of said Plat "A"; thence along said exception line the following (2) courses: S80°00'00"W 273.74 feet; thence N56°51'01"W 40.44 feet to the point of beginning.

Less and Excepting the following:

**(LOT 4-SCREENING ROOM)**

All of Lot 4-Screening Room, SUNDANCE RECREATIONAL RESORT PLAT "A" AMENDED (11) according to the official plat thereof on file as Entry No. 23600:2005, Map No. 10952 in the office of the Utah County Recorder, more particularly described as follows:

Beginning at a point which is North 234.50 feet and East 787.11 feet from the Southwest Corner of Section 11, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence S19°13'00"E 64.00 feet; thence N70°47'00"E 67.04 feet; thence S48°35'50"E 21.57 feet; thence N41°24'10"E 82.73 feet; thence N48°35'50"W 27.00 feet; thence S41°24'10"W 8.21 feet; thence N48°35'50"W 83.23 feet; thence S41°24'10"W 101.54 feet to the point of beginning.



Also Less and Excepting the following:

**(LOT 5-REHEARSAL HALL)**

All of Lot 5-Rehearsal Hall, SUNDANCE RECREATIONAL RESORT PLAT "A" AMENDED (11) according to the official plat thereof on file as Entry No. 23600:2005, Map No. 10952 in the office of the Utah County Recorder, more particularly described as follows:

Beginning at a point which is North 185.14 feet and East 1,085.19 feet from the Southwest Corner of Section 11, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence N21°03'36"W 81.00 feet; thence N68°56'24"E 202.00 feet; thence S21°03'36"E 81.00 feet; thence S68°56'24"W 202.00 feet to the point of beginning.