

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_ day of \_\_\_, 199\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 585, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. Uniform Rate of Assessment; Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all improved lots, except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

I/We, the undersigned, being the Owner(s) of Lot 20, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 24 day of Dec, 1996.

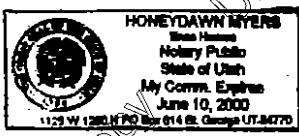
By [Signature] By [Signature]

STATE OF Utah }
COUNTY OF Washington } ss.

On this 24th day of December, 1996, before me personally appeared Robert Y. Johnson / Ruth Leon Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
NOTARY PUBLIC
Address: 287 Platte Delta Pointe, Washington UT 84780
My Commission Expires: June 10, 2000

UDATA\Encs\266535 Crystal Lakes\mendcklr 121698 266535 dc.mce



00585823 Bk. 1160 Pg 0208

RUSSELL SHIRTS \* WASHINGTON CO RECORDER
1777 DEC 18 14:56 PM FEE \$179.00 BY DKR
FOR: ENCE BROTHERS

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_ day of \_\_\_, 199\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. Uniform Rate of Assessment. Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved lots, except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

I/We, the undersigned, being the Owner(s) of Lot 24, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

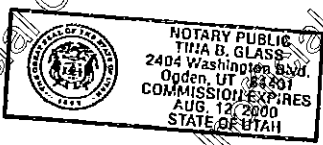
DATED THIS 5th day of February, 1997.

By Dee Ann Nye By

STATE OF Utah )
COUNTY OF Davis ) ss.

On this 5th day of February, 1997, before me personally appeared Dee Ann Nye, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC
Address:
My Commission Expires Aug 12, 2000



DATA/E:\encl 266535 Crystal Lakes\amendcc\Ar 121898 266535 dc.mvw

I/We, the undersigned, being the Owner(s) of Lot 86, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

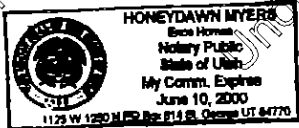
DATED THIS 27th day of December, 1996.

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 27th day of December, 1996, before me personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 87, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

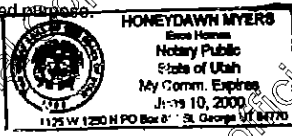
DATED THIS 24 day of Dec, 1996.

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 24th day of December, 1996, before me personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 36, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

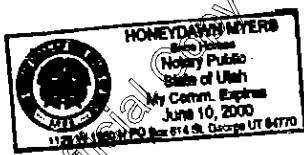
DATED THIS 31 day of December, 1996.

By [Signature] By \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 31st day of December, 1996, before me personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 40, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

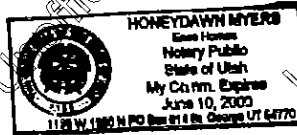
DATED THIS 31 day of DEC, 1997

By NFSCC By \_\_\_\_\_

STATE OF Utah  
COUNTY OF Wasatch ss.

On this 31st day of December, 1996, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 3R, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

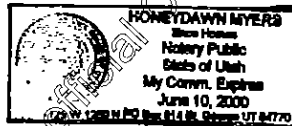
DATED THIS 2nd day of January, 1997

By Milton M. Myers By Marilyn M. Myers

STATE OF Utah  
COUNTY OF Washington ss.

On this 2nd day of January, 1997, before me personally appeared William M. Myers & Marilyn M. Myers, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 39, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

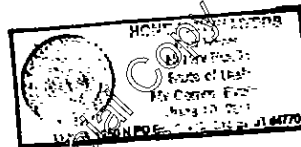
DATED THIS 2 day of July, 1997

By Shirley E. Myers By \_\_\_\_\_

STATE OF Utah  
COUNTY OF Washington ss.

On this 2nd day of January, 1997, before me personally appeared Shirley E. Myers, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 40, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

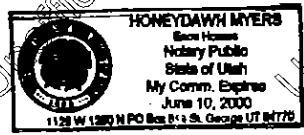
DATED THIS 2nd day of January, 1997.

By [Signature] By Sylvia Ence

STATE OF Utah,  
COUNTY OF Washington ss.

On this 2nd day of January, 1997, before me personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: [Signature] Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 17, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

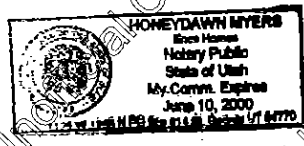
DATED THIS 2nd day of January, 1997.

By [Signature] By [Signature]

STATE OF Utah,  
COUNTY OF Washington ss.

On this 2nd day of January, 1997, before me personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: [Signature] Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 35, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

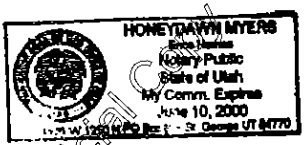
DATED THIS 14 day of January, 1997.

By Richard C Jensen By Valene S Jensen

STATE OF Utah,  
COUNTY OF Washington ss.

On this 14th day of January, 1997, before me personally appeared Richard C. + Valene S Jensen, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: [Signature] Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 38, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

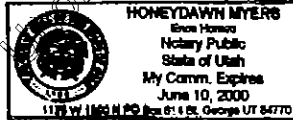
DATED THIS 18<sup>th</sup> day of January, 1997

By David K. Krumholz By \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 18<sup>th</sup> day of January, 1997, before me personally appeared David K. Krumholz, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 31, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

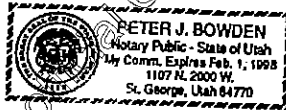
DATED THIS 22<sup>nd</sup> day of January, 1997

By O'Brien Enterprises, LTD. By \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 22<sup>nd</sup> day of January, 1997, before me personally appeared VENI & BRENN, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Peter J. Bowden  
NOTARY PUBLIC  
Address: St. George  
My Commission Expires: Feb. 1, 1998



I/We, the undersigned, being the Owner(s) of Lot 85, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

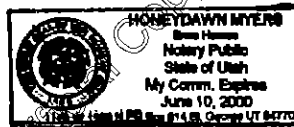
DATED THIS 31<sup>st</sup> day of January, 1997

By Connie Hubbard By Connie Hubbard

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 31<sup>st</sup> day of January, 1997, before me personally appeared Connie Hubbard, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CRYSTAL LAKES TOWNHOMES  
(trust)**

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

**Section 7. Uniform Rate of Assessment, Periodic Assessment** Both annual and special assessments must be fixed at a uniform rate for all improved lots, except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

The undersigned, being the Owner of Lot 16, Crystal Lakes Townhomes, hereby consents to the foregoing amendment

DATED THIS 4th day of February, 1997.

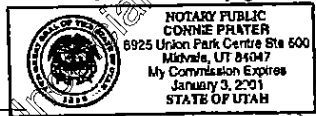
LILJENQUIST MICHAEL D & AMY E TRUST (Trust)

By Michael D. Liljenquist Trustee By \_\_\_\_\_ Trustee

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this \_\_\_\_\_ day of February, 1997, the foregoing instrument was acknowledged before me by MICHAEL D. LILJENQUIST, TRUSTEE OF THE M. LILJENQUIST TRUST, Trustee(s), who acknowledged that the document was executed for the purpose stated therein by the authority granted in the Trust instrument.

Amy E. Prater  
NOTARY PUBLIC



Address: 6925 Union Park Center, Suite 500, Midvale, Utah 84047  
My Commission Expires: 1/3/2001

DATA: E:\encl 26535 Crystal Lakes\encl.cdr 121998 26535.mq now

**AMENDMENT TO DECLARATION OF  
COVENANTS' CONDITIONS AND RESTRICTIONS OF  
CRYSTAL LAKES TOWNHOMES  
(trust)**

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Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

The undersigned, being the Owner of Lot 30, Crystal Lakes Townhomes, hereby consents to the foregoing amendment

DATED THIS 24 day of Dec, 1996.

Murrell W. Beck + Marcia D. Beck, Trust  
(Trust)

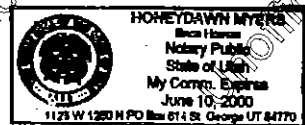
By Murrell W. Beck  
Trustee

By Marcia D. Beck  
Trustee

STATE OF Utah }  
COUNTY OF Washington } ss.

On this 24th day of December, 1996, the foregoing instrument was acknowledged before me by Murrell W. Beck + Marcia D. Beck, Trustee(s), who acknowledged that the document was executed for the purpose stated therein by the authority granted in the Trust instrument.

Joseph Brown Myers  
NOTARY PUBLIC  
Address: Washington Utah  
My Commission Expires: June 10, 2000



DATA:\Eng\26535 Crystal Lakes\trusts\tr 121996 26535 mg.mw



I/We, the undersigned, being the Owner(s) of Lot 67, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 30 day of December, 1996

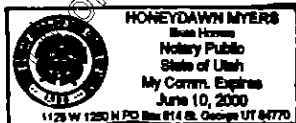
F ARTHUR KAY + EUNICE N KAY FAMILY TRUST

By Arthur Kay By \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 30th day of December, 1996, before me personally appeared Arthur Kay, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

James Dwayne Myers  
NOTARY PUBLIC  
Address: Washington Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CRYSTAL LAKES TOWNHOMES  
(trust)**

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Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

The undersigned, being the Owner of Lot 58, Crystal Lakes Townhomes, hereby consents to the foregoing amendment

DATED THIS 18 day of Jan., 1997.

Jesse Robert Lee (Trust)

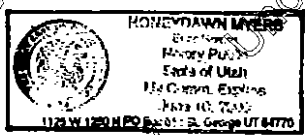
By Robert Lee  
Trustee

By \_\_\_\_\_  
Trustee

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 18th day of January, 1997, the foregoing instrument was acknowledged before me by Jesse Robert Lee, Trustee(s), who acknowledged that the document was executed for the purpose stated therein by the authority granted in the Trust instrument.

Loree Sawyer Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



DATA:\E:\nce 266535 Crystal Lakes\trustcd.r 121996 266535 mg mw

I/We, the undersigned, being the Owner(s) of Lot 74, Crystal Lakes Townhomes, hereby consent to the foregoing amendment.

DATED THIS 20 day of January, 1997

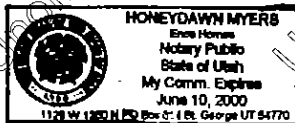
JACQUELINE & DAVID W FERNALD TRUST

By Honeydawn Myers, Trustee

STATE OF Utah,  
COUNTY OF Washington ss.

On this 20th day of January, 1997, before me personally appeared David W. Fernald, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 25, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 20 day of JANUARY, 1997

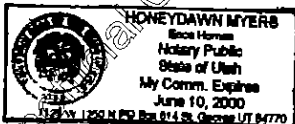
MAZUREK KATHA Y DEBY TRUST

By KPMazurek, Trustee By \_\_\_\_\_

STATE OF Utah,  
COUNTY OF Washington ss.

On this 20 day of January, 1997, before me personally appeared Kathazurek Chuster, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 49, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 20 day of JANUARY, 1997

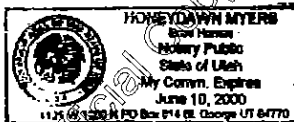
LOYD L BROWN & ELISE L BROWN TRUST

By Lloyd L Brown Trustee

STATE OF Utah,  
COUNTY OF Washington ss.

On this 20th day of January, 1997, before me personally appeared Lloyd L Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 44, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

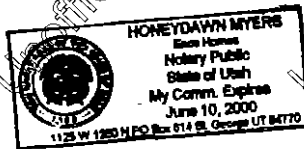
DATED THIS 20 day of JAN, 1997

By BETSON, ED TR By TRUSEE

STATE OF Utah  
COUNTY OF Washington, ss.

On this 20th day of January, 1997, before me personally appeared Ed Betson Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 50, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

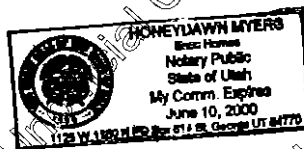
DATED THIS 20 day of JANUARY, 1997

By LEB Family Limited Partnership By Clay D. Bowden  
Gen. Mgr.

STATE OF Utah  
COUNTY OF Washington, ss.

On this 20th day of January, 1997, before me personally appeared Clay D. Bowden (Partner), personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 54, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 22 day of January, 1997

By Dore & Dorothy Forshae Trust By Dore & Dorothy Forshae  
TRUSTEE

STATE OF Utah  
COUNTY OF Washington, ss.

On this 22 day of January, 1997, before me personally appeared Dore & Dorothy Forshae, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Peter J. Bowden  
NOTARY PUBLIC  
Address: St. George  
My Commission Expires: Feb 1, 1998



I/We, the undersigned, being the Owner(s) of Lot 65, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 30 day of JANUARY, 1997.

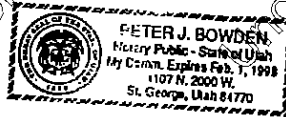
ROBERT & JELLAIRE SIMPSON TRUST

By Jean Simpson By Jellaire Simpson  
TRUSTEE TRUSTEE

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 30 day of JANUARY, 1997, before me personally appeared JELLAIRE SIMPSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: St. George  
My Commission Expires: \_\_\_\_\_



I/We, the undersigned, being the Owner(s) of Lot 5, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 31 day of January, 1997.

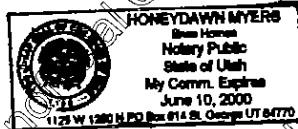
MULLER FAMILY LIMITED PARTNERSHIP

By Robert Miller By Judy Miller  
GEN. PARTNER GEN. PARTNER

STATE OF Utah )  
 ) ss.  
COUNTY OF Washington )

On this 31st day of January, 1997, before me personally appeared Judy Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 26, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 1 day of Feb, 1997.

SEVEN HAYLENE CHANDLER TRUST.

By Jean Chandler By Jaylene Chandler  
Trustee Trustee

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 1 day of FEB, 1997, before me personally appeared JAYLENE CHANDLER, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: St. George  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_ day of \_\_\_, 199\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381080, in Book 695, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. Uniform Rate of Assessment. Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all improved lots; except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

I/We, the undersigned, being the Owner(s) of Lot B, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 7 day of March, 1997

By William T. Reed By Marilyn Reed

STATE OF Utah )
COUNTY OF Washington ) ss.

On this 7 day of March 1997, before me personally appeared William T. + Marilyn Reed, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC
Address:
My Commission Expires:



\\DATA\PE\Encs 266535 Crystal Lakes\amend.doc 121898 266535 dc.mcr

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**AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES**

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. Uniform Rate of Assessment, Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all improved lots, except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgages.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

I/We, the undersigned, being the Owner(s) of Lot #10, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

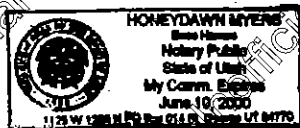
DATED THIS 7 day of March, 1997.

By Howard K. Grandfield By Jacqueline Grandfield  
HOWARD K. GRANDFIELD JEANETTE GRANDFIELD

STATE OF Utah  
COUNTY OF Washington } ss.

On this 7th day of March, 1997, before me personally appeared Howard K. Grandfield & Jeanette Grandfield, personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Jane Anne Moore  
NOTARY PUBLIC  
Address: 4200 S. 1100 E. Utah  
My Commission Expires: June 11, 2000



DATA\Encr 266535 Crystal Lakes\amendoc&r 121806 266535 dc.mcr



AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_ day of \_\_\_, 199\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. Uniform Rate of Assessment, Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all improved lots; except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

I/We, the undersigned, being the Owner(s) of Lot 541, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 7 day of March, 1997.

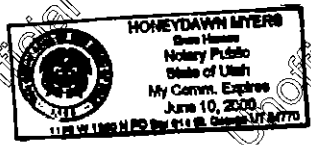
By [Signature]
STATE OF Utah
COUNTY OF Washington

By [Signature]
STATE OF Utah
COUNTY OF Washington

STATE OF Utah )
COUNTY OF Washington ) ss.

On this 7 day of March, 1997, before me personally appeared [Signatures], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC
Address: [Address]
My Commission Expires: June 10, 2000



DATA:\Ercr 266335 Crystal Lakes\Amendmz\F 121898 266335 dc.mcr

**AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES**

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. Uniform Rate of Assessment: Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all improved lots, except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

I/We, the undersigned, being the Owner(s) of Lot 64, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

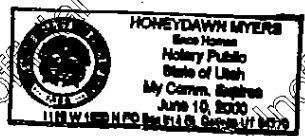
DATED THIS 30 day of December, 1996.

By Richard M. Cooper By Marie Lane Cooper

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 30<sup>th</sup> day of December, 1996, before me personally appeared Richard M. Cooper + Marie Lane Cooper, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address Washington, Utah  
My Commission Expires: June 10, 2000



DATA/E:\Encs 265535 Crystal Lakes\amendoc&r 121896 265535 dc.mcr

I/We, the undersigned, being the Owner(s) of Lot 66, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

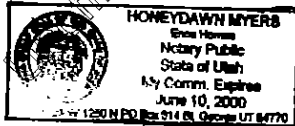
DATED THIS 30 day of December, 1996

By Quintessence J. Purlock By Michael J. Purlock

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 30th day of December, 1996, before me personally appeared Quintessence J. Purlock & Michael J. Purlock personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 67, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 30 day of December, 1996

By Arthur Kay By Conice Kay

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 30th day of December, 1996, before me personally appeared Arthur Kay & Conice Kay personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 51, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

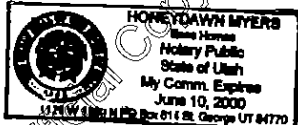
DATED THIS 2 day of January, 1997

By Arnold R. Little By Barbara Little

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 2nd day of January, 1997, before me personally appeared Arnold R. Little & Barbara Little personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 69, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

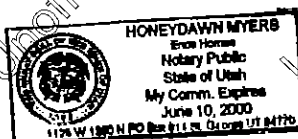
DATED THIS 2nd day of January, 1997

By Michael J. Labrecque By Carol Ann Labrecque

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 2nd day of January, 1997, before me personally appeared Michael J. Labrecque & Carol Ann Labrecque personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Carol Ann Labrecque  
NOTARY PUBLIC  
Address: 1125 S. 1100 E. UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 67, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

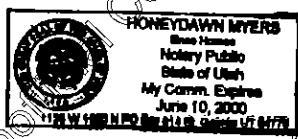
DATED THIS 8th day of January, 1997

By ML Labrecque By Vaneta H. Mustaverson

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 8th day of January, 1997, before me personally appeared ML Labrecque & Vaneta H. Mustaverson personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Carol Ann Myers  
NOTARY PUBLIC  
Address: Washington UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 63, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

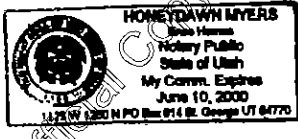
DATED THIS 8th day of January, 1997

By ML Labrecque By Vaneta H. Mustaverson

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 8th day of January, 1997, before me personally appeared ML Labrecque & Vaneta H. Mustaverson personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Carol Ann Myers  
NOTARY PUBLIC  
Address: Washington UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 72, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

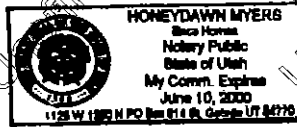
DATED THIS 18 day of Jan, 1997

By Cybil Boyle By Patricia Boyle

STATE OF Utah,  
COUNTY OF Washington ) ss.

On this 18th day of January, 1997, before me personally appeared Cybil Boyle + Patricia Boyle, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 45, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

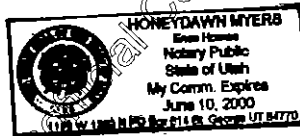
DATED THIS 26 day of January, 1997

By Raymond J. Burger By Ann M. Burger

STATE OF Utah,  
COUNTY OF Washington ) ss.

On this 26th day of January, 1997, before me personally appeared Raymond J. Burger + Ann M. Burger, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 41, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 20 day of January, 1997

By Daniel M. Ward By Mayk. Ward

STATE OF Utah,  
COUNTY OF Washington ) ss.

On this 20th day of January, 1997, before me personally appeared Daniel M. Ward + Mayk. Ward, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 84, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

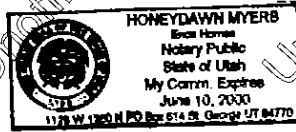
DATED THIS 20 day of January, 1997

By Janet Cummings By \_\_\_\_\_

STATE OF Utah  
COUNTY OF Washington ss.

On this 20th day of January, 1997, before me personally appeared Janet Cummings, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 70, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

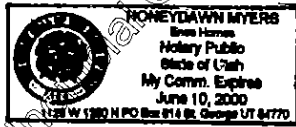
DATED THIS 20 day of Jan, 1997

By Erin W. + Lorita Merrill By Luetta Merrill

STATE OF Utah  
COUNTY OF Washington ss.

On this 20th day of January, 1997, before me personally appeared Erin W. + Lorita Merrill, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 47, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 22 day of Jan, 1997

By John M. Sulata By Sharon E. Sulata

STATE OF UTAH  
COUNTY OF Washington ss.

On this 22 day of JANUARY, 1997, before me personally appeared John M. + Sharon E. Sulata, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Peter J. Bowden  
NOTARY PUBLIC  
Address: St. George  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot 81, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

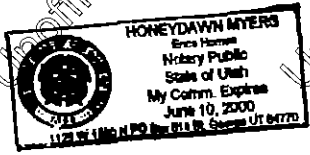
DATED THIS 31<sup>st</sup> day of January, 1997.

By NECO LIMITED PARTNERSHIP  
Grant H. England William J. England  
GEN. PARTNER GEN. PARTNER

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 31<sup>st</sup> day of January, 1997, before me personally appeared Grant H. England & William J. England, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington Utah  
My Commission Expires June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 76, Crystal Lakes Townhomes, hereby consent to the foregoing amendment.

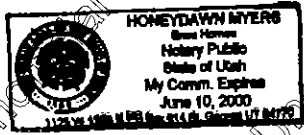
DATED THIS 31<sup>st</sup> day of January, 1997.

By Richard M. Sumner By \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 31<sup>st</sup> day of January, 1997, before me personally appeared Richard M. Sumner, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington Utah  
My Commission Expires June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CRYSTAL LAKES TOWNHOMES  
(trust)**

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto:

Article IV Section 7 is hereby amended to read as follows:

Section 7 Uniform Rate of Assessment Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all improved lots, except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

The undersigned, being the Owner of Lot 19, Crystal Lakes Townhomes, hereby consents to the foregoing amendment

DATED THIS 31 day of DECEMBER, 1996.

MARREN F. & LEE B. JONES TRUST (Trust)

By Marren F. Jones  
Trustee

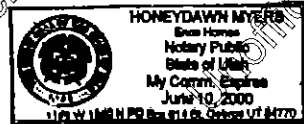
By Lee B. Jones  
Trustee

STATE OF Utah  
COUNTY OF Washington } ss.

On this 31<sup>ST</sup> day of December, 1996, the foregoing instrument was acknowledged before me by Marren F. Jones & Lee B. Jones, Trustee(s), who acknowledged that the document was executed for the purpose stated therein by the authority granted in the Trust instrument.

Lois Ann Myers  
NOTARY PUBLIC

Address: Washington, Utah  
My Commission Expires June 10, 2000





I/We, the undersigned, being the Owner(s) of Lot 56, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

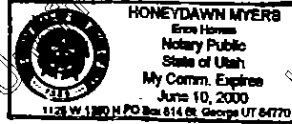
DATED THIS 31 day of DECEMBER, 1996.

WARREN F. & ANNE B. JONES TRUST  
By Warren F. Jones By Anne B. Jones

STATE OF Utah  
COUNTY OF Washington ss.

On this 31st day of December, 1996, before me personally appeared Warren F. Jones & Anne B. Jones personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 16, 2000



I/We, the undersigned, being the Owner(s) of Lot 57, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

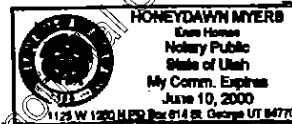
DATED THIS 31 day of DECEMBER, 1996.

WARREN F. & ANNE B. JONES TRUST  
By Warren F. Jones By Anne B. Jones

STATE OF Utah  
COUNTY OF Washington ss.

On this 31st day of December, 1996, before me personally appeared Warren F. Jones & Anne B. Jones personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 16, 2000



I/We, the undersigned, being the Owner(s) of Lot 7, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

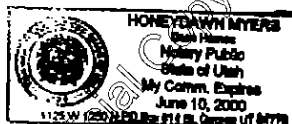
DATED THIS 2 day of January, 1997.

Fresh Rev. Luana TRUST  
By Luana Luana Trust By \_\_\_\_\_

STATE OF Utah  
COUNTY OF Washington ss.

On this 2nd day of January, 1997, before me personally appeared Fresh Rev. Luana Trust personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Honeydawn Myers  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 16, 2000



I/We, the undersigned, being the Owner(s) of Lot #61, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

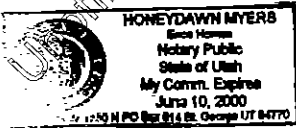
DATED THIS 2 day of January, 1997

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 2nd day of January, 1997, before me personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 3, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 8th day of January, 1997

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 8th day of January, 1997, before me personally appeared [Signature] & [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CRYSTAL LAKES TOWNHOMES  
(corporation)**

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. **Uniform Rate of Assessment; Periodic Assessment** Both annual and special assessments must be fixed at a uniform rate for all improved lots; except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

The undersigned, being the Owner(s) of Lot 97, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 1 day of Feb., 1997.

Eagles Retreat LLC. (Corporation)

By [Signature]  
President

Attest:

\_\_\_\_\_  
Secretary

STATE OF Utah )

COUNTY OF Wash. ) ss.

On this 1 day of Feb, 1997, before me personally appeared Gary Bestman and \_\_\_\_\_, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the president and secretary [or other officer or agent, as the case may be] of \_\_\_\_\_, a corporation, and that the foregoing document was signed by them on behalf of that corporation by authority of its bylaws or of a resolution of its board of directors, and they acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

Address: [Signature]  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot 48, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

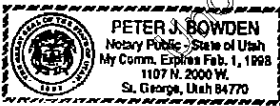
DATED THIS 1 day of February, 1997

By [Signature] MANAGEMENT SOLUTIONS INC By \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 1 day of February, 1997, before me personally appeared C. ALLEN MC DEARMOT personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: [Signature]  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of Crystal Lakes Townhomes is made pursuant to Article XI, Section 4, and executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CRYSTAL LAKES TOWNHOMES, recorded March 28, 1991, as Entry No. 381060, in Book 595, at Pages 377-393, records of Washington County, and any amendments thereto.

Article IV Section 7 is hereby amended to read as follows:

Section 7. Uniform Rate of Assessment; Periodic Assessment Both annual and special assessments must be fixed at a uniform rate for all improved lots; except when a single owner owns two or more lots upon which only one residence is constructed, the owner shall be assessed the full annual or special assessment for one lot and one half the annual or special assessment for each additional lot. An unimproved lot, owned by an owner who owns no other lots, on which a townhome has not been constructed to 80% completion, shall be assessed one-half the amount assessed improved lots, except that all lots shall be assessed at the uniform rate two years after the recording of the plat which contains that lot. This method of determining the assessments, dues and charges may not be changed without the prior written approval of all first mortgagees.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

I/We, the undersigned, being the Owner(s) of Lot 4, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

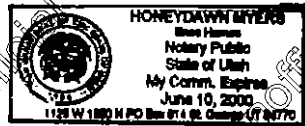
DATED THIS 2<sup>nd</sup> day of January, 1997.

By [Signature] By [Signature]

STATE OF Utah }  
COUNTY OF Washington } ss.

On this 2<sup>nd</sup> day of January, 1997, before me personally appeared Kate H. Price & Charmaine Price, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, Utah  
My Commission Expires June 10, 2000



DATA:\Ercs 265335 Crystal Lakes\amendoc.r 121 896 265335 dc.mw

I/We, the undersigned, being the Owner(s) of Lot # 27, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

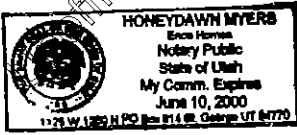
DATED THIS 2<sup>nd</sup> day of January, 1997

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 2<sup>nd</sup> day of January, 1997, before me personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 6, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

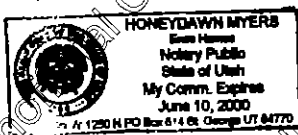
DATED THIS 8 day of JAN, 1997

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 8<sup>th</sup> day of January, 1997, before me personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 25, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

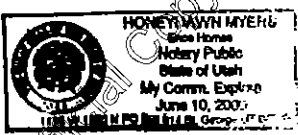
DATED THIS 8<sup>th</sup> day of January, 1997

By [Signature] By \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 8<sup>th</sup> day of January, 1997, before me personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 15, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

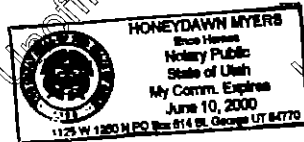
DATED THIS 8th day of Jan, 1997

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 8th day of January, 1997, before me personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 28, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

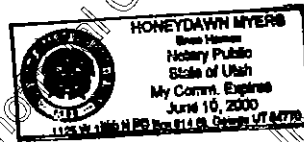
DATED THIS 18 day of JANUARY, 1997

By [Signature] By [Signature]

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 18th day of January, 1997, before me personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: Washington, UT  
My Commission Expires: June 10, 2000



I/We, the undersigned, being the Owner(s) of Lot 59, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

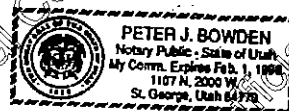
DATED THIS 1 day of Feb, 1997

By [Signature] By \_\_\_\_\_

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 1 day of Feb, 1997, before me personally appeared STEVEN E. BOWEN, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]  
NOTARY PUBLIC  
Address: St George  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot 80, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 1 day of Feb., 1997

By [Signature] By [Signature]

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 1 day of Feb, 1997, before me personally appeared Richard M. & Beverly R. Dean, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: [Signature]  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot 77, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

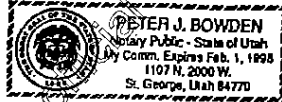
DATED THIS 15 day of February, 1997

By [Signature] By [Signature]

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 15 day of FEBRUARY, 1997, before me personally appeared [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: [Signature]  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot 43, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

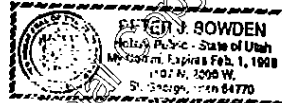
DATED THIS 15 day of FEB, 1997

By [Signature] By [Signature]

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 15 day of FEBRUARY, 1997, before me personally appeared Boyle Jean & Frank Simpson, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Address: [Signature]  
My Commission Expires: 02-01-98





I/We, the undersigned, being the Owner(s) of Lot 55, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 17 day of February, 1997.

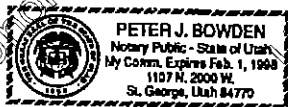
By Frank Donald By Lynette Spindal  
FRANK LYNETTE

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 17 day of February, 1997, before me personally appeared FRANK DONALD & LYNETTE SPINDAL, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC

Address: St. George  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot 88, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS 17 day of February, 1997.

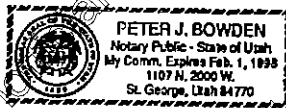
By [Signature] By Gomi S. Free  
GOMI S. FREE

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 17 day of February, 1997, before me personally appeared DOVER G. AND GOMI S. FREE, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC

Address: St. George  
My Commission Expires: 02-01-98



I/We, the undersigned, being the Owner(s) of Lot \_\_\_\_\_, Crystal Lakes Townhomes, hereby consent to the foregoing amendment

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

By \_\_\_\_\_ By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC

Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_