

8180294

WHEN RECORDED RETURN TO:  
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8180294  
03/20/2002 09:02 AM 91.00  
Book - 8578 Pg - 1915-1924  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
BY: ZJM, DEPUTY - WI 10 P.

**AMENDMENT TO THE DECLARATION FOR  
HIGHLAND SPRINGS CONDOMINIUM**

This Amendment to the Declaration for Highland Springs Condominium dated for reference March 15, 2002, is executed by HIGHLAND SPRINGS, L.L.C., a Utah limited liability company, of P. O. Box 571304, Salt Lake City, Utah 84057 (the "Declarant").

**RECITALS**

WHEREAS the original Declaration for Highland Springs Condominium was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 26th day of April, 1999 as Entry No. 7333033 in Book 8271 at Page 3047 of the Official Records (the "Declaration").

WHEREAS, a Corrected First Supplement to the Declaration was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 17th day of February, 2000, as Entry No. 7577361 in Book 8342 at Page 8359 of the Official Records (the "First Supplement").

WHEREAS, the Record of Survey Map identifies two privately owned Garage Units in the Project, to wit:

- Phase I, Building 9 "Extra Garage"
- Phase II, Building 5 "Extra Garage".

WHEREAS, the Declarant inadvertently failed to adequately identify the Garage Units and their independent tax status in the Declaration.

WHEREAS, the Declarant desires to amend the Declaration in order to correct the clerical error and clearly identify the Phase I, Building 9 "Extra Garage" and the Phase II, Building 5 "Extra Garage" as separate, privately owned, and independent tax parcels in accordance with U.C.A. §57-8-27 (1999), subject to the conditions set forth below.

WHEREAS, this amendment affects that certain real property located in Salt Lake County, Utah and described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference.

**AMENDMENT**

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and

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the Unit Owners thereof, the Association hereby executes this Amendment to the Declaration for and on behalf of all of the Unit Owners (additional text is *italicized* and *emboldened*, and deletions are marked by ~~strikeouts~~).

1. Article I of the Declaration, entitled "Definitions," is hereby amended to modify Subsection No. 45 and to add the following *new* Subsection:

45. Unit shall mean and refer to a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a building, *including all residential Units and the two Garage Units (collectively, "Unit")*. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit.

47. Garage Unit shall mean and refer to the two privately owned structures designated on the Record of Survey Map as: *Phase I, Building 9 "Extra Garage" and Phase II, Building 5 "Extra Garage," to be used for the primary purpose of parking a motor vehicle or vehicles therein. Each garage unit shall be assigned a separate "parcel" or "tax identification" number by Salt Lake County in accordance with U.C.A. §57-8-27 (1999).*

2. Article III, Section 1 of the Declaration, entitled "Description of Improvements," is hereby amended to read as follows:

Description of Improvements. The significant improvements contained or to be contained in the Project will include nine (9) Buildings and sixty-four (64) *residential Units and two (2) Garage Units*. There will be four (4) model Units: Claremont (A), Sumner (B), Cotswold (C) and Moorcroft (D). The Buildings will consist of two (2) stories and a basement. The Claremont Units have three (3) bedrooms and the other models have two (2) bedrooms. Each Unit will have at least two (2) bathrooms. The Units will be constructed principally of concrete foundations with exterior walls of stone, stucco or wood composition siding, asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster. Each Unit has been or will be assigned at least one (1) garage. Some additional uncovered parking spaces will also be available. The Common Area and Facilities will include a cabana, nature path, approximately two (2) acres of reserve lands (wetlands), play

area, recreational court, artificial putting green, landscaping, walkways, green space, roadways, utility systems and entry. The Project will also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Map.

3. Article III, Section 2 of the Declaration, entitled "Description and Legal Status of the Property," is hereby amended to read as follows:

Description and Legal Status of the Property. The Map shows the Unit Number of each *residential* Unit *and each of the two Garage Units*, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All *residential Units and Garage Units* shall be capable of being independently owned, encumbered and conveyed, shall have an appurtenant undivided percentage of ownership interest in the Common Areas and Facilities, *and shall have separate tax identification or parcel number in accordance with U.C.A. §57-8-27 (1999).* ***The ownership of a Garage Unit is subject to this additional limitation: A GARAGE UNIT MAY ONLY BE OWNED BY OR CONVEYED, TRANSFERRED, LEASED, RENTED, LICENSED, OR OTHERWISE ASSIGNED TO A RESIDENTIAL UNIT OWNER, AND MUST BE USED EXCLUSIVELY BY RESIDENTS OF THE PROJECT.***

4. Article III, Section 5 of the Declaration, entitled "Conveyancing," is amended to read as follows:

5. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows:

All of [UNIT NO. \_\_\_ ] [***GARAGE UNIT NO.***] in [BUILDING NO. \_\_\_] contained within PHASE \_\_\_, HIGHLAND SPRINGS CONDOMINIUM, A UTAH CONDOMINIUM PROJECT, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. \_\_\_ in Book \_\_\_ at Page \_\_\_ of the official records of the County Recorder of Salt Lake County, Utah (as said Record of Survey Map may have heretofore been amended or supplemented) and in the DECLARATION FOR THE HIGHLAND SPRINGS CONDOMINIUM recorded in Salt Lake County, Utah as Entry No. \_\_\_ in Book \_\_\_ at Page \_\_\_ of the official records of the County Recorder of Salt Lake County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided percentage of ownership interest in the common areas and facilities.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the membership in the Association, nor percentage of ownership interest in the Common

Areas, nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

5. Article III, Section 6 (f) (11) shall be amended to read as follows:

(11) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

- a. The parking rules and regulations adopted by the Committee from time to time;
- b. The parking areas are not designed for Recreational, Commercial or Oversized motor vehicles (*collectively, "RV"*) and the Management Committee has the right to make rules and regulations restricting or prohibiting their use. Unless otherwise determined by the Management Committee, all such RVs shall be parked outside the Project, except for purposes of loading and unloading.
- c. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, RV or any other transportation device of any kind may be parked or stationed in such a manner so as to create an obstacle or potentially dangerous situation or, except for purposes of loading or unloading, along any street or road, or in front of any garage, *Garage Unit*, walkway, driveway, Building or Unit, or in an unauthorized Common Areas.
- d. Residents may only park their motor vehicles within their designated garages, *Garage Unit*, driveways, covered parking spaces or uncovered parking spaces, or in other designated Common Areas.
- e. Residents may not park their motor vehicles in "red zones," "fire lanes," or unauthorized areas.
- f. Visitors or guests shall park their motor vehicles in Common Areas designated for "guest" or "visitor" parking.
- g. No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any *residential* Unit or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- h. No garage *or Garage Unit* may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the

alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed.

I. No motor vehicle shall be parked in such a manner as to inhibit or block access to a *residential Unit or Garage Unit*, garage, covered parking space, uncovered parking space, entrance, exit, or parking area.

j. All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation.

k. Garage doors shall remain closed except when the garage is in use.

l. Notice of any alleged parking violations shall be posted on the vehicle. Except in the case of an emergency, the notice shall provide the vehicle owner with the right to a hearing with the Management Committee or Manager. Vehicles parked in violation of this Declaration or parking Rules and Regulations adopted by the Committee may, after notice and the opportunity to be heard, be impounded, towed and stored, at the Owner's sole expense. The Association, Committee and members of the Committee shall be indemnified and held harmless from any loss, damage or claim caused by or arising out of the impounding, towing or storing of a motor vehicle pursuant hereto.

6. Article III, Section 6 (f) of the Declaration is hereby amended to add the following new Subsection:

***22. Garage Unit. Each Garage Unit must be used solely for the purpose intended. No Garage Unit may be used or altered so that it parks less than the number of motor vehicles for which it was originally designed. No Garage Unit may be altered or used so that the net effect reduces the number of parking spaces available within the Project. Residency in a Garage Unit is prohibited.***

7. Article III, Section 20 (e) of the Declaration, entitled "Apportionment," is hereby amended to read as follows:

***e. Apportionment. The common profits, losses, and voting rights of the Project shall be distributed among and the common expenses shall be charged to the residential Unit Owners equally except for purposes of these calculations, each residential Unit shall be considered one (1) billable unit and each Garage Unit shall be considered one-quarter (1/4) of a billable unit.***

8. Exhibit "C" to the Declaration is deleted in its entirety and Revised Exhibit "C," attached hereto and incorporated herein by this reference, is substituted in lieu thereof.

9. The effective date of this Amendment is the date it is recorded in the office of the County

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Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the day and year first above written.

HIGHLAND SPRINGS L.L.C.  
A Utah limited liability company

By: *Gary R. Strang*  
Name: Gary R. Strang  
Title: Manager

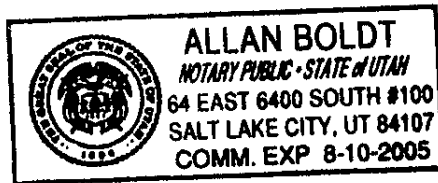
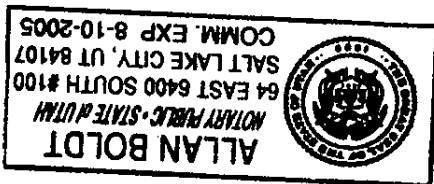
**ACKNOWLEDGEMENT**

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

On the 19 day of March, 2002, personally appeared before me GARY R. STRANG, who by me being duly sworn, did say that he is the Manager of HIGHLAND SPRINGS, L.L.C., and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization or a Resolution of its Members and said GARY R. STRANG duly acknowledged to me that said company executed the same.

*Allan Boldt*

NOTARY PUBLIC  
Residing At:  
Commission Expires:



## EXHIBIT "A"

The real property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Parcel Number	Unit No.	Bldg. No.	Condominium/Phase
22-04-181-001-0000	UNIT 4480S A,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-002-0000	UNIT 4480S B,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-003-0000	UNIT 4480S C,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-004-0000	UNIT 4480S D,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-005-0000	UNIT 4478S A,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-006-0000	UNIT 4478S B,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-007-0000	UNIT 4478S C,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-008-0000	UNIT 4478S D,	BLDG 1,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-009-0000	UNIT 1692E A,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-010-0000	UNIT 1692E B,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-011-0000	UNIT 1692E C,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-012-0000	UNIT 1692E D,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-013-0000	UNIT 1694E A,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-014-0000	UNIT 1694E B,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-015-0000	UNIT 1694E C,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-016-0000	UNIT 1694E D,	BLDG 8,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-017-0000	UNIT 1674E A,	BLDG 9,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-018-0000	UNIT 1674E B,	BLDG 9,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-019-0000	UNIT 1674E C,	BLDG 9,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-020-0000	UNIT 1674E D,	BLDG 9,	HIGHLAND SPRINGS CONDOMINIUM PHASE 1.
22-04-181-021-0000	HIGHLAND SPRINGS PH 2 CONDO U AREA		
22-04-181-025-0000	UNIT 4454A,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-026-0000	UNIT 4454B,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-027-0000	UNIT 4454C,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-028-0000	UNIT 4454D,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-029-0000	UNIT 4452A,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-030-0000	UNIT 4452B,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-031-0000	UNIT 4452C,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-032-0000	UNIT 4452D,	BLDG 2,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-033-0000	UNIT 1670A,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-034-0000	UNIT 1670B,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-035-0000	UNIT 1670C,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-036-0000	UNIT 1670D,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-037-0000	UNIT 1672A,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-038-0000	UNIT 1672B,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-039-0000	UNIT 1672C,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-040-0000	UNIT 1672D,	BLDG 3,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-041-0000	UNIT 1669A,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-042-0000	UNIT 1669B,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-043-0000	UNIT 1669C,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-044-0000	UNIT 1669D,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-045-0000	UNIT 1671A,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-046-0000	UNIT 1671B,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-047-0000	UNIT 1671C,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-048-0000	UNIT 1671D,	BLDG 4,	HIGHLAND SPRINGS PHASE 2 CONDO.

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<b>Parcel Number</b>	<b>Unit No.</b>	<b>Bldg. No.</b>	<b>Condominium/Phase</b>
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22-04-181-049-0000	UNIT 1685A,	BLDG 5,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-050-0000	UNIT 1685B,	BLDG 5,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-051-0000	UNIT 1685C,	BLDG 5,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-052-0000	UNIT 1685D,	BLDG 5,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-053-0000	UNIT 4462A,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-054-0000	UNIT 4462B,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-055-0000	UNIT 4462C,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-056-0000	UNIT 4462D,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-057-0000	UNIT 4460A,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-058-0000	UNIT 4460B,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-059-0000	UNIT 4460C,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-060-0000	UNIT 4460D,	BLDG 6,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-061-0000	UNIT 4465A,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-062-0000	UNIT 4465B,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-063-0000	UNIT 4465C,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-064-0000	UNIT 4465D,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-065-0000	UNIT 4463A,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-066-0000	UNIT 4463B,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-067-0000	UNIT 4463C,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-068-0000	UNIT 4463D,	BLDG 7,	HIGHLAND SPRINGS PHASE 2 CONDO.
22-04-181-069-0000	HIGHLAND SPRINGS PH 2 CONDO	U AREA	



**REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>		<u>Percentage Interest</u>	<u>Par Value</u>
1	1	4480	A	1.5503%	100
1	1	4480	B	1.5503%	100
1	1	4480	C	1.5503%	100
1	1	4480	D	1.5503%	100
1	1	4478	A	1.5503%	100
1	1	4478	B	1.5503%	100
1	1	4478	C	1.5503%	100
1	1	4478	D	1.5503%	100
1	8	1692	A	1.5503%	100
1	8	1692	B	1.5503%	100
1	8	1692	C	1.5503%	100
1	8	1692	D	1.5503%	100
1	8	1694	A	1.5503%	100
1	8	1694	B	1.5503%	100
1	8	1694	C	1.5503%	100
1	8	1694	D	1.5503%	100
1	9	1674	A	1.5503%	100
1	9	1674	B	1.5503%	100
1	9	1674	C	1.5503%	100
1	9	1674	D	1.5503%	100
2	2	4454	A	1.5503%	100
2	2	4454	B	1.5503%	100
2	2	4454	C	1.5503%	100
2	2	4454	D	1.5503%	100
2	2	4452	A	1.5503%	100
2	2	4452	B	1.5503%	100
2	2	4452	C	1.5503%	100
2	2	4452	D	1.5503%	100
2	3	1670	A	1.5503%	100
2	3	1670	B	1.5503%	100
2	3	1670	C	1.5503%	100
2	3	1670	D	1.5503%	100

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<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Par Value</u>
2	3	1672 A	1.5503%	100
2	3	1672 B	1.5503%	100
2	3	1672 C	1.5503%	100
2	3	1672 D	1.5503%	100
2	4	1669 A	1.5503%	100
2	4	1669 B	1.5503%	100
2	4	1669 C	1.5503%	100
2	4	1669 D	1.5503%	100
2	4	1671 A	1.5503%	100
2	4	1671 B	1.5503%	100
2	4	1671 C	1.5503%	100
2	4	1671 D	1.5503%	100
2	5	1685 A	1.5503%	100
2	5	1685 B	1.5503%	100
2	5	1685 C	1.5503%	100
2	5	1685 D	1.5503%	100
2	6	4462 A	1.5503%	100
2	6	4462 B	1.5503%	100
2	6	4462 C	1.5503%	100
2	6	4462 D	1.5503%	100
2	6	4460 A	1.5503%	100
2	6	4460 B	1.5503%	100
2	6	4460 C	1.5503%	100
2	6	4460 D	1.5503%	100
2	7	4465 A	1.5503%	100
2	7	4465 B	1.5503%	100
2	7	4465 C	1.5503%	100
2	7	4465 D	1.5503%	100
2	7	4463 A	1.5503%	100
2	7	4463 B	1.5503%	100
2	7	4463 C	1.5503%	100
2	7	4463 D	1.5503%	100
		Phase I, Bldg. 9 "Extra Garage"	0.3900%	25
		Phase II, Bldg. 5 "Extra Garage"	0.3900%	25
			100.0000%	6450

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