THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restrictions of Tamarack is made pursuant to Article XII, Section 4, and executed this of day of December, 1997, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK PHASES 3, 4A, 4B, 4C, AND 4D, recorded May 1, 1991, as Entry No. 83057, in Book 600, at Pages 169-183, records of Washington County, and any amendments thereto

### Article VIII is hereby amended to read as follows:

Moltiple Ost.

Molficial Colod

### ARTICLE VIII- EXTERIOR MAINTENANCE

- Section 1. Exerior Maintenance by Owner Each Owner shall be responsible for maintenance to the extenor of the townhome owned and in the limited common area adjacent and appurtenant to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (213) vote; and after ten days written notice (which notice shall not be required in the event of emergency or threat (0) is, health, property or safety), or wild exterior maintenance upon each townhome and tot, and the implical common area adjacent and appartenant thereto. The cost of such maintenance shall be assessed against the lot or town home.
- Section 2 Exterior Maintenance by Association (the Association shall be responsible) or maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot outside the wells of the townhome which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.
- Section 3. <u>Access at Reasonable Hours</u> For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours
- Section 4 Alteration of Seriain Maintenance Duties by Rule The duty of maintenance for the mea of a lot outside the wais of the Cownhome, and the limited common areas adjacent and appurtenant the townhomes may be altered to Rule of the Association

00585920 Bx1160 Pc0332

RUSSELL SHIRTS \* WASHINGTON CO RECORDER 1997 DEC 18 15:37 PM FEE \$71.00 BY S FOR: RANCO

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covernants Conditions and Restrictions of Tamarack is made pursuant of Article XII, Section 4, and executed this 18th day of 199.7. AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 1991, as Enry No 383057, in Book 600 at Pages 169-183, records of Washington County, and any amendments thereto.

### Article Vill is hereby amended to read as follows:

#### ARTICLE VIII - EXTERIOR MAINTENANCE

Each owner shall be responsible for Section(3) Exterior Maintenance Ov Owner maintonance to line extenor of the townhome owned and in the limited common area adjacent and appurlong to the lot. The Trustoes shall however, in the default of the water to perform maintenance. which the owner's responsibility and alter a two-thirds (2/3) voter and after ten days written active (which holice shall not be required in the event of emergency or threat to life, health, property or salety), pipolito exterior maintenance upopolach townhome and tot, angine limited common area adjagent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townholine

Section 2. Exterior Maintenance by Association. The Association shall be responsible for maintenance upon the common near the limited common area which is not adjacent to any lot, and the area of any lot outside the walls of the townhome which is of the same character as surrounding common or limited common area. The cost of such maintanance shall be a common expense

Spoilion 3. Access at Regionable Hours For the purpose solely of performing the maintenance required by this article, the Association, through its duty authorized agents or employees shall that the right, after reasonable delice to the owner, to enter updating let or limited common area at reasonable hours

Section 4. Allocation of Cortain Maintenance Duties by Rule The duty of majorenance for the area of a lot outside the walls of the lownhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The undersigned, being the owner of of Let Tamarack, hereby consents to the foregoing Amendment

TED THIS 18 day of

STATE OF 1/ta

COUNTY OF Washington

day of . 109 7 before me personally appeared On this whose Identity is personally known to or proved to me on the Melson basis of satisfactory evidence, and who soling by mo duly sworn (or althred), did say that he/she is , a corporation, and that he

largeoing document was signed to him/her on behalf of that corporation by authority of its bylaws of big Resolution of its board of directors, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

NOTARY F Address' My Commission Expires



### CORPORATE CONSENT TO AMENDMENT TO DECLARATION OF COVERABLES CONDITIONS AND RESTRICTIONS OF TAMABACK

THIS CONSENT TO AMENDMENT OF THE DECLARATION of covenants Conditions and Resiliations of Tamarack is made pursuant to Article XII, Section 4. And executed this 25 day of the Section 4. And executed this 25 day of the Section 5. And AMENDS THE DECLARATION OF COVENANTS CONDITIONS OF TAMARACK, recorded May 1, 1991, as Entry No. 33057, in Book 600, at Pages 169-183, records of Washington County, and any amendments thereto

#### Article Vill is hereby amended to read as follows:

#### ARTICLE VIII - EXTERIOR MAINTENANCE

Section 1 Extenor Maintenance by Owner Each owner shall be responsible for maintenance to the extenor of the townshame owned and in the limited common area adjacent and appartitionant to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility and after a two-thirds (2/3) with and after len days written notice shall not be required in the event of emergency of threat to life, health, property of safety), provide extenor maintenance upon each townhome and lot, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or lownhome

Section 2 <u>Exterior Maintenance by Association</u> The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot which which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.

Section 3 Access at Reasonable Hours For the purpose solely of performing the maintenance required by this article the Association, through its duty authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter the owner of the common area at the common area.

Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the lownhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

STATE OF Wah ) ss

The undersigned, being the owner of of Lot /5

varegoing document was signed by niminer on benait of that comporation by authority of its bylaws or of a resolution of its board of directors, and he/she 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, NON 300E 5to 300
My Commission Expires 7/2/2000
O VITAL VIEW SCOTO TO THE PUBLIC CONTRACT TO 1515 2 650 TO (2008)



, Tamarack, hereby consents to the foregoing

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restructions of Tamarack is made principalit to Article XII, Section 4, and executed this // day of , 199 7 AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 1991, as Entry No 383057, in Book 600 at Pages 169-183, records of Washington County, and any amendments thereto

Article VIII is hereby amended to read as follows:

#### ARTICLE VIII - EXTERIOR MAINTENANCE

- Each owner shall be responsible for Exterior Maintenance by Owner maintenance to the exterior of the townshome owned and in the limited common area adjacent and appure and to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility and after a two-thirds (2/3) with and after ten days written whole which notice shall not be required in the event of emergency or (Theat to life, health, property or Calety). provide extenor maintenance upon each townhome and lot, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome
- Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance uponthe common area, the limited common area which is not adjacent to any lot, and the area of any lot costde the walls of the townhom Which is of the same character is surrounding common or limited compain area. The cost of such maintenance shall be a common expense
- Access at Reasonable Hours For the purpose solely of performing the mandenance required by this article, the Association, through its distributionized agents or employees. small have the right, after reasonable hotice to the owner, to enter upon any lot or limited common area at reasonable hours.
- Atteration of Certain Maintenance Duties by Rule The duty of maintenance for Section 4. the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The undersigned, being the owner of of tol /2\_\_\_, Tamarack, hereby consents to the foregoing Amendment 🖔

DATED THIS 18	day of	he-	, 199 <u>7</u>
0,		RAYLUING	ALINO.
	<i></i>	Mulah	4160
	0,	Its Produce	)) *

STATE OF <u>し</u>おむり COUNTY OF Washington

10 V Graber, 1997 before me personally appeared Molson whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who being by me duly swom (or attimed), did say that he/she is & or Ranco Inc , a corporation, and that the Diregoing document was signed by him/her on behall of that composition by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose

Address. My Commission Expires



THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restactions of Tamarack is made pursuant to Article XII, Section 4, and executed this /g day of 199 7 AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 1991, as Entry No. 383057, in Book 608, at Pages 169-183, records of Washington County, and any amendments thereto

### Article VIII is hereby amended to read as follows:

#### ARTICLE VIII - EXTERIOR MAINTENANCE

Each owner shall be responsible for Extenor Maintenance by Owner maintenance to the exterior of the towntome owned and in the limited common area adjacent and appurtenant to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility, and after a two thirds (2/3) with and after ten days written violice (Mich notice shall not be required in the event of emergancy or (Direct to life, health, property of Safety), provide exterior maintenance upon each townhome and lot, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or towntome

Exterior Maintenance by Association The Association shall be responsible for Section 2 maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot autilitie the walls of the townhome which is of the same character as surrounding common or limited confirm area. The cost of such maintenance shall be a common expense.

For the phoses solely of performing the Section 3 Access at Reasonable Hours maintenance required by this article the Association, through its detail authorized agents or employees. shall have the right, after reasonable notice to the owner, to enter tipon any lot or limited common area at reasonable hours.

Alteration of Certain Maintenance Dulies by Rule The duty of maintenance for Section 4. the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association.

The engler signed, being the owner of of the Tamarack, hereby consents to the foregoing Amendment >

DATED THIS 23 day of STATE OF \_\_\_\_\_\_\_\_\_\_ ) ss COUNTY OF LACHE , 19<u>97</u> Delore me personally appeared day of Fred Sect. and Susan M. Besse, personally known to me proved to me on the basis w satisfactory evidence to be the person(s) whose name(s) is/are sugged on the preceding document, and

acknowledged before me that he/she/they signed it voluntarily for its stated purpose

NOTABY PUBLIC Address

My Commission Expires

G VITALNICO SCOTOL Pameraco'consment 101597 660101 dc.dcc

HIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restrictions of Tamarack is made and a visuant to Article XII, Section and executed this **27** day of **1000** AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 1997 as Entry No 383057, in Bookew, at Pages 169-183, records of Washington County, and any amendments thereto.

Article VIII is hereby amended to read as follows:

#### ARTICLE VIII - EXTERIOR MAINTENANCE

Section 1. Extenor Maintenance by Owner Each owner shall be responsible for maintenance to the extenor of the townhome owned and in the hinted common area adjacent and apputeriant to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (2/3) vote, and after ten days written notice which notice shall not be required in the event of emergency of threat to life, health, property of safety), provide extenor maintenance upon each townhome and lot, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.

Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot obtained the walls of the townhome which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.

Section 3 Access at Presonable Hours For the purpose solely of performing the manner required by this article, the Association, through its duty authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or kmited common area at reasonable hours

Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be sitered by Rule of the Association

The undersigned, being the owner of Albert \_\_\_\_\_\_\_, Tamarack, hereby consents to the foregoing Amendment

STATE OF CILLARIA )

STATE OF CILLARIA )

COUNTY OF Judge )

On this 2 FM day of Time with a personally appeared on the personally known to me or proved to me on the basis of satisfactory evidence to be the personally whose name(s) is fare signed on the preceding document, and

acknowledged before me that he she/they signed it voluntarily for its stated purpose

AKKNIN UNLES HALILA NOTARY PUBLIC

My Commission Expires June 12, 1996

SHARON ANNE HARROLD
COUN. 1 (2007)

Notary Public Couling
SAN DIEGO COUNTY
My Coun Etc., Jupa 12, 1988

G-VRRA-ICO 660(01) america-conumend 101597 660101 dc.dog

THIS CONSENT TO AMENDMENT OF THE DECLARATION OF COVENANTS CONDITIONS and Restrictions of Tamarack is made outstant to Article XII, Section 4 and executed this 19 day of Novel 1997 And AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMAHACK, recorded May 1, 1994 as Entry No 383057, in Book 600, at Pages 169-183, records of Washington County, and any amendments thereto

Article VIII is hereby amended to read as follows:

### ARTICLE VIII - EXPERIOR MAINTENANCE

- Exterior Maintenance by Owner Each owner shall be responsible for maintenance to the extenor of the townsome owned and in the limited common area adjacent and apporteriant to the lot. The Trustees shall, however, in the delayit of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (2/3) wite, and after ten days written notice which notice shall not be required in the event of emergency of threat to life, health, property of safety), provide exterior maintenance upon each townhome and lot, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.
- Section 2. . Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot outside the walls of the townborns which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.
- Access at Reasonable Hours For the purpose solely of performing the Section 3. manufernance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at Teasonable hours
- Alteration of Certain Maintenance Duties by Rule The duty of maintenance for Section 4 the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the foundames may be altered by Rûte of the Association.

Tamarack, hereby consents to the foregoing The andersigned, being the owner of of 201 Amendment >

COUNTY OF

On this 9 day of November, 19 , before me personally appeared by these E Toylor of Others personally known to me proved to me on the basis of satisfiactory evidence to be the person(s) whose name(s) is/are stated on the preceding document and acknowledged before me that he sterney signed it voluntarily for its stated purpose

StGood 40 N

My Commission Expires:

G VPRANCO 650 (2) Temental Content and 101597 660101 ac doc



### Article VIII is hereby amended to read as follows:

### ARTICLE VIII ~ EXTERIOR MAINTENANCE

Section 1 Exterior Maintenance by Owner Each owner shall be responsible for maintenance to the exterior of the towntome owned and in the limited common area adjacent and appurtenant to the lot. The Trusters that, however, in the default of the owner to perform maintenance which is the owner's responsibility and after a two-thirds (2/3) with, and after ten days writer notice which notice shall not be required in the event of emergency whiteat to life, health, property charlety), provide exterior maintenance upon each townhome and lot, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.

Section 2. Extenor Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot extend the walls of the townhome which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.

maniferance required by this article. We Association, through its duty authorized agents or employees, shall have the right, after reasonable hotice to the owner, to enter open any lot or limited common area at reasonable hours.

Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association.

STATE OF Utah

COUNTY OF Weshington

Con this 3 day of December 1997, before me personally appeared satisfactory evidence to be the personally known to make proved to me on the basis of satisfactory evidence to be the personally whose name(s) is/are signed on the preceding document and acknowledged before me that he/she like y signed it voluntarily for its stated purpose.

NOTARY PUBLIC

Address 189 West Tabernacle
My Commission Expires. 12-4-95

St George, WELL 84770

G VF.RANCO 660(6) Tymanachtoonamend 101597 660101 dc oo



THIS CONSENT TO AMENDMENT OF THE DECLARATION of overants Conditions and Restrictions of Tamarack is made duration to Article XII, Section & and executed this 23 day of the Court of the Co

#### Article Vill is hereby amended to read as follows:

#### ARTICLE VIII -- EXTERIOR MAINTENANCE

Section 1 Extenor Maintenance by Owner Each owner shall be responsible for maintenance to the exterior of the townhome owned and in the limited common area adjacent and appointment to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility, and after a two thirds (2/3) vote, and after ten days written notice shall not be required in the event of emergency on threat to life, health, property of safety), provide exterior maintenance open each townhome and lot and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.

Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot outside the walls of the townhame which is of the same characteristic surrounding common or limited common area. The cost of such maintenance shall be a common expense.

Section 3 Access at Neasonable Hours For the surpose solely of performing the maintenance required by this angle the Association, through its thin authorized agents or employees, that have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours.

Section 4. Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The undersigned, being the owner of St Lot 23\_, Tamarack, hereby consents to the foregoing

NOTARY PUBLIC Address ST Copy of UT

C PENNS ( 1857) 18-30-30 000 000 15-161 66-15- 00 500



NOTAPY PUBLIC
PATRICIA W HITBECK
410 E. Taurinack
SI. George, Utah 84770
COMMISSION EXPIRES
UAN 23, 2011
STAT 2, AM

# INDIVIDUAL CONSENT TO AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restrictions of Tamarack is trade pursuant to Article XII, Section and executed this 2-4 day of Nov. 1997. AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 1991, as Entry No. 383057, in Book 900, at Pages 169-183, records of Washington County, and any amendments thereto.

#### Article VIII is hereby amended to read as follows:

### ARTICLE, ARTHERIOR MAINTENANCE,

Section 1. Extenor Maintenance by Owner Each Country shall be responsible to maintenance to the exterior of the townhome owned and in the limited common area adjacent and appurtenant to the lot. The provides shall, however, in the details of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (23) vote, and after ten days written notice (which notice shall not be required in the event of emergency or threat to life, health, proparty or safety), provide extenor maintenance upon each townhome and obt, and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or formhome.

Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot outside the walls of the talking me which is of the same character as surrounding common of limited common area. The cost of such maintenance shall be a common expense

Section 3. Access at Reasonable Hours For the purpose solely of performing the mainlenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours.

Section 4 Alteration of Certain Maintenance Duties by Rule. The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The undersigned, being the ewiter of of Lot \_\_\_\_\_, Tamarack flereby consents to the foregoing.

STATE OF Wash. ) 55.

COUNTRY OF Wash. ) 55.

day of the personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is a signed on the preceding document, and acknowledged before me by he/she/they signed it voluntarity for its stated purpose

NOTARY PUBLIC HADREN

My Commission Expires 7/30/99

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NOTARY PUBLIC
VICKI ANN NELSON
310 South Main, 8 site 308
6air Lake City, Utah 84101
My Contribation Expires
Livy 30, 1999
STATE OF UTAR

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restrictions of Tamarack is made pursuant to Article XII, Section 3, and executed this 19 day of AVO 1994 AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 1991, as Entry No 383057, in Book 500, at Pages 169-183, records of Washington County, and any amendments thereto

Article VIII is hereby amended to read as follows:

### ARTICLE VIII PERTERIOR MAINTENANCE

Section 1. Extenor Maintenance by Owner Each owner shall be responsible to maintenance to the extenor of the common owned and in the minied common area adjacent and appartenant to the foll The Trustens shall, however, in the default of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (2/3) vole, and after ten days written notice (which notice shall not be equired in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon each lownhome and but and the limited common area edjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome

Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any Coutside the walls of the townsome which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.

Section 3 Access at The asonable Hours For the purpose solely of performing the minimum and the purpose solely of performing the minimum and the purpose solely of performing the minimum and the purpose solely of performing the purpose area at reasonable hours

Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

Tamarack, hereby consents to the foregoing The undersigned, being the owner of a Lot Amendment STATE OF 1 Hal Vernium 1997 before me personally appeared personally known to make 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 sherthey signed it voluntarily longes stated purpose hOTARY FUBLIC NOTARY PUBLIC vera e. Momunain Address TCD Pouch Making Burn COD My Commission Expires the Long City Utah EsiGi Oc aber 19 1398 STATE OF UTAII G VRVPANCO 680101 Tamarack/conamend 101597 660101

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Restrictions of Tamarack is made with such to Article XII, Section of and executed this 29 day of A/24. , 199 AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 1997 as Entry No 383057, in Book 600, at Pages 169-183, records of Washington County, and any amendments thereto.

#### Article VIII is hereby amended to read as follows:

### ARTICLE VIII - EXTERIOR MAINTENANCE

- rection 1. Exterior Maintenance by Owner Each owner shall be responsible for maintenance to the exterior of the townhome owned and in the futured common area adjacent and appurtenant to the lot. The Trusties shall, however, in the default of the owner to perform maintenance which is the owner's responsibility and after a two-thirds (2/3) vote, and after ten days written hotice which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon each townhome and to and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome
- Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot of the walls of the townhome which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common proposers
- Section 3 Access at Reasonable Hours For the Durpose solely of performing the neutrenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to entil upon any lot or limited common area at reasonable hours.
- Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The wholersigned, being the owner of of Lot _	<u>11</u> , Tamarack, hereby consents to the foregor	ing(C⅓
Amendment.		J. 6
	- C. C.	(Oz.)
DATED THIS 199 day of Nov	, 19 <b>%</b> Ø .	7.
Ella.	Chia.	
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STATE OF _ Wan)	$\mathcal{O}$	
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COUNTY OF RANK	20 J	6
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on this 20th day of Movem	hat 1097 hales we pareaulty assess	~~
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satisfactory evidence to be the person(s) whose na	ime(s) isvare/signed on the preceding document a	ruq
acknowledged before me that heisherthey signed it v	oluntarity logits stated purpose	
The state of the s	" I'M	
aca M. Dog Nenon		
NOTARY PUBLIC	CAPILA M. STEPHENSON	
Address. 97 E. CENTER, OREM	HOUSE FAIR STATE OF THE	
My Commission Expires 9-2-2000		
	COMM. 8127. 874000	_
		- (0

THIS CONSENT TO AMEND MENT OF THE DECLARATION of Covenants Conditions and Characteristics of Tamarack is made an author to Article XII, Section 4 and executed this \_6\_\_ day of the condition of Tamarack is made an amend to Article XII, Section 4 and executed this \_6\_\_ day of the condition of Tamarack, 1997 and 1998 as Entry No. 383057, in Book 500; at Pages 169-183, records of Washington County, and any amendments thereto

### Article VIII is hereby amended to read as follows:

### ARTICLE VIII - EXTERIOR MAINTENANCE

Rection 1 Extenor Maintenance by Owner Each owner shall be responsible to maintenance to the extenor of the townhome owned and in the limited common area adjacent and appurenant to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility and after a two-thirds (2/3) your, and after ten days written notice which notice shall not be required in the event of emergency of threat to life, health, property of safety), provide extenor maintenance upon each townhome and lot and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.

Section 2. Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot biside the walls of the lownhorn which is of the same characters surrounding common or limited common area. The cost of such maintenance shall be a common expense

Section 3 Access at Association, through its duty authorized agents or employees, shall have the right, after reasonable notice to the owner, to enterpoon any lot or limited common area at reasonable hours

Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The redersigned, being the owner of DLot \_\_\_\_\_, Tamarack, here pronsents to the foregoing Amendment

DATED THIS 6 day of December , 1997

John 2. Olure

COUNTY OF Wash 155

on this day of Technology, 19 before me personally appeared to the personal personal

PLIAD CONTON

NOTARY PUBLIC Address 40N 30E # 203 St Goage Ut My Commission Expires 71272001

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ELISE CARTER

MOTATIVE STATE OF UTAH

40 NO 300 E STE 203

ST GEORGE UT 84270

COMM EXP. 7 2-2003

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and the strictions of Tamarack is made in suant to Article XII, Section and executed this \_b\_ day of Do Combton, 199 30 AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF TAMARACK, recorded May 1, 199 as Entry No 383057, in Book 600, at Pages 169-183, records of Washington County, and any amendments thereto.

#### Article VIII is hereby amended to read as follows:

### ARTICLE VIII EXTERIOR MAINTENANCE

Section 1. Extenor Maintenance by Owner Each owner shall be responsible for maintenance to the extenor of the ownhome owned and in the fittied common area adjacent and properties of the owner of the owner owner to perform maintenance which is the owner's responsibility, and after a two-thirds (2/3) vote, and after ten days written notice which notice shall not be required in the event of emergency of threat to life, health, property of safety), provide extenor maintenance upon each townhome and volume the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.

Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any total side the walls of the townform which is of the same characteristics surrounding common or limited common area. The cost of such maintenance shall be a common expense

Section 3 Access at Reasonable Hours For the purpose solely of performing the maintenance required by Inis article, the Association, through its only authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours.

Section 4. Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The undersigned, being the owner of all Lot \_20 , Tamarack, hereby consents to the foregoing Amendment

STATE OF WHAT )

COUNTY OF WOOD )

NOTARY PUBLIC

Address 1500 40N 300 E St 303 St George Ut.

G VFRANÇO (660) 01 Tamarack/constraind 101597 660101 dc. doc

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants Conditions and Medicions of Tamarack is made absurant to Article XII, Section and executed this \_\_' \_\_ day of \_\_\_\_\_ 199 \_\_\_\_ and AMENDS THE DECLARATION OF COVENANTS CONDITIONS OF TAMARACK, recorded May 1, 1990, as Entry No. 383057, in Book 500, at Pages 189-183, records of Washington County, and any amendments thereto.

### Article VIII is hereby amended to read as follows:

### ARTICLE VIII - EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance by Owner Each owner shall be responsible for maintenance to the exterior of the downhome owned and in the limited common area adjacent and appurenant to the lot. The Trustee shall, however, in the delayt of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (23) yole, and after ten days writen notice which notice shall not be required in the event of emergency of threat to life, health, property or safety), provide exterior maintenance upon each townhome and on an only of the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.

Section 2 <u>Exterior Maintenance by Association</u> The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any locutside the walls of the township which is of the same characterias surrounding common or limited common area. The cost of such maintenance shall be a common expense.

Section 3. Access at Beasonable Hours For the purpose solely of performing the mainlenance required by this adicib, the Association, through its duty authorized agents or entropies, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours

Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The indersigned, being the owner of the Lot \_\_\_\_\_\_\_, Tamarack, hereby consents to the foregoing, Amendment

Charles A Berrett Buby A Berrett

STATE OF Wash. ) SS

on this 614 day of 120 miles of 1997 before me personally appeared PERULY N Burkett, 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 saknowledged before me that make they signed it voluntarily for its stated purpose

NOTARY PUBLIC Address 40N 300. E. S. GROCK Was My Commission Expires 7/2/2001

G VPRANÇO 650101 Yamarack/conamend 101597 660101 dc.qoc

ELISE CARTER

WHEVER OF STATE WITH:

40 NO 300 E STE 203

ST GEORGE UT B4770

COMM EXP 7-2-2001

#### Article VIII is hereby amended to read as follows:

#### ARTICLE VIII - EXTERIOR MAINTENANCE

Section 1. Extenor Maintenance by Owner Each owner shall be responsible for maintenance to the exterior of the townhome owned and in the towner common area adjacent appurenant to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (2/3/wore, and after ten days written notice) which notice shall not be required in the event of emergency to threat to life, health, property safety), provide extenor maintenance upon each townhome and to and the limited common area whacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome.

Section 2 Exterior Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not added to any lot, and the area of any lot obtained the walls of the townhome which is of the same characterias surrounding common or limited common area. The cost of such maintenance shall be a common expense

Section 3 Access at Beasonable Hours For the purpose solely of performing the maintenance required by this article, the Association, through its orbit authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours

Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

BATED THIS Le day of Beenlin, 199

STATE OF Utah ) ss

an this day of the day of the personally known to make proved to me on the basis of satisfactory evidence to be the personally whose name(s) is/are signed on the preceding document, and acknowledged before me that he stier they signed it voluntarily for its stated purpose.

\* YUNE CANTON NOTARY PUBLIC \_

NOTARY PUBLIC Address: 40 N 300 E St George W My Commission Expires 712 (2001

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ELISE CARTER

THE PROJECT STATE OF THE PROJECT STAT

Pages 169-183, records of Weshington County, and any amendments thereto.

Article Vill is hereby amended to read as follows:

### ARTICLE VIII - EXTERIOR MAINTENANCE

Section 1 Extenor Maintenance by Owner Each owner shall be responsible for maintenance to the exterior of the townhome owned and in the limited common area adjacent and appuration to the for The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility and after a two-thirds (2/3) when and after ten days written holice shall not be required in the event of emergency of threat to life, health, property of safety), provide extenor maintenance open each townhome and lock and the limited common area statem and appurtenant thereto. The cost of such maintenance shall be assessed against the tot or townhome

Section 2 Extenor Maintenance by Association The Association shall be responsible for maintenance upon the common area, the limited common area which is not adjacent to any lot, and the area of any lot graded the walls of the townhore which is of the same character as surrounding common or limited common area. The cost of such maintenance shall be a common expense.

maintenance required by this article the Association, through its authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at the association and the common area at the common area.

Section 4 <u>Alteration of Certain Maintenance Outles by Rule</u> The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited appurtenant to the townhomes may be altered by Rule of the Association

The undereigned, being the owner of other #7 Tamarack, hereby consents to the foregoing Amendment

DATED THIS 8th day of December 1997

" Ellen W Bowsten

COUNTY OF Washing for )

acknowledged before me that he/she) they signed it voluntarily for the sales and acknowledged before me that he/she) they signed it voluntarily for the sales and acknowledged before me that he/she) they signed it voluntarily for the sales and acknowledged before me that he/she) they signed it voluntarily for the sales and acknowledged before me that he/she) they signed it voluntarily for the sales are the sales and the sales are the

Mann Solvando

NOTARY PUBLIC

Address 94 ET ASERMACE Store
My Commission Expires June 4, 2000

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#### Article VIII is hereby amended to read as follows:

#### ARTICLE VIII - EXPERIOR MAINTENANCE

Section 1 Extenor Maintenance by Owner Each owner shall be responsible for maintenance to the extenor of the withhome owned and in the finited common area adjacent and appurenant to the lot. The Trustees shall, however, in the delautt of the owner to perform maintenance which is the owner's responsibility, and after a two-thirds (2/3) vote, and after ten days written hotice which notice shall not be required in the event of emergency to threat to life, health, property safety), provide extenor maintenance upon each townhome and of and the limited common area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the lot or townhome

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Section 3 Access at Neasonable Hours For the purpose solely of performing the maintenance required by this affect, the Association, through its duty authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours

Section 4. Alteration of Certain Maintenance Duties by Rule. The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The undersigned, being the owner of the consents to the foregoing Amendment

DATED THIS 10 HA day of December , 199

STATE OF Utah )

COUNTY OF BLANGEN ;

on this day of the personally known to make proved to me on the basis of the personal whose name(s) is/are signed on the preceding document, and sakhowledged before me that resistency for the stated purpose

NOTARY PUBLIC
Address3 4 4 to He to Dr.
My Commission Expires 7-11-2001

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CYNDIE A. BECK
MOIMPINER SMIE dury
324 W HILL ON DR
8T GEORGIE UT 84770
COMU EXP. 7-11-2001

## CORPORATE CONSENT TO AMENDMENT TO DECLARATION OF COVENAMOS CONDITIONS AND RESTRICTIONS OF TAMARACK

Article VIII is hereby amended to read as follows:

### ARTICLE VIII - EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance by Owner Each owner shall be responsible for maintenance to the exterior of the towntome owned and in the limited common area adjacent and appune and to the lot. The Trustees shall, however, in the default of the owner to perform maintenance which is the owner's responsibility and after a two thirds (2/3) who and after ten days written notice shall not be required in the event of emergency or mire at to life, health, property of anety), provide extenor maintenance who accommon area adjacent and appuntenant thereto. The cost of such maintenance shall be assessed against the lot or townhome

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Section 4 Alteration of Certain Maintenance Duties by Rule The duty of maintenance for the area of a lot outside the walls of the townhome, and the limited common areas adjacent and appurtenant to the townhomes may be altered by Rule of the Association

The undersigned, being the owner of of the 1/2 , Tamarack, hereby consents to the foregoing Amendment

BY BY

COUNTY OF Washington)

On this S day of Novershop 199 Defore me personally appeared

LICATION TO THE SON Shows identify is personally known to or proved to me on the basis of satisfactory evidence, and who being by me duly swom (or affirmed), did say that he/she is the satisfactory evidence, and who being by me duly swom (or affirmed), did say that he/she is the satisfactory evidence, and who being by me duly swom (or affirmed), did say that he/she is the satisfactory evidence, and the/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose

NOTARY PUBLIC

NOTARY PUBLIC

Address 40 A 300 E. Sto 20

My Commission Expires. 7 12 15 Co. 1

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