

24-12-3E-5  
18-12-4E-8  
19-12-4E-7  
20-12-4E-12  
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23-12-3E-10

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ENTRY NO. BK 302 PG 765-794

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REQUEST OF Paul Clint  
JANET J. LUND SANPETE CO. RECORDER

I  
N  
BY JSF DEPUTY

See Quiet Title Decree Rec. 1049-98 BK 428 Pg 706-710  
Indian Ridge

AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned parties are the owners of lots in the Indian Ridge Ranch Subdivisions located in Sanpete County, Utah, against which there are on file three separate sets of covenants in the Sanpete County Recorders office which covenants are attached hereto as exhibits "A", "B" and "C"; and,

Whereas, the aforementioned parties are in agreement that all three sets of covenants should be amended to provide a single set of Covenants, Conditions and Restrictions governing the property; and,

Whereas, the owners have created a property owners association to administer the duties, and protect the rights described herein;

Now therefore, the undersigned parties, for themselves, their heirs, successors-in-interest, and assigns, hereby amend the covenants hereto attached as exhibits "A", "B" and "C" and establish these covenants as the sole operative and enforceable covenants regulating the properties known as "The Highlands", "The Indian Ridge Ranch Subdivisions" or "Crystal Mountain" which are now or may hereafter be made of record in Sanpete County, Utah, and declare that the property shall henceforth be known as CRYSTAL MOUNTAIN.

ARTICLE 1 - DEFINITIONS

1.1 "Assessable Property" shall mean and refer to the entire property except such parts thereof as may from time to time constitute "Exempt Property" as herein defined.

1.2 "Class A lots" shall mean and refer to any lot upon which a building has been completed and is habitable or usable as intended as determined by an architectural committee or an official of an applicable public agency.

1.3 "Class B lots" shall mean and refer to any vacant lot or lots, upon which a building has not been completed.

1.4 Declaration" shall mean and refer to this Declaration of Covenants Conditions and Restrictions as recorded in the office of the Sanpete County Recorder, Sanpete County, Utah. See Recon Rec 4-19-94 BK 351 Pg 526

1.5 "Exempt Property" shall mean and refer to the following;  
(A) All real property owned and maintained by the United States, the State of Utah, or any agency or instrumentality of such an entity, for so long as such entity, agency, or instrumentality shall be the owner thereof;  
(B) All real property owned and maintained by the Association for so long as the Association may be the owner thereof;  
(C) All real property exempted from taxation by both the laws of the State of Utah and the laws of Sanpete County. See Notice of Assessment E# 139695 BK 537 Pg 1290, 12 OCT 2006

1.6 "Lot" shall mean and refer to the following portions or parts of the Assessable Property, together with all improvements constructed thereon; notwithstanding any provisions to the contrary herein contained, Lot shall not be defined to mean or include the Exempt Property, the Common Areas, or any of the improvements constructed thereon:

- (A) Any plot of land shown upon any recorded subdivision map of tracts within the property described in paragraph 1.7 below.
- (B) Any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members, or other beneficiaries, which share, membership, or other interest entitled the owner thereof to possession of any

1.7 "The Property" shall mean and refer to a parcel of land more particularly described as follows:

COMMENCING NORTH 1332.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89 DEGREES 48 MINUTES WEST 5821.63 FEET; THENCE NORTH 1757.6 FEET; THENCE 89 DEGREES 48 MINUTES WEST 9278.99 FEET; THENCE NORTH 0 DEGREES 00 MINUTES EAST 1318.12 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 53 SECONDS EAST 1328.15 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 23 SECONDS EAST 2636.20 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 22 SECONDS EAST 2656.61 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 53 SECONDS EAST 2626.00 FEET; THENCE EAST 5293.20 FEET; THENCE SOUTH 1697.90 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 15 SECONDS EAST 3181.62 FEET; THENCE SOUTH 1320.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES WEST 1320.00 FEET; THENCE SOUTH 2664.80 FEET; THENCE NORTH 89 DEGREES 41 MINUTES EAST 1320.00 FEET; THENCE NORTH 1320.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES EAST 1320.00 FEET; THENCE SOUTH 2664.80 FEET; THENCE NORTH 89 DEGREES 41 MINUTES EAST 1320.00 FEET; THENCE SOUTH 1332.40 FEET TO THE POINT OF BEGINNING.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any lot or other portion of the Assessable Property, including resort memberships which is subject to assessment excluding Mortgages or others having such interest merely as security for the performance of an obligation unless and until said Mortgage or other security interest holder has acquired title to any lot or portion of the Assessable Property pursuant to a foreclosure or any proceeding equivalent to or in lieu of a foreclosure.

1.9 "Referendum" shall mean and refer to a matter to be voted upon by the membership at other than a meeting of the members.

1.10 "Tenant" shall mean and refer to any person occupying any lot within the property, which person is other than the owner of that lot.

1.11 "Developer" shall mean and refer to that private company with whom this Declaration will authorize the Property Owners Association to negotiate a contract for completion of the amenities.

1.12 "Resort Membership" shall mean and refer to the sale of a right of access to the common areas and amenities by the developer or any successor in interest, to any person or entity not owning a lot or other portion of the assessable property.

Article 2 - Association

2.1 Purpose. The purpose of the Crystal Mountain Property Owners Association, hereinafter referred to as the "Association", shall be to own and manage the common areas and to perform other functions in behalf of the owners and Tenants of the Property and for the general welfare of the community as specified in the Declaration.

2.2 Board of Directors. The Association shall be governed by a Board of Directors, hereinafter referred to as the "Board", initially consisting of the committee elected by the owners to create this Declaration. Within one year after the establishment of this Declaration, the Board shall hold an election of the owners and elect three owners to the board to replace the committee. Thereafter, one replacement member of the board will be elected at each annual meeting of the Association.

2.3 Membership. Every owner of a lot, Resort Membership or other portion of the Property subject to assessment by the association under the terms of this Declaration shall automatically be a member of the Association; provided that any Mortgagee or others having such interest merely as security for performance of an obligation shall not be a member of the Association unless and until said Mortgagee or other security interest holder has acquired title to any lot or portion of the assessable property pursuant to a foreclosure or any proceeding equivalent to or in lieu of a foreclosure. Membership shall be appurtenant to, shall be an incident of, and shall not be separated from ownership of any such lot, Resort Membership or other portion of the assessable Property, and such ownership shall be the sole qualification for membership. Also, every tenant, as defined herein shall automatically be a member of the Association, provided such Tenant furnishes satisfactory evidence of tenancy to the Association, as prescribed in the Association By-Laws.

2.4 Voting Rights. The Association shall have five (5) classes of voting membership:

(A) Class A-1 Members shall be all owners of Class A lots and which owners also occupy said lots. Class A-1 Members shall be entitled to four (4) votes for each Class A lot which they own and occupy. When more than one person holds such interest or interests in any such lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than four (4) votes be cast with respect to any such lot held by such Class A-1 members.

(B) Class A-2 Members shall be all owners of Class A lots and which owners do not occupy said lots. Class A-2 Members shall be entitled to two (2) votes for each Class A lot which they own and do not occupy. When more than one person holds such interest or interests in any such lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any such lot held by such Class A-2 members.

(C) Class A-3 Members shall be all Tenants of Class A lots. Class A-3 Members shall be entitled to two (2) votes for each Class A lot which they occupy. When more than one person is a Tenant of any such Class A lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any such lot held by such Class A-3 members.

(D) Class B members shall be the owners of Class B lots and shall be entitled to two (2) votes for each lot in which they hold an interest required for membership herein. When more than one person holds such interest or interests in any such lot, all such persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any such lot held by such Class B members.

(E) Class C members shall be the owners of resort memberships and shall be entitled to one (1) vote.

2.5 Suspension of voting rights. Any member who is in violation of this Declaration or of the Associations By-Laws, Rules or Regulations, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any member who fails or refuses to pay any dues, Assessments, or other charges prescribed herein, in the By-Laws or by the Board shall not be entitled to vote during any period in which such dues, Assessments or other charges remain unpaid.

2.6 Proxy and Absentee Voting. Except as specifically authorized herein, no member shall be entitled to assign his or its right to vote, by power of attorney, by proxy, or otherwise, and no vote or votes shall be valid unless cast in person by the member; provided, however:

(A) That in the case of a joint or common ownership, any one such member shall be entitled to cast the vote or votes with respect to any such lot held in joint

(B) That in the case of a corporate or other business entity membership, the vote or votes may be cast by an authorized officer of such corporation or business entity.

(C) That in the case of members absent from meetings the filing of a proxy may be allowed by the Board and in accordance with these Covenants.

(D) That in the case of a member absent from a referendum, the filing of an absentee ballot may be allowed by the Board and in conformance with the By-Laws.

2.7 Membership List. The Board shall adopt a method by which it will be apprised of the names, addresses and phone numbers of all members and of the number of votes to which each is entitled under the provisions herein.

Article 3 - Property Rights and Restrictions

3.1 Common Areas. In the subdivision plats on file in the office of the Sanpete County Recorder, there are areas dedicated as Common Property which shall be used as parkland, recreational areas and for other community purposes. Said tracts, together with such other tracts or parcels of Association Property as the Board may, in its absolute discretion, from time to time by resolution designate for the common use and enjoyment of the members, is hereafter collectively referred to as "Common Area".

3.2 Easements. Every member of the Association shall, by reason of such membership, have a right and easement of enjoyment in and to all common areas, and such easement shall be appurtenant to and shall pass with every lot or other portion of the assessable property upon transfer thereof. A member's right of enjoyment in the common areas shall automatically extend to all members of his or her household and all tenants residing on any part of the property. The member's rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of the Association to charge reasonable admission and other fees performed by the association.

(B) The right of the Association to suspend the voting rights and the right to use the Common Areas and any facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations as determined by the Board after process.

(C) The right of the Association to dedicate, sell or transfer all or part of the Common Area free and clear of all rights, easements, privileges and liens, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that any such action shall have the assenting vote of fifty-one percent (51%) of the votes cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present; or, provided that any such action shall have the assenting vote of two-thirds (2/3rds) of the votes cast at a referendum as defined herein for which proper notice as prescribed herein is sent.

(D) The right of the Association to reasonably limit the number of guests of a member.

(E) The right of the Association to contract with a private company to complete the amenities and sell resort memberships to the public as compensation. Said contract to include the exclusive right of the private company to annex additional tracts to the development.

(F) The right of the Association, in accordance with its By-Laws and these covenants, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said common area, provided that any such action shall have the approval of fifty-one percent (51%) of the members cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present. In the event of a default upon any such mortgage, the lender's

rights hereunder shall be limited to a right, after taking possession of such common area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such Common Areas to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Area shall be returned to the Association and all rights of the members hereunder shall be fully restored; or in the alternative and at the discretion of the Board, such mortgage may be secured by an assignment of the maintenance fees.

(G) The right of the Association to take steps as are reasonably necessary to protect the Common Areas from foreclosure;

(H) The right of the Association to grant easements or rights-of way for public utility purposes.

(I) The right of the Association to adopt and promulgate reasonable rules and regulations, not inconsistent with this Declaration, or the Association's By-Laws, pertaining to the use, enjoyment, and preservation of the Common Areas, or to the safety and convenience of the users thereof. In establishing admissions and other fees, and in adopting and promulgating rules and regulations, the Association Board may, in its discretion, establish reasonable classifications of users and may establish different fees, rules, and regulations for each such class.

(J) The right of the Association to participate in mergers and consolidations with other non-profit corporations for the same purpose provided that any such action shall have the assenting vote of fifty-one percent(51%) of the votes cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present; or , provided that any such action shall have the assenting vote of two-thirds (2/3rds) of the votes cast at a referendum as defined herein for which proper notice as prescribed herein is sent.

(K) The right of the Association to appoint an Architectural committee which shall have the power to promulgate rules governing the form and content of plans and specifications to be submitted for approval or requiring improvements to be made upon the property, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval, and may establish procedures for conducting the business of the committee.

#### Article 4 - Assessments

4.1 Covenants. The members of the Association, for themselves, and for their heirs, successors-in-interest and assigns shall be required for each lot or other portion of the assessable property, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, with respect to each such lot or other portion of the assessable property owned by them, to pay to the Association the monthly and special assessments to be fixed, assessed and collected by the Board from time to time as provided herein. Each such monthly and special assessment, together with such interest and cost of collection as are hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the respective lots or other portions of the assessable property. Each such monthly and special assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successor-in-title unless expressly assumed by them, however, they shall continue as a lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the property, or any portion or by renting, leasing or otherwise permitting occupancy of his property to another party. However, in the event an owner fails to pay maintenance fee and sells his lot or transfers ownership by any means or in any manner, the new lot owner shall also be obligated and the delinquent fees shall remain a lien against the property until paid.

4.2 Endowment Fund. The board shall have the power to review the plan of a

proposed Endowment Fund and to accept the proceeds of the Endowment Fund in lieu of the monthly assessments of the property owners who are the participants therein. Such acceptance by the Board shall be binding and shall require unanimous approval of all the members of the Association before it can be altered.

4.3 Purpose. The Board shall apply all funds received by the Association pursuant to the terms of the Declaration to the following purposes:  
(A) To the payment of principal and interest on all loans, bonds, promissory notes, mortgages or other evidences of indebtedness of the Association.  
(B) To the payment of all costs and expenses of the Association;  
(C) To the establishment of reserve accounts, sinking funds, and security deposits to accomplish any of the foregoing purposes.  
(D) To the acquisition of such insurance as may be necessary to protect the interest of the Association as they appear.

4.4 Monthly. The monthly assessment amount shall be determined by the Board, and may be changed by them as they deem it to be in the best interest of the Association.

4.5 Special for Capital Improvements. In addition to the monthly assessments authorized herein, the Board may levy in any assessment year or series of assessment years, a special assessment or series of assessments for the purpose of defraying, in whole or in part, the cost of acquiring, construction, reconstructing, altering, enlarging, laying, renewing, or replacing any of the facilities or amenities of the Association, including all necessary fixtures and personal property related thereto.

4.6 Uniform Rate. Both annual and special assessments shall be fixed at a uniform rate for all Class A and for all Class B lots, by the Board. This requirement shall in nowise affect the right of the Board to accept the payments of the Endowment Fund in lieu of the assessments of the Endowment Fund participants.

4.7 Date and Notice of Commencement. The assessments provided herein shall commence on the date fixed by the Board to be the date of commencement, provided that said commencement shall be the first day of the calendar month. Notice of the monthly assessment shall be sent to each owner subject thereto at least thirty (30) days in advance of each monthly assessment.

4.8 Due Dates. The due dates shall be established by the Board upon which dates the assessments for any month shall become due and payable. The due date or dates of any special assessment or assessments, authorized as herein provided, shall be fixed by the Board in the resolution authorizing such assessment or assessments, subject to the same notice and payment requirements pertaining to monthly assessments.

4.9 Roster of Properties. The Board shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the monthly assessment, which roster shall be kept by the Treasurer of the Association, and shall record payments of assessments, and shall be open to inspection any member of the Association at reasonable times.

4.10 Certification of Payment. The Board shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.11 Effect of Non-Payment. Any assessment not paid within thirty (30) days after the due date therefor, shall be delinquent and shall bear interest from and after the due date at a rate per annum until paid, which rate shall be established by

the Board not to exceed any interest rate prohibited by applicable usury laws.

4.12 Remedies for Non-Payment. The Board may bring an action at law in the name of the Association against the owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the property, and may also seek a deficiency decree, in accordance with the laws of the State of Utah applicable to the exercise of powers of sale or foreclosure in deeds of trusts or mortgages, or may seek redress in any other manner permitted by law or equity, and there shall be added to the amount of such delinquent assessment the costs and expenses of such action, sale or foreclosure, and reasonable attorney's fees.

4.13 Property Taxes. The Association shall have the right to pay the property taxes on the day that they are due for any member who fails to do so himself. In the event that the Association pays the taxes, they shall have a lien against any lot or other portion of the Property which lien shall accrue interest and penalty at the same rate that the delinquent taxes would have if they had not been paid. The Association shall have the right to foreclose the aforementioned lot or other portion of the property at such as the would have been sold to the public for delinquent taxes if they had not been paid by the Association.

Article 5 - General Conditions

5.1 Amendment. These covenants may be amended provided that any such action shall the approval of the Developer and the assenting vote of fifty-one percent (51%) of the votes cast at a meeting for which proper notice as prescribed herein is sent and at which a Quorum as prescribed herein is present; or, provided that any such action shall have the assenting vote of two-thirds (2/3rds) of the votes cast at a referendum as defined herein for which proper notice as prescribed herein is sent.

5.2 Interpretation. The Board shall have the right to construe and interpret the provisions of this Declaration in the absence of an adjudication by a court of competent jurisdiction to the contrary. Its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

5.3 Quorum. At the first meeting called for taking any action authorized herein, the presence at the meeting of members or proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a Quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided however, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.4 Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the association at the time of such mailing, and which notice is deposited in the United States mail no less than ten (10) days and no more than sixty days (60) prior to any proposed action provided for herein, and which notice sets forth the proposed action and date, time and place it is to be acted upon.

5.5 All Grantees Bound. Each grantee, by accepting a deed, lease or any other instrument conveying any interest in any portion of the property or any lot, covenants and shall be conclusively deemed to have covenanted, for himself, his heirs, successors in interest, and assigns to observe, perform, and to be bound hereby, whether or not said deed, lease, or other instrument incorporates or refers to this Declaration.

5.6 Assignment of Powers. Any and all rights and powers of the Developer herein contained may be delegated, transferred, or assigned. Whenever the term Developer is used herein, it includes assigns or successors-in-interest of the Developer.

5.7 Developer's use Rights. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for the Developer to construct and maintain upon the Property such structures and facilities as in the sole opinion and discretion of the developer may be reasonably required, convenient or incidental to the Development and Marketing of the property or resort memberships.

5.8 Resubdivision Prohibited. No lot or other portion of the property shall be split, divided, or resubdivided by or for sale, resale, gift, or other transfer, except as may be deemed necessary to resolve boundary dispute by deeds of correction or authorized by a city government in the event that the property falls within the bounds of an incorporated city.

5.9 Change of Circumstance. No change of conditions or circumstance shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

5.10 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

5.11 Power of Contract. The Board shall be entitled to contract with any firm, corporation or other entity for the performance of the various obligations, duties, and discretionary services which the Association must or may perform pursuant to the terms of this Declaration, and the performance of any such entity shall be deemed performance by the Association hereunder.

5.12 Conflicts. This Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or other laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflicts, the most restrictive provisions of such laws, rules, regulations, deeds, leases or this Declaration shall be taken to govern and control.

5.13 Headings and Titles. All headings and titles of articles, sections and subsections are for convenience only, and shall not affect the meanings or interpretations of the contents thereof.

5.14 Creation of a Successor to the Association. If for any reason the Association shall cease to exist without first assigning its rights, powers, duties and obligations to a successor, the covenants, conditions restrictions, assessments, charges and liens imposed hereunder shall nevertheless continue and the Developer or any owner may petition a court of competent jurisdiction to have a Trustee appointed for the purpose of organizing a non-profit membership Association and assigning the rights, powers, duties and obligations of the newly organized Association, subject only to the provisions of this Declaration.

Use the Committee hereby recommend these  
Covenants to the Association

James Frank  
John W. Jensen  
Kenneth N. Kroll



EXHIBIT "A"

Any and all interest Zions Bankcorporation may have to all of the following:

- 54700 ✓ Plat A, Lots 1-45 & Common Area
- ✓ Plat B, Lots 1-41
- ✓ Plat C, Lots 1-36
- ✓ Plat D, Lots 1-31
- ✓ Plat E, Lots 1-39
- ✓ Plat F, Lots 1-37
- ✓ Plat G, Lots 1-48
- ✓ Plat H, Lots 1-41 & Common Area
- ✓ Plat I, Lots 1-46
- ✓ Plat J, Lots 1-43 & Common Area
- ✓ Plat K, Lots 1-39
- ✓ Plat L, Lots 1-26 & Common Area
- ✓ Plat M, Lots 1-56 & Common Area
- ✓ Plat N, Lots 1-48
- ✓ Plat O, Lots 1-51
- ✓ Plat P, Lots 1-16
- ✓ Plat Q, Lots 1-67
- ✓ Plat R, Lots 1-28 & Common Area

INDIAN RIDGE, a summer home subdivision, according to the official plat thereof, filed in the office of the County Recorder of Sanpete County.

Plat L, Lots 5LH, 14LH, and 17LH the Highlands according to the official plat thereof on file in the office of the Sanpete County Recorder, Sanpete County, Utah,

AFFIDAVIT

On behalf of the property owners Association of the old Indian Ridge Ranch/New Crystal Mountain Resort, I, Paul Clint, have prepared a membership roster of all the property owners and, under the direction of the Covenants Committee duly elected by the property owners, I have caused a vote to be taken at both a meeting of the property owners and by referendum.

I, further certify that the results of the aforementioned vote are shown on the Membership Roster hereto attached.

I further certify that I have personally verified both the ownership and the validity of the signatures thereto attached and that I have attempted to contact every member of the association either in person or by mail to allow them the opportunity to vote.

I now therefore declare the covenants amended and submit them to the Sanpete County recorder to be recorder against the properties upon which they shall be binding. (See Exhibit A)

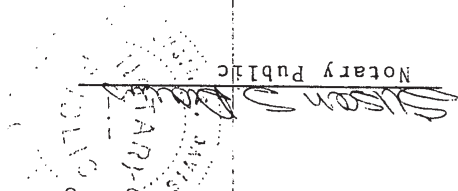
Signed by my hand this 22 day of August, 1989.

Paul Clint 8/22/89

Personally appeared before me this 22 day of August, 1989, Paul Clint who acknowledged that he executed the foregoing instrument.

Residing: Spanish Fork, UT

My Commission Expires: 4/13/93



Notary Public

Susan S. Rowley