

1. Sections 2.5 and 2.7 of the Bylaws of the Association are deleted in their entirety and the following are inserted in lieu thereof:

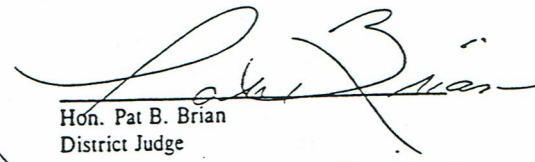
Section 2.5—Voting Requirements. When a quorum is present in person or represented by proxy at any meeting, the vote of a majority of *those members constituting said quorum* shall decide any question brought before such meeting, including the election of trustees, unless the question is one upon which, by express provision of the statutes of the State of Utah or of the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing, and, in the case of proxies for the annual meeting, they shall be delivered to a credentials committee consisting of the President, a Vice President and Secretary of the Association at least ten (10) days prior to said annual meeting. Proxies for special members meetings must be of record with the credentials committee at least five (5) days prior to the holding of such special members meetings. If instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting. On all matters presented to a vote of the members, the holder of each membership shall have one vote per lot. No matter shall be deemed to have been approved by the members unless it shall have been presented to and received the affirmative vote of a *quorum of members*. In the case of membership owned as joint

tenants, each such joint tenant shall have that number of votes determined by dividing the number of votes attributable to the membership by the number of joint tenants who own the membership.

Section 2.7—Quorum. At any meeting of the members, *twenty-five percent (25%)* of the memberships of the Association present in person or by proxy shall constitute a quorum of the members for all purposes. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of memberships requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

2. Petitioner is directed to serve by mail a copy of this Order on all members of the Association.

BY THE COURT:


Hon. Pat B. Brian
District Judge

1-5-98

I CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH.

DATE: Jan. 9, 1998

Becki Young
DEPUTY COURT CLERK

FIRST AMENDMENT TO
DECLARATION AND RESTRICTIONS
FOR
LAKE ROCKPORT ESTATES UNITS II, III, AND IV

THIS FIRST AMENDMENT TO DECLARATION AND RESTRICTIONS FOR LAKE ROCKPORT ESTATES UNITS II, III, AND IV is made the 4th day of August, 1998, pursuant to Section 11.1 of the Declaration and Restrictions for Lake Rockport Estates Units II, III, and IV recorded by Lake Rockport Estates Property Owners Association, Inc., a Utah nonprofit corporation, in the Office of the Summit County Recorder, Coalville, Utah, as Entry No. 116455, Book M 39, Pages 680-694, on July 28, 1972 (the "Declaration").

WHEREAS, Lake Rockport Estates Property Owners Association, Inc. (the "Association"), as Grantor, executed and recorded the original Declaration on July 28, 1972; and

WHEREAS, the Association, pursuant to the affirmative vote of a majority of the Owners constituting a Quorum at two separate special meetings of the Association held on March 15, 1996 and April 22, 1998, now desires to amend the Declaration pursuant to Article XI, Section 11.1 thereof;

NOW, THEREFORE, the Declaration is hereby amended as follows:

I. Article VIII, Section 8.4 of the Declaration shall be deleted in its entirety and the following shall be inserted in lieu thereof:

8.4 Notice of Annual Assessments and the Time for Payment Thereof: Written notice to each owner as to the amount of the annual assessment with respect to their lots, will be sent on or before November 1st of each year for the fiscal year commencing. Such assessment shall be due and payable in one installment on January 1st of each year. There will be a sixty-day grace period until March 1st, after which the assessment will bear interest at the maximum legal interest rate from the date it becomes due and payable.

II. Article VIII, Section 8.5 of the Declaration shall be deleted in its entirety and the following shall be inserted in lieu thereof:

8.5 Special Assessments for Capital Improvements: In addition to the annual assessments authorized by this Article, the Association may levy, at any time and from time to time by a 3/4 majority vote of a quorum of the Owners excluding the vote of the developer, special assessments, payable over such period as the Association may determine, for the purpose of defraying, in whole

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REQUEST: RAY QUINNEY & NEBEKER

or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. The Association, through its Board of Trustees, may levy a special assessment upon Owners who use the roads of the Project during winter. The Board of Trustees in its sole discretion shall determine the amount of such assessment and the Owners upon whom the assessment shall be imposed, which determination need not be authorized or put to a vote of the Owners; provided, however, that the total assessment in the aggregate shall not exceed the reasonable cost of repairs. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Notice in writing of the amount of such special assessments and the time of payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable.

III. Article VIII, Section 8.7 of the Declaration shall be deleted in its entirety and the following shall be inserted in lieu thereof:

8.7 Personal Obligation of Owner: The amount of any annual or special assessment against any lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. In any such action, the Association shall be entitled to recover its costs, including without limitation reasonable attorneys' fees and court costs, from the Owner. Each Owner hereby waives any defense it might assert with respect to the statute of limitations in an action maintained by the Association to recover a money judgment for any annual or special assessment for which the Owner is responsible. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his lot.

IV. Article IX, Section 9.14 of the Declaration shall be deleted in its entirety and

9.14 No Temporary Structures: No tents, travel trailers, campers, motor homes, or other temporary building or

improvements may be used on the project as a permanent dwelling. However, for the purpose of construction on a permanent dwelling for the length of two years, weekend recreation, or normal vacationing during the spring, summer, and fall, the above may be used as a short-term temporary dwelling. All temporary dwellings must have toilet facilities contained within, to be disposed of off-site of Lake Rockport Estates property. All temporary and short-term dwellings must be removed from the project by October 1st, unless prior approval for extension has been given in writing by the Board of Trustees.

No other provision of the Declaration shall be affected by this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above written.

LAKE ROCKPORT ESTATES PROPERTY OWNERS ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION

Charles F. Hecker
Charles F. Hecker, President

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

On the 4 day of August, 1998, personally appeared before me Charles F. Hecker, known by me to be the signer of the foregoing instrument, who, being by me first duly sworn, declared that he is a duly appointed officer of Lake Rockport Estates Property Owners Association, Inc., that he signed the foregoing instrument in his capacity as such, and that the statements contained therein are true.

Tina Snow
Notary Public
Residing at Utah State U.

My commission expires:

June 10 2001
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