

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
WOLF CREEK RESORT MASTER ASSOCIATION, INC.**

(Procedures and Rules Relating to Enforcement of Declaration)

In accordance with Section 16-6a-813 of the Utah Revised Nonprofit Corporation Act, the undersigned, being all the directors of the board of directors (the "Board") of Wolf Creek Resort Master Association, Inc., a Utah nonprofit corporation (the "Association"), hereby adopt the following Resolution as if duly adopted by unanimous vote of the directors at a meeting of the Board.

Capitalized terms used but not defined in this document will have the meanings attributed to them in the Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort made as of May 15, 2002, and recorded October 18, 2002, as Entry No. 1882728 in Book 2275 at Page 460 of the official records of Weber County, Utah, as amended by the First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort made as of January 5, 2007, and recorded January 9, 2007, as Entry No. 2234358 in the official records of Weber County (the "Master Declaration").

RECITALS

A. The Master Declaration set forth the authority of the Board to enforce the governing documents in Section 7.4.

B. The Board has become concerned that there is no specific monetary penalty system for those that violate the Declaration, nor a standard Notice set forth in Section 3.24 of the By-Laws which sets forth the Enforcement procedure.

C. The Board has determined in the exercise of its business judgment and reasonableness on behalf of the Association and its Members that the Project and community will be best served by adopting a procedure addressing Notice and monetary penalty when the Declaration is violated .

D. The Board now desires to adopt a resolution to outline the procedure for handling the imposition of monetary penalties and notice of such penalty for Declaration violations.

IT IS THEREFORE RESOLVED that Board duly adopts the following procedure and rules regarding Declaration violations:

I. ROUTINE VIOLATIONS

1.1 Any single or continuing violation of the Covenants may be enjoined in an action brought by the Association or any Owner. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and costs of court.


1.2 The Association may impose the following fines in connection with any violation hereunder:

1.	Original Violation:	\$50.00
2.	First Recurrence of same violation:	\$100.00
3.	Second Recurrence of same violation:	\$250.00
4.	Third Recurrence of same violation:	\$500.00
5.	Subsequent Recurrences of same violation:	\$1,000.00

- 1.3 The foregoing amounts may be adjusted by the Association for inflation. The failure to cure a violation within ten (10) days (or such longer period as the Board shall grant in its sole discretion) after receipt of notice of the imposition of a fine related thereto shall constitute a recurrence of such violation. Any fine which is not paid within thirty (30) days after notice thereof is issued shall bear interest from such date at the Default Rate, and there shall be added thereto reasonable attorneys' fees (whether or not legal action is commenced) and, if legal action is commenced, the costs of such action. All fines and charges (collectively, "Charges") related to a Lot, the occupants thereof or a particular Owner shall be the personal obligation of such Owner and shall be secured by a lien that may be foreclosed as a mortgage under Utah law.
- 1.4 The form of the Notice referenced in Section 3.24(a) of the Bylaws shall be in substantially the same form as that attached hereto as Exhibit "A". The Notice letter that a lien will be filed for the violation penalties will be in substantially the same form as that attached hereto as Exhibit "B".
- 1.5 This Resolution is intended to supplement the procedure set forth in Section 3.24 of the Bylaws.
- 1.4 Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These Covenants are to be construed as being in addition to those remedies available at law.
- 1.5 The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- 1.6 The failure to take enforcement action shall not be construed as a waiver of the Covenants in the future or against other similar violations.

DATED as of the 11 day of March, 2010.

DIRECTORS:



 Robert L. Thomas



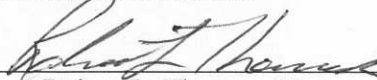
 Janet Cox



 Jeff Heilbrun

AGREED TO AND APPROVED:

WOLF CREEK PROPERTIES, LC,
 a Utah limited liability company and "Declarant" under
 the Master Declaration

By 

 Robert L. Thomas, Manager

EXHIBIT A
LETTER OF NOTICE

WOLF CREEK UTAH RESORT MASTER ASSOCIATION
PO BOX 658 EDEN UTAH 84310
801-745-3737

<DATE>

<NAME AND ADDRESS>

Re: <PROPERTY AT ISSUE>

It has come to the attention of the Board of Directors of Wolf Creek Utah Resort Master Association that your property, <Property at issue> is in violation of <Section number of Master Declaration> of the Wolf Creek Utah Resort Master Declaration which states: <quote of the section in violation>. A fine in the amount of \$50.00 will be assessed for said violation on <date 10 days from date of notice>, unless the violation is corrected by this date.

- | | |
|--|------------|
| 1. First Recurrence of same violation: | \$100.00 |
| 2. Second Recurrence of same violation: | \$250.00 |
| 3. Third Recurrence of same violation: | \$500.00 |
| 4. Subsequent Recurrences of same violation: | \$1,000.00 |

Please note that the failure to cure a violation within ten (10) days after receipt of notice of the imposition of a fine related thereto shall constitute a recurrence of such violation

Should you disagree that your property is violation of the Master Declaration, contact us within 10 days of the date of this notice to request a hearing. Please refer to Section 3.24 of the By-laws of Wolf Creek Resort Master Association, Inc. for the hearing process.

Thank you for your cooperation,

The Board of Directors

EXHIBIT A
LETTER OF NOTICE OF LIEN

WOLF CREEK UTAH RESORT MASTER ASSOCIATION
PO BOX 658 EDEN UTAH 84310
801-745-3737

<DATE>

<NAME AND ADDRESS>

Re: <PROPERTY AT ISSUE>

This letter is to inform you that the Board of Directors of Wolf Creek Utah Resort Master Association will file a lien with Weber County against your property known as <property at issue> in the amount of fines due for failure to remedy the violation of <Section number of Master Declaration> of the Wolf Creek Utah Resort Master Declaration which states: <quote of the section in violation>, when said fines reach \$250.00. Any fees in connection with this action will be charged to your Master Association account.

Please contact us as soon as possible to discuss this matter.

Sincerely,

The Board of Directors