AMENDMENT TO BYLAWS
WOLF CREEK RECREATIONAL FACILITIES ASSOCIATION, INC.

This Amendment to Bylaws of Wolf Creek Recreational Facilities Association, Inc. ("Amendment") is dated as of _____ J U N E   2 4 ___, 2003.

RECITALS:

A.   The Wolf Creek Recreational Facilities Association, Inc., a Utah nonprofit corporation (the "Association") operates and governs the use of those certain Recreational Facilities located at the Wolf Creek Resort in Weber County, Utah. Owners of interests in the following projects (the "Participating Projects") at the Wolf Creek Resort are or may become Members of the Association: (1) Wolf Creek Village I; (2) Wolf Creek Village II; (3) WorldMark, The Club at Wolf Creek; (4) Wolf Creek Resort Single Family Lot Subdivisions and/or Wolf Creek Golf Course Lot or Golf Interests.

B.   The Association adopted Bylaws on or about December 19, 1999 (the "Bylaws"). Capitalized terms used and not otherwise defined herein shall have the same meanings as defined in the Bylaws.

C.   The Association desires to amend the Bylaws for the purposes set forth herein. In particular, the Association desires to clarify the notice and voting procedures.

D.   Pursuant to Section 14 of the Bylaws, the Association has obtained the affirmative votes of members holding a majority of the votes of the Association present in person or by proxy at a meeting duly called for such purpose in order to properly enact this Amendment.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

AMENDMENT

1.   Notice of Association Information. Delivery by the Association of all information required to be sent to Members, including but not limited to notice of annual meetings, special meetings, special assessments, budgets, written ballots and proxies (collectively, "Association Information"), shall be deemed fair, reasonable and properly delivered if delivered to (a) the President of each respective Participating Project on behalf of the Members who own an interest in a Unit; and (b) to the representative ("WCA Agent") of Wolf Creek Associates, a Utah limited partnership, as Wolf Creek Associates shall designate in writing on behalf of each Member who is an owner of a Golf or Lot Interest. Wolf Creek Associates has agreed to at all times designate the WCA Agent in writing. The President of each respective Participating Project and the WCA Agent are collectively referred to in these Bylaws as the "Member Representatives", and individually referred to as a "Member Representative". Each Member Representative is charged with the duty and responsibility to distribute any or all Association Information to the underlying Members that he or she represents in accordance with the Participating Projects' governing documents in accordance with these Bylaws as to the WCA Agent. The RFA shall give notice to each Member Representative of all Member meetings of the RFA pursuant to the provisions of the Bylaws.

2.   Voting. Any and all sections or provisions of the Bylaws pertaining to the number of votes for each Unit or Lot or Golf Interest owned by a Member, and any other provision related to the number of votes that a Member may exercise for any purpose whatsoever

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under the Bylaws, including without limitation Sections 1 and 2, are hereby amended and restated by this Amendment. There shall be 100 total votes of the Association, and each Participating Project on behalf of its Members and their Memberships shall have the following number of votes:

    a.   Wolf Creek Village I shall have 10 votes;

    b.   Wolf Creek Village II shall have 12 votes;

    c.   WorldMark, The Club at Wolf Creek shall have 45 votes; and

    d.   Wolf Creek Associates shall have 33 votes.

Each Member Representative, on behalf of the Members that he or she represents, hereby acknowledges and agrees that the number of votes assigned above to each Participating Project on behalf of its Members and their Memberships are in direct proportion to the pro rata share of each Member's assessment obligations described in Section 9 of the Bylaws.

3.   Exercise of Voting Rights. The vote of each Member shall be exercised by the Member Representative of each Participating Project, or his or her agent, at every meeting of the Association. The Member Representative, or agent thereof, shall be entitled to attend any meetings of the Association. The Member Representative may cast the votes assigned to each Membership as he or she, in his or her sole and exclusive discretion, deems appropriate. The Member Representative is not required to allocate or divide his or her votes according to his or her constituency's affirmative and negative voting response. A Member Representative may vote in person or by proxy. However, a Member Representative may give a proxy only to the Board of Trustees of the Association or to a manager or another board member of the Participating Project that he or she represents.

4.   Amendment Provisions Control. In the event of a conflict between the Bylaws and this Amendment, the terms, provisions and intent of this Amendment shall control.
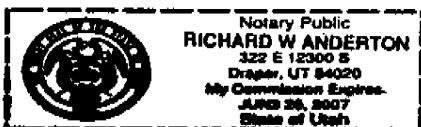
5.   No other Amendments Intended. This Amendment shall be considered supplemental to the Bylaws and except as expressly amended by the foregoing, the Bylaws shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by this Amendment.

6.   Certification. By signing below, the President of the Association hereby certifies that this Amendment has been duly authorized and approved by the Members in accordance with Section 14 of the Bylaws.

EXECUTED this 23 day of December, 2003, by the undersigned, on behalf of the Board of Trustees of the Association.   E# 2036899 PG2 OF2

WOLF CREEK RECREATIONAL FACILITIES ASSOCIATION, INC., a Utah nonprofit corporation

By _____

Its _____PRESIDENT_____

Acknowledged Signature of Robert T. Coffin
12/23/03, Richard W. Anderton, Notary Public