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Lots 1, 2 and 3, Last Dollar P.U.D.**Special Rule and Regulation**

On June 2, 2006 (the "**Effective Date**"), 75.86% of the Members of the Last Dollar P.U.D. Association (the "**Association**") approved and adopted the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and First Amended and Restated By-Laws (the "**Restated Declaration and Bylaws**").

In connection with that approval of the Restated Declaration and Bylaws, the Owner of Lot 2 in the Development (as defined in the Restated Declaration and Bylaws) raised concerns to the Board (as defined in the Restated Declaration and Bylaws) about the effect of language contained in Paragraph 8.6 of the Restated Declaration and Bylaws (the "**New Paragraph 8.6**") on the grants of certain easement rights relating to Lots 1, 2 and 3 contained in the Original Declaration (as defined in the Restated Declaration and Bylaws) and/or subsequent amendments thereto (the "**Original Easement Grants**").

Specifically, the Owner of Lot 2 expressed to the Board concern regarding the language in the New Paragraph 8.6 indicating that the referenced grant of a 10-foot wide easement was "*declared, granted, confirmed and conveyed for the purpose of constructing and/or maintaining in its current location a private driveway for the mutual benefit of the respective Owners of said Lots 1, 2 and 3*" (emphasis added).

The concern expressed by the Owner of Lot 2 focused on a belief that the emphasized language (i.e., "*in its current location*") might be construed as expanding and/or altering the Original Easement Grants.

For purposes of clarifying that nothing contained in the New Paragraph 8.6 is intended to expand, limit or alter the legal effect of the Original Easement Grants, and that no such interpretation or effect shall result in the future without the express written consent of the Owners of all of Lots 1, 2 and 3, the Board hereby adopts the following Special Rule and Regulation:

Lots 1, 2 and 3 Special Driveway Easement Rule and Regulation

Nothing contained within the New Paragraph 8.6 of the Restated Declaration and Bylaws adopted by special ballot election as of the Effective Date by 75.86% of the Association Members shall in any manner be construed, implemented, or enforced so as to expand, limit or alter in any manner the grant of a 10-foot wide driveway easement (five feet in width on either side of the lot line dividing Lots 2 and 3 to the easterly lot line of Lot 1) referenced in the Original Declaration, any Plats (as defined in the Restated Declaration and Bylaws) and/or any amendments thereto prior to adoption of the Restated Declaration and Bylaws as of the Effective Date. Specifically, the language in the New Paragraph 8.6 referencing the easement "*for the purpose of constructing and/or maintaining in its current location a private driveway*" shall be construed, implemented and/or enforced to allow the construction and/or maintenance of private driveway improvements only to the extent that these are currently constructed and maintained in the existing (and reconfirmed) 10-foot wide easement location. Any other interpretation, implementation and/or enforcement of rights to construct or maintain driveway improvements on either Lot 2 or Lot 3 shall only be allowed with the express written approval of all Lots 1, 2 and 3 Owners – except to the extent that legal rights and/or claims otherwise may have existed and/or have been claimed or have been claimable by any of the Lot 1, 2 and/or 3 Owners prior to the Effective Date, and independently from anything contained in the New Paragraph 8.6.

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