

**AMENDED AND RESTATED BY-LAWS OF THE  
PARK REGENCY TIMESHARE ASSOCIATION, INC.  
A Utah Nonprofit Corporation**

ARTICLE I  
IDENTIFICATION

1.1 Name. The name of the corporation is Park Regency Timeshare Association, Inc., a Utah Nonprofit (hereinafter the "Association").

1.2- Principal Office.— The principal office of the Association is hereby fixed and located at 1710 Prospector Square, Park City, Utah 84060

1.3- Bylaws and Applicability. The provisions of these Bylaws are applicable to that timeshare project known as Park Regency (herein the "Project"), which is located in the city of Park City, County of Summit, ~~S~~State of Utah and is more particularly described as:

Lots 33, 34-A, 34-B and 35, PROSPECTOR SQUARE SUBDIVISION, according to the Amended Plat of Prospector Square Subdivision filed with the Summit County Recorder's Office (the "Property").

All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws, as the same may be amended from time to time as herein provided. The mere acquisition of a Timeshare Estate, or use of any of the Timeshare Estates or common areas in the Project, or the use of any of the facilities will signify that these Bylaws are accepted, ratified, and will be complied with.

1.4 Definitions. Each and every definition set forth in Article ~~I~~ of the Declaration of Conditions, Covenants and Restrictions for Project and subsequent amendments thereto (hereinafter the "Declaration") shall have the same meaning here as therein, and each and every such Definition is incorporated by reference herein and made a part hereof.—

ARTICLE II

## MEMBERSHIP

2.1 Membership. Every person or entity who or which is an owner of record of a Timeshare Estate in the Project shall be a member of the Association. The foregoing is not intended to include persons or entities ~~whothat~~ hold an interest in the Project merely as security for the performance of an obligation. In the event that more than one person or entity owns Timeshare Estate in the Timeshare Project, all such owners shall have equal fractional interests as set forth in section 2.2 of this Article II.

2.2 Votingg Rights. The Association shall have ~~twoone~~ (21) ~~classes~~ of voting membership, ~~as follows:~~

~~Class A. The Class A mMembers shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Timeshare Estate owned. When more than one person holds such Timeshare Estate, all such persons shall be members, however, the vote for such tTimeshare eEstate shall be exercised as the several owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any single Timeshare Estate.~~

~~Class B. The Class B members shall be the Declarant, and shall be entitled to one (1) vote for each Timeshare Estate owned in the Project upon which Declarant is then paying the appropriate monthly assessments provided for hereinbelow. The Class B member shall cease and be converted to Class A membership when the total outstanding votes held by the Declarant falls below twenty percent (20%) of the membership of the Association.~~

Any provision in the governing instruments calling for membership approval of action to be taken by the Association, ~~except provisions with respect to the action to enforce the obligations of the Declarant,~~ will require the vote or written assent of the prescribed percentage of ~~both the Class A voting Power and the vote or written assent of the Class B member. Upon the conversion of Class B membership to Class A memberships, the vote or written assent of a prescribed percentage of the total Voting Power of the Association and the vote or written assent of a prescribed percentage of the voting Power of the members other than the Declarant will be required.~~

2.3 Voting. If more than one (1) party is record owner of a Timeshare Estate, the vote for that Timeshare Estate shall be as decided by said parties between themselves by majority vote among themselves, determine how they shall cast their vote. In the

event the multiple owners do not take action, then the Board ~~of Governors of~~(as such term is defined in the ~~timeshare owners association~~Declaration) shall accept no such vote for that Timeshare Estate.

Any vote (except for the election of Board members) may be via voice or by ballot; ~~provided, however, that elections for Trustees.~~ If a quorum is present, the affirmative vote of the majority of the Voting Power represented at the meeting and entitled to vote on such matter shall be deemed the act of the members, unless the vote of a greater number is required by the Declaration of the Bylaws.

2.3.1 Election of Board Members. All elections for Board members must be by secret written ballot. ~~If a quorum is present, except with respect to the election of Trustees, the affirmative vote of the majority of each class of membership represented at the meeting and entitled to vote on such matters shall be deemed the act of the members, unless the vote of a greater number is required by the Declaration or the Bylaws.~~ Every member entitled to vote at any election for ~~Trustees~~Board members shall have the right to cumulate his votes, provided no member shall be entitled to cumulate votes for a candidate or candidates unless such candidate's name or candidate's names have been placed in nomination prior to the voting and the member has indicated at the meeting the member's intention to cumulate votes. If any one member has given such notice, all members may cumulate their votes for candidates in nomination. Under cumulative voting, a member may give one candidate a number of votes equal to the number of votes to which his interest is entitled, or distribute his votes on the same principle among the various candidates as he may see fit. The candidates receiving the highest number of votes entitled to be voted for them, up to the number of ~~Trustees~~Board members to be elected. Unless the entire Board ~~of Governors~~ is removed from office by the vote of the members of the Association, no individual member ~~of of~~ the Board ~~of Governors~~ shall be removed prior to the expiration of his term of office if the number of votes cast against his removal would be sufficient to elect that ~~Trustee~~Board member if voted cumulatively at an election at which the same total number of votes were cast and the entire number of ~~Trustees~~Board member authorized at the time of the most recent election of that ~~Trustee~~Board member were then being elected. If any or all of the ~~Trustees~~Board are so removed, new ~~Trustees~~Board members may be elected at the same meeting.

~~So long as the majority of voting Power resides in the Declarant, no less than twenty percent (20%) of the incumbents on the Board of Trustees shall have been elected solely by the votes of the owners other than the Declarant.~~

~~A Trustee~~2.3.2 Removal of Board Members. A Board member who has been elected to office ~~solely by the votes of members of the Association other than the Declarant~~ may be removed from office prior to the expiration of his term of office ~~only by~~ any of the following processes:

(a) A vote of at least a simple majority of the ~~v~~Voting Power at a duly called and properly held meeting of members of the Association ~~other than the Declarant.~~

#### 2.4 Vesting of Voting Rights.

(b) By the consent of all other Board members at a duly called and properly held meeting of the Board if such Board member is more than ninety (90) days delinquent in paying any assessment.

(c) By the consent of a majority of the other Board members at a duly called and properly held meeting of the Board if such Board member has been convicted of a felony.

(d) By the consent of all other Board members at a duly called and properly held meeting of the Board if such Board member has acted in bad faith or dishonest manner as determined by the other Board members.

2.4 Vesting of Voting Rights. The voting rights attributed to any given Timeshare Estate in the Project ~~as~~ shall vest to and in the ~~o~~Owners thereof on the date that the ~~o~~Owners' interest in the Property is recorded in the office of the Summit County Recorder's Office.

2.5 Transfer. The Association membership held by any owner of a Timeshare Estate shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Timeshare Estate. In the event of such sale or encumbrance, the Association membership may only be transferred, pledged or alienated to a bona fide purchaser of the Timeshare Estate, or to the mortgagee (or third-party purchaser) of such Timeshare Estate upon a foreclosure sale. Any attempt to make a prohibited

transfer is void, and will not be reflected upon the books and records of the Association.

ARTICLE III  
MEETINGS OF MEMBERS

3.1 Place of Meetings. All annual or other meetings shall be held at the Project or at a meeting place as ~~close thereto as possible~~determined by the Board. Member meetings shall not be held outside of the county in which the Project is situated, unless necessitated by unusual conditions.

3.2 Annual Meetings. ~~The first meeting of the Association will be held no later than one (1) year after the sale of the first Timeshare Estate in the Project. At the first meeting, the members of the Association shall elect a Board of Governors to govern the Association. Thereafter, member~~Meetings. Member meetings will be held on an annual basis on: ~~The first~~a Friday in March of each ~~succeeding~~year at ~~8:30 P.M.~~such time as the Board may determine, provided, however, that ~~should that day fall upon a legal holiday, then such meeting of members shall be held at the same time and place on the next day thereafter ensuing which is a full business day~~the meeting shall not be held on a legal holiday. At such meetings, ~~Trustees~~the Board shall be elected, reports of the affairs of the Association shall be considered, and any other business may be transacted which is within the powers of the members of the Association.

3.3 Notice. Written notice of each annual meeting shall be given to each member entitled to vote, either personally or by mail or by other means of written communications, charges, prepaid, addressed to such member at his address appearing on the books of the Association or given by him to the Association for the purpose of notice. If any notice or report addressed to the member at the address of such member appearing on the books of the Association is returned to the Association by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the member upon written demand of the member at the principal office of the Association for a period of one year from the date of the giving of the notice or report to all other members.

All such notices shall be given to each member entitled thereto not less than thirty (30) days nor more than ninety (90) days before each annual meeting. Any such notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit of mailing of any such notice in accordance with the foregoing provisions, executed by the secretary, assistant secretary or any transfer agent of the Association shall be prima facie evidence of the giving of such notice.

Such notices shall specify:

- (a) The place, the date, and the hour of such meeting;
- (b) A brief statement of those matters which the ~~h~~Board, at the time of the notice, intends to present for action by the member;
- (c) If ~~Trustees~~Board members are to be elected, the names, addresses, and a brief biographical sketch of each of the nominees intended at the time of the notice to be presented by management for election.

3.4 ~~Special Meetings~~. Special meetings of the members, for the purpose of taking any action permitted by the members under the Utah ~~Revised~~ Nonprofit ~~Mutual Benefit~~ Corporation ~~Law~~Act and the Articles of Incorporation of this Association, shall be called at any time there is a vote of a majority of a quorum of the Board ~~of Governors~~, or upon receipt of a written request therefore signed by members representing at least five (5%) of the total Voting Power of the Association. No less than ninety (90) days written notice shall be given of such meeting. In addition to the matters required by items (a) and, if applicable, (c) of the preceding Section, notice of any special meeting shall specify the general nature of the business to be transacted and no other business may be transacted at such meeting.

3.5 Quorum. The presence in person or by proxy of ~~o~~Owners holding at least fifteen (15%) of the Voting Power of the membership, ~~excluding the Declarant~~, shall constitute a quorum for the transaction of business at all meetings. If less than thirty-three and one-third percent (33-1/3%) of the total Voting Power of the Association is in attendance, in person or by proxy, at regular or special meetings of the Association, only those

matters of business, the general nature of which was given in the notice of the meeting, may be voted upon by the members. In the absence of a quorum at a member's meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such meeting shall be least ~~fifteen~~ **fifteen** percent (150%) of the total Voting Power of the Association, present in person or by proxy. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason ~~for~~ a new date ~~is~~ fixed for the adjourned meeting, **notice** shall be given to members in the manner prescribed for regular meetings.

—————3.6 Proxies. Every person entitled to vote or execute **consents shall have** the right to do so either in person or by **one or more agents** authorized by a written proxy executed by such person or his duly authorized agent **and filed** with the secretary of the Association. Such proxy shall include the name or names of members who expect to be in attendance in person at the meeting to cast such votes, and such proxies shall contain language which will specify a choice between approval or disapproval or each order of business as proposed to be acted upon by the Association. Any proxy duly executed is not revoked and continues in full force and effect until: (i) an instrument revoking it or a duly executed proxy bearing a later date is filed with the secretary of the Association prior to the vote pursuant thereto; or (ii) the person executing the proxy attends the meeting and votes in person, provided that no such proxy shall be valid after the expiration of thirty (30) days from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force.

3.7 Adjourned Meetingg and Notice thereof. Any members' meeting—, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the members, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at such meeting.

When any members' meeting, either annual or special, is adjourned for reasons other than the absence of a quorum, for forty-five (45) days or more, or if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original

meeting. Except as provided above, it shall not be necessary to give any notice of the time and place of the adjourned meeting or the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

3.8 Validation of Defectively Called or Noticed Meetings. The transaction of any meeting of members, either annual or special, however called and noticed, shall be valid as though it had at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy, and if, either before or after the meeting, (i) each of the persons entitled to vote, not present in person or by proxy, or (ii) who though present, had, at the beginning of the meeting, properly objected to the transaction of any business because the meeting was not lawfully called or convened, or to particular matters of business legally required to be included in the notice, but not so included, signs a written waiver of notice, or a written consent to the holding of such meeting, or gives written approval of the minutes thereof, all such waivers, consents or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

3.9. Action Without A Meeting. Any action, which may be taken by the vote of members at a regular or special meeting, except the election of ~~governing body members where cumulative voting is a requirement~~the Board, may be taken without a meeting if done in compliance with applicable Utah corporation law.

#### ARTICLE IV BOARD OF DIRECTORS

4.1 Powers. Subject to limitations of the Declaration and of the Utah ~~Revised~~ Nonprofit ~~Mutual Benefit~~ Corporation ~~Law~~Act as to action to be authorized or approved by the members, and subject to the duties of ~~Trustees~~the Board as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of the ~~Trustees~~Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the ~~Trustees~~Board shall have the following powers, to wit:

First: Enforce the provisions of the Declaration and Bylaws, as well as, any agreement of the Association.

Second: Adopt and publish Rules and Regulations governing use of the Project, and the personal conduct of the members and their guests thereon, and ~~for the infraction thereof. Rules and Regulations personal conduct of the~~ to establish penalties for the infraction thereof.

Third: Fix, levy and enforce the collection of regular and special assessments in accordance with the Declaration.

Fourth: Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for the infraction of published Rules and Regulations.

Fifth: Exercise for the Association of all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Declarations.

Sixth: Employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties and compensation.

Seventh: Contract and pay for maintenance, gardening, materials and supplies, and services for the care and upkeep of the Project.

Eighth: Contract and pay for all gas, water and electric utilities to the Project.

Ninth: Contract and pay for fire, casualty, liability and other insurance insuring the Project and owners (without limiting any owner of the right to provide such further insurance as such owner may desire).

Tenth: Pay taxes and special assessments, which are or would become a lien on the entire Project.

Eleventh: Enter into any Timeshare Estate when necessary, in connection with the maintenance or construction for which the Association is or may become responsible.

Twelfth: ~~To~~ borrow money and incur indebtedness for the purposes of the Association, and ~~to~~ cause to be executed and

delivered therefore, in the Association name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and security therefore, pursuant to a vote or written consent therefore from a majority of the members of the Association, ~~excluding the vote of the Declarant.~~

Thirteenth: The Board ~~of Governors of the Association~~ shall ordinarily be prohibited from taking any of the following actions, except with the vote or written consent of a majority of the Voting Power of the Association residing in members ~~other than the Declarant.~~

- (i) entering into a contract with a third person, wherein the third person will furnish goods or services for the Project or the Association for a term longer than one year with the following exceptions:
  - (a) a contract with a public utility company if the rates charged for the materials or services are regulated by a public utilities commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.
  - (b) prepaid casualty and/or liability insurance policies, not to exceed three years' duration provided that the policy permits for short rate cancellation by the insured.
  - (c) leases of common furnishings.-
  - (d) ~~a management contract for a term not to exceed five (5) years~~
- (ii) incurring aggregate expenditures for capital improvements to the Project in any fiscal year in excess of five percent (5%) of the budget gross expenses of the Association for that fiscal year.

- (iii) paying compensation to members of the Board ~~of Governors~~members or to officers of the Association for services performed in the conduct of the Association's business, provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

~~(iv) filling of vacancy on the Board of Governors, created by the removal of a Trustee.~~

Fourteenth: By resolution adopted by a majority of the authorized number of ~~Trustees~~Board, ~~to~~ designate an executive and other committee, to consist of two or more ~~Trustees~~Board members, to serve at the pleasure of the ~~Board~~Board. Unless the Board ~~of Governors~~ shall otherwise prescribe the manner of proceedings of any such committee, meetings of such committee will be regularly scheduled in advance or called at any time by any two (2) members thereof; otherwise, the provisions of these Bylaws with respect to notice and conduct of meetings of the Board shall govern. Any such committee, to the extent provided in a resolution of the Board, shall have all of the authority of the Board, except with respect to:

- (i) the approval of any action for which the ~~Utah Revised Nonprofit Mutual Benefit c~~Corporation ~~Law, Act~~ or the Declaration also require member approval;
- (ii) the filling of vacancies on the Board or in any committee;
- (iii) the adoption, amendment or repeal of Bylaws;
- (iv) the amendment or repeal of any resolution of the Board;
- (v) any reassessment or reallocation of member fees and charges; and
- (vi) the appointment of other committees of the Board or the members thereof.-

Fifteenth: In any meeting of the members of the Association, vote (or appoint a proxy to vote) the interests of any Delinquent Owner pursuant to the provisions in the Declaration.

4.2 Duties. It shall be the duty of the Board ~~of Governors~~ to:

First. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meetings of the members, or at any special meeting when such statement is requested in writing by one-fourth of the members so the Association.

Second. Supervise all officers, agents and employees of this Association and see that their duties are properly performed.

Third. Procure and maintain adequate liability and hazard insurance on the Project as set forth in the Declaration.

Fourth. The Board ~~of Governors~~ shall require that all ~~TrusteesBoard~~ members, officers, and employees of the Association handling or responsible for Association funds shall be covered by a fidelity bond. The premium on such bond shall be paid by the Association.

Fifth. Cause the Project, sewer mains and laterals, and fences bounding the Project to be maintained at all times.

Sixth. Cause all buildings and other improvements situated within the Project to be maintained as set forth in the Declaration.

Seventh. Do any act directed by the majority of the ~~o~~Owners, unless such act is contrary to the Declaration and these Bylaws.

Eighth. In addition to duties imposed by these Bylaws, be responsible for such other duties, which may be imposed by resolutions adopted by the Association at meetings called for the purpose.

Ninth. Employ, for the Association, a Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties listed in paragraphs "Fifth" and "Sixth" of this Article.

4.3. Number and Qualifications of ~~TrusteesBoard~~ Members. The authorized number of ~~TrusteesBoard~~ members shall be five (5) until changed by amendment of the Articles of Incorporation, the Declaration or of these Bylaws.

4.4 Election and Term of Office. ~~At the 1991 Annual Meeting of the Members,~~ ~~f~~Five (5) ~~TrusteesBoard~~ members shall be elected initially, three for two-year terms and two for one-year terms. At

each ~~subsequent~~ Annual Meeting of the Members, ~~TrusteesBoard members~~ shall be elected to fill the expired terms, and shall serve two--year terms.

4.5. Vacancies. A vacancy on the Board ~~of Governors~~ shall be deemed to exist in case of (i) death, resignation or removal of any ~~TrusteeBoard members~~, (ii) a ~~TrusteeBoard members~~ having been declared of unsound mind by order of the court or convicted of a felony, (iii) a decision to increase the authorized number of ~~TrusteesBoard members~~, or (iv) failure of the members to elect the full authorized number of ~~TrusteesBoard members~~ to be voted for at any annual or special meeting of members at which any ~~Trustee or Trustees areBoard member(s) is~~ to be elected.

Vacancies on the Board ~~of Governors, except for vacancy created by the removal of a Trustee,~~ may be filled by a majority vote of the remaining ~~TrusteesBoard members~~, though less than a quorum, or by a sole remaining ~~TrusteeBoard member~~, and each ~~TrusteeBoard member~~ so elected shall hold office until his successor is elected at an annual or a special meeting of the members. A vacancy on the Board ~~of Governors~~ created by the removal of a ~~TrusteeBoard member~~ by the ~~b~~Board may only be filled after obtaining the vote of a majority of the members.

~~The members may elect a Trustee or Trustees at any time to fill any vacancy or vacancies not filled by Trustees, any such election shall require the consent of the holders of a majority of the outstanding membership.~~

~~Any Trustee, Any Board member~~ may resign effective upon giving written notice to the president, the secretary or the Board ~~of Governors of the Association,~~ unless the notice specifies a later time for the effectiveness of such resignation. If the Board ~~of Governors~~ accepts the resignation of a ~~TrusteeBoard member~~ tendered to take effect at a future time, the Board or the members shall have the power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of ~~TrusteesBoard members~~ shall have the effect of removing any ~~TrusteeBoard members~~ prior to the expiration of this term of office.

4.6 Place of Meeting. Regular and special meetings of the Board ~~of Governors~~ shall be held within the Project ~~or at another location as determined by the Board.~~

4.7. Organization Meeting. Immediately following each annual meeting of members, the Board ~~of Governors~~ shall hold a regular meeting at the place of said annual meeting for the purpose of organization, election of officers, and the transaction of other business. Call and notice of such meetings are hereby dispensed with.

4.8. Other Regular Meetings. Other regular meetings of the Board ~~of Governors~~ shall be held quarterly without call at the place within the Project ~~or another location as determined by the Board~~ and at a time designated by the newly elected Board ~~of Governors~~. Notice of all such regular meetings of the Board ~~of Governors~~ shall be posted at the prominent place or places in the common area and shall be communicated to each ~~Trustee~~Board member not less than thirty (30) days prior to the meeting; provided, however, that notice of a meeting need not be given to any ~~Trustee~~Board member who has signed a waiver of notice or a written consent to holding of the meeting.

4.9 Special Meetings. Special meetings of the Board ~~of Governors~~ for any purpose or purposes shall be called at any time by the president of the Board, or by any two (2) ~~Trustees~~Board members.

Written notice of the time and place of special meetings shall be delivered personally to each ~~Trustee~~Board member or communicated to each ~~Trustee~~Board member by telephone, or be telegraph or mail, charges prepaid, addressed to him at his address as it is shown upon the records of the Association or, if it is not so shown on such records or is not readily ascertainable, at the place at which the meetings of the ~~Trustees~~Board are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least fifteen (15) days prior to the time of the holding of the meeting. In case such notice is delivered, personally or by telephone, as above provided, it shall be so delivered at least fifteen (15) days prior to the time of the holding of the meeting. In addition to anyone of the hereinabove described methods for providing notice, notice must also be posted in a prominent place or places in the common area not less than fifteen (15) days prior to the scheduled time of the meeting such mailing, telegraphing, posting or delivery, personally or be telephone, as above provided, shall be due, legal and personal notice to such ~~Trustee~~Board member.

Regular and special meetings of the Board ~~of Governors~~ shall be open to all members of the Association provided, however, that

Association members who are not on the Board ~~of Governors~~ may not participate in any deliberation or discussion unless expressly so authorized by a vote of a majority of a quorum of the Board ~~of Governors~~. The Board ~~of Governors~~ may, however, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon such matters it deems appropriate. The nature of any and all business to be considered in executive session shall first be announced in open session.

Any notice shall state the date, place and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted at that meeting.

4.10 Minutes of Meeting~~gs~~. Minutes of all meetings of the Board ~~of Governors~~ shall be distributed to each of the members of the Association within sixty (60) days after all meetings of the Board ~~of Governors~~.

4.11 Action Without Meeting~~g~~. Any action by the Board ~~of Governors~~ may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such ~~TrusteesBoard~~ members. Any action so taken by the Board shall be posted in a prominent place within the Project within three (3) days after all of the written consents have been obtained.

4.12 Action at a Meeting~~g~~: Quorum and Required Vote. Presence of a majority of the authorized number of ~~TrusteesBoard~~ members at a meeting of the Board ~~of Governors~~ constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting as permitted in the preceding sentence constitutes presence in a person at such meeting. Every act or decision done or made by a majority of the ~~TrusteesBoard~~ present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board ~~of Governors~~, unless a greater number, or the same number after disqualifying one or more ~~TrusteesBoard~~ members from voting, is required by law, by these Bylaws, or the Declaration. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a ~~TrusteeBoard~~ member, provided

that any action taken is approved by at least a majority of the required quorum for such meeting.

4.13 Validation of Defectively Called or Noticed Meetings. The Transactions of any meeting of the Board ~~of Governors~~, however called and noticed or whenever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the ~~TrusteesBoard~~ not present, or who, though present, has prior to the meeting or at its commencement, protested the lack of proper notice to him, signs a written waiver or notice or a consent to holding such meeting or approves the minutes thereof. All such waivers, requests or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

4.14 Adjournment. A quorum of the ~~TrusteesBoard~~ members may adjourn any Board meeting to meet again at a stated day and hour provided, however, that in the absence of a quorum, a majority of the ~~TrusteesBoard~~ members present at any Board meeting, either regular or special, may adjourn such meeting until the time fixed for the next regular meeting of the Board.

4.15 Notice of Adjournment. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting, to the ~~TrusteesBoard~~ members who were not present at the time of adjournment. ~~o~~Otherwise, notice of the time and place of holding an adjourned meeting need not be given to absent ~~TrusteeBoard~~ members if the time and place be fixed at the meeting adjourned.

4.16 Fees and Compensation. No ~~TrusteeBoard~~ member nor member of any committee, which may be formed to assist the Board, shall receive compensation, however, any ~~TrusteeBoard~~ member or member of a committee may be reimbursed for his actual expenses in the performance of his duties.-

4.17 Conflicts of Interest. If any Board member is aware that the Association is about to enter into any business transaction directly or indirectly with such Board member, any member of such Board member's family, or any entity in which such Board member has any legal, equitable or fiduciary interest or position, including without limitation as a director, officer, member, partner, beneficiary or shareholder, such Board member shall:

(a) immediately inform all other Board members of such Board member's interest or position,

(b) disclose all material facts within such Board member's knowledge that bear on the advisability of such transaction from the standpoint of the Association, and

(c) not be entitled to vote on the decision to enter into such transaction.

The Association intends that all contracts, agreements and transactions between the Association and a Board member be fair and reasonable. The purpose of this provision is to prevent a Board member from personally benefiting from his or her position as a Board member to the detriment of the Association or its members.

## ARTICLE V OFFICERS

5.1 Officers. The principal officers of the Association shall be a president, a secretary and a treasurer, all of whom shall be elected by and from the Board ~~of Governors~~. The ~~Trustees~~Board may appoint an assistant secretary, and such other officers as in their judgment may be necessary. Any person may hold more than one (1) office, except that the same person cannot be president and secretary.

5.2 Election. The officers the Association, except such officers as may be appointed in accordance with the provisions of section 5.3 or section ~~5.5~~ of this Article, shall be chosen annually by the Board and each shall hold his office until he is disqualified from office or until his ~~success or shall be disqualified~~ successor is elected and qualified.

5.3. Subordinate Officers, Etc. The Board ~~of Governors~~ may appoint, and may empower the president to appoint such other officers as the business of the Association may require. Each of whom shall hold office, for such period, have such authority and perform such duties as provided in the Bylaws or as the Board ~~of Governors~~ may from time to time determine.

5.4 Removal and Registration. Any officer may be removed either with or without cause, by a majority vote of the Board ~~of Governors~~, at any regular or special thereof, and his successor elected.

Any officer may resign at any time by giving written notice to the Board ~~of Governors~~ or to the president, or to the secretary of the Association, without prejudice, however, to the rights, if any, of the Association under any contract to which such officer is a party. Any such resignation shall take effect at the date of receipt of such notice, or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause should be filled in the manner prescribed in the Bylaws for regular appointments to such office.

5.6 President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board ~~of Governors~~, have general supervision, directions and control of the business and officers of the Association. He shall preside at all meetings of the members, and at all meetings of the Board ~~of Governors~~. He shall be ex-officio a member of all the standing committees, if any, and shall have the general powers and duties of management, usually vested in the officer of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board ~~of Governors~~ or the Bylaws.

5.7 Vice-President. In the absence or disability of the president, the vice-president designated by the Board ~~of Governors~~, shall perform all the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. The vice-president shall have such other powers and perform such other duties as from time to time may be prescribed by the Board ~~of Governors~~ or the Bylaws.

5.8 Secretary. The secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office and such other places as the Board ~~of Governors~~ may order. A book of minutes of actions taken at all meetings of ~~Trustees~~ the Board and members with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at ~~Trustees'~~ the Board's meetings, the number of members present or represented at members' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office, a membership register, or a duplicate membership register, showing the names of the members and their addresses. The secretary shall give, or cause to be given, notice of all the meetings of the members and of the Board ~~of Governors~~ required by the Bylaws or by law to be given, and shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board ~~of Governors~~ or by the Bylaws.

5.9 Treasurer. The treasurer shall be the chief financial officer of the Association and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the property and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books of account shall at all reasonable times be open to inspection by any ~~Trustee~~~~Board~~ ~~member~~. The treasurer shall deposit monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board ~~of Governors~~. He shall disburse the funds of the Association as may be ordered by the Board ~~of Governors~~, shall render to the president and ~~Trustees~~~~Board~~ ~~members~~, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the Association and shall have such other powers and perform such other duties as may be prescribed by the Board ~~of Governors~~ or the Bylaws.

ARTICLE VI  
RULES AND REGULATIONS

6.1 Adoption. The Board ~~of Governors~~ shall have the power to adopt reasonable rules and regulations for governing the conduct of the members in the use of the common areas. Such rules and regulations may be adopted, amended or repealed at any time by the Board ~~of Governors~~, with or without notice to the membership.

6.2 Publications. The rules and regulations as adopted, amended or repealed by the Board ~~of Governors~~ shall be mailed to each member and posted at a conspicuous location in the common area.

6.3 Violation. Violation of the rules and regulations shall be grounds for temporary suspension of the membership and/or privileges, by the Board ~~of Governors~~, after notice has been given to the offending member and a reasonable opportunity to be heard was afforded.

ARTICLE VII  
-COMMITTEES

7.1 Committees. The Board ~~of Governors~~ shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII  
ASSESSMENTS

8.1 Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate of interest and the Association may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Timeshare Estate.

ARTICLE IX  
MISCELLANEOUS

9.1 Inspection of Association's Books and Records. The membership register, books of account and minutes of meetings of the members of the Board ~~of Governors~~ and committees of the Board ~~of Governors~~ of the Association shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a proper purpose, which is reasonably related to his interest as a member, at the office of the Association or at such other place within the Project as the Board shall prescribe.

The Board ~~of Governors~~ shall establish reasonable rules with respect to:

(a)– notice to be given to the custodian of the records by the member desiring to make the inspection;

(b)– hours and days of the week when such an inspection may be made;

~~(g)~~– (c) payment of the cost of reproducing copies of documents requested by a member. —

Every ~~Trustee~~Board member shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a ~~Trustee~~Board member includes the right to make extracts and copies of documents for proper purposes.—

Neither any member of the Association nor any member of the Board may use the membership register for any improper purpose. An improper purpose includes any purpose that is unrelated to a member's interest as a member and more specifically includes, but is not limited to, using the membership register to solicit money or property, to promote a commercial endeavor, or to sell such information, without the consent of the Board.

9.2 Checks, Drafts, Etc. All checks, drafts or other order for payment of money, notes or other evidences or indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board ~~of Governors~~.

9.3 Annual and other Reports. An annual report consisting of the following shall be distributed within one hundred and twenty (120) days after the close of the fiscal year:  
fiscal year;

(~~ia~~) a balance sheet as of the end of the year;

(~~ib~~)— an operating (income statement) for the fiscal year;

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(iii)– a statement of changes in financial position for the fiscal year;

(d) any information required to be reported under government regulations.

Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income of the Association exceeds \$25,000.

If the report referred to above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

9.4 Contracts, Etc., How Executed. The Board ~~of Governors~~, except as otherwise provided herein, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized by the Board ~~of Governors~~, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

9.5 Inspection of Bylaws. The Association shall keep in its principal executive office, (or otherwise provide upon written request of any members) the original or a copy of the Bylaws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the members at all reasonable times during office hours.

9.6 Construction and Definitions. Unless the context otherwise requires rules of construction and definitions contained in the Articles of Incorporation, the Declaration, and in the Utah ~~Revised Nonprofit Mutual Benefit Corporation Law~~ Act shall govern the construction of Bylaws. Without limiting the generality of the foregoing the masculine gender includes the feminine and<sup>+</sup> neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

ARTICLE X-  
AMENDMENTS

10.1 Requirements. ~~So long as the two-class voting structure provided for herein shall remain in effect, these Bylaws may be amended only by the vote or written assent of fifty-one percent (51%) of the Voting Power of each class of members, at such time as the class B membership shall cease and be converted to class A membership.~~ Amendments of these Bylaws shall be enacted by requiring the vote or written assent of:

~~(i) two-thirds (2/3) of a quorum of the members of the Association; and~~

~~(ii) fifty-one percent (51%) of the votes of members other than the Declarant.~~

Notwithstanding the foregoing, the percentage of a quorum of the members ~~of the votes of members other than the Declarants~~ necessary to amend a specific provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under said provisions.

ARTICLE XI  
DECLARATION OF CONDITIONS COVENANTS AND RESTRICTIONS  
FOR PARK REGENCY CONDOMINIUM OWNERS ASSOCIATION

11.1 Incorporation. The provisions of the Declaration of Conditions, Covenants and Restrictions for Park Regency Timeshare Estate Owners Association recorded in the County Recorder's Office of Summit County on \_\_\_\_\_ as Entry No.

Book \_\_\_\_\_ Page \_\_\_\_\_ are hereby incorporated herein by this reference. In the event of a conflict between the provisions of these Bylaws of the provisions of said Declaration, the provisions of the Declaration shall prevail.

ARTICLE XII-  
LIMITATIONS ON ACTIVITIES

12.1 Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation. Furthermore, this corporation is one, which does not contemplate pecuniary gain or profit to the members thereof, and is organized solely for nonprofit purposes. In no

event shall the net earnings, income or assets of this Corporation be distributed to, or inure to the benefit of, any member, ~~Trustee~~Board member, or officer of this Corporation or to any other private individuals either directly, or indirectly, except upon winding up and dissolution. Upon winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of this Corporation, the remaining assets may be distributed to the members as provided in the Declaration. Notwithstanding the foregoing, without the approval of one hundred (100%) of the members, so long as there is any common area for which this Corporation is obligated to provide management, maintenance, preservation or control;

~~(a) This corporation, or any person or entity acting on its behalf, shall not: —~~

~~(i) transfer all or substantially all of its assets; or~~

~~(ii) file a certificate of dissolution; and~~

~~(b) No court shall enter an order declaring this corporation duly wound up and dissolved.~~

~~(a) This corporation or any person or entity acting on its behalf shall not: —~~

~~(i) transfer all or substantially all of its assets; or~~

~~(ii) file a certificate of dissolution; and~~

~~(b) No court shall enter an order declaring this corporation duly wound up and dissolved.~~