

**AMENDED AND RESTATED BYLAWS OF
PARK PLAZA TIMESHARE OWNER'S ASSOCIATION
A Utah Nonprofit Corporation**

**ARTICLE I
IDENTIFICATION**

1.1 Name. The name of the corporation is Park Plaza Timeshare Owner's Association, a Utah nonprofit corporation (hereinafter the "Association").

1.2 Principal Office. The principal office of the Association is hereby fixed and located at 2060 Sidewinder Drive, Park City, Utah 84068.

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

All of Lot 43, Prospector Square Subdivision according to the official plat thereof, recorded in the Office of the County Recorder of Summit County, Utah (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 Notice of Amendment and Amended and Restated Declaration of Conditions, Covenants and Restrictions for The Park Plaza Resort 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 that 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 a Timeshare Estate in the Timeshare Project, all such persons shall be Members of the Association.

2.2 Voting Rights. The Association shall have one (1) class of voting Membership. Members shall all be Owners, and shall be entitled to one (1) vote for each Timeshare Estate owned, including the Association as to Timeshare Estates owned by the Association. When more than one person holds such Timeshare Estate, all such persons shall be Members, however, the vote for such Timeshare Estate 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. The vote attributed to Timeshare Estates owned by the Association shall be cast as a majority of the Board shall determine.

Any provision in the governing instruments calling for Membership approval of action to be taken by the Association will require the vote or written assent of the prescribed percentage of the Voting Power.

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, to determine how they shall cast their vote. In the event the multiple owners do not take action, then the Board of Directors (as such term is defined in the 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 Board members must be by secret written ballot. 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 or the Bylaws.

2.4 Removal. A Board member who has been elected to office 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 Voting Power at a duly called and properly held meeting of Members of the Association.

(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 (i) acted in bad faith or dishonest manner as determined by the other Board members, or (ii) been absent from three (3) consecutive Board meetings without being excused by the Board.

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

2.6 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 close thereto as is convenient, as 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. Member meetings will be held on an annual basis on: The first or second Saturday in February of each year at such time as the Board may determine, provided, however, that should that day fall upon the meeting shall not be held on 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. At such meetings, any vacancies on the Board caused by the expiration of a Board member's term shall be filled by a vote of the Members, 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 or electronic communications, charges prepaid, addressed to such Member at his address (or e-mail 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 (or e-mail service provider) marked to indicate that the carrier 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 one hundred and twenty (120) 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 or electronic 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 Board, at the time of the notice, intends to present for action by the Members; and

(c) If 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 Corporation 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, or upon receipt of a written request therefor signed by Members representing at least five (5%) of the total Voting Power of the Association. No less than one hundred and twenty (120) 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 Owners holding at least fifteen (15%) of the Voting Power of the Membership 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 ten percent (10%) 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 a proxyholder who is expected 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, not to exceed 12 months.

3.7 Adjourned Meetings 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 been transacted 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 Board members, 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 Corporation Act as to action to be authorized or approved by the Members, and subject to the duties of the Board as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following specific powers, to wit:

First: Enforce the provisions of the Declaration and Bylaws, as well as any contract to which the Association is a party.

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

Third: Fix, levy and enforce the collection of Annual 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 any other infraction of published Rules and Regulations.

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

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 therefor, pursuant to a vote or written consent therefor from a majority of the Voting Power of the Association.

Thirteenth: The Board 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:

(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 an initial 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 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.

Fourteenth: By resolution adopted by a majority of the authorized number of Board members, to designate an executive and other committee(s), to consist of two or more Board members, to serve at the pleasure of the Board. Unless the Board 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 Utah Revised Nonprofit Corporation 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.

4.2 Duties. It shall be the duty of the Board 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 shall require that all Board 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 Owners, unless such act is contrary to the Declaration or 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 Board Members. The authorized number of Board members shall be five (5), unless changed by amendment to these Bylaws. Any natural person who is eighteen years of age or older is qualified to be a Board member if such person is either a Member in good standing or is the properly designated representative of an entity Member in good standing. No Membership, including multiple Memberships under common ownership or control, or Memberships held by more than one person (e.g., husband and wife or co-Owners) may have more than one representative as a Board member.

4.4. Election and Term of Office. Five (5) Board members shall be elected each year for two-year, staggered terms.

4.5. Vacancies. A vacancy on the Board shall be deemed to exist in case of (i) death, resignation or removal of any Board member(s), (ii) removal of a Board member under Section 2.4 hereof, or (iii) failure of the Members to elect the full authorized number of Board members to be voted for at any annual or special meeting of Members at which any Board member(s) is to be elected.

Vacancies on the Board, except for vacancy created by the removal of a Board member under Section 2.4 hereof, may be filled by a majority vote of the remaining Board members, though less than a quorum, or by a sole remaining Board member, and each Board member so elected shall hold office until the balance of the term of the vacated Board seat. A vacancy on the Board created by the removal of a Board member by the Board may only be filled after obtaining the vote of a majority of the Voting Power of the Members.

Any Board member may resign effective upon giving written notice to the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the Board accepts the resignation of a Board

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.

4.6 Place of Meeting. Regular and special meetings of the Board 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 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 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 Board. Notice of all such regular meetings of the Board shall be posted at a prominent place or places in the Common Area and shall be communicated to each 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 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 for any purpose or purposes shall be called at any time by the President of the Board, or by any two (2) Board members. Written notice of the time and place of special meetings shall be delivered personally to each Board member or communicated to each Board member by telephone, or by express mail, by regular mail, or by e-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 Board are regularly held. In case such notice is mailed or sent by express mail, it shall be deposited with the courier at least fifteen (15) days prior to the time of the holding of the meeting. In case such notice is delivered, personally, by e-mail or by telephone, as above provided, it shall be so delivered at least ten (10) 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, and such mailing, e-mailing, posting or delivery, personally or by telephone or e-mail, as

above provided, shall be due, legal and personal notice to such Board member.

Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by a vote of a majority of a quorum of the Board. The Board 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 general 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 Meetings. Minutes of all meetings of the Board shall be distributed to each of the Members of the Association by mail, e-mail, or by posting to an Association website, within sixty (60) days after all meetings of the Board.

4.11 Action Without Meeting. Any action by the Board 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 Board 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; Quorum and Required Vote. Presence of a majority of the authorized number of Board members at a meeting of the Board 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 Board members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number, or the same number after disqualifying one or more Board 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 Board 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, 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 Board members 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 Board 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 Board 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 Board members who were not present at the time of adjournment. Otherwise, notice of the time and place of holding an adjourned meeting need not be given to absent Board members if the time and place be fixed at the meeting adjourned.

4.16 Fees and Compensation. No Board member nor member of any committee, which may be formed to assist the Board, shall receive compensation, however, any Board 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. The 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 of 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 his successor shall be elected or until he is disqualified from office or until his successor is elected and qualified.

5.3. Subordinate Officers, Etc. The Board 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 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, at any regular or special thereof, and his successor elected.

Any officer may resign at any time by giving written notice to the Board 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, 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. He shall be an ex-officio 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 or the Bylaws.

5.7 Vice-President. In the absence or disability of the President, the Vice-President designated by the Board 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 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 may order, a book of minutes of actions taken at all meetings of 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 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 roster, or a duplicate Membership roster, showing the names of the Members and their addresses (the "Membership Roster"). The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board 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 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 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. He shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and Board members, whenever they request it, an accounting 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 or the Bylaws.

ARTICLE VI

RULES AND REGULATIONS

6.1 Adoption. The Board 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, after notice to the Membership.

6.2 Publications. The Rules and Regulations as adopted, amended or repealed by the Board shall be mailed or otherwise distributed or made available to each Member and posted at a conspicuous location in the Common Area or on the resort's website.

6.3 Violation. Violation of the Rules and Regulations shall be grounds for temporary suspension of the Membership and/or privileges by the Board. In the case of suspension of use rights or voting rights for failure of the Member to pay Assessments, such suspension may be automatic by Board policy.

As for suspension for any other violation of the Governing Instruments, such suspension shall be effective only 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 shall have the power to appoint such committees as deemed appropriate in carrying out its purposes.

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 Timeshare Estate 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 Timeshare Estate, 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; Roster. The books of account and minutes of meetings of the members of the Board and committees of the Board 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 its Managing Agent or at such other place within the Project as the Board shall prescribe.

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, to promote a religious or political belief, or to sell such information, without the consent of the Board. The Board may, by resolution, prohibit the distribution of the Roster to requesting Members, in order to protect the privacy of the Members' information, providing the Board provides another reasonable means by which a Member may communicate with other Members as to matters of Association business, such as the requesting Member's candidacy for the Board. Using the Managing Agent or a third-party mailing house, for distribution by mail or by e-mail, shall be an acceptable alternative method of communication. The requesting Member shall pay all of the Association's costs incurred in distributing or in providing for the distribution of materials distributed to the other Members at a Member's request.

The Board 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;

(c) payment of the cost of reproducing copies of documents requested by a Member.

Every 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 Board member includes the right to make extracts and copies of documents for proper purposes.

9.2 Checks, Drafts, Etc. All checks, drafts or other order for payment of money, notes or other evidences of 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.

9.3 Annual and Other Reports. An Annual Report consisting of the following shall be distributed or made available to

Members within one hundred and twenty (120) days after the close of the fiscal year:

- (a) a balance sheet as of the end of the fiscal year;
- (b) an operating (income statement) for the fiscal year;
- (c) 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 \$75,000.

If the Annual 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, 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, 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 Corporation Act shall govern the construction of Bylaws. Without limiting the generality of the

foregoing the masculine gender includes the feminine and 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. These Bylaws may be amended only by the vote or written assent of a majority of those voting, representing at least fifteen percent (15%) of the Voting Power of the Members. Notwithstanding the foregoing, the percentage of the votes of Members 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**

11.1 Incorporation. The provisions of the Notice of Amendment and Amended and Restated Declaration of Establishment of Conditions, Covenants and Restrictions for The Park Plaza Resort recorded in the County Recorder's Office of Summit County on _____ as Entry No. _____ Book Page, as amended from time to time, 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, the Association 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 the Association. Furthermore, the Association 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 the Association be distributed to, or inure to the benefit of, any Member, Board member, or officer of the Association or to any other private individuals either directly, or indirectly, except upon winding up and dissolution. Upon winding up and dissolution of the Association, after paying or adequately providing for the debts

and obligations of the Association, the remaining assets may be distributed to the Members as provided in the Declaration. Notwithstanding the foregoing, without the approval of seventy-five percent (75%) of the Members, so long as there is any Common Area for which the Association is obligated to provide management, maintenance, preservation or control, the Association, 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.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the duly elected, qualified and acting Secretary of Park Plaza Timeshare Owners' Association, a Utah nonprofit corporation, and that the foregoing Amended and Restated Bylaws, comprising 23 pages, including this page, constitute the Bylaws of said corporation as duly adopted by the Board of Directors, effective as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7th day of February, 2015.

Queen Brandt
Secretary