

When recorded please
return to.
354 Big Dutch Drive
Kamas, UT 84036

ENTRY NO. 01178015

11/19/2021 01:55:59 PM B: 2707 P: 1283

Bylaws PAGE 1/16

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY PARK CITY RV RESORT HOA



**BYLAWS
OF
PCR V OWNERS ASSOCIATION, INC.**

**ARTICLE 1
DEFINITIONS AND APPLICATION**

1.1 Purposes. These Bylaws are adopted for the management of the affairs of PCR V Owners Association, Inc. (the "Association"), a Utah non-profit corporation, created on August 24, 2017, by filing the Articles of Incorporation with the Utah Division of Corporations (the "Articles").

1.2 Applicability. The Association was created to operate and govern the development of real property known as PCR V Owners Association, Inc., as more particularly described on the attached *Exhibit A* (the "Property"), pursuant to the Declaration of Covenants, Conditions, Restrictions, and Easements for the Park City Private RV Resort ("Declaration"); to maintain and develop the Property as a highly desirable motorcoach resort; administer and maintain the Common Area for the benefit of the Members; promote the health, safety, and welfare of the Members, their guests and invitees; ensure that all Lots and the Improvements located thereon are high quality; and to engage in any lawful act for which a non-profit corporation may be organized under Utah Law.

1.3 Definitions. Except as otherwise provided herein, the definitions set forth in the Act, the Declaration, and the Articles, and any applicable amendments and supplements thereto or restatements thereof shall control in these Bylaws.

**ARTICLE 2
MEMBERSHIP**

2.1 Membership. Every person who is an Owner, as defined in the Declaration, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Member and Owner may be used interchangeably herein.

2.2 Voting. Each Lot shall have only one (1) vote. Fractional and cumulative voting are prohibited. No votes allocated to a Lot owned by the Association may be cast.

2.3 Suspension of Voting Rights due to Failure to Pay Assessments. During any period in which an Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association, the Owner's voting rights shall be suspended, after thirty (30) days' advanced written notice but without hearing, until the Assessment has been paid.

2.4 Suspension of Voting Rights for Violation of the Governing Documents. In addition to Section 2.3, an Owner's voting rights may also be suspended by the Board, after Notice and Hearing, during any period of violation of any other provision, term, or condition of the Governing Documents.

2.5 Transfer of Membership. Transfers of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant.

ARTICLE 3 MEETINGS OF MEMBERS

3.1 Place of Meeting. Meetings of the Association shall be held at a suitable place convenient to the Owners as may be designated by the Board.

3.2 Annual Meetings. The Annual Meetings of the Members shall be held on the first Saturday of October each year, unless otherwise provided by resolution of the Board. At these meetings, the Trustees shall be elected by the Members, in accordance with the provisions of these Bylaws. The Members may transact other business as may properly come before them at these meetings, including without limitation, adopting and amending budgets; hiring and terminating managing agents and other employees, agents, and independent contractors; making contracts and incurring liabilities; regulating the use, maintenance, repair, replacement, and modification of common elements; causing additional improvements to be made as a part of the common elements; exercising any other powers conferred by the Declaration or Bylaws; exercising all other powers that may be exercised in this state by legal entities of the same type as the Association; and exercising any other powers necessary and proper for the governance and operation of the association.

3.3 Special Meetings. It shall be the duty of the Chairman to call a Special Meeting of the Owners as directed by resolution of the Board or upon a petition signed by Owners possessing at least twenty-five percent (25%) or more of the voting rights of the Association as described herein and in the Declaration and with the same having been presented to the Secretary of the Association. The notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof.

3.4 Notice of Meetings. Except as provided herein, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or emailing (to the last known email address on record), a copy of the notice at least ten (10) days before, but not more than thirty (30) days before the meeting, to each

Member. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four (24) hours before the meeting. The notice shall specify the time, place, and purpose of the meeting as well as a description of all items on the agenda, including any matter to be voted upon by the Members such as a proposed amendment to the Declaration or Bylaws and any proposal to remove an Officer or Member of the Board.

3.5 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and the waiver shall be deemed equivalent to the receipt of notice. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.6 Place of Meetings. Meetings of the Members shall be held within Summit County, unless the Members approve an alternative location by Majority Vote.

3.7 Attendance by Telecommunication. Any or all of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by telecommunication is deemed to be present in person at the meeting and may be counted for purposes of establishing a quorum, as described in Section 3.8 below.

3.8 Quorum of Members. A quorum shall consist of those Members present in person or by proxy at any meeting duly called as required herein for any action except as otherwise provided in the Governing Documents.

3.9 Membership List. At least ten (10) days before any meeting of Members, the Association may prepare a list of Members entitled to vote thereat, arranged by Lot number or alphabetically, showing the address of each Member and the number of votes to which each is entitled. Such list, if prepared, must be open to the inspection of any Member during usual business hours for a period of at least ten (10) days prior to such meeting at the principal office of the Association, and such list shall be produced and kept at the meeting during the whole time thereof and subject to the inspection of any Member who shall be present. However, failure to prepare or make available the list of members does not affect the validity of action taken at the meeting or by means of such written ballot.

3.10 Order of Business. The Board may establish the order of business for all meetings of the Board or Members. Failure to strictly follow standard parliamentary procedure, or Robert's Rules of Order, shall not invalidate any action taken at a meeting of the Board or Members. Generally, at an appropriate time determined by the Board, but before a vote is taken on an issue under discussion, Owners or their designated representatives shall be permitted to speak regarding that issue. The Board may adopt a Policy which places reasonable time

restrictions on persons speaking during any meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue. Issues for discussion are limited to agenda items. If a Member wishes to address an issue at any meeting, he or she must make a written request to the Secretary of the Board at least ten (10) days before notice of the meeting is served on the Members.

3.11 Member Voting. At all meetings of Members, each Member eligible to vote may vote in person or by proxy pursuant to Section 3.12, below. If only one of several Owners of a Lot is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to such Lot. If more than one of the Owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of those Owners. The vote of any legal entity, including a partnership, corporation, or trust, may be cast by any partner, officer, or Trustee of that entity in the absence of express notice of the designation of a specific person by the Board. The chair of the meeting may require reasonable evidence that a person voting on behalf of any legal entity is qualified to vote.

3.12 Proxies for Members' Meetings. The vote allocated to a Lot may be cast under a duly-signed proxy consistent with the Act. All proxies shall be in writing and filed with the Secretary or designee of the Association in advance or at the start of a meeting. Appointment of a proxy is revoked by the Member appointing the proxy through attendance at any meeting and voting in person, or written revocation delivered to the Secretary. A proxy terminates eleven (11) months after its date, unless it provides otherwise.

3.13 Majority Vote. Action of the Association may be taken by Majority Vote for all purposes except where a higher percentage vote is required in the Governing Documents, as amended, or by law.

3.14 Action without Meeting. Any action that may be taken at an annual, regular, or special meeting of the members may be taken without a meeting if the Association delivers, by email or mail, a written ballot to every member entitled to vote, which ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when a) the time by which all ballots must be received by the Association has passed so that a Quorum can be determined; and b) it passes by Majority Vote (unless a higher voting requirement is necessary, as provided herein). All solicitations for votes by written ballot shall: define a Quorum, state the voting requirement necessary to pass the action; specify the time the ballot must be received by the Association to be counted; and be accompanied by written information sufficient to permit each Member to reach an informed decision. A written ballot submitted to the Association hereunder shall not be revoked. Action taken under this Section 4.14 shall have the same effect as an action taking at a meeting of the Members and may be described as such in any document.

ARTICLE 4
BOARD OF TRUSTEES

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Trustees (the "Board") composed of not less than three (3) persons.

4.2 Qualification.

(a) Owners, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board. No more than one (1) Owner, Spouse, or Cohabitant for any Lot may serve on the Board at the same time.

(b) If any Lot is owned by a legal entity, such as a partnership, corporation or trust, any officer, partner or Trustee of that Member shall be eligible to serve as a Trustee and shall be deemed to be a Member for the purposes of these Bylaws.

(c) Once elected, a Trustee may not be more than sixty (60) days delinquent in payment of any Assessment.

(d) Any Trustee who has unexcused absences from three (3) consecutive Board meetings may be removed from the Board, at the Board's sole discretion.

(e) If a Trustee is not qualified, the Trustee's position shall be deemed vacant.

4.3 Powers and Duties. The Trustees shall have the powers and duties necessary for the administration of affairs of the Association and may do all such acts and things as are not prohibited by law, by the Declaration, or by these Bylaws directed to be exercised and done by the Owners. The powers of the Board shall include, but not be limited to, the following:

(a) The authority, without the vote or consent of the Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas; and work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Lot must be repaired;

(b) The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Subdivision Map which has been approved by the vote or consent necessary to authorize such amendment;

(c) The authority to enter into contracts that in any way concern the Project, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained;

(d) The power or authority to convey or transfer any interest in real property, so

long as any vote or consent necessary under the circumstances has been obtained;

(e) The power or authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;

(f) The power and authority to add any interest in real property obtained pursuant to subsection (e) above to the Project, so long as such action has been authorized by the necessary vote or consent;

(g) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the interests of the Owners;

(h) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agent for the Owners; and

(i) Any instrument executed by the Board that recites facts which, if true, would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

4.4 Other Duties. In addition to duties imposed by the Declaration, these Bylaws or by resolution of the Association, the Board shall have the following powers:

(a) Care, upkeep and surveillance of the Project and the Common Areas;

(b) Bringing and defending actions by or against the Association pertinent to the operation of the Project;

(c) Borrowing money on behalf of the Project when required in connection with the operation, care, upkeep and maintenance of the Common Area, provided, however that the Members shall consent, by Majority Vote, at a meeting duly called and held for such purpose in accordance with the provisions of the Bylaws to the borrowing of any sum in excess of twenty thousand dollars (\$20,000);

(d) Collection of monthly assessments from the Owners;

(e) Employing and terminating the employment of employees and independent contractors, purchasing supplies and equipment, entering into contracts and generally having the powers of manager in connection with the Project; and

(f) Such other duties as set forth in the Declaration.

4.5 Management Agent. The Board may engage for the Association the services of a Manager at a compensation established by the Board to perform such duties and services as the Board shall authorize.

4.6 Election and Term of Office The Members shall elect their Board of Trustees at the first Meeting of the Members and annually thereafter. The term of office shall be for staggered two (2) year terms or until a successor is elected.

4.7 Vacancies. Vacancies on the Board caused by any reason (other than removal by the Members) may be filled by appointment by Majority Vote of the Trustees at any time after the occurrence of the vacancy, even though the Trustees present at the meeting may constitute less than a quorum. Each person so appointed shall be a Trustee who shall serve for the remainder of the unexpired term.

4.8 Removal.

(a) One or more Trustees or the entire Board of Trustees may be removed at a Special Meeting of Members called pursuant to these Bylaws, with or without cause, by a Majority Vote of the Members. Notice of a Special Meeting of the Members to Remove Trustees shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the Trustees sought to be removed, as provided herein. Trustees sought to be removed may be present at this meeting and, if present, shall be given the opportunity to speak to the Members prior to a vote to remove being taken. Failure of a Trustee to attend the Special Meeting of Members shall not invalidate the affirmative vote for removal.

(b) In the event of removal of one or more Trustees, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his or her predecessor.

4.9 Compensation. No Trustee shall receive compensation for any service they render as a Trustee to the Association, nor shall a Trustee receive reimbursement for any expenses, including travel, related to Association meetings or business unless unanimously approved by the Board in advance; provided, however, that a Trustee may be reimbursed for printing/copy fees incurred in preparation of an Association meeting without approval of the Board and upon submission of receipts to the Treasurer.

ARTICLE 5 MEETINGS OF TRUSTEES

5.1 Regular Meetings. The Board of Trustees shall hold at least one Annual Meeting after the Annual Meeting of the Members. In addition, the Board may hold such additional regular meetings at such times, place and hour as may be fixed by the Board.

5.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees. If a notice for a special meeting demanded pursuant to this Section is not given by the Board within thirty (30) days after the date the written demand or demands are delivered to the Board, the Trustees signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of Section 6.3 of these Bylaws.

5.3 Notice of Board Meetings. The Annual Meeting of the Board may be held without notice to either the Members or Trustees of the date, time, place, or purpose of the meeting. The Board may also set a schedule of regular meetings by resolution, and no further notice is necessary to constitute regular meetings. All other meetings of the Board shall be preceded by at least two (2) days' electronic notice to the Trustees of the date, time, and place of the meeting, when possible. The notice need not describe the purpose of the meeting.

5.4 Waiver of Notice. Any Trustee may waive notice of any meeting in writing. Attendance by a Trustee at any meeting of the Board shall constitute a waiver of notice. If all the Trustees are present at any meeting, no notice shall be required, and any business may be transacted at the meeting.

5.5 Place of Meetings. Meetings of the Trustees shall be held within Summit County, unless all Trustees consent in writing to another location.

5.6 Open Meetings. All meetings of the Board, or any committee thereof, shall be open to attendance by Members, as provided under the Act. The Trustees or any committee of the Board may hold an executive or closed-door session and may restrict attendance to the Trustees and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. Prior to the time the Trustees or any committee of the Board convene in executive session, the Chair of the body shall announce the general matter of discussion. No Rules and Regulations may be adopted during an executive session of the Board or a Committee thereof. Rules and Regulations may be validly adopted only during a regular or special meeting or after the body goes back into regular session following an executive session. The matters to be discussed at such an executive session shall include only the following matters, as enumerated under the Act:

(a) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;

(b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) Investigative proceedings concerning possible or actual criminal misconduct;

(d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

(f) Review of or discussion relating to any written or oral communication from legal counsel.

Upon the final resolution of any matter for which the board received legal advice or that concerned pending or contemplated litigation, the board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

5.7 Attendance by Telecommunication. A Trustee may attend a meeting of the Board by using an electronic or telephone communication method so long as the Trustee can participate in the deliberations of the other Trustees on any matter properly brought before the Board. In such an event, the Trustee is deemed present and shall be counted for purposes of establishing a quorum, as described in Section 6.8 below, and allowed to vote.

5.8 Quorum. At all meetings of the Board, a majority of the Trustees must be present, in person or by electronic means, to constitute a quorum. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

5.9 Proxies for Board Meetings. For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote for or against that issue, a Trustee may execute, in writing, a proxy to be held by another Trustee. The proxy authorizes the other Trustee to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. A Trustee may not vote by general proxy.

5.10 Consent to Action. A Trustee who is present at a meeting of the Board when action is taken is deemed to have assented to all action taken at the meeting unless:

(a) The Trustee objects at the beginning of the meeting, or promptly upon the Trustee's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(b) The Trustee contemporaneously requests that the Trustee's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The Trustee causes written notice of the Trustee's dissent or abstention as to any specific action to be received by the presiding Trustee of the meeting before adjournment of the meeting or by the Association promptly after adjournment of the

meeting.

5.11 Action without Meeting. Action may be taken without a meeting if all Trustees consent to such action being taken without a meeting and vote for or against the action in writing. The stated action shall be effective only if all written consents on which the Board relies are received within a sixty (60) day timeframe, or less. Action taken hereby shall be effective when the last Trustee's written consent is received by the Board. The stated Action shall have the same effect as action taken at any meeting of the Trustees and may be described as an action taken at a meeting of Trustees in any document.

ARTICLE 6 OFFICERS

6.1 Designation. The principal officers of the Association shall be a Chairman, a Vice Chairman, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Trustees may appoint any Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person. Officers need not be Members of the Association.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board and shall hold office at the pleasure of the Board.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the Trustees, an Officer may be removed, either with or without cause, and their successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

6.4 Chairman. The Chairman shall be the chief executive officer of the Association. They shall preside at all meetings of the Association and of the Board. They shall have all of the general powers and duties which are usually vested in the office of president of any Association or Chairman of any Board, including, but not limited to, the power to appoint executive committees from among the Owners from time to time as they may in their discretion decide is appropriate to assist in the conduct of the affairs of the Association.

6.5 Vice Chairman. The Vice Chairman shall take the place of the Chairman and perform their duties whenever the Chairman shall be absent or unable to act. If neither the Chairman nor the Vice Chairman is able to act, the Board shall appoint some other Trustee to do so on an interim basis. The Vice Chairman shall also perform such other duties as shall from time to time be imposed upon them by the Chairman or the Board.

6.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; they shall have the charge of such books and papers as the Board may direct; and they shall, in general, perform all the duties incident to the office of Secretary.

6.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall

be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. They shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.8 Compensation. No Officer shall receive any compensation for any service they shall render to the Association in that capacity, except for the Secretary or Treasurer, who may receive such compensation, if any, as the Board may determine. Reimbursement of actual expenses may be made upon approval by the Board.

6.9 Execution of Instruments. The President or Treasurer shall have power to execute and deliver on behalf and in the name of the Association any instrument requiring the signature of an officer of the Association, except as otherwise provided in these Bylaws or where the execution and delivery thereof shall be expressly delegated by the Board of Trustees to some other officer or agent of the Association. Unless authorized to do so by these Bylaws or by the Board of Trustees, no officer, agent or employee shall have any power or authority to bind the Association in any way, to pledge its credit or to render it liable pecuniarily.

6.10 Execution of Amendments to Declaration. The President shall have the authority to amend, revise, remove, repeal or add any provision to the Declaration, without Owner or mortgagee approval, only as necessary to conform with any applicable local, state, or federal law.

6.11 Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, and other such instruments shall be signed or endorsed by such officers or agents of the Association as shall from time to time be determined by resolution of the Board of Trustees, which resolutions may provide for the use of electronic signatures.

ARTICLE 7 BOOKS AND RECORDS

7.1 Records. The Association shall keep the following records in written form or in another form capable of conversion into written form within a reasonable time:

- (a) An account for each Lot, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each Assessment comes due, any other fees payable by the Owner, the amounts paid on the account and the balance due;
- (b) An account for each Owner showing any other fees payable by the Owner;
- (c) A list of the names and business or home addresses of its current Trustees and Officers;

(d) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association and the Reserve Fund;

(e) The current operating budget;

(f) A record of any unsatisfied judgments against the Association and the case number and court name and address of any pending suits in which the Association is a defendant;

(g) A record of insurance coverage provided for the benefit of Owners and the Association;

(h) Tax returns for state and federal income taxation;

(i) The most recent annual report, if any;

(j) During the immediately preceding three years, all audited or published financial statements that an Owner may request under the Act;

(k) A record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Owners and of the Board or any committee thereof;

(l) For the immediately preceding three (3) years, minutes of all meetings of Owners and the Board, a record of all actions taken without a meeting, and all correspondence between the Association and Owners;

(m) Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners; and

(n) Copies of the most current versions of the Governing Documents, along with their exhibits and schedules.

7.2 Minutes and Presumptions Thereunder. Minutes or any similar record or the meetings of Members of the Board of Trustees, when signed by the Secretary or acting Secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

7.3 Examination. The books, records and papers of the Association shall at all times, during normal business hours, upon notice of five (5) business days, be subject to inspection and copying by any Member, at their expense, in good faith and for any proper purpose; provided, however, that the Association shall not release those documents determined by the Board to be confidential pursuant to a written policy or applicable law. The Board shall determine reasonable

fees for copying, which shall not exceed the Association's actual cost per page. This Section shall not be construed to affect the right of an Owner to inspect records if the Owner is in litigation with the Association.

(a) Membership List. A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner. Specifically, a Membership List may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an Association election; used for any commercial purpose; or sold to or purchased by any person.

ARTICLE 8 AMENDMENTS

These Bylaws may be amended by Majority Vote of the Members; provided, however, that notice has been sent to all Members pursuant to these Bylaws at least ten (10) days before the meeting regarding the same, which sets forth that the meeting is being conducted for the purpose of amendment and contains a copy or a summary of the amendment or states the general nature of the amendment.

ARTICLE 9 GENERAL PROVISIONS

9.1 Construction. These Bylaws shall be construed wherever possible as consistent with the Declaration, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101 *et. seq.*, as amended (the "Act").

9.2 Conflicts. Wherever there is a conflict between the Declaration or Act and these Bylaws, the Declaration or Act shall control.

9.3 Titles and Headings. The titles and headings contained in these Bylaws are for convenience only and do not define, limit, or construe the contents of these Bylaws.

9.4 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

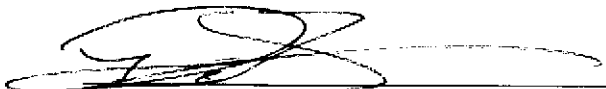
9.5 Fiscal Year. The Board has the right to establish and, from time to time, change the fiscal year of the Association.

CERTIFICATION

The Chairman and Secretary of the Association hereby certify that the Members adopted and approved these Bylaws to be effective as of August 24, 2017 by at least a Majority Vote at a duly-noticed meeting of the Members on November 1, 2021.

PCRV OWNERS ASSOCIATION, INC.
a Utah nonprofit corporation

ATTEST:



Doug Sorensen, President

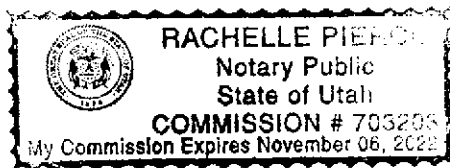



Stephen Sauls, Secretary

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On November 18, 2021 Doug Sorensen, as President of the PCRV Owners Association, Inc. appeared before me and acknowledged and swore to me that the foregoing Bylaws were signed on behalf of the Association by authority of their governing documents.

SEAL



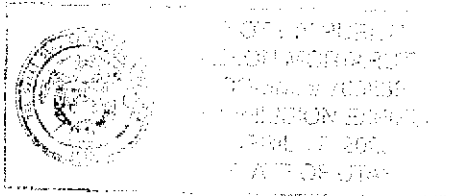


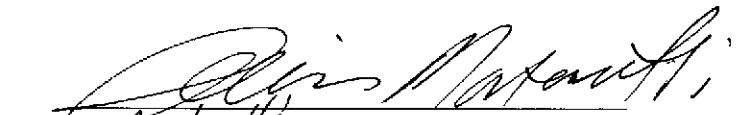
Rachelle Pierce NOTARY PUBLIC

STATE OF UTAH)
) ss
COUNTY OF SUMMIT)

On November 18, 2021 Stephen Sauls, as Secretary of the PCRV Owners Association, Inc. appeared before me and acknowledged and swore to me that the foregoing Bylaws were signed on behalf of the Association by authority of their governing documents.

SEAL





Alison Markworth NOTARY PUBLIC

EXHIBIT A
Legal Description

Together with an undivided interest in the Common Area designed on the final plat thereof.

Real property located in Summit County, Utah and particularly described as:

Beginning at a point which is South 1474.87 feet and West 1330.48 feet and North 01°20'33" West 37.19 feet from the NE corner of Section 13, T1S, R3E, SLB&M, and running thence along an existing fence line and the forty acre line North 01°20'33" West 734.16 feet to the meander line of a creek; thence along said meander line the following 9 courses: thence South 38°25'00" East 253.94 feet; thence South 09°05'00" West 82.00 feet; thence South 75°00'00" East 103.00 feet; thence South 38°49'20" East 163.90 feet; thence South 38°08'23" East 188.95 feet; thence South 77°37'17" West 35.41 feet; thence South 42°38'33" East 58.59 feet; thence South 39°50'02" East 285.00 feet; thence South 15°15'43" East 167.83 feet; thence South 58°39'27" West 184.87 feet; thence North 37°30'00" West 22.42 feet; thence North 28°24'06" West 212.45 feet; thence South 58°39'27" West 406.85 feet to a State Highway right of way, thence North 31°38'41" West 150.31 feet along said right of way to an existing right-of-way monument; thence North 36°19'56" West 205.16 feet along said right of way to an existing fence line and the line described in a Boundary Line Agreement recorded in Book 1002 at page 426; thence North 57°33'44" East 168.32 feet along said fence line and Boundary Line Agreement line to the point of beginning;

LESS AND EXCEPT Lot 1, Park City Private RV Resort, according to the official plat thereof recorded in the real property records of Summit County, Utah.

Also known as:

Lots A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, B-1, B-2, B-3, B-4, B-5, B-6, C-1, C-2, C-3, C-4, C-5, C-6, D-1, D-2, D-3, D-4, D-5, E-1, E-2, E-3, E-4, E-5, E-6, the Common Area, and Lot 2, all as depicted on the Plat for Park City Private RV Resort, according to the official plat thereof recorded in the real property records of Summit County, Utah.

Park City RV Resort

EXHIBIT B

Lot Number		Address	Parcel Number
Lot	2	2200 W Rasmussen Road	PCPRVR-2
Lot	A1	2200 W Rasmussen Road, #A1	PCPRVR-A-1
Lot	A2	2200 W Rasmussen Road, #A2	PCPRVR-A-2
Lot	A3	2200 W Rasmussen Road, #A3	PCPRVR-A-3
Lot	A4	2200 W Rasmussen Road, #A4	PCPRVR-A-4
Lot	A5	2200 W Rasmussen Road, #A5	PCPRVR-A-5
Lot	A6	2200 W Rasmussen Road, #A6	PCPRVR-A-6
Lot	A7	2200 W Rasmussen Road, #A7	PCPRVR-A-7
Lot	A8	2200 W Rasmussen Road, #A8	PCPRVR-A-8
Lot	A9	2200 W Rasmussen Road, #A9	PCPRVR-A-9
Lot	A10	2200 W Rasmussen Road, #A10	PCPRVR-A-10
Lot	A11	2200 W Rasmussen Road, #A11	PCPRVR-A-11
Lot	B1	2200 W Rasmussen Road, #B1	PCPRVR-B-1
Lot	B2	2200 W Rasmussen Road, #B2	PCPRVR-B-2
Lot	B3	2200 W Rasmussen Road, #B3	PCPRVR-B-3
Lot	B4	2200 W Rasmussen Road, #B4	PCPRVR-B-4
Lot	B5	2200 W Rasmussen Road, #B5	PCPRVR-B-5
Lot	B6	2200 W Rasmussen Road, #B6	PCPRVR-B-6
Lot	C1	2200 W Rasmussen Road, #C1	PCPRVR-C-1
Lot	C2	2200 W Rasmussen Road, #C2	PCPRVR-C-2
Lot	C3	2200 W Rasmussen Road, #C3	PCPRVR-C-3
Lot	C4	2200 W Rasmussen Road, #C4	PCPRVR-C-4
Lot	C5	2200 W Rasmussen Road, #C5	PCPRVR-C-5
Lot	C6	2200 W Rasmussen Road, #C6	PCPRVR-C-6
Lot	D1	2200 W Rasmussen Road, #D1	PCPRVR-D-1
Lot	D2	2200 W Rasmussen Road, #D2	PCPRVR-D-2
Lot	D3	2200 W Rasmussen Road, #D3	PCPRVR-D-3
Lot	D4	2200 W Rasmussen Road, #D4	PCPRVR-D-4
Lot	D5	2200 W Rasmussen Road, #D5	PCPRVR-D-5
Lot	E1	2200 W Rasmussen Road, #E1	PCPRVR-E-1
Lot	E2	2200 W Rasmussen Road, #E2	PCPRVR-E-2
Lot	E3	2200 W Rasmussen Road, #E3	PCPRVR-E-3
Lot	E4	2200 W Rasmussen Road, #E4	PCPRVR-E-4
Lot	E5	2200 W Rasmussen Road, #E5	PCPRVR-E-5
Lot	E6	2200 W Rasmussen Road, #E6	PCPRVR-E-6