

When Recorded Return To:

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RACQUET CLUB VILLAGE**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Racquet Club Village (the "Declaration") is executed by the RACQUET CLUB VILLAGE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation (the "Association").

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions of Racquet Club Village No. 1 Subdivision was recorded with the Summit County Recorder's Office on January 18, 1977 as Entry No. 135948, Book 89, Page 400 ("Declaration No. 1").

B. The Declaration of Covenants, Conditions, and Restrictions of Racquet Club Village No. 2 Subdivision was recorded with the Summit County Recorder's Office on February 15, 1978 as Entry No. 144498, Book 109, Page 546 ("Declaration No. 2").

C. The Declaration of Covenants, Conditions, and Restrictions of Racquet Club Village No. 3 Subdivision was recorded with the Summit County Recorder's Office on September 26, 1978 as Entry No. 149704, Book 120, Page 367 ("Declaration No. 3").

D. The First Amendment to Declaration of Covenants, Conditions and Restrictions of Racquet Club Village No. 1 Subdivision, with notation regarding Declarations of Racquet Club Village No. 2 Subdivision and Racquet Club Village No. 3 Subdivision was recorded with the Summit County Recorder's Office on August 4, 1989 as Entry No. 311312 (the "First Amendment").

E. While Declaration No. 1, Declaration No. 2, and Declaration No. 3 (the "Original Declarations") purport to establish separate communities managed by separate homeowner's associations, all three phases of the Racquet Club Village subdivision have been treated and managed as a single community and the separate homeowner's associations were merged prior to the recording of the First Amendment.

F. Consistent with the rights and authority of the Association under the Utah Community Association Act and the Original Declarations, as amended, the Association now desires to amend and restate the Original Declaration by recording this Declaration to: (a) conform to changes in the Utah Community Association Act; (b) streamline and clarify the governance structure and procedures for the Association; (c) clarify and more fully define the respective rights and responsibilities of the Association and Owners; and (d) establish additional covenants, conditions and restrictions for the benefit of the Association, the Owners, and the Community.

G. This Declaration supersedes the Original Declaration, as amended by the First

Amendment, and replaces in its entirety any other declarations or amendments recorded against the Community alone. The provisions herein are established for the mutual benefit and burden of the Association, present and future Owners, occupants, lenders, and others acquiring any interest in the Community.

**NOW, THEREFORE.** for such purposes, the Association, having obtained the approval of at least two-thirds (67%) of the membership of the Association as required by the Original Declarations and the Utah Community Association Act, hereby adopts this Declaration.

## ARTICLE I DEFINITIONS

When used in this Declaration the following terms shall have the meaning indicated.

1.1. "Act" shall mean and refer to the Community Association Act, Utah Code Ann. §§ 57-8a-101 *et seq.*

1.2. "Assessment" shall mean and refer to any monetary charge imposed or levied on a Lot or an Owner by the Association as provided for in this Declaration.

1.3. "Board" or "Board of Directors" shall mean and refer to the body with primary authority to manage the affairs of the Association.

1.4. "Bylaws" shall mean and refer to the Amended and Restated Bylaws of Park City Racquet Club Homeowners Association, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

1.5. "City" shall mean and refer to the Park City Municipal Corporation.

1.6. "Common Areas" shall mean and refer to that part of the Property that is not included within the Lots, including all improvements, other than utility lines, now or hereafter constructed or located thereon.

1.7. "Common Expenses" shall mean and refer to the actual and estimated costs for: (a) maintenance, management, operation, and repairs, for the Community; (b) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorney's consultants, and employees; (c) extermination, security, landscaping, snow removal, and other related services; (d) insurance and bonds required or allowed by this Declaration; (e) the establishment of reserves; (f) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and (g) any other expenses of the Association arising from the operation of the Association and not otherwise defined or precluded by the Governing Documents or any applicable law.

1.8. "Community" shall mean and refer to the Racquet Club Village and all Lots and other property as shown on the Plat.

1.9. "Limited Common Areas" shall mean and refer to those parts of the Common Areas identified as Limited Common Areas on the Plat and which are reserved for the exclusive use and enjoyment of one or more but less than all of the Lots.

1.10. "Living Unit" shall mean and refer to a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot.

1.11. "Lot" shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat. More than one Lot is referred to herein as "Lots".

1.12. "Member" shall mean and refer to a person or entity that holds a membership in the Association.

1.13. "Mortgagee" shall mean and refer to both a first mortgage on any Lot and a first deed of trust on any Lot. The term "Mortgagee" shall include both a mortgagee under a first mortgage on any Lot and a beneficiary under a first deed of trust on any Lot.

1.14. "Owner" shall mean and refer to the person or persons owning in fee simple a Lot in the Community, as such ownership is shown by the records of the Summit County Recorder.

1.15. "Plat" shall mean and refer to the record of survey map or maps for Racquet Club Village and any portions thereof, recorded with the Summit County Recorder's Office, and all recorded amendments thereto.

1.16. "Property" shall mean and refer to the land described in Exhibit A, all improvements and structure thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

## ARTICLE II PROPERTY DESCRIPTION

2.1. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property situated in Summit County, State of Utah more particularly described in Exhibit A attached hereto. The Community is a planned unit development and is not a cooperative or a condominium.

## ARTICLE III HOMEOWNER ASSOCIATION

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. Each Lot shall be entitled to one (1) vote. In the event that there is more than one Owner of a particular Lot, the vote appurtenant to such Lot shall be exercised as such

Owners may determine among themselves. A vote cast by any Owner of a Lot, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to that Lot unless an objection is immediately made by another Owner of that Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. The total Lots in the Community shall equal the total votes of the Association.

3.3. Board of Directors. The governing body of the Association shall be the Board elected pursuant to the Bylaws. Except as otherwise provided in this Declaration or the Bylaws, the Board, in all instances, shall act on behalf of the Association. The Board, on behalf of the Association, shall have and exercise the following powers and authorities:

- 3.3.1. The power to enforce this Declaration, the Bylaws, and any other governing document of the Association by actions in law or equity brought in the Association's name;
- 3.3.2. The power to establish, collect, and account for Assessments as necessary to operate the Community consistent with the requirements of the Declaration and any other governing documents of the Association;
- 3.3.3. The power to retain professional services needed for the enforcement of this Declaration, the Bylaws, or other governing documents of the Association or necessary or desirable for the management of the Community, and to incur expenses for that purpose;
- 3.3.4. 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 other similar easements over, under, across, and through the Property;
- 3.3.5. The authority to enter into contracts which in any way concern the Community, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained;
- 3.3.6. The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;
- 3.3.7. The power and 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;
- 3.3.8. The power to sue or be sued;
- 3.3.9. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary and desirable to aid the Board in carrying out any of its functions or to ensure that the Community is maintained and used in a manner consistent with this Declaration;

- 3.3.10. The power and authority to perform any other acts and enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agent for the Owners;
- 3.3.11. The authority to appear and represent the interests of the Community at all public meetings concerning zoning, variances, or other matters of general application and interest to the Association;
- 3.3.12. Any other power and authority granted under law.

3.4. Enforcement Powers. In addition to the restrictions set forth, the Board may adopt reasonable rules and regulations for the operation of the Community in accordance with the Act (the "Rules"). The Board may assess and collect fines for any and all violations of this Declaration, the Bylaws, and the Rules in the manner and amounts set forth in the notification and fine procedure adopted by the Board. In addition to fines, the Board may also take any other enforcement action authorized by this Declaration, the Rules, or the Act.

3.5. Reinvestment Fee Covenant. The Board may require the transferor/seller or transferee/buyer to pay a fee related to the transfer of a Lot (a "Reinvestment Fee") as provided for in Utah Code Ann. § 57-1-46 in an amount to be determined by the Board and permitted by law. For the purposes of this Section 3.5, a transfer is any change in the ownership of the Lot as reflected in the records of the Office of Recorder for Summit County, Utah, regardless of whether it is pursuant to the sale of the Lot or not. The amount shall be set forth by the Board in the Rules consistent with Utah Code Ann. § 57-1-46 or in the Notice of Reinvestment Fee Covenant. The value of the Lot for purposes of this Section shall be the higher of: (a) the purchase price paid for the Lot, related to the transfer; (b) the value of the Lot as determined by the property tax assessor on the date of the transfer of title; or (c) the value of the Lot on the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Board) and paid for by the Association using an appraiser selected by the transferee of the property from a list of three (3) appraisers selected by the Association. This reinvestment fee covenant may not be enforced against: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (v) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest Association's costs directly related to the transfer of the burdened property, not to exceed \$250 or such other amount as may be established by the law. The Association shall have the authority to record any notice required by law to effectuate this provision. The Association shall have the authority to enact Rules that may include: (1) requirements for Owners to provide sales and transfer documents; (2) requirements for the timing of responses to requests such as the selection of the appraiser; (3) default provisions if no selection is made such as allowing the Association to select the appraiser; and (4) other procedural requirements and rules as the Board deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.

## ARTICLE IV USE RIGHTS OF COMMON AREAS

4.1. Easement of Enjoyment. Except with respect to the Limited Common Areas, each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot.

4.2. Limited Common Areas. Each Member shall have an exclusive right and easement of use and enjoyment in and to that portion of the Limited Common Areas appurtenant or assigned to that Member's Lot. A Member's right of use for garages shall be limited, however, to the parking and storage of motor vehicles, trailers, campers, and other personal property of the Lot Owner, and activities reasonably incident thereto. Such right and easement for Limited Common Area shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot.

4.3. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to suspend a Member's right to the use of any recreational facilities included in the Common Areas for any period during which an assessment on such Member's Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association in accordance with the notice and informal hearing requirements of § 57-8a-309 of the Act;

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(c) The right of Park City or Summit County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by at least sixty-seven percent (67%) of the total vote of the Association.

(e) No Member shall have the right to use any of the Limited Common Areas except that portion thereof that is identified on the Plat by the same number by which that Member's Lot is identified.

## ARTICLE V ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with an ownership interest in a Lot, be deemed to covenant and agree to pay to the Association all Assessments levied by the Association, together with the hereinafter provided for interest and costs of collection, including attorney's fees and costs. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or their Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. This lien has priority over each other lien and encumbrance on a Lot except: (i) a lien or encumbrance recorded before the Original Declarations; (ii) a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (iii) a lien for real estate taxes or other governmental assessments or charges against the Lot.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners, the management, maintenance, care, operation, and preservation of the Community, enhancing and preserving the value of the Community, and in furtherance of carrying out or satisfying any other duty or power of the Association. The use made by the Association of funds obtained from Assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

5.3. Budget. The Board is authorized and required to adopt an annual budget for the upcoming fiscal year prior to the beginning of each fiscal year. The Board may revise that budget from time to time as it deems appropriate. The budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget shall include a line item that identifies the amount to be placed into the reserve fund and may include contingencies as the Board deems appropriate. The Board shall present the adopted budget to the Owners at an annual or special meeting of the members. A budget may be disapproved within forty-five (45) days after the date of the meeting at which the budget was presented if: (i) holders of at least fifty-one percent (51%) of the total votes of the Association vote to disapprove the budget; and (ii) such vote is taken at a special meeting called for that purpose in accord with the requirements set forth in the Bylaws.

5.4. Regular Assessments. Each Lot shall be subject to a regular Assessment to meet the recurring or anticipated Common Expenses of the Association at such intervals as determined by the Board.

5.5. Special Assessments. The Association may levy special Assessments for the purpose of

defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by regular Assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of an improvement or of personal property upon the Common Areas. Any such special Assessment must be assented to by sixty percent (60%) of the votes of the Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.6. Special Assessments to a Particular Lot. Special Assessments may be levied by the Association against a particular Lot and its Owner for:

- (a) Costs incurred in bringing an Owner or Lot into compliance with the provisions of the governing documents;
- (b) The cost of providing benefits, items, or services to a Lot, an Owner, or occupants which primarily benefit that particular Lot or its Owner or occupants;
- (c) Fines, late fees, collection charges, and interest;
- (d) Attorney's fees, costs, and other expenses relating to any of the above.

5.7. Uniform Rate of Assessment. Except as provided in Section 5.6, both regular and special Assessments shall be fixed at a uniform rate for all Lots.

5.8. Certificate Regarding Payment. Upon the written request of any Owner or prospective purchaser or encumbrancer of a Lot and the payment of a reasonable fee as permitted by the Act, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.9. Effect of Nonpayment; Remedies. Any Assessment not paid when due shall, together with interest, late fees, and costs of collection, including attorney's fees and costs, constitute, and remain a continuing lien on the Lot. The Owner of the Lot at the time the Assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the Assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or such other rate as may be determined by the Board and set forth in the Rules and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

## ARTICLE VI OPERATION AND MAINTENANCE

6.1. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair. The Association shall also provide for maintenance

and upkeep of any portion of a Lot which lies between the extremities of the Living Unit situated thereon and the boundaries of the Lot. In addition, the Association shall provide for such maintenance and repair of the exteriors of Living Units (including resurfacing of roofs and repainting, but not including replacement of glass) as may be necessary or desirable to keep them attractive and generally in good condition and repair. In performing its obligations concerning maintenance of Living Unit exteriors, the Association shall employ materials of the same kind and quality, and colors the same, as those which were used in connection with original construction of the item concerned. The provisions of Section 8.2 ("Architectural Control") shall not apply to any maintenance or repair of Living Unit exteriors which is accomplished by the Association.

6.2. Areas of Owner Responsibility. Except to the extent that the maintenance, repair, and upkeep of the Living Unit exteriors has been assigned to or assumed by the Association, each Owner shall be responsible for the maintenance, repair, and upkeep of the Owner's Living Unit. Owners shall also be responsible for the maintenance, repair, and upkeep of the Living Unit windows, exterior doors, mechanisms, and interiors of the garages appurtenant to or assigned to their Lots. Owners are also responsible for the maintenance, repair, and upkeep of deck extensions, provided that the Association may cause decks to be maintained and repaired and assess the costs to the Owners. In the event of damage to a garage door, the Owner of the Living Unit to which the garage is appurtenant shall be responsible for the cost of any repairs to the garage doors, regardless of the cause of the damage. The Association may repair such damage and specially assess the cost to the Owner. No modification of a garage is permitted without prior written approval of the Board of Directors, as the case may be. Decks on which hot tubs are located either must be gated and the gate locked except during use OR hot tubs must be covered and locked at all times when not in use.

6.3. Utilities. The Association shall pay for all utility services furnished to each Lot except telephone and any other services which are separately billed or metered to individual Lots by the utility or other party furnishing such service.

6.4. Insurance. The Association shall secure and at all times maintain the following insurance coverages consistent with the requirements of Part 4 of the Act:

(a) Blanket property insurance or guaranteed replacement cost insurance on the Property insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of coverage may not be less than 100% of the full replacement cost of the Property, excluding items normally excluded from property insurance policies.

(b) Liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas in an amount determined by the Board but not less than \$2,000,000 for any one person injured or for all persons injured in any one accident, and \$100,000 for property damage resulting from one occurrence, provided that the total amount of coverage provided by the Association's property insurance policy is not less than 100% of the full replacement cost of the Property.

6.4.1 The following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance described above, the Association may obtain insurance

against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

(c) The Association shall have the authority and discretion to determine if a loss is submitted to the insurance company.

(d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.

(e) Each policy of insurance obtained by the Association shall, if reasonably possible, provide:

- (i) A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants;
- (ii) that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners;
- (iii) that recovery under the policy is not conditioned on any act or omission of an Owner or Owners;
- (iv) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured;
- (v) that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

6.5. The Association shall secure and at all times maintain Directors and Officers insurance.

6.6. Manager. The Association may carry out through a property manager any of its functions which are properly the subject of delegation. Any manager so engaged shall be an independent contractor and not an employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

## ARTICLE VII USE RESTRICTIONS

7.1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units. No admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas. Each Member shall be liable to the Association for any damage to or destruction of any part of the Common Areas caused, directly or indirectly, by the negligent, willful, or malicious act or omission of such

Member or of any of Member's family guests, lessees, servants, or others who use the Common Areas with such Member's permission, whether express or implied. Owners may not place or store anything on the Common Areas.

7.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.3. Parking. Excluding garages, parking spaces within the Community are limited. Parking is, at all times, available on a first come, first serve basis. Owners and occupants may not park more than one (1) vehicle in the Community parking lots on an ongoing basis. Parking in front of garage doors is not allowed.

7.4. Vehicles; Vehicle Maintenance. No boats, trailers, recreational vehicles, trucks or vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the Common Areas other than Limited Common Areas, except in such portions of the Common Areas as the Association may specify, and subject to such rules and regulations as the Association may from time to time promulgate. No vehicle maintenance shall be permitted except within a garage.

7.5. Animals. The Board is authorized to adopt rules governing animals within the Community.

7.6. Signs. Unless otherwise provided in the Rules or by law, no signs shall be permitted on Common Area or Limited Common Area. Political signs, as that term is defined in the Act, and for sale signs may be displayed in or on a Living Unit subject to reasonable time, place, and manner restrictions adopted by the Board in the Rules.

7.7. Nuisance. No noxious or offensive activity shall be carried on within the Community. No Owner or occupant shall engage in any activity within the Community in violation of any law, ordinance, statute, rule or regulation of any local, city, county, state or federal body. Violation of any provision of this Declaration or any other governing document may be deemed a nuisance and a violation of this provision.

7.8. Flags. Owners may display an American flag on or in the Lot, Living Unit, or Limited Common Area appurtenant to their Living Unit in a manner consistent with the United States flag code. Unless otherwise provided by the Association in the Rules, no other flags shall be permitted.

7.9. Holiday Decorations. Unless otherwise provided in the Rules, holiday decorations may be displayed on a Living Unit for a maximum of fifteen (15) days before the holiday and fifteen (15) days after the holiday.

7.10. Smoking. The Association is authorized to limit or prohibit smoking within the Community in the Rules.

7.11. Business Uses. No trade or business may be conducted from any Lot or Limited Common Area unless:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from any other Lot;
- (b) The business activity conforms to all zoning and legal requirements for the Community and the business activity;
- (c) The business activity does not involve solicitation of occupants or Owners of the Community;
- (d) The business activity does not create parking issues or increased vehicle traffic in the Community from clients, customers, vendors, service providers or other individuals coming into the Community who do not reside in the Community, as determined by the Board in its sole discretion;
- (e) The business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners and occupants of the Community;
- (f) The business activity is disclosed to the Board before business is commenced and a description of the business activity is provided, together with a statement of the amount of space required in the Living Unit or on the Lot for such activity, and a description of any impact on the Community; and
- (g) The owner of the Living Unit resides in the Living Unit in which the business activity is proposed for the entire time any business activity is conducted.

7.12. No Charcoal BBQs. Consistent with requirements imposed or requested by property insurance providers, charcoal BBQs are not permitted anywhere within the Community.

7.13. Rentals and Non-Owner Occupancy. Notwithstanding anything to the contrary in this Declaration, rental and non-Owner occupancy of a Living Unit are governed by this Section regardless of whether or not rent is charged or paid. For purposes of this Section, the following definitions shall apply:

- (a) “Non-Owner occupied” or “non-Owner occupancy” means, for a Living Unit owned by a natural person or persons, the Living Unit is occupied by someone when the Owner does not occupy the Living Unit as that Owner’s primary residence; or (ii) for a Living Unit owned by one or more limited liability companies, corporations, trusts, or other entities, the Living Unit is occupied by anyone.
- (b) “Family Members” mean (i) the parent, sibling, or child of an Owner and/or of an Owner’s spouse and/or children, or (ii) in the case of a Living Unit owned by a trust or other entity creating estate planning purposes, the individual(s) occupying the Living Unit is/are the individual(s) for whom the trust or other estate planning entity was created, or is the parent, child, or sibling of the individual(s) for whom the trust or other estate-planning entity was created.
- (c) Any Living Unit may be rented and/or non-Owner occupied, subject to the provisions in this Section 7.13.
- (d) Owners of Living Units shall comply with the following: any lease or other agreement for non-Owner occupancy of the Living Unit must be in writing and shall provide, as a material term, that the occupant must comply with the Governing Documents and that failure to do so shall constitute a breach of the lease or other agreement. If a lease or agreement for non-Owner occupancy does not include such provisions, they shall nonetheless be deemed a part of the lease or agreement and shall be binding on the Owner and occupant(s). If required in the Rules or requested by the Board, a copy of the lease or other agreement for non-Owner occupancy shall promptly be delivered to the Board or Manager.
- (e) Notwithstanding anything in subsection (d) above, if only Family Members occupy a Living Unit, then the requirement for a written lease or agreement shall not apply.
- (f) The Board may, in its discretion, adopt a Rule requiring a minimum lease term.
- (g) Owners shall be responsible for ensuring that all occupants of the Living Unit comply with the Declaration and the Rules and may be subject to enforcement action, including fines, for an occupant’s violation of any provision of the Governing Documents.

7.14 No Fractional Ownership or Quasi-Fractional Ownership. Fractional ownership of a Living Unit is prohibited. Fractional ownership interests in a limited liability company which is the record owner of the Living Unit which includes a right to occupy the Living Unit, to the exclusion of the other ownership interest holders, for an occupancy period or periods of less than thirty (30) consecutive days is prohibited.

## ARTICLE VIII ARCHITECTURAL CONTROL

8. Architectural Control Committee. The Board of Directors shall appoint a three-member Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee. The Architectural Control Committee, if any, shall make recommendations to the Board of Directors. The Board of Directors shall be the final arbiter of matters involving the Architectural Guidelines, subject to review by a court of competent jurisdiction as provided in the Act.

8.1. Submission to Architectural Control Committee. No modification, alteration, accessory or addition to a Living Unit which is visible from the Common Areas, or modification or alteration to a Living Unit which affects the structural integrity of the building, or other improvement of a Lot which is visible from the Common Areas, including any addition, improvement, modification, or alteration of any landscaping on a Lot, or the addition or extension of any deck, shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Architectural Control Committee. Notwithstanding the foregoing, all modifications, alterations, and deck extensions existing as of the effective date of this Declaration shall be deemed approved. All expenses related to the addition, improvement, modification, or alteration shall be the sole responsibility of the Owner. Additionally, any expense incurred by the Association in reviewing, inspecting, and/or approving the addition, improvement, modification, or alteration, and/or in enforcing the Architectural Guidelines or other Governing Documents may be specially assessed to the Owner.

8.2. General Architectural Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures. The Architectural Control Committee shall evaluate, among other things: (a) the size, height, scale and placement of the Living Unit or other structure on the Lot; (b) the materials to be used on the exterior of the Living Unit; (c) exterior colors; (d) harmony of architectural elements and design with other Living Units within the Community; (e) impact of lighting (interior and exterior) on night skies and neighboring Living Units; and (f) consistency of all of the foregoing with the Architectural Guidelines, if any. Each Owner acknowledges, by taking title to a Lot, that determinations of the Architectural Control Committee with regard to aesthetic matters are subjective and may change as the composition of the Architectural Control Committee changes.

8.3. Approval Procedure. Any plans and specifications submitted for review shall be approved or disapproved by it in writing within ninety (90) days after submission. In the event no action is taken within such period, the plans and specifications submitted for review shall be deemed to have been approved. The Board may require the payment of a fee not to exceed the actual costs of reviewing and approving plans under this Article 8, and may adopt any additional approval procedures in the Rules or the Architectural Guidelines.

8.4. Construction. Once begun, any approved improvements, construction, landscaping, or alterations shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and of the Lots in the vicinity of the activity.

8.5. No Liability for Damages. Neither the Architectural Control Committee, nor the Board or the Association shall be held liable to any Owner or any other person by reason of any action, inaction, approval, or disapproval, or failure to approve or disapprove any architectural review application or plans. The Association shall have no liability or responsibility for any representations made to any Owner or prospective owner by any realtor or third parties regarding design controls applicable to the Community.

8.6. Building Permits and Other Approvals. Owners are reminded that the Architectural Review process provided for in this Article 8 is entirely different than and separate from the building permitting process and other City planning or building department approval processes that may be required under City ordinance or by any other governmental entity. All necessary building permits and approvals must be obtained prior to the commencement of any construction or work. Notwithstanding any other provision in this Article 8 or the Architectural Guidelines, the Architectural Control Committee shall not be responsible for: (a) determining that any construction or construction documents conform to applicable building codes, zoning, or other land-use regulations; (b) the accuracy or content of any construction documents or specifications prepared by any architect, engineer, or any other person; (c) construction means, methods, techniques, sequences or procedures, safety precautions or subsequent loss, damage or failures due to soil or any other natural or man-made conditions that may exist; or (d) any failure to carry out any construction in accordance with plans or specifications.

8.7. Architectural Guidelines and Construction Rules. The Association may promulgate, adopt, amend and/or replace Architectural Guidelines and construction rules and regulations necessary to implement architectural controls for the Community.

8.8. Interior Modifications. The Association may require the Committee to review and approve any proposed interior modifications that may affect the exterior of a Living Unit. If an Owner intends to make interior modifications to a Living Unit that is structural in nature, the Owner must notify the Association prior to the commencement of any construction activity. All interior modifications must comply with applicable codes, ordinances, regulations, and laws. If any interior remodeling or modification requires the use of any portion of the Common Areas for staging, storage, or other construction-related activity, the Owner must request and receive the prior written approval of the Association. Owners are prohibited from using Community dumpsters for disposing of any construction materials.

## ARTICLE IX PARTY WALLS

9.1. General Principles. Each wall constructed as part of the original construction of the Living Units which is located on a boundary line common to two Lots shall constitute a party wall. Except as herein modified and expanded, all legal and equitable principles relating to party walls shall govern and apply to such walls.

9.2. Maintenance. The cost of reasonable maintenance and repair of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Costs associated with maintenance or repairs benefitting only one Owner (such as interior painting or redecorating) shall be borne solely by the Owner benefitted.

9.3. Destruction. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. Any Owner thereafter making use of the wall shall contribute to the cost of restoration in proportion to such use; provided, however that the foregoing portion of this sentence shall not prejudice or limit any Owner's right to obtain a larger contribution under any legal or equitable principle regarding liability for negligent or willful acts or omissions.

9.4. Encroachments. If any portion of a Living Unit as originally constructed, or if any portion of a Living Unit reconstructed so as to substantially duplicate the Living Unit as originally constructed, encroaches upon an adjoining Lot or upon the Common Areas, there shall exist an easement for such encroachment.

## ARTICLE X MISCELLANEOUS

10.1. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing, or by emailing to the email address on file with the Association or used by the Owner to communicate with the Association.

10.2. Quorum Requirements. The quorum required for any action authorized under this Declaration shall be those Owners present in person or by proxy at any meeting of the members.

10.3. Amendment. Any amendment to this Declaration shall require the affirmative vote of at least sixty-seven percent (67%) of the total votes of the Association. Amendments to the Declaration may be approved with or without a meeting as provided in the Utah Revised Nonprofit Corporation Act. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association. In such instrument an officer or director of the Association shall certify that the vote required by this Section for amendment has occurred.

10.4. Mortgage Protection. From and after the time a Mortgagee makes written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that the Owner of the Lot encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration. The lien on a Lot for unpaid Assessments provided for under Article V shall be subordinate to the Mortgage affecting such Lot, and the Mortgagee thereunder which comes into

possession of the Lot shall take the same free of such lien for unpaid Assessments, but only to the extent of assessments which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior Assessments resulting from a pro rata reallocation thereof to all Lots including the Lot in which the Mortgagee is interested). Unless at least sixty-seven percent (67%) of the Mortgagees (based upon one vote for each Mortgage) of the individual Lots have given their prior written approval, the Association shall not be entitled, by act, omission or otherwise:

- (a) To alter the provisions of Section 5.6 hereof (pertaining to uniform rate of Assessments);
- (b) To abandon, partition, subdivide, encumber, sell, dedicate, or transfer all or any part of the Common Areas (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas);
- (c) To seek to abandon or materially alter the arrangement which is established by this Declaration;
- (d) To change, waive, or cease enforcement of the arrangement created under this Declaration concerning architectural control, party walls, or maintenance of the exteriors of Living Units and of the Common Areas;
- (e) To fail to maintain the fire, casualty, and extended coverage insurance provided for in Section 6.4(i) hereof;
- (f) To use proceeds of such insurance for purposes other than the repair, replacement or reconstruction of improvements comprising a part of the Common Areas; or

A Mortgagee's consent is presumed if a written response is not received by the Association within sixty (60) days after a written notice of the proposed amendment is sent by certified or registered mail to the Mortgagee's address listed for receiving notice in the recorded trust deed or other recorded document evidencing the security interest.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association.

**10.5. Interpretation.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

**10.6. Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the

terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.7. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Summit County.

*Signature Page Follows*

IN WITNESS WHEREOF, the undersigned certifies that the foregoing instrument was approved by Owners holding at least two-thirds of the total votes of the Association.

RACQUET CLUB VILLAGE HOMEOWNERS ASSOCIATION, a Utah Nonprofit Corporation

By:

*Dane Taylor*

Dane Taylor

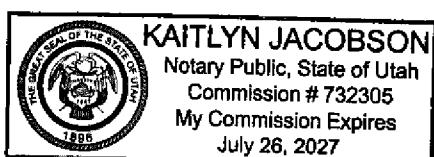
Its: President

Date: July 31, 2023

STATE OF UTAH )  
 ) ss:  
COUNTY OF SUMMIT )

On July 31 2023, before me, the undersigned Notary Public, personally appeared Dane Taylor, an individual, personally known unto me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed within the instrument and acknowledged to me that he executed the same on behalf of the Corporation.

WITNESS my hand and official seal.



*[Handwritten signature of Kaitlyn Jacobson]*  
\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTION

The real property and lots or units referred to in the foregoing instrument are located in Summit County, Utah and are described more particularly as follows:

Racquet Club Village No. 1, all lots, as shown on the official plat thereof on file and of record with the Office of Recorder for Summit County, UT, recorded on January 1, 1977 as Entry No. 135947, and appurtenant common area.

Parcel Nos.: RC-1-1 through RC-1-58

RC-1-1, RC-1-2, RC-1-3, RC-1-4, RC-1-5, RC-1-6, RC-1-7, RC-1-8, RC-1-9, RC-1-10, RC-1-11, RC-1-12, RC-1-13, RC-1-14, RC-1-15, RC-1-16, RC-1-17, RC-1-18, RC-1-19, RC-1-20, RC-1-21, RC-1-22, RC-1-23, RC-1-24, RC-1-25, RC-1-26, RC-1-27, RC-1-28, RC-1-29, RC-1-30, RC-1-31, RC-1-32, RC-1-33, RC-1-34, RC-1-35, RC-1-36, RC-1-37, RC-1-38, RC-1-39, RC-1-40, RC-1-41, RC-1-42, RC-1-43, RC-1-44, RC-1-45, RC-1-46, RC-1-47, RC-1-48, RC-1-49, RC-1-50, RC-1-51, RC-1-52, RC-1-53, RC-1-54, RC-1-55, RC-1-56, RC-1-57, RC-1-58

Racquet Club Village No. 2, all lots, as shown on the official plat thereof on file and of record with the Office of Recorder for Summit County, UT, recorded on February 15, 1978 as Entry No. 144497, and appurtenant common area.

Parcel Nos.: RC-2-120 through RC-2-180

RC-2-120, RC-2-121, RC-2-122, RC-2-123, RC-2-124, RC-2-125, RC-2-126, RC-2-127, RC-2-128, RC-2-129, RC-2-130, RC-2-131, RC-2-132, RC-2-133, RC-2-134, RC-2-135, RC-2-136, RC-2-137, RC-2-138, RC-2-139, RC-2-140, RC-2-141, RC-2-142, RC-2-143, RC-2-144, RC-2-145, RC-2-146, RC-2-147, RC-2-148, RC-2-149, RC-2-150, RC-2-151, RC-2-152, RC-2-153, RC-2-154, RC-2-155, RC-2-156, RC-2-157, RC-2-158, RC-2-159, RC-2-160, RC-2-161, RC-2-162, RC-2-163, RC-2-164, RC-2-165, RC-2-166, RC-2-167, RC-2-168, RC-2-169, RC-2-170, RC-2-171, RC-2-172, RC-2-173, RC-2-174, RC-2-175, RC-2-176, RC-2-177, RC-2-178, RC-2-179, RC-2-180

Racquet Club Village No. 3, all lots, as shown on the official plat thereof on file and of record with the Office of Recorder for Summit County, UT, recorded on September 28, 1978, as Entry No. 149703, and appurtenant common area.

Parcel Nos.: RC-3-59 through RC-3-119

RC-3-59, RC-3-60, RC-3-61, RC-3-62, RC-3-63, RC-3-64, RC-3-65, RC-3-66, RC-3-67, RC-3-68, RC-3-69, RC-3-70, RC-3-71, RC-3-72, RC-3-73, RC-3-74, RC-3-75, RC-3-76, RC-3-77, RC-3-78, RC-3-79, RC-3-80, RC-3-81, RC-3-82, RC-3-83, RC-3-84, RC-3-85, RC-3-86, RC-3-87, RC-3-88, RC-3-89, RC-3-90, RC-3-91, RC-3-92, RC-3-93, RC-3-94, RC-3-95, RC-3-96, RC-3-97, RC-3-98, RC-3-99, RC-3-100, RC-3-101, RC-3-102, RC-3-103, RC-3-104, RC-3-105, RC-3-106, RC-3-107, RC-3-108, RC-3-109, RC-3-110, RC-3-111, RC-3-112, RC-3-113, RC-3-114, RC-3-115, RC-3-116, RC-3-117, RC-3-118, RC-3-119

EXHIBIT B  
BYLAWS  
AMENDED BYLAWS  
OF PARK CITY RACQUET CLUB VILLAGE HOMEOWNERS ASSOCIATION.  
A UTAH NON-PROFIT CORPORATION

ARTICLE I  
OFFICE

The principal office of the Association shall be in Park City, Summit County, State of Utah.

ARTICLE II  
MEETINGS & MEMBERS

2.1. Annual Meeting. The Association shall hold an annual meeting of the Members at a date, time, and place determined by the Board. At such meeting, the members shall elect directors for one (1) year terms to serve until their successors shall be elected directors; provided, however, that officers and/or duly authorized agents of corporate members may also be elected directors of the Association.

2.2. Special Meetings. A special meeting of the Members for any purpose or purposes may be called by the President, by the Board of Directors, or by Members entitled to cast at least fifty-one percent (51%) of the total votes of the Association.

2.3. Notice of Meetings of the Members. Notice of all annual and special meetings of the Members shall be given in accordance with the Act and the Declaration. Whenever all of the members shall meet in person or by proxy, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. Notice of meetings may be waived in writing.

2.4. Presiding Officer. The President, and in their absence a Vice President, shall preside at all such meetings.

2.5. Voting Requirements. The vote of a majority shall decide any question brought before such meeting, including the election of directors, unless the question is one which, by express provision of the statutes of the State of Utah or of the Declaration or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast by the Members either in person or by proxy.

All proxies shall be in writing and shall be delivered to the Secretary of the Association or Manager prior to the start of the meeting. Proxies may be delivered via email. Electronic signatures shall be permitted to the fullest extent allowed by law. The Secretary shall enter a record of such proxies

in the minutes of the meeting. Each membership shall have one (1) vote on all matters submitted to a vote of the members. All matters to be voted upon by the members shall be presented to and voted upon by the members holding membership. No matter shall be deemed to have been approved by the members unless it shall have been presented to and received the affirmative vote of the members.

2.6. Registered Members. At annual and special meetings of the Members, only such persons shall be entitled to vote in person or by proxy as appear as Members upon property records of Summit County, Utah on the 30<sup>th</sup> day before such annual Members meeting. The Board of Directors may, by resolution, fix a date in advance of the date of special members meeting upon which a member must appear as a member of record on the property records of Summit County, Utah in order to be entitled to vote at such special members meetings; provided, however, that said date shall in no event be fixed at less than ten (10) nor more than thirty (30) days prior to the date set for such meeting.

2.7. Quorum. At any meeting of the Members, those Members present in person or by proxy shall constitute a quorum of the members for all purposes.

2.8. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the manner of voting, form of proxies, credentials, and method of ascertaining those present shall be deemed waived if no objection is made at the meeting. provided, however, irregularities in the number of votes required for amendment of the Governing Documents may not be waived.

2.9. Use of Teleconferencing and Video Conferencing. Meetings may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime). provided participants are able to hear and communicate with each other in real time.

2.10. Ballots and Written Consent. The Association may utilize written consents and/or ballots consistent with the requirements of the Revised Nonprofit Corporation Act and the Declaration. The use of online, email, or other electronic ballots is permitted to the fullest extent permitted by law.

### ARTICLE III BOARD OF DIRECTORS

3.1. Responsibilities. The business and property of the Association shall be managed by its Board of Directors. The Board of Directors may, however, enter into such management agreement or agreements with third persons as it may deem advisable.

3.2. Number, Tenure, and Qualifications. The affairs of the Association shall be managed by a Board of Directors composed of an odd number between three (3) to seven (7) individuals. The number of Directors may be increased or decreased by the Board by resolution. Directors shall be

elected to a one (1) year term, provided, however that there shall be staggered terms. A Director may hold office until the next annual meeting of the members and until his/her successor has been duly elected and qualifies. To be eligible to serve as a Director, an individual must be a natural person who is at least eighteen (18) years old and is an Owner or the spouse of an Owner or, if the Owner is a corporation or limited liability company, the individual must hold at least a twenty-five percent (25%) interest in the entity or be a member or manager of the entity. If the Owner is a trust, the individual must be a trustee or beneficiary of the trust. The Owner must be current on Assessments and not in violation of any provision of the Governing Documents.

3.3. Vacancies. In case of any vacancy in the Board of Directors, the remaining members of the Board of Directors may elect a successor director or directors to hold office until the next meeting of the members.

3.4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held immediately after the adjournment of each annual Members meeting at the place at which such members was held. Regular meetings, other than the annual meeting, shall be held at regular intervals at such places and at such times as the Board of Directors may decide from time to time.

3.5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President, the Vice President or by a majority of the Board of Directors. By unanimous consent of the directors, special meetings of the Board of Directors may be held without call or notice at any time or place. Notice of all calls and meetings of the Board of Directors shall be as provided in these Bylaws.

3.6. Notice. Regularly scheduled meetings of the Board of Directors may be held without notice of the date, time, place or purpose of the meeting to the Directors. Notice of special meetings of the Directors shall be given to Directors setting forth the date, time and place of the special meeting but need not describe the purpose of the special meeting. Consistent with the Act, at least forty-eight (48) hours prior to a Board of Directors meeting, the Association shall give notice of the meeting via email to each Owner who makes written request for notice of Board of Director meetings, unless: the meeting is to address an emergency; notice of a Board of Directors meeting is included in a meeting schedule previously made available to Owners; or if each Director receives notice of the Board of Director meeting less than forty-eight (48) hours prior to the meeting.

3.7. Quorum. A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of the directors then in office.

3.8. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of two (2) or more of the members of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Such committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The President may appoint persons to fill vacancies on each of said committees occasioned by death, resignation, removal or inability to act for any period of time.

3.9. No Compensation. Directors shall not receive any compensation for their services.

3.10. Additional Facilities. The Board of Directors shall have the authority to provide such facilities and improvements, in addition to those for which provision has already been made, as it may deem to be in the interest of the members.

3.11. Use of Teleconferencing and Video Conferencing. Any regular or special meeting of the Board may be held telephonically or via video conferencing (e.g., Skype, Zoom, FaceTime), provided Board members and Owners, if any, are able to hear and communicate with each other in real time.

3.12. Action by the Board Without a Meeting.

- (a) Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if each and every Board member, in writing, either:
  - (i) votes for the action; or
  - (ii) votes against or abstains from voting and does not exercise his/her right to demand that action not be taken without a meeting.
- (b) An action taken by writing pursuant to this Section must include a description of the action to be taken and shall be effective on the date the Association receives writings that (i) reasonably describing or referencing the action taken or reply thereto; (ii) signed by each Board member; and (iii) not revoked pursuant to subsection 3.1(d) (the "Effective Date").
- (c) Action taken under this section is effective only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the Board members then in office were present and voted.
- (d) A Board member may revoke consent to any action given pursuant to this Section by a written revocation describing the action and stating that the member has changed his/her vote. To be effective, the revocation must be received before the Effective Date.
- (e) Action pursuant to this Section shall be considered an action taken at a meeting of the Board.
- (f) For the purposes of this Section, "signed" or "signature" is any indication on the document (whether paper or electronic) that the document is from and consented to by the person who is purported to have sent it. For example, a signature block or typed name at the bottom of an email, or docusign, satisfies the requirement for a signature.

## ARTICLE IV OFFICERS

4.1. Number, Selection, and Tenure. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. Any two (2) or more offices, other than the office of President and Secretary, may be held by the same person. The directors shall elect or appoint the officers of the Association. Such election or appointment shall regularly take place at the first meeting of the Board of Directors immediately following the annual meeting of the members; provided, however, that election of officers may be held at any other meeting of the Board of Directors.

4.2. Additional Officers. The Board of Directors may appoint such other officers, in addition to the officers herein-below expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Directors or by the President.

4.3. Removal. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the then members of the Board of Directors.

4.4. President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Association all membership certificates, conveyances, mortgages and contracts and shall do and perform all acts and things which the Board of Directors may require. The President shall be invited to attend meetings of each committee.

4.5. Vice President. In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. The Vice President shall perform such other duties as the Board of Directors may require.

4.6. Secretary. The Secretary shall keep the minutes of the Association, its membership books and such books and records as these Bylaws or any resolution of the directors may require the Secretary to keep. The Secretary shall be the custodian of the seal of the Association and shall affix the seal to all papers and instruments requiring it. The Secretary shall perform such other services as the Board of Directors may require. One or more Assistant Secretaries may be elected, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

4.7. Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors and shall, when requested by the President so to do, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the directors. The Treasurer shall perform such other services as the Board of Directors may require.

4.8 The powers and duties of the Board of Directors and the Officers may be delegated or assigned to the Manager or subcommittees of the Board to the extent allowed by law.

ARTICLE V  
FISCAL YEAR

The fiscal year of the Association shall be fixed by a resolution of the Board of Directors.

ARTICLE X  
AMENDMENT

These Bylaws may be altered or repealed by the affirmative vote of a majority of the Members at any regular meeting of the members or at any special meeting of the members if notice of the proposed alteration or repeal be contained in the notice of such special meeting.