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RECORDER, SALT LAKE COUNTY, UTAH
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SALT LAKE CITY UTAH 84101
BY: LHP, DEPUTY - WIP.

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**FIRST AMENDEDMENT TO THE
BYLAWS OF
TERRACES OF ROSE PARK OWNERS ASSOCIATION**

WHEREAS, the Terraces of Rose Park Owners Association, Inc. (the "Association") is a Utah non-profit corporation, which was created by the *Declaration for The Terraces of Rose Park Condominium Project* on September 4, 1963, recorded in the Salt Lake County Recorder's Office at Entry No. 1943885 ("Original Declaration");

WHEREAS the Association caused the *Bylaws of Terraces of Rose Park Owners Association* to be recorded in the Salt Lake County Recorder's Office on January 12, 2006 at Entry No. 9609582 ("Original Bylaws");

WHEREAS the Association caused the *Amended and Restated Declaration of Condominium of Terraces of Rose Park Condominium Project* to be recorded in the Salt Lake County Recorder's Office on October 1, 2010 at Entry No. 11044246, which includes the *Bylaws of Terraces of Rose Park Owners Association* (the "Bylaws"), and is binding on all Unit Owners within the Association;

WHEREAS the Association desires to clarify and affirm the Unit Owners' rights to rent their Units, with certain restrictions and exceptions;

THEREFORE, the Association hereby makes the following amendment to its Bylaws, recorded in the Salt Lake County Recorder's Office on October 1, 2010 at Entry No. 11044246:

Article VI, Section 3 of the Bylaws is hereby amended and replaced in its entirety. Section 3 now reads as follows:

Section 3. Rental of Units.

1. No Owner shall occupy or use his or her Unit, or permit the same or any part thereof to be occupied, for any purpose other than as a private single-family residence.
2. An Owner may "rent" her/his Unit, if approved in writing by the Board of Directors, subject to the limitations and requirements listed below.
3. The term "rent" in any grammatical form includes lease, sublet, or otherwise permit or allow any person(s) other than the titled Owner of the Unit to reside therein where the Unit is not the Unit Owner's primary residence, regardless of whether value is exchanged for the residency.

4. Restrictions on Rentals and Leases - A Unit eligible to be rented is subject to the following restriction: No Unit may be rented, leased, or sublet, if the rental or lease results in more than ten (10) of the Units (the "Rental-Lease Limit") being rented or leased at the same time. If ten (10) Units are already rented, Owners desiring to rent or lease a Unit will be placed on a waiting list in chronological sequence of a written request submitted to the Board of Directors.
5. Owner Occupancy and Rental-Lease Limit Restrictions - Once the Rental-Lease Limit is reached, a Unit may only be rented or leased under the following exceptions:
 - a. Immediate Family Exception. Occupancy by the immediate family members of an Owner shall be deemed as occupancy by the Owner. "Immediate Family Members" means an Owner's spouse, child, parent, grandchild, grandparent, and sibling.
 - b. Grandfather Exception. As of the date of recording these changes, any Owner currently renting or leasing a Unit ("Grandfathered Owner") may continue to rent or lease that Unit, subject to the aforementioned restrictions until such time as the Grandfathered Owner no longer has an interest in the Unit, or at such time as the Grandfathered Owner occupies the Unit.
 - c. Military Exception. An Owner of a Unit, or the Owner's spouse or life partner, who is deployed by a branch of the Armed Forces of the United States, the Utah National Guard or the Coast Guard Reserve and required to serve more than fifty (50) miles from the Property pursuant to a valid order issued from the applicable military branch may rent his or her or their Unit subject to the aforementioned restrictions.
 - d. Employment Relocation Exception. An Owner of a Unit, or the Owner's spouse or life partner, that is employed in Utah and who is directed to relocate to a job location more than fifty (50) miles from the Property for a period of no less than six (6) months and no more than three (3) years may rent his or her or their Unit subject to the conditions of aforementioned restrictions.
 - e. Trust or Entity for Estate Planning Exception. For a Unit owned by a Trust or Entity for estate planning purposes, if the trust or estate planning entity was created for: (a) the estate of a current Owner of a Unit, or the Owner's spouse or life partner; or (b) the parent, child, or sibling of a current Owner of the Unit, and the Unit is a rental, the entity or trust will be allowed to continue renting subject to the aforementioned conditions or restrictions until an officer, owner, member, trustee, beneficiary, director, or other person holding a similar position of ownership or control of such entity or trust that holds an ownership interest in the Unit, occupies the Unit or until the unit is sold.
 - f. Hardship Exception. Notwithstanding any other provision, an Owner may apply to the Board of Directors for a hardship upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a husband or wife or life partner of the Owner, job relocation at least fifty (50) miles from the Property, charitable service, public service, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances. The Board of Directors has discretion to approve an Owner's hardship application to temporarily rent the Owner's Unit. However, the Board of Directors may not approve a hardship application to rent a Unit for a time period of more than two (2) years, or if the result of granting the hardship application would cause the Association's non-Owner occupied Units to exceed fifty-percent (50%) of the total Units.

6. Multiple Unit Ownership. An Owner of multiple Units is not eligible to rent or lease more than one (1) Unit.
7. Approval for Owner to Rent. Prior to renting any Unit, an Owner shall apply to the Board of Directors for approval and include a copy of the proposed lease agreement to effect the renting.
 - a. No Unit may be rented or leased for a period of less than six (6) consecutive months and an Owner may not rent or lease less than the entire Unit. No Unit may be rented or leased for transient or hotel purposes.
 - b. The Rental of a Unit must only be between an Owner and a Tenant. Subleases will not be permitted.
 - c. The Owner Occupancy Restriction of only two (2) residents in each Unit and the Age Restriction of 55 plus for one of the two residents and not younger than 21 years of age for the second resident also applies to Tenant Occupied units.
 - d. All prospective Tenants must receive a Welcome and Information Orientation by members of the Board of Directors before becoming a Resident.
 - e. A Unit may not be rented or leased except by written agreement and only with the express written consent of the Board of Directors.
 - f. All lease agreements shall include a provision requiring that the Tenant abide and be bound by the *Declaration of Condominium of the Terraces at Rose Park*, including any and all Rules and Regulations promulgated by the Board of Directors from time to time.
 - g. The Board of Directors shall review the request from the owner to rent and make a determination of whether the rental will exceed the Rental-Lease Limit, or falls under a rental restriction exception, or would violate any of the restrictions described in this proposal. The Board of Directors shall:
 - (1) Approve the application if it determines that the rental will not exceed the Rental-Lease Limit or violate any of the applicable restrictions and is consistent with all the requirements of the Declaration, the Bylaws then in force, and any Rules adopted by the Board of Directors.
 - (2) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit, or that the restrictions will be violated.
8. Rules regarding the Application and Approval to Rent or Lease a Unit. The Board of Directors shall adopt by resolution Rules that establish the owner application and approval process, including the tracking of the number of rental units, the contents or form of lease agreements, and any other Rules deemed necessary by the Board of Directors to implement this rental restriction.
9. Remedies. If any Owner rents a Unit in violation of or without complying with the requirements or violates other Rules imposed by the Board of Directors, including renting a Unit after the Board of Directors denies such application, the Board of Directors may:
 - a. Assess fines against the Owner and Owner's Unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by the Board of Directors.
 - b. Regardless of whether any fines have been imposed, proceed with any other available legal remedy, including, without limitation, an action to require the Owner to terminate the rental or lease agreement and remove the tenant.
 - c. Within fourteen (14) days of Board of Directors request, Owner Landlords must provide copies of rental agreements with their tenants, including a photograph of each tenant, suitable documentation of each tenant's legal identity, age verification, current telephone numbers and email addresses for each tenant. A penalty of \$10 per day will apply to this requirement.

- d. Pursuant to Rules adopted, if the Board of Directors determines that a tenant has violated a provision of the Declaration, Bylaws, or any amendments thereto, or Rules, after notice and an opportunity for a hearing, the Board of Directors may require an Owner to terminate a lease or rental agreement and remove the tenant(s).

10. Costs and Attorney Fees.

- a. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws and any Rules with respect to tenant occupancy, and for any costs incurred by the Association, including reasonable attorney fees, or assessments against the Owner and Unit which may be collected and foreclosed by the Association as provided in the Declaration.
- b. In addition, the Association is entitled to recover from an Owner determined in violation its costs and attorney fees incurred for enforcement, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Unit as an assessment as provided in the Declaration and pursuant to the Act.

IN WITNESS WHEREOF, the Association adopted this First Amendment to the Bylaws of Terraces of Rose Park Owners Association with the necessary approval of the Unit Owners as required therein, on the 09 day of October, 2015, to be recorded against all Units and Common Area as stated in Exhibit "A" hereto.

TERRACES OF ROSE PARK OWNERS ASSOCIATION, INC.

BY: K Calvin Rette

TITLE: President

STATE OF UTAH)
)SS:
COUNTY OF SALT LAKE)

On the 09 day of October,
who by me being duly sworn, did say that he/she is the President of the Terraces of Rose Park Owners Association, Inc. and that the foregoing instrument was properly ratified by at least 67% of the voting interests of the Association.

[Signature]
Notary Public

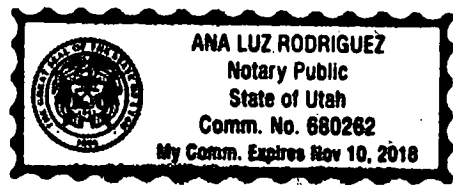


EXHIBIT A

Unit Numbers

Parcel Numbers

AREA	8351030010000
A101	8351030020000
A102	8351030030000
A103	8351030040000
A104	8351030050000
A105	8351030060000
A106	8351030070000
A107	8351030080000
A108	8351030090000
A201	8351030100000
A202	8351030110000
A203	8351030120000
A204	8351030130000
A205	8351030140000
A206	8351030150000
A207	8351030160000
A208	8351030170000
A301	8351030180000
A302	8351030190000
A303	8351030200000
A304	8351030210000
A305	8351030220000
A306	8351030230000
A307	8351030240000
A308	8351030250000
B101	8351030260000
B102	8351030270000
B103	8351030280000
B104	8351030290000
B105	8351030300000
B106	8351030310000
B107	8351030320000
B108	8351030330000
B201	8351030340000
B202	8351030350000
B203	8351030360000
B204	8351030370000
B205	8351030380000
B206	8351030390000
B207	8351030400000
B208	8351030410000

B301	8351030420000
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B305	8351030460000
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B307	8351030480000
B308	8351030490000
C101	8351030500000
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C103	8351030520000
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C107	8351030560000
C108	8351030570000
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C307	8351030720000
C308	8351030730000
D101	8351030740000
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D105	8351030780000
D106	8351030790000
D201	8351030800000
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D203	8351030820000
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D205	8351030840000
D206	8351030850000
D301	8351030860000

D302	8351030870000
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D304	8351030890000
D305	8351030900000
D306	8351030910000
E101	8351030920000
E102	8351030930000
F101	8351030940000
F102	8351030950000