When recorded, please return to:

VIAL FOTHEIRNGHAM LLP
515 S. 400 E.
Salt Lake City, UT 84111

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.