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ADAM GARDINER
Recorder, Salt Lake County, UT
MILLER HARRISON LLC
BY: eCASH, DEPUTY - EF 6 P.

THIRD AMENDMENT 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 ("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 "Amended Bylaws"), and is binding on all Unit Owners within the Association;

WHEREAS the Association caused the *First Amendment to the Bylaws of Terraces of Rose Park Owners Association* to be recorded in the Salt Lake County Recorder's Office on November 9, 2015 at Entry No. 12167276;

WHEREAS, the Association caused the *Second Amendment to the Bylaws of Terraces of Rose Park Owners Association* to be recorded in the Salt Lake County Recorder's Office on January 29, 2018 at Entry No. 12706442 ("Second Amendment");

WHEREAS, "Amendment Seven" in the *Second Amendment* incorrectly cited to the wrong Article and Section that was being amended, and thus this Third Amendment is necessary to correct the error;

WHEREAS the Association, being an age 55+ community, desires to provide a mechanism for the Association to track the transfer of Units, and provide the Association the first right of refusal to purchase any Unit for sale to ensure compliance with the 55+ designation;

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:

AMENDMENT ONE

Amendment Seven, as created in the Second Amendment, is hereby stricken in its entirety. The language to be stricken is as follows:

"In the event the Board of Directors or its designee shall fail to accept such offer within ten (10) days, the Unit Owner shall be free to contract, to sell or to lease such Unit, as the case may be, to the "outside offerer" within sixty (60) days after the expiration of the period in which the Board of Directors or its designee might have accepted such offer, on the terms and conditions set forth in the notice from the Unit Owner to the Board of Directors of such "outside offer. Prior to the closing of the sale of any Unit within the Association, the new Owners, or tenants as the case may be, shall participate in an orientation / welcome interview with at least two members of the Board of Directors and the property manager."

AMENDMENT TWO

Article VI, Section 4 of the Bylaws entitled "Consent of Unit Owners" shall be amended and replaced in its entirety, to read as follows:

"Section 4: Sales, Leases, and Consent of Unit Owners. Any Unit Owner who receives a bona fide offer for the sale or lease of his or her Unit (hereinafter called "outside offer"), which he or she intends to accept, shall give notice in writing to the Board of Directors of such offer and of such intention, the name, address, and telephone number and age of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require, and shall offer to sell or to lease such Unit to the Board of Directors or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such "outsider offer." The giving of such notice shall constitute a warranty and representation by the Unit Owner.

In the event the Board of Directors shall elect to purchase, or to lease, such Unit (or to cause the same to be purchased or leased by its designee, corporate or otherwise), title shall close or the lease shall be executed within forty-five (45)-days after the giving of notice by the Board of Directors of its election to accept such offer.

In the event the Board of Directors or its designee shall fail to accept such offer within ten (10) days, the Unit Owner shall be free to contract, to sell or to lease such Unit, as the case may be, to the "outside offerer" within sixty (60) days after the expiration of the period in which the Board of Directors or its designee might have accepted such offer, on the terms and conditions set forth in the notice from the Unit Owner to the Board of Directors of such "outside offer."

Any deed to an "outside offerer" shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, Articles of incorporation, these Bylaws, rules and regulations, as the same may be amended from time to time.

Any lease to an "outside offerer" shall be consistent with these Bylaws and shall provide that the lease may not be modified, amended, extended or assigned, without the prior approval and consent in writing of the Board of Directors, that the tenant shall not sublet the demised premises, or any part

thereof, without the prior approval and consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease.

In the event the offering Unit Owner shall not, within such sixty (60) day period, contract to sell or to lease such Unit, as the case may be, to the "outside offerer" on the terms and conditions contained in the "outside offer," or if such a contract is entered into but not fulfilled, then the Unit Owner shall be required to again comply with all of the terms and provisions of this section in order to sell or to lease the Unit.

The Board of Directors shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Directors."

----- END OF AMENDMENTS -----

IN WITNESS WHEREOF, the Association adopted this *Third Amendment to the Bylaws of Terraces of Rose Park Owners Association* with the necessary approval of the Board of Directors required therein, to be recorded against all Units and Common Area as stated in Exhibit "A" hereto.

TERRACES OF ROSE PARK OWNERS ASSOCIATION, INC.

BY: Julie Clements
TITLE: President

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

I certify that on this 27 day of February, 2018, Julie Clements did appear before me, being duly sworn, and did say that she / he is the President of the Terraces of Rose Park Owners Association, Inc. and that the foregoing instrument was properly ratified by the majority if the Board of Directors of the Association.

Yesenia Romero
Notary Public

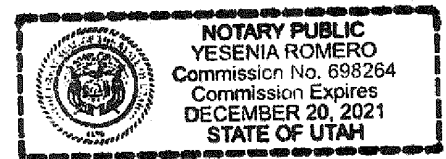


EXHIBIT A

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
B302	8351030430000
B303	8351030440000
B304	8351030450000
B305	8351030460000
B306	8351030470000
B307	8351030480000
B308	8351030490000
C101	8351030500000
C102	8351030510000
C103	8351030520000
C104	8351030530000
C105	8351030540000
C106	8351030550000
C107	8351030560000
C108	8351030570000
C201	8351030580000
C202	8351030590000
C203	8351030600000
C204	8351030610000
C205	8351030620000
C206	8351030630000
C207	8351030640000
C208	8351030650000
C301	8351030660000
C302	8351030670000
C303	8351030680000
C304	8351030690000
C305	8351030700000
C306	8351030710000
C307	8351030720000
C308	8351030730000
D101	8351030740000
D102	8351030750000
D103	8351030760000
D104	8351030770000
D105	8351030780000
D106	8351030790000
D201	8351030800000
D202	8351030810000
D203	8351030820000
D204	8351030830000
D205	8351030840000
D206	8351030850000
D301	8351030860000

D302	8351030870000
D303	8351030880000
D304	8351030890000
D305	8351030900000
D306	8351030910000
E101	8351030920000
E102	8351030930000
F101	8351030940000
F102	8351030950000