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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ROSEWOOD TOWNHOMES CONDO ASSOC  
3373 W 3470 S WVC UT 84119  
REC BY:V ASHBY DEPUTY - WI

SECOND AMENDED BY-LAWS  
OF  
ROSEWOOD TOWNHOMES CONDOMINIUM ASSOCIATION

ARTICLE I

Plan of Ownership

Section One: Ownership. Phases I and II of the project located on property legally designated as :

[See Exhibit "B" for property description.]

and is located in West Valley City, Salt Lake County, State of Utah. Said property is hereby submitted to the provisions of Utah Code Ann. § 57-8-1, et seq. (1953).

Section Two: By-laws Applicability. The provisions of these By-laws are applicable to the Project. (The term "Project", as used herein, shall include the land.)

Section Three: Personal Application. All present or future owners, tenants, future tenants or their employees, or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-laws.

The mere acquisition or rental of any of the family units of the Project or the mere act of occupancy of any of the family units will signify that these By-laws are accepted, ratified and will be complied with.

ARTICLE II

Voting, Majority of Owners, Quorum, Proxies

Section One: Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

Section Two: Majority of Owners. As used in these By-laws, the term "majority of owners" shall mean those owners

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holding sixty-six percent (66%) of the votes in accordance with the percentage assigned in the Declaration.

Section Three: Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of a "majority of owners," as defined in the preceding paragraph of this Article, shall constitute a quorum.

Section Four: Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### Administration

Section One: Association Responsibilities. The owners of the units will constitute the ROSEWOOD TOWNHOMES CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association," who will have the responsibility of approving the annual budget and electing a Management Committee who will administer the Project, establish and collect monthly assessments and arrange for the management of the Project.

Section Two: Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the owners as may be designated by the Management Committee.

Section Three: Annual Meetings. An annual meeting of the Association shall be held on a date in June each year to be determined by the Management Committee. At such meeting, there shall be elected by ballot a Management Committee in accordance with the requirements of Section Four, Article IV, of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

Section Four: Special Meetings. It shall be the duty of the President to call a special meeting of the owners, as designated by resolution of the Management Committee or on a petition signed by at least thirty-three percent (33%) of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four fifths (4/5) of the owners present, either in person or by proxy.

Section Five: Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and

place of the meeting, to each owner of record at least five (5), but not more than ten (10), days prior to such meeting. The mailing of notices in the manner provided in this section shall be considered notice served.

Section Six: Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, shall adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. At the rescheduled meeting, those homeowners who are present shall constitute a simple quorum and shall be able to vote on all necessary matters.

Section Seven: Order of Business. The order of business at all Association meetings shall be determined by the Management Committee. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

#### ARTICLE IV

##### Management Committee

Section One: Number and Qualification. The Association's affairs shall be governed by a Management Committee composed of seven (7) members, all of whom must be owners of units in the Project.

Section Two: Powers and Duties. The Management Committee shall have the powers and duties necessary for the administration of the Association's affairs and may do all such acts and things as are by law or by these By-laws directed to be exercised and done by the owners.

Section Three: Other Duties. In addition to duties imposed by these By-laws or by resolution of the Association, the Management Committee shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Project and common areas and facilities;
- (b) Collection of monthly assessments for the owners;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common areas and facilities, and the restricted common areas and facilities.

Section Four: Election and Term of Office. At the first annual meeting of the Association, the term of office of (3) Committee members shall be fixed for one (1) year. The term of office of three (3) members shall be fixed at two (2) years, and the term of office of one (1) member shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member, his or her successor shall be elected to serve a term of three (3) years. The members shall hold office until their successors have been elected and hold their first meeting.

Section Five: Vacancies. Vacancies in the Management Committee caused by any reason other than the removal of a Member by a vote of the Association shall be filled by vote of a quorum of the remaining Members, and each person so elected shall be a Member until a successor is elected at the Association's next meeting.

Section Six: Removal of Committee Members. At any regular or special meeting duly called, any one or more of the Members may be removed with cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section Seven: Organization Meetings. The first meeting of the newly-elected Management Committee shall be held within ten (10) days of election at such place as shall be fixed by the Members at the meeting at which such Members were elected, and no notice shall be necessary for the newly-elected Members in order to legally constitute such meeting, provided a majority of the whole Committee shall be present.

Section Eight: Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time by a majority of the Members, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Management Committee shall be given to each Member personally or by mail, telephone or via fax at least three (3) days prior to the day named for such meeting.

Section Nine: Special Meetings. Special meetings of the Management Committee may be called by the President, Vice President or Secretary on three (3) days notice to each Member, given personally, by mail, telephone or via fax, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section Ten: Waiver of Notice. Before or at any meetings of the Management Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Committee shall be a waiver of notice by him of the time and place thereof. If all Members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

Section Eleven: Management Committee's Quorum. At all meetings of the Management Committee, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Management Committee. If, at any meeting of the Management Committee, there be less than a quorum present, the Members present may adjourn the meeting and the meeting shall automatically be held the following day at the same time.

## ARTICLE V

### Officers

Section One: Designation. The principal officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Management Committee. The members may appoint an assistant Treasurer and assistant Secretary, and such other officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person.

Section Two: Election of Officers. The officers of the Association shall be elected annually by the Management Committee at the organization meeting of each new Committee and shall hold office at the pleasure of the Committee.

Section Three: Removal of Officers. On an affirmative vote of a majority of the members of the Management Committee, any officer may be removed with cause, and their successor elected at any regular meeting of the Management Committee or at any special meeting of the Committee called for such purpose.

Section Four: President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Management Committee. He or she shall have all of the general powers and duties that are usually vested in the office of President of the Association, as determined by the Management Committee, including, but not limited to, the power to appoint committees

from and among the owners from time to time as he or she may, in their discretion, decide is appropriate to assist in the conduct of the Association's affairs.

Section Five: Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Management Committee shall appoint some other member of the committee to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed by the Management Committee.

Section Six: Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association, and shall have charge of such books and papers as the Management Committee may direct. He or she shall, in general, perform all duties incident to the office of Secretary.

Section Seven: Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for deposit of all money and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Management Committee.

## ARTICLE VI

### Obligation of Owners

Section One: Condominium Fees. All owners are obligated to pay monthly condominium fees imposed by the Management Committee to meet all project communal expenses, which include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. Such condominium fees shall include monthly payments to a general operating reserve and a reserve fund for replacements. Condominium fees shall be subject to change.

Each unit owner shall pay his or her own electrical, gas and other utility costs.

Section Two: Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his or her own unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damage and liabilities that his or her failure to do so may engender.

(b) All repairs of internal installations of the unit, such as water, lights, gas, power, sewage, telephones, air conditioning, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Committee for any expenditure incurred in repairing or replacing any common area or facility damaged through his or her fault, and such expenditure shall be added to and become an assessment to which the lot of such owner is subject.

(d) Each unit owner is responsible for the interior maintenance of his or her unit.

(e) Exterior maintenance. In addition to maintenance upon the common areas, the Committee shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance or repair of a unit or the improvements thereon is caused through the willful or negligent acts of the family, guests or invitees of the owner of that unit needing such maintenance and repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

Section Three: Use of Family Units--Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modification or alteration in or to the outside of his or her unit or installations located therein or cause to be placed or erected on the common property any out buildings without previously notifying the Management Committee in writing. The Management Committee shall have the obligation to answer within twenty (20) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section Four: Right of Entry.

(a) An owner shall grant the right of entry to the Management agent or to any other person authorized by the Management Committee of the Association in case of emergency originating in or threatening his or her unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives when so required, to enter his or her unit for the purpose of installing, altering or repairing mechanical or electrical services, provided that the requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of emergency, such right of entry shall be immediate.

Section Five: Rules of Conduct.

(a) No resident of the project shall post any advertisement or posters of any kind in or on the project, except as authorized by the Management Committee, in which event any and all signs shall be displayed in a tasteful manner.

(b) Residents shall exercise care in making noises or using musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will be in accordance with municipal sanitary regulations.

(c) Hanging of garments, rugs and the like from the windows or from any of the facades of the project is prohibited.



(d) Throwing of garbage or trash outside of the installations provided for such disposal in the service area is prohibited.

(e) No owner, resident or lessee shall install wiring for electrical or telephone installations, television and antennae, machines, air conditioning units, or the like, on the exterior of the project or that protrude through the walls or the roof of the project, except as authorized by the Committee.

(f) It is expressly agreed upon by the Homeowners Association that at no time in the future, from the date of recordation of the Homeowners Association's Declarations, shall any owner or owners' association make alterations or improvements to the drainage and site retention plans as approved by the West Valley City Public Works Department under the provisions of Sections 7-5-8.5 and 7-5-11 and any other pertinent sections of the West Valley City Flood Control, Storm Drainage and Water Quality Ordinance of 1982, so as to result in excess waters from storm or flood draining into the City-County Drainage System. All proposed alterations or improvements of any nature to the system shall require prior approval by the West Valley City Public Works Department.

(g) Recreational vehicles shall not be stored in the assigned parking spaces behind each home, nor shall any type of vehicle be stored or maintained on cinder blocks or the like in the assigned parking spaces behind each home, in accordance with West Valley Ord. § 24-8-102.

(h) Parking on the streets shall be prohibited. Homeowners shall park in the two assigned parking spaces behind their homes only. Guests shall park in designated guest parking areas only.

(i) The two assigned parking spaces and the carport to each unit shall be maintained in a reasonably clean and uncluttered manner and shall not be used as storage for lumber, boxes, tires, or the like, excepting those with specific built-in storage enclosures for this purpose, but shall be kept free and clear of any and all debris and garbage.

ARTICLE VII

Method of Amending By-Laws

Section One: These By-laws may be amended by a simple majority of the homeowners of record in a duly constituted meeting called for such purpose.

ARTICLE VIII

Mortgages

Section One: Notice to Management Committee. An owner who mortgages his or her unit shall notify the Management Committee of the name and address of his or her mortgagee, and the Management Committee shall maintain such information in a book entitled "Mortgages of Units."

ARTICLE IX

Compliance

These By-laws are set forth to comply with the requirements of the Utah Code Annotated. In case there is any conflict between these By-laws and the Utah Code Annotated, the provisions of the Utah Code Annotated will supersede and apply.

ADOPTED AND EXECUTED by the Declarant as of this 13  
day of MAY, 1996.

ROSEWOOD TOWNHOMES CONDOMINIUM  
ASSOCIATION

By *Emilio*  
Chairman, Management Committee

Witness:

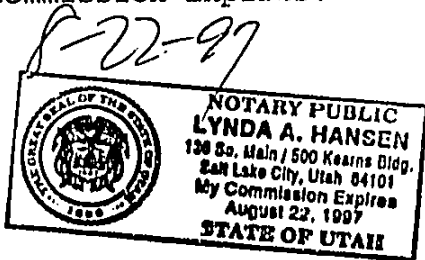
*Kristin*

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

SUBSCRIBED AND SWORN to before me this 13 day of  
May, 1996.

Lynda A. Hansen  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:



VTDI 15-29-481-024-0000	DIST 24	TOTAL ACRES	4.23
ROSEWOOD GARDEN HOMES PHASES I	PRINT U UPDATE	REAL ESTATE	105800
& II COMMON AREA MASTER CARD	LEGAL	BUILDINGS	0
% LYNDA A HANSEN	TAX CLASS MC	MOTOR VEHIC	0
3373 W 3470 S	EDIT 1 FACTOR BYPASS	TOTAL VALUE	0
SALT LAKE CITY UT	841192650 GROWTH PCT 0		
LOC: 3440 S 3450 W	EDIT 1 BOOK 6554	PAGE 2176	DATE 11/19/92
SUB:		TYPE UNKN PLAT	

05/22/96 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY  
 BEG 32.0225 FT N & 1236.9692 FT W FR SE COR SEC 29, T 1S, R  
 1W, SLM; N 89-57'17" E 36 FT; N 0-05'10" W 213 FT; N 89-57'  
 17" E 162.63 FT; N 0-05'10" W 6.011 FT; N 0-02'43" W 136.493  
 FT; N 47-08'57" W 30.604 FT; N 0-02'43" W 72.034 FT; N 89-  
 57'17" E 10 FT; N 0-05'10" W 125 FT; S 89-57'17" W 130 FT; N  
 0-05'10" W 98 FT; S 89-57'17" W 144 FT; S 0-05'10" E 10 FT;  
 S 89-57'17" W 110 FT; S 0-05'10" E 126 FT; S 89-57'17" W 92  
 FT; N 0-05'10" W 18 FT; S 89-57'17" W 128 FT; S 0-05'10" E  
 70 FT; N 89-57'17" E 220 FT; S 0-05'10" E 246.699 FT; S 50-  
 E 36.79 FT; N 89-57'17" E 169.48 FT; S 0-05'10" E 213 FT TO  
 BEG. LESS UNITS. 4.23 AC 5431-1204 5997-1112

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