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BYLAWS of TERRACES OF ROSE PARK

OWNERS ASSOCIATION

A Non-Profit Corporation

An Age 55 or Older

Housing Community

As Amended 09 January 2006

DEFINITIONS OF TERMS

in By-Laws of
Terraces of Rose Park Owners Association

1. Terraces of Rose Park Owners Association, also may be referred to as the Association, or Terraces.
2. Governing Board of Trustees, also called the Board of Trustees, the Board, or Trustees.
3. Member - An individual who has clear title in fee simple.
4. Owner - Can be an individual, a trust, or a Corporation.
5. Hypothecated - Mortgaged.
6. Fee Simple - In real property = unrestricted rights of disposition.
7. Quorum - Minimum number of members required to be present at an assembly before it validly can proceed to transact business.
8. Nuisance - An activity that causes danger or annoyance to others that interferes with others using or enjoying their own property.

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BYLAWS
OF
TERRACES OF ROSE PARK OWNERS ASSOCIATION
A NON-PROFIT CORPORATION
AN AGE 55 OR OLDER HOUSING COMMUNITY
AS AMENDED _____

TERRACES OF ROSE PARK CONDOMINIUM PROJECT IN AN AGE 55 OR OLDER
CONDOMINIUM COMMUNITY UNDER THE FAIR HOUSING ACT TITLE VIII OF THE
CIVIL RIGHTS ACT OF 1968 AS AMENDED 42 U.S.C. 3601-3619 AND THE HOUSING OF
OLDER PERSONS ACT OF 1995 (RULE L.104-76, 109 STATE 787).

ARTICLE I

OFFICE

Section 1. Principle Office. The principal office of the Association shall be in Salt Lake City, County of Salt Lake, State of Utah. The mailing address is: The Board of Directors, c/o Terraces of Rose Park Owners Association, Post Office Box 16071, Salt Lake City, Utah 84116.

ARTICLE II

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held at 7:00 o'clock p.m. on the first Monday in June of each year at the principal office of this Association, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, that the Board of Directors may by resolution fix the date of the annual meeting at such other date as the Board may deem appropriate.

At least ten (10) days (inclusive of the date of meeting) before the date of any annual meeting of the members, the Secretary shall cause a written notice setting forth the time, place and general purpose of the meeting, to be delivered personally or mailed postage prepaid to each member of record at his or her last known address as it then appears on the books of the Association.

Rolls shall be taken and recorded of those attending all meetings, listing the names of the Members attending, their Unit Numbers, and any proxies.

Section 2. Special Meetings. Special meetings of the Members may be called by the President or in his or her absence, the Vice-President or by a majority of the Board of Directors, or by not less than one-third (1/3) of the Members and notice of such meeting shall be given to each Member in writing at least forty-eight (48) hours before the time fixed for the meeting, and such notice shall advise each Member as to the time, place and general purpose of the meeting, and shall be delivered personally or mailed, postage prepaid, to each Member at his or her last known address as it appears on the books of the Association. Whenever all of the Members shall meet in person or by proxy, such meetings shall be valid for all purposes without additional call or notice, or waiver of call and notice. No call or notice of any meeting of Members shall be necessary if waiver of call and notice be signed by all of the Members.

Section 3. Presiding Officer. The President, or in his or her absence, a Vice-President, shall preside at all such meetings.

Section 4. Voting Requirements. When a quorum is present at any meeting, the vote of the majority of Unit Owners representing more than fifty percent (50%) of the undivided Ownership interest of the Common Areas, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation, or of 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 in the case of proxies for the annual meeting, they shall be delivered to a credentials committee consisting of at least three (3) members of the Board of Directors other than the presiding officers, at least ten (10) days prior to said annual meeting. Proxies for Special Members' Meetings must be of record with the credentials committee at least two (2) days prior to the holding of such Special Members' Meetings. The Secretary shall enter a record of such proxies in the minutes of the meeting.

Section 5. Registered Members. At annual meetings of the Members the only persons entitled to vote in person or by proxy shall be those Unit Owners who appear as Members upon the transfer books of the Association on the thirtieth (30th) day before such Annual Meeting of Members and are in good standing. The Board of Directors may, by resolution, fix a date in advance of the date of Special Members' Meetings upon which a Member must appear as a Member of record on the Association's transfer books in order to be entitled to vote at such Special Members' Meeting; 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.

An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, the Owner shall have fully paid all due installments of assessments made or levied against the Owner and the Owner's Unit by the Association hereinafter provided, together with all interests, costs, attorney's fees, penalties and other

expenses, if any, properly chargeable to the Owner and against the Owner's Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

Section 6. Quorum. At any meeting of the Association, the Owners of more than fifty percent (50%) in the aggregate in interest in the undivided Ownership of the Common Areas and facilities shall constitute a quorum for any and all purposes, except where provisions of these Bylaws or the Declaration of Condominium require a vote of more than fifty percent (50%) of the Association, in which event a quorum shall be the percentage of interest required for such vote. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the matter of voting, form of proxies, credentials and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting, after the Presiding Officer at the meeting shall ask, "ARE THERE ANY COMMENTS OR OBJECTIONS?" thereby providing Owners an opportunity to speak.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Responsibilities. The business and property of the Association shall be managed by the Board of Directors. The Board of Directors may, however, enter into such management agreement or agreements with third persons as it may deem advisable.

Section 2. Election. There shall be a total of nine (9) Directors elected to the Board of Directors each serving a three-year term. The annual election of one-third (1/3) of the Directors shall be by mail prior to the annual meeting, with the results of said voting to be disclosed to the Members at the annual meeting. All ballots cast, to be valid, must be returned to the credentials committee at least five (5) days before the annual meeting. Only Members of the Association may be elected as Directors; provided, however, that officers and/or duly authorized agents of entity Owners may also be elected Directors of the Association.

Section 3. Vacancies. In case of any vacancy in the Board of Directors, the remaining Members of the Board may elect a successor Director or Directors to serve the unexpired term (or terms) of office, usually the nominee next in line is selected according to votes received at the annual meeting.

Section 4. Regular Meetings. A regular annual meeting of the Directors shall be held immediately after the adjournment of each annual Members' meeting at the place at which such Members' meeting 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 from time to time by resolution provide.

Section 5. Special Board Meetings. Special meetings of the Board of Directors may be called by the President (or in his or her absence the Vice-President), or by a majority of the Board of Directors, and notice of such meeting shall be given to each Director, orally or in writing, at least twenty-four (24) hours before the time fixed for the meeting, and such notice shall advise each Director as to the time, place and general purpose of the meeting, and shall be delivered personally, or by telephone or telegram, or mailed to each Director postage prepaid to his or her last known address as it appears on the books of the Association.

No notice need be given of regular meetings of the Board of Directors. Whenever all of the Directors meet, such meeting shall be valid for all purposes without call or notice, or waiver of call and notice. No call or notice of any meeting of Directors shall be necessary if waiver of call and notice be signed by all of the Directors.

Section 6. Quorum. A quorum for the transaction of business at any meeting of the Directors shall consist of a majority of the Directors then in office.

Section 7. Committees. The Board of Directors may designate by resolution one or more committees, each committee to consist of three (3) 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(s) 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 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 extended period of time.

Section 7.1. Advisory Committee. There shall be an Advisory Committee composed of three (3) to five (5) former members of the Board to give counsel and advice to the current Board of Directors before making their final decisions.

Section 8. Compensation. Directors, as such, shall not receive any stated salary for their services unless voted upon by the Association.

Section 9. Additional Facilities. The Board of Directors shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the Members.

Section 10. Capital Improvements. Additions or capital improvements to the Project which

cost no more than \$5,000.00 may be authorized by the Board of Directors alone. Additions or capital improvements, the cost of which will exceed such amount, must, prior to being constructed, be authorized by Members holding fifty-one percent (51%) of the undivided ownership interests in the Project. Any additions or capital improvement which would materially alter the nature of the Project, including but not limited to a change in general appearance, or a change of building materials, etc., must, regardless of its cost and prior to being constructed, be authorized by Members holding fifty-one percent (51%) of the undivided ownership interests in the Project.

ARTICLE IV

OFFICERS

Section 1. Selection of Officers. 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 Directors immediately following the annual meeting of the Members; provided, however, that elections of officers may be held at any other meeting of the Board of Directors.

Section 2. Additional Officers. The Board of Directors may appoint such other officers, in addition to the officers hereinbelow 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.

Section 3. Removal. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the Members of the Board of Directors, or by the affirmative vote of the Members holding fifty-one percent (51%) of the undivided ownership interests in the Project.

Section 4. President. The President shall be the chief executive of the Association, and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Association, all loans, mortgages, conveyances, agreements, 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.

Section 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 impose.

Section 6. Secretary. The Secretary shall keep the minutes of the Association and such books and records as these Bylaws or any resolution of the Directors may require. The Secretary shall perform such other services as the Board of Directors may impose. An Assistant Secretary shall be elected, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

Section 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, at any meeting of the Board of Directors, and include with each monthly newsletter. The Treasurer shall perform such other services as the Board of Directors may require and may receive compensation as the Board of Directors may fix or approve.

ARTICLE V

MEMBERSHIP

The Members of the Association shall consist of all persons owning a Unit of the Project in fee simple as shown on the records of the County Recorder of Salt Lake County, Utah. No mortgagee or a beneficiary or trustee under a deed of trust shall be a Member unless and until such a party has acquired title pursuant to foreclosure or any arrangement of proceeding in lieu thereof. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Member's Unit.

ARTICLE VI

TRANSFER OR LEASE OF UNITS

It being recognized that the community of congenial residents of good moral character with the financial resources to insure the proper maintenance and upkeep of Units and payment of common expenses is necessary to protect the value of the Project and the Units. The sale, lease or rental of any Unit shall be subject to the following provisions each Owner covenants to observe. No unit Owner may sell, lease or rent his or her Unit or any interest therein except by complying with the provisions of this Article, the Bylaws, and Declaration.

Section 1. Ownership Limitations. No Member of the Association, prospective buyer, corporation, or otherwise, shall be permitted to hold ownership of more than two (2) Units in the Project.

Section 2. Age 55 Community. This is an age 55 or older housing community; and at least 80% of occupied Units must be occupied by at least one person 55 years of age or older and no person may be a permanent resident who is under twenty-one (21) years of age. The apartment Units are designed for and intended for use as single-family dwelling units, and occupancy for safety, use of facilities, noise, capacity of apartment unit amenities shall be limited to two adults. No unit shall be owned by or rented to any individual grantee(s) or tenant(s) under the age of 55 years without the written consent of the Board of Directors of the Association. The Association shall verify Ownership, rental and occupancy through reliable surveys and affidavits (such as birth certificates, driver's

licenses, passports, etc.) And shall keep such survey current. The age of Unit occupants should be verified and clearly documented.

Section 3. Rental of Units. The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall mean rental for any period less than twelve (12) months. No more than ten (10) Units in the Project may be rented at any one period of time. The Association shall maintain a list of Units that are rented and shall limit that number to ten (10) Units. Before any Unit Owner may rent the Owner's Unit, the Owner must obtain the written consent of the Association. The Board of Directors of the Association shall not allow rental of more than ten (10) Units in the Project at any one time.

Section 4. Sales and Leases. 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 who has received such offer that it is bona fide in all respects. Within ten (10) days after receipt of such notice, the Board of Directors may elect, by notice to such Unit Owner, to purchase or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the "outside offer" and as stated in the notice from 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.

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

Section 5. Consent of Unit Owners. 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.

Section 6. Release of Option. The right of first refusal contained in Section 4 of this Article may be released or waived by the Board of Directors, in which event the Unit may be sold, conveyed or leased, free and clear of the provisions of such section.

Section 7. Financing by Board of Directors. Acquisition of Units by the Board of Directors, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may levy an assessment against each Unit Owner in proportion to his or her interest in the Project's common areas and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided in Article XII of these Bylaws as amended. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or mortgage of any property other than the Unit so to be acquired by the Board of Directors.

Section 8. Non-Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, the Declaration, these Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 9. Occupancy. The Owner or Owners of each Unit in the Project shall notify the Board of Directors in writing of the name, address and telephone number and age of any proposed occupant of the Unit at least fifteen (15) days prior to the proposed date of occupancy, the Board of Directors must within fifteen (15) days from and after the date of receipt of such notice either

approve or disapprove the proposed occupant. If approved, the approval shall be stated in a writing executed by the President and Secretary of the Association and shall be delivered to the Unit Owner. If disapproved, the Unit Owner shall be advised of the disapproval in writing and the occupancy shall not be allowed. In the event the Board of Directors on behalf of the Association disapproves a proposed occupant, the Unit Owner or Owners concerned shall have the right to have the disapproval reviewed by the Unit Owners at a special meeting of the Association Members which shall be called at the said Owner or Owners' request, by the President or Vice-President of the Association pursuant to the provisions of these Bylaws. Upon receiving such request, the President or Vice-President shall call a special meeting of the Members and shall give such notice of the meeting as may be required to insure that the same shall be held within ten (10) days after the receipt of such request. Unless Unit Owners representing fifty-one (51%) of the undivided Ownership interest in the Project's common areas and facilities vote at said meeting in favor of reversing the Board of Directors' disapproval, the Board of Directors' decision shall be and remain final.

Section 9.1. Single Family Dwelling. The Apartment Units are designed for and intended for use as Single-Family dwelling units, and occupancy for safety, use of facilities, noise, capacity of apartment unit amenities shall be limited to two adults. Visitation in any Unit for a period of more than two (2) weeks shall be deemed, and may be treated by the Association as occupancy for the purposes of this section.

Section 10. Notices. All notices hereunder shall be sent by certified mail to the Board of Directors c/o The Terraces of Rose Park Owners Association, Post Office Box 16071, Salt Lake City, Utah 84116, or to such other address as the Board of Directors may hereafter designate from time to time.

ARTICLE VII

ANNUAL STATEMENT

The Board of Directors shall present at each annual meeting, and when called for by a vote of the Members at any special meeting of the Members, a full and complete statement of the business and condition of the Association.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Association shall be a calendar year.

ARTICLE IX

BUILDING RULES

The Board of Directors shall have the power to adopt and establish, by resolution, such building, management and operational rules as the Board of Directors may deem necessary for the maintenance, operation, management and control of the Project, and the Board may from time to time, by resolution, alter, amend, and repeal such rules. Members, who shall also be the Owners of said Units in the Project, shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Members of the Association and all occupants of the Project.

ARTICLE X

AMENDMENTS

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

ARTICLE XI

OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The Association, as agent for its Members, shall be in charge of and responsible for the maintenance, control, operation and management of the Project, in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration whereby the Project is established and submitted to the provisions of said Act, the Association's Articles of Incorporation, these Bylaws, such building, management and operational rules and regulations as the Association may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association. The Association shall, in this connection, provide for the proper and reasonable maintenance, control, operation and management of the Project and of the common areas and facilities appurtenant thereto. The Association, unless determined otherwise by a majority of its Members, shall also provide water as the same may be required for the proper and necessary use and occupancy of a Unit and such general repair, maintenance and janitorial services as may be reasonably required for the proper and necessary care, maintenance and repair of said common areas and facilities. In addition, the Association will be responsible for the proper and reasonable care and maintenance of all patios and balconies contained within the Project, including all fences, railings and outside walls surrounding the same, [balcony floors are the responsibility of the Owner] although said

patios and balconies are not part of the Project's Common Areas and Facilities. Each Owner or occupant of a Unit shall provide and pay for all utilities, other than water, used in the Unit of which he or she is the Owner or occupant. No Owner or occupant shall permit or suffer the water to be left running for any unreasonable or unnecessary length of time in the Unit of which he or she is the Owner or occupant. The Association shall have no obligation or responsibility with respect to the care and maintenance of the individual Units, except for the care and maintenance of the patios and balconies as above provided. The Association shall publish and adhere to the policies and procedures set forth in these Bylaws and rules promulgated thereunder.

ARTICLE XII

PAYMENT OF EXPENSES AND DISTRIBUTION OF INCOME

Section 1. General Operating Reserve Fund. The Association shall establish a general operating reserve fund for use in connection with the management and operation of the Project. The amount of such fund may be increased or decreased by the Board of Directors from time to time as the Board may deem advisable. The Board of Directors shall be required to maintain and perpetuate reserves in amount not less than \$15,000, or such greater amount as the Board of Directors shall deem prudent against emergencies, acts of God and replacement of roofs, so as to equitably spread such risks or expenses fairly over a reasonable period, and, when such reserves are depleted as a result of such occurrences, a reasonable portion of monthly assessments shall thereafter be applied to replenish such reserves.

Section 2. Payment of Expenses. All costs and expenses incurred by the Association, as agent for its Members, in connection with the maintenance, control, operation and management of the Project shall be paid and discharged by the Association, or its duly authorized agent, from the general operating reserve fund, as the same shall become due and payable. Each Member of the Association shall in turn pay the Association for his or her share of said costs and expenses on the basis of such Owners a proportionate interest in the Project's common areas and facilities. Such payments by Members of the Association shall be paid monthly and shall be payable on such days and in such amounts as the Board of Directors shall determine; provided, however, that the total amount of all payments required to be paid by any Member to the Association during any given year shall not exceed such Owner's proportionate part of the total costs and expenses for which the Association is reimbursed by its Members during such year.

ARTICLE XIII

TAXES AND INSURANCE

Section 1. Taxes. It is acknowledged that under the Utah Condominium Ownership Act each Unit and its percentage of undivided interest in the common areas and facilities of the Project, are

subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the Project as such. Each Member will, therefore, pay and discharge any and all taxes which may be assessed against the percentage of undivided interest in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he or she is the Owner.

Section 2. Insurance. The Association shall secure and maintain the following insurance coverage on the Project.

Section 2.1. Fire and Extended Coverage. The Association shall secure and at all times maintain, in its own name, a policy of Fire and Extended Coverage Insurance on the Project in the sum of not less than \$1,260,000.00 initially, and in such greater or lesser sum thereafter as the Board of Directors may from time to time determine to be necessary, proper and adequate. As among Members of the Association, participation in any proceeds realized by the Association from said insurance policy will be on the basis of any damage sustained. In the event such Members cannot agree on the amount of damage sustained by each, the decision of the Board of Directors respecting the appraisal of such damage shall be conclusive. Each Member shall be responsible for securing and maintaining insurance coverage on any item of personal property which he or she may have in or on his or her particular Unit.

Section 2.2. Public Liability Coverage. The Association shall secure and at all times maintain, in its own name, a policy of Comprehensive General Liability Insurance for bodily injury and property damage in the amount of \$500,000.00. Said minimum coverage limit may be increased or decreased by the Board of Directors from time to time as it may deem to be in the interest of its Members.

It is intended that the insurance policies herein provided for include coverage for any act or omission of the Association, its officers, Members, agents and employees, or of the occupants of any Office Unit in the Project, respecting the ordinary and anticipated use, occupancy, operation and/or maintenance of the Project. It is not intended, however, the said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any Member or occupant, or their employees, respecting acts or omissions other than those arising out of the ordinary and anticipated use, occupancy, operation and/or maintenance of the Project or of any of said Units.

ARTICLE XIV

RIGHT OF ENTRY

Section 1. By the Association. The Association and its duly authorized agents shall have the right to enter any and all of the said Units in case of an emergency originating in or threatening such unit or any other part of the Project, whether the Owner or occupant thereof is present at the time

or not. The Association and its duly authorized agents shall also have the right to enter any and all of the Units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the Project.

Section 2. By Members. All Members and their duly authorized agents and representatives shall have the right to enter any Unit contained within the Project for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to any other Unit in the Project; and provided further that the Member affected by such entry shall first be notified thereof, if available and if time permits.

ARTICLE XV

REIMBURSEMENT FOR DAMAGES

Each Member shall promptly perform or cause to be performed all maintenance and repair work within any Unit owned by him or her which, if omitted, will adversely affect the building in which said unit is located in its entirety, or any other part of the Project, and shall be liable in damages for any failure on his or her part so to do. Each Member shall also reimburse the Association for the full value of any repairs or replacements to the common areas and facilities made necessary through the negligence or fault of such Member or such Member's tenants.

ARTICLE XVI

NUISANCES

No Member or occupant shall cause, permit or suffer any nuisance to be created or carried on in any Unit of which he or she is the Owner or occupant.

ARTICLE XVII

PARKING FACILITIES

The Project has or will have covered parking facilities as shown by the Record of Survey Map of the Project. Said parking facilities shall be and remain a part of the Project's common areas and facilities, but the Owner of each of said Units shall have the right to the exclusive use of a particular parking space therein to be assigned by the Board of Directors. No automobile shall be parked in the Project outside of the designated parking areas without permission from the designated Owner and shall not occupy space intended for entry or exit to the buildings of this Project.

No motorized vehicle of any kind shall be parked outside of designated parking areas.

ARTICLE XVIII

USE AND OCCUPANCY

Section 1. Obstruction of Common Areas and Facilities. No Member shall cause or allow, nor permit any person over whom he or she has or may exercise supervision or control to cause or allow, any foyer, stairway, hallway, exit, entrance, breeze way, fire escape, roadway, driveway or sidewalk in or on the Project to be obstructed or to be used for any purpose other than for ingress to or egress from a Unit or the Project.

Section 2. Use of Units. No Owner or occupant of any Unit shall, without the prior written consent of the Association, occupy or use a Unit, nor permit any person over whom such Owner or occupant has or may exercise supervision and control to occupy or use the same, for any purpose other than a private dwelling, or to permit or suffer anything to be done or kept in or upon any Unit which would constitute a nuisance or a violation of any law, ordinance, or regulation, which would increase the rate of fire insurance on the Project or which might otherwise interfere with the rights of other Owners or occupants of the Project. No sign, signal, advertisement or illumination shall be inscribed or exposed on or at any window or outside wall of the Project, nor on the premises of said Project.

Section 3. Maintenance of Units. Each Owner and/or occupant of any Unit shall, at such Owner's and/or occupant's sole cost and expense, maintain the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and do all redecorating, painting and/or varnishing which may at any time be necessary to maintain such unit in a clean and attractive condition. No such Owner or occupant shall, however, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement or addition in or to any Unit which would adversely affect the building in which such unit is situated or any other unit. No shades, awnings or window guards shall be used on the outside of any building contained within the Project without the prior written approval of the Association. No radio or TV antenna or aerial shall be installed on the outside of any building contained within the Project without the prior written consent of the Association.

Section 4. Use and Occupancy. There shall be no occupants living in any Unit of the Project under the age of twenty-one (21) years of age. Visitation in any unit for a period of more than two (2) weeks shall be deemed, and may be treated by the Association as, occupancy for purposes of this Section.

Section 5. Pets. No birds, animals or pets shall be kept or harbored in any Unit of the Project at any time!

Section 6. No Waiver of Strict Performance. The failure on the part of the Association or the Board of Directors to insist, in one or more instances, upon a strict performance of any of the terms, covenants or conditions of the aforesaid Act, Declaration, Record of Survey Map, management agreement, rules, regulations, agreements, determinations and/or these Bylaws, or to exercise any right or option therein contained shall not constitute nor be construed as a waiver or other right which the Association or Board of Directors may have thereunder or which they may thereafter acquire in such term, covenant, conditions, restriction or other right which the Association or Board of Directors may have thereunder or may thereafter acquire shall remain in full force and effect. The receipt by the Association or Board of Directors of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Association or Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the President and Secretary of the Association.

Section 7. Smoking. Smoking is prohibited within all common areas and is prohibited in any Unit, except for Owners or occupants who were living in the Unit prior to the date of these amended Bylaws. If the tobacco smoke drifts into any other Unit or area within the Project, Owners or occupants may be subject to fines or penalties.

The Association shall publish and adhere to these policies and procedures that demonstrate the intent required under these Bylaws.

ARTICLE XIX

PENALTIES

In addition to any other remedies available at law or equity, or under the terms of these Bylaws, the Articles of Incorporation or the Declaration of the Terraces of Rose Park Condominium Project, the Board of Directors is hereby authorized to establish and enforce penalties in the event of noncompliance with the rules and regulations established by the Board of Directors or these Bylaws or said Declaration.

ARTICLE XX

OBLIGATION TO COMPLY

Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with these Bylaws and the Declaration of Terraces of Rose Park Condominium Project, and the rules and regulations adopted pursuant thereto from time to time, all agreements and determinations lawfully made or entered into by the Board of Directors when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Board

of Directors or other aggrieved party for injunctive relief and/or to recover any loss or damage resulting therefrom, including attorney's fees, incurred in obtaining compliance and/or recovering damages.

ARTICLE XXI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association may indemnify any officer or Director or former officer or Director of the Association, against expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been such Director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or willful misconduct in the performance of duty; and to make any other indemnification that shall be authorized by resolution adopted by the Board of Directors or Members.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Terraces of Rose Park Owners Association, a Utah Nonprofit Corporation, an age 55 or older housing community; and
2. That the foregoing Bylaws, comprising sixteen (16) pages, constitute the original Bylaws of said corporation as duly adopted at the Organizational Meeting of the Board of Directors thereof, duly held on 09 January 2006

Jill F. Mojabi
Secretary

SUBSCRIBED AND SWORN to before me this 12th day of January 2006.



Jill F. Mojabi
NOTARY PUBLIC
Residing at: 115 E 1300 S, SL, UT

My commission expires:

5-12-2009

This Amendment to Bylaws of Terraces of Rose Park Owners Association affects that certain property located in Salt Lake County and described in the Declaration of the Terraces of Rose Park Condominium Project as follows:

ALL of Lots 3 and 40, Block 13, OAKLEY, together with the West 8.13 feet of the vacated alley adjoining said property on the East; all of Lots 1, 8, 9, Block 1, ROSE PARK PLAT "B", and part of Lot 10, Block 1, ROSE PARK PLAT "B", all of which is more particularly described as follows:

Beginning at a point which is North 00°00'55" West 80.11 feet from the Southwest corner of Lot 10, Block 1, ROSE PARK PLAT "B", and running thence North 00°00'55" West 502.54 feet, to the Southwest corner of Lot 7, Block 1, ROSE PARK PLAT "B", thence North 89°58'05" East 316.25 feet thence South 00°00'55" East 482.76 feet; thence North 89°59'46" West 125.0 feet; thence South 00°00'55" East 19.89 feet; thence North 89°59'47" West 191.25 feet, to the point of beginning.