

**FIRST AMENDMENT TO THE
BY-LAWS OF
ROSEWOOD LANE TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.**

**NOW KNOWN AS:
ROSEWOOD LANE TOWNHOUSE, INC.**

This amendment is made and executed on the date set forth below and shall be effective upon recording.

RECITALS

A. Certain real property situated in Davis County, known as Rosewood Lane Planned Unit Development was subjected to (1) certain conditions, covenants, and restrictions as contained in the Enabling Declaration of Covenants, Conditions and Restrictions of Rosewood Lane, Planned Unit Development, recorded on August 28, 1996 as Entry No. 1270584, Book 2038, beginning at Page 1170 in the recorder's office for Davis County ("Declaration"); and (2) By-Laws of Rosewood Lane Townhouse Condominium Association, Inc. ("Bylaws").

B. This amendment shall be binding upon the property described in "Exhibit A".

C. This amendment is intended to clarify the insurance responsibilities of both the Rosewood Lane Townhouse, Inc., a Utah nonprofit corporation ("Association") and the Lot Owners.

D. The Association deems this amendment to be in the best interests of the Lot Owners and the Association as a whole.

E. Article XXVI provides that the Bylaws may be amended with the approval of at least sixty-six and two-thirds percent (66 2/3%) of the voting interests of the Association.

G. As required by the Bylaws, Lot Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the voting interests of the Association have approved this amendment.

NOW, THEREFORE, the Association by and through its Board of Directors, hereby amends the Declaration as follows:

AMENDMENT

Article XXVII of the Bylaws is hereby amended to read as follows:

Article XXVII. INSURANCE. The Management Committee shall obtain and maintain adequate insurance coverage at all times. Such coverage shall be for the type and kind as provided herein. The Management Committee shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

(a) Exclusive authority to adjust losses shall be vested in the Management Committee as insurance trustee.

(b) The insurance coverage shall not be brought into contribution with insurance purchased by individual Owners or their respective mortgagees.

(c) Each Owner may obtain additional insurance coverage at the Owner's own expense.

(d) The insurer waives its right to subrogation as to any claims against the Owners.

(e) The insurance coverage cannot be canceled, invalidated, or suspended because of the conduct of any one or more individual Owners or their respective lessees, employees, agents, contractors, and guests.

(f) The insurance coverage cannot be canceled, invalidated, or suspended because of the conduct of any officer or employee of the association or Management Committee or their employees, agents or contractors, without prior demand in writing that the Management Committee cure the defect and then only if the defect is not cured within thirty (30) days.

(g) The Management Committee, for the benefit of the Association and the owners, shall maintain hazard insurance on all insurable improvements on the common areas and common area facilities, as well as the exterior elements of a Lot's residential unit, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction. The "exterior elements of a Lot's residential unit" includes: the columns; girders; beams; supports; stucco, stone, or siding; roofs; windows; exterior doors; sheathing; the outer studs; and the installation of central utilities such as power, light, gas, water that service more than one (1) Lot. The limits and coverage of said insurance shall be reviewed at least annually by the Management Committee.

(h) The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, the Owners, and the Manager against any liability to the public or to the Owners of a Lots and common areas, and their invitees or tenants, incident to the ownership and/or use of the common areas of the project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of the named insured under the policy or policies shall not be prejudiced as in respect to his action against another named insured.

(i) Each Owner shall be required to notify the Management Committee of, and shall be liable for any increased insurance premium for insurance maintained by the Management Committee occasioned by, all improvements made by the Owner to his unit, the value of which is in excess of ONE THOUSAND DOLLARS (\$1,000.00). Each Owner shall bear the risk of loss for all improvements made to his, her, or their unit that were not the subject of notice to the Management Committee.

(j) Owners of an improved Lot are responsible to maintain adequate hazard insurance against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value, for the interior elements of the Lot's residential unit. The "interior elements of the lot's residential unit" include: the lath; furring; wallboard, plasterboard, or sheetrock; plaster; paint; floors; floor coverings; ducts; wires; conduits; cabinets; countertops; plumbing fixtures; electrical fixtures and outlets; appliances; power, light, gas, water, and other utilities that service the Lot; and any other improvements or fixtures that lie within the building's exterior roofs and walls that are not covered by the Association in (g) above.

(k) No Owner shall be entitled to exercise his right to maintain insurance coverage in

such a way as to decrease the amount that the Management Committee may have in force covering the property or any part thereof at any time.

(l) This Article XXVII shall in no way be interpreted in a manner so as to bestow upon the Association the responsibility to maintain, repair, or replace the Lot improvements. These Lot improvements, which include both the exterior and interior of a Lot's residential unit, are to be maintained, repaired, and or replaced by the Lot's Owner at his sole expense.

(m) Nothing within this Article XXVII shall be interpreted to mean that the Association is opting into the insurance provisions outlined in U.C.A. 57-8a-401 through 407. The Association expressly declares that it is not opting into those insurance requirements.

EXECUTED this 26th day of March, 2011. ~~2012~~

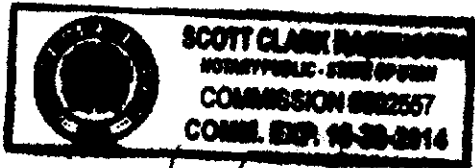
Rosewood Lane Townhouse, Inc.

By: [Signature]

Title: AGENT

STATE OF UTAH)
)SS:
COUNTY OF DAVIS Utah)

On the 26th day of March, 2011, personally appeared before me Matthew Casey Clarke, who by me being duly sworn, did say that he/she is the Manager of Rosewood Townhouse, Inc., and that the foregoing amendment was approved by at least 66 2/3% of the total votes of the Association.



[Signature]
Notary Public

Date: 3/26/2012