



**AMENDMENT TO
RESTRICTIVE COVENANTS & CONSTITUTIONAL BY-LAWS
ROSE LANE
RETIREMENT VILLAGE & HOMEOWNERS ASSOCIATION
A P. R. U. D. SUBDIVISION IN ROY, UT.**

09-315-0001-0018

Whereas a quorum, (fifty-one percent 51%) or more, of the General Membership of Rose Lane Homeowners Association, (who are the owners and residents of Rose Lane Retirement Village), elect to be a housing for older persons as set out in 24 CFR Part 100, as amended, they have signed before a notary public self certifying as to their age being within the requirements as set out in Part 100—Subpart E—Housing for Older Persons 100.304, UNDER THE FAIR HOUSING ACT and do hereby accept the following attached revisions of, and additions to the Restrictive Covenants and Constitutional By-Laws of Rose Lane.

Rose Lane has fifteen (15) of its eighteen (18) units, or 80% of its occupied units (as stated in 100.305... 80% occupancy), occupied by at least one person fifty-five (55) years of age or older, as required by Federal Regulations governing the Implementation of the Housing for Older Persons Act of 1995 (HOPA).

Upon the signing hereof, all documents attached are immediately enforce.

STATE OF UTAH

COUNTY OF WEBER

IN WITNESS WHEREOF, the undersigned, being the Board of Directors of the Rose Lane Homeowners Association Inc., has hereunto set signature to, on this

11th day of September, 2000.

Lyla H. Steed
Lyla H. Steed President

Ladine Thomas
Ladine Thomas Vice President

Eloise Funk
Eloise Funk Secretary/Treasurer

Janet Hancock
NOTARY PUBLIC

E# 1728429 BK2093 PG220
DOUG CROFTS, WEBER COUNTY RECORDER
22-SEP-00 449 PM FEE \$53.00 DEP JPM
REC FOR: ROSE.LANE.ASSOC.

DOCUMENTS ATTACHED HAVE AMENDED
RESTRICTIVE COVENANTS AND CONSTITUTIONAL BY-LAWS
FOR ROSE LANE A P.R.U.D. SUBDIVISION IN ROY, UT.

JANET HANCOCK
Notary Public
State of Utah
My Comm. Expires Feb 23, 2002
2156 West 5475 So Roy UT 84067

RESTRICTIVE COVENANTS

ROSE LANE RETIREMENT VILLAGE ROSE LANE HOMEOWNERS ASSOCIATION INC., A P.R.U.D. SUBDIVISION ROY, UTAH

Whereas the Rose Lane Homeowners Association Inc. has accepted the set of guidelines known as the Restrictive Covenants of Rose Lane Retirement Village and Rose Lane Homeowners Association, said association now sets its hand to enact the following, including the revisions of, and additions to the original Restrictive Covenants dated May 19, 1988 (not recorded); Restrictive Covenants: Entry #1123160, Book 1589, Page 1077 recorded with Weber County on November 01, 1990; the amended Protective (Restrictive) Covenants: Entry #1179332, Book 1627, Page 2227 recorded with Weber County on May 27, 1992; and the amended Restrictive Covenants: Entry #1684640, Book 2053, Page 1754 recorded with Weber County on January 14, 2000.

To protect and preserve property values, and rights of the owners of Rose Lane, a P.R.U.D., Subdivision in Roy, Utah, homes and lots 01 through 18 inclusive, and conform to the rules and regulations of the state of Utah, and the Federal Regulations governing the Implementation of the Housing for Older Persons Act of 1995, (HOPA), and all revisions thereof, as set out in 24 CFR Part 100, as amended.

The following Covenants are immediately enforce. They may be revised or added to as required, and as directed by the association.

1. All structures shall be erected on designated lots at Rose Lane by Rose Lane Corporation and its agents and only as directed by the City of Roy at the time of approval of Rose Lane, a P.R.U.D., in June 1987.
2. All sidelines and setbacks shall be in accordance with said approvals.
3. All building exteriors shall be in conformance with Rose Lane Corporation standard practices, including color, style, sidings, roofs, garages, etc.
4. All landscaping shall conform in every detail to the standard practices of the Rose Lane Corporation. All yards shall be completely landscaped, front and rear, and shall be completely fenced along the rear and side yards.
5. All fencing shall conform in every detail to the standard practices of the Rose Lane Corporation. No deviation in quality and materials shall be permitted.
6. All yards and homes shall be kept in meticulous fashion. No owner shall accrue or dispose of any unsightly or obnoxious material, as defined by Roy City ordinance, on his/her property.

7. No large (as defined by the American Kennel Club) or loud animals are allowed in the project. No Animals of any kind are allowed to roam free or without proper restraint and supervision.
8. Only temporary on street parking is permitted as defined by Roy City ordinance. No junk or abandoned vehicles are allowed within the development for any purpose.
9. All RVs of residents shall be parked off-site, except for reasonable times to load, unload, and clean. (Lots 02 and 04 are grandfathered for original owners only, as per the original Restrictive Covenants recorded with Weber County on November 01, 1990, and the ones amended and recorded on January 14, 2000). Overnight on-street parking shall be permitted for association members and their guests for a period of time to be determined by the association, and conforming to the Constitutional By-Laws of the Rose Lane Homeowners Association, Inc.
10. It is the intent of Rose Lane Retirement Village / Homeowners Assn. to be a housing for older persons as set out in 24 CFR Part 100, as amended. As per the 80/20 split required by the Federal Regulations governing the Implementation of Housing for Older Persons Act of 1995 (HOPA), there shall be at least 80% percent of all units (fifteen (15) of the eighteen (18) units in Rose Lane), occupied by at least one person in each residence who is fifty-five (55) years of age or older.

The appropriate use of the remaining 20% percent, (three (3) units), shall be at the discretion of Rose Lane Homeowners Association .

1. **Rose Lane Homeowners Assn. requires all permanent residents shall be at least fifty (50) years of age.** Permanent residency shall be defined as any period of time longer than one month

A. Exceptions:

1. Any Person who may be required to give nursing care to a resident of Rose Lane Retirement Village when that resident is unable to live alone due to age or having a medical condition that requires in-home care. Any other exception shall be made by approval of Rose Lane Homeowners Association.

2. Lot 17 is grandfathered for the original owner only, as per the original Restrictive Covenants recorded with Weber County on Nov. 01,1990, (and the ones amended and recorded on January 14, 2000), until such time as she sells her unit.

No owner at Rose Lane may rent or lease his/her residence to anyone under the age of fifty-five (55) years, as stated above for the purpose of residency without prior written permission from the Board of Directors

A. Exception:

Lot 15 is grandfathered for the current owner only, until such time as she sells her unit.

Upon the sale of Lots 15 and 17, all requirements herein shall be enforce.

- 11 Children, grandchildren, etc., are welcomed guests but their control is the direct responsibility of the inviting owner. Careful consideration shall be given at all times to the other residents.
12. The use and care of the common areas (i.e. roadway and access gate) shall be as directed by the association, and shall conform to the requirements for the consideration of all other residents. (The previous Lot 05 common area as recorded with Weber County in amendment to Protective (Restrictive) Covenants: Entry #1179332, Book 1627, Page 2227 on May 27, 1992, was sold in 1995 and developed upon by approval of Roy City).
13. All home businesses are disallowed, except as defined by Roy City ordinances
14. It is incumbent upon each and every homeowner selling his/or her property located within Rose Lane Retirement Village to advise prospective buyers, and/or acting realtors etc., of every and all restrictive covenants and rules set forth in the Rose Lane Homeowners Association Inc., By-Laws and Restrictive Covenants.
15. It is intended that all Roy City ordinances as amended shall be enforced for the safety and protection of the residents by the association. Enforcement of these and other adopted covenants shall be made by appeal to members directly by the association (of which each homeowner is a member), by Roy City ordinances, by Federal, State, and County ordinances, by appeal to courts or jurisdiction, by legal council, or by any combination of means necessary to enforce these covenants.

STATE OF UTAH

COUNTY OF WEBER

Upon the signing hereof, this document shall immediately become effective.

IN WITNESS OF, the undersigned, being the Board of Directors of the Rose Lane Homeowners Association, has hereunto set signature to, on this 11th day of

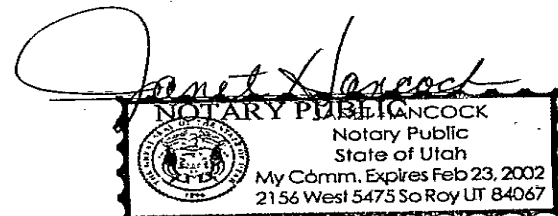
September, 2000

Lyla H. Steed
Lyla H. Steed President

Ladine Thomas
Ladine Thomas Vice President

Eloise Funk
Eloise Funk Secretary/Treasurer

#: 1728429 BK2093 PG223



CONSTITUTIONAL BY-LAWS

ROSE LANE RETIREMENT VILLAGE
ROSE LANE HOMEOWNERS ASSOCIATION INC.
A P.R.U.D. SUBDIVISION
ROY, UTAH

ARTICLE I

SECTION I - NAME

The name of the association shall be Rose Lane Homeowners Association, Inc.

SECTION II - APPLICABILITY

The Constitutional By-Laws contained herein shall apply to all present and future homeowners and/or tenants of owners. Homes and Lots 01 thru 18 inclusive.

SECTION III - PURPOSE

The purpose and objectives of this Assn. shall be to protect and preserve properties within Rose Lane, Roy City, Weber County, State of Utah, for the benefit of the Rose Lane homeowners, and to maintain the aesthetic beauty, roadway, and control traffic. And to serve Rose Lane's interest without becoming a tool to special interest groups or attempting to solve personal or two-party disputes.

SECTION IV - MEMBERSHIP

Membership shall be all homeowners living within the boundaries of Rose Lane Homeowners Assn. In addition, any lessee or renter shall also hold membership.

1. It shall be incumbent upon any owner leasing or renting his/her property to notify the Board of Directors and advise who shall be responsible for assessments, etc.
 - A. Owners shall be held responsible for all assessments, etc., if tenants fail to remit payment. Further, the owner shall be responsible to himself or herself for any action taken against tenants for reimbursement.

ARTICLE II

SECTION I - BOARD OF DIRECTORS

A Board of Directors consisting of three (3) members shall govern the Assn.;

#1. President, #2. Vice President, #3. Secretary/Treasurer. Duly elected Assn. members voted upon at a General Membership meeting, shall hold these positions and serve for a period of three (3) years.

The Board of Directors shall administer the business of the Assn. in accordance with the wishes of the General Membership.

SECTION II - RESPONSIBILITIES

The Board of Directors shall administer the Assn. business such as:

1. Collection of assessments.
2. Contract for services, maintenance, winter snow removal, etc.
3. Any other items of business that may arise due to future changes, etc.

SECTION III – TERM OF OFFICE

If either the President or Secretary/Treasurer cannot fulfill the three (3) years term of office, the Vice-President shall assume the duties of that office being vacated, and complete the balance of that term. The two remaining Directors shall appoint and interim Vice President to fill that position for the balance of that term.

The Director leaving office must submit, in writing, his or her resignation to the Board.

SECTION IV – DIRECTORS DUTIES

The duties of the Directors shall be as follows:

1. President: To chair General Membership and Board of Directors meetings; coordinate with Directors on all Assn. business; issue periodic newsletters to the General Membership on current or upcoming items of business; coordinate with the Secretary/Treasurer on financial affairs and audits, etc.
2. Vice President: To assume the duties of the President if or when the President is temporarily unavailable, i.e. chair meetings, etc.; assume the duties of the President or Secretary/Treasurer in the event either position becomes vacant; coordinate with Directors on all Assn. business; aid in regular or special items of business, etc.
3. Secretary/Treasurer: To coordinate with the Directors on all Assn. business; notify the General Membership of scheduled meetings; take minutes of meetings and read previous minutes of meetings, etc.; and also maintain complete records of all Assn. business, both financial and recorded information, etc.

SECTION V – REMUNERATION

There shall be no remuneration made to any Director or homeowner for service to the Assn. for any reason. Each and every Assn. member shall serve the Assn. at no cost.

Reimbursement of Assn. business expenses (supplies, duplicating services, etc.) shall be made only upon receipt(s) and with the approval of all three (3) Directors.

SECTION VI – LIABILITY

The Board of Directors shall not be held liable for any theft, vandalism, disturbance, unauthorized entrance, or other similar occurrence that may occur or take place within Rose Lane.

ARTICLE III

SECTION I – ASSESSMENTS

Assessments shall be the responsibility of each homeowner, and will be based on a 1/18th percent of total costs. Assessments for each upcoming year shall be invoiced to homeowners during December of the previous year, and shall be due and payable January of the new year. Each homeowner must bear his or her proportionate share of maintenance and service assessments. Each homeowner shall receive a receipt for payments.

Annual assessments shall consist of costs for winter snow removal, secondary water, and / or any other maintenance of road, water and sewer lines, etc. that may be required in the future.

Assessments must be used solely for the maintenance, service, and operation of Rose Lane Home Owners Assn., Inc. (Assessments can not be used for thank you gifts, flowers for illness or funerals, etc. These donations must be collected separately).

The Board of Directors and a quorum (51% percent) of the General Membership must approve road signs or any additions to Rose Lane by vote, before any assessment (s) can be made.

Assessments will be determined by the Board of Directors, kept to a minimum, and examined periodically to determine whether to increase or decrease is feasible.

A bank account shall be established and maintained for the purpose of administering the Assn. financial concerns.

1. All three (3) Directors shall be required to be signatories on Bank Identification Cards.
2. All transactions on accounts shall require no less than two (2) signatures of Directors.
3. Records of all assessments, payments, and etc. shall be kept and shall be open to all Assn. members (who have paid their assessments) upon written request.

SECTION II - DELINQUENT ACCOUNTS

Unpaid assessments shall be deemed delinquent no later than thirty (30) days after notification of it.

SECTION III - AUDIT

An annual audit of the financial records of the Assn. shall be made. Two (2) Directors, and at least one (1) Assn. member (volunteer) shall conduct the audit. The financial records shall be open for inspection to all Assn. members.

SECTION IV - MISCELLANEOUS

If excessive amounts of assessments accrue, adjustments shall be made, and the following year's assessments will be adjusted accordingly.

ARTICLE IV

SECTION I - MEETINGS

1. The Board of Directors shall schedule General Membership meetings whenever there is sufficient business of the Assn. to warrant such meetings. A convenient meeting place shall be chosen; and every Assn. member shall be notified, in writing, in advance, (no less than two (2) weeks) of planned meeting.
2. In the event an emergency arises, the President may wave the two(2) week advance notification requirement and call a meeting to be held at a time of his/her discretion.
3. If a quorum (51% percent) of the General Membership cannot be present, the Board of Directors shall reschedule the meeting(s) at a date more suitable to all.

4. If an emergency meeting is called and a quorum (51% percent) of the membership cannot be present, any number of members present shall constitute the quorum at that emergency meeting. If a vote is required, a majority of the votes shall be considered valid.
5. If an emergency meeting is called to elect a full Board of Directors, the above instructions shall take precedence over the requirements as is stated in ARTICLE V, SECTION I – Elections, and SECTION II – Installation of Directors and new officers shall be installed immediately following the vote. The new Secretary shall notify, in writing, all Assn. members within five (5) days of the change of Directors.
6. The Board of Directors shall meet as necessary to conduct Assn. business. Board of Directors meetings shall be open to all Assn. members.

ARTICLE V

SECTION I – ELECTIONS

Prior to General Membership meetings, names of Assn. members seeking election to the Board of Directors shall be gathered by the Secretary and placed on a ballot. Ballots will be passed out to all Assn. members no later than seven (7) days prior to the meeting. Ballots shall be returned to the Secretary prior to, or at, the meeting to be tallied. The Secretary and one (1) Assn. member shall do the tally at the general meeting. The newly elected Directors will be announced prior to the close of the meeting.

SECTION II – INSTALLATION OF DIRECTORS

The Assn. member receiving the majority number of votes shall be installed as a new Director at the first (1st) Board of Directors meeting following the General Membership meeting. The Board of Directors meeting shall be held within thirty (30) days after the General Membership meeting.

ARTICLE VI

SECTION I - ASSOCIATION RESPONSIBILITIES

It shall be the responsibility of every Assn. member to take active participation in the administration of the Assn.: (1) attend meetings; (2) vote issues; (3) pay assessments; (4) forward recommendations and /or complaints (in writing and signed) to the Board of Directors.

SECTION II - INDIVIDUAL RESPONSIBILITIES

1. To make payment of assessments in a timely manner so as not to become delinquent.
2. To caution visitors that care and respect shall be given to all other homeowners and their properties.
3. Take responsibility for removing litter, etc. blown in by winds or otherwise, on the roadway and lawns.
4. Keep pets properly restrained either by fence or leash.
5. No Assn. member shall hold the Assn. responsible in any way for injury or etc. from use of roadway.

SECTION III - REQUIREMENTS

1. It is the intent of Rose Lane Retirement Village / Homeowners Assn. to be a housing for older persons as set out in 24 CFR Part 100, as amended. As per the 80/20 split required by the Federal Regulations governing the Implementation of Housing for Older Persons Act of 1995 (HOPA), there shall be at least 80% of all units (fifteen (15) of the eighteen (18) units in Rose Lane), occupied by at least one person in each residence who is fifty-five (55) years of age or older.

The appropriate use of the remaining 20% percent, (three (3) units), shall be at the discretion of Rose Lane Homeowners Association.

1. Rose Lane Homeowners Assn. requires all permanent residents shall be at least fifty (50) years of age. Permanent residency shall be defined as any period of time longer than one month.

A. Exceptions:

- # 1. Any person who may be required to give nursing care to a resident of Rose Lane Retirement Village, when that resident is unable to live alone due to age or having a medical condition that requires in-home care. Any other exception shall be made by approval of Rose Lane Homeowners Association.
- # 2. Lot 17 is grandfathered for the original owner only, as per the original Restrictive Covenants recorded with Weber County on Nov. 01, 1990, Entry #1123160, Book 1589, Page 1077, and the amended Restrictive Covenants recorded with Weber County on January 14, 2000, Entry #1684640, Book 2053, Page 1754 until such time as she sells her unit.

No owner at Rose Lane may lease or rent his/her residence to anyone under the age of fifty-five (55) years, as stated above for the purpose of residency, without prior written permission from the Board of Directors.

A. Exception:

Lot 15 is grandfathered for the current owner only, until such time as she sells her unit. Upon the sale of Lots 15 and 17, all requirements stated here in shall be enforce.

2. Overnight on street parking shall be permitted for Assn. Members and their guests for a period of seven (7) days, or a period of time to be determined on a case by case basis by the Board of Directors. Resident's RVs shall be allowed on-street parking for loading, unloading, and cleaning for a period of seven (7) days. This on street parking is permitted as long as parking does not interfere with neighbor's property lines, mail delivery, garbage pick up, or snow removal. (Note: Roy City Ordinance winter parking restrictions prohibits any on street parking between the hours of 1:00 a.m. and 7:a.m. from November 15th, to March 15th.)

SECTION IV - MISCELLANEOUS REQUIREMENTS

The following requirements are for the protection of all Assn. Members:

1. No signs whatsoever (including, but not limited to, commercial, political, etc.) shall be erected or maintained on any properties within Rose Lane. The exception to this requirement shall be "For Sale" or "For Rent" signs. Any other must be petitioned to the Board of Directors for approval.

2. Any and all changes to Rose Lane (other than changes to individually owned properties) must be petitioned to the board of Directors; then put to a vote of the General Membership (51% percent). No one, either an owner or tenant shall take it upon him/herself to add to, order for, or otherwise change or alter, in any way, any part of Rose Lane, unless that person is ready to assume full responsibility for any and all costs incurred by that change.
3. No persons residing in Rose Lane may take any action in the name of Rose Lane or Rose Lane Homeowners Assn., Inc., of any nature physical or financial, which does not have the full approval of the Board of Directors, and the General Membership (51% percent).
4. Temporary "non-residency" of Assn. members (wintering in warmer climates) shall be responsible for their share of snow removal. This requirement must be met because snow must be removed from in front of their residences for the benefit of all other Rose Lane residents, mail delivery, garbage pick up etc., even during their absence.
5. Any Assn. member whose home is for sale, or sold, but not changed ownership when assessments are due and payable shall be responsible for those assessments. Refund for any unused portion of assessments shall be through the Title Co. at time of closing. The Secretary/Treasure shall audit the sellers account and forward a copy of the account to the seller and/or the Title Co. upon request.

ARTICLE VII

SECTION I- AMENDMENTS

1. The By-Laws may be amended by the General Membership at a General Membership meeting, providing a quorum (51% percent) approves such amendments. Proposed amendment changes may be submitted to the Board of Directors no less than thirty (30) days prior to the Boards general meeting at which time they will be compiled and issued to the members no less than fourteen (14) days prior to the General Membership meeting, OR
2. A list of proposed amendment changes might be compiled and delivered to each member of the Assn. in writing, by the Secretary. This list can then be read (individually) and agreed to or denied by the members, by changing wording, or etc., signing the list and returning it to the Secretary no later than five (5) days from date of issue. The Secretary shall prepare and forward an addendum to the proposed By-Laws changes to each Assn. member. The same method of approval or disapproval shall be used. Only one (1) addendum shall be permitted. The proposed changes shall be compiled and forwarded to each member who may vote YEA or NAY to incorporate those changes into a complete revised By-Laws package. Each member shall receive the new Rose Lane Homeowners Assn. Inc. By-Laws within thirty (30) days of the compilation of the votes.

SECTION II - OTHER

It is intended that all Roy City ordinances as amended shall be enforced for the safety and protection of Rose Lane residents and their properties. Roy City ordinances take first (1st) priority over and above those herein contained for Rose Lane Homeowners Assn. Inc.

The Rose Lane Constitutional By-Laws were last amended, updated and notarized on August 26, 1996. They have not previously been recorded with Weber County.

STATE OF UTAH

COUNTY OF WEBER

Upon the signing hereof, this document shall immediately become effective.

IN WITNESS WHEREOF, the undersigned, being the Board of Directors of the Rose Lane Homeowners Association, has hereunto set signature to, on this 11th day, of

September, 2000.

Lyla H. Steed
Lyla H. Steed President

Ladine Thomas
Ladine Thomas Vice President

Eloise Funk
Eloise Funk Secretary/Treasurer

Janet Hancock
NOTARY PUBLIC



Page 1
 Amendment to Restrictive Covenants
 & Constitutional By-Laws
 For ROSE LANE Retirement Village
 & Homeowners Assn. Inc.
 A P.R.U.D. Subdivision in Roy, UT.

We the undersigned homeowners and members of Rose Lane Retirement Village and Rose Lane Homeowners Association Inc., have read, understand, and agree to the additions of, and revisions to, the amended **Restrictive Covenants and Constitutional By-Laws** here-in.

We the undersigned do self certify to be within the age requirements as set out in 24 CFR Part 100, as amended. We elect to be a housing for older persons according to the Implementation of the Housing for Older Persons Act of 1995 (HOPA), wherein 80% percent of the total units are now occupied by at least one person who is fifty-five (55) years of age or older, and no one under fifty (50) years of age, as required by the Rose Lane Homeowners Association, Inc.
 Exception: Lots 17 and 15 are grandfathered for current owners until such time as units are sold.

	55/older	50/older
Lot 01: <i>Lura Greer</i>		X
Lot 02: <i>Lou Gladine Thomas</i>	X	
<i>Ladine Thomas</i>	X	
Lot 03: <i>Geo J. Peterson</i>	X	
<i>John E. Peterson</i>	X	
Lot 04: <i>Clifton A. Woolwood</i>	X	
<i>Jean Woolwood</i>	X	
Lot 05: <i>Betty S. Thompson</i>	X	
Lot 06: <i>Dean Harris</i>	X	
<i>Carol S. Harris</i>	X	
Lot 07: <i>Richard D. Simmon</i>	X	
<i>Gulys Simmon</i>	X	
Lot 08: <i>Lyla H. Steed</i>		X
Lot 09: <i>Nora B. Steed</i>	X	
Lot 10: <i>Wilford R. Fowers</i>	X	
<i>Arene P. Fowers</i>	X	
Lot 11: <i>Eloise Funk</i>	X	

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 & Constitutional By-Laws
 For ROSE LANE Retirement Village
 & Homeowners Assn., Inc.
 A P.R.U.D. Subdivision in Roy, UT.

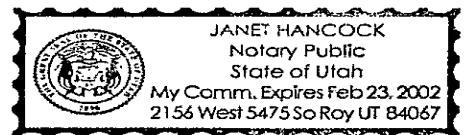
	55/older	50/older
Lot 12: <i>Elden Hamblin</i>	X	
<i>Lorraine Hamblin</i>	X	
Lot 13: <i>Narmi B. Burin</i>	X	
Lot 14: <i>Bland G. Tesky</i>	X	
Lot 15: <i>Deirdre Scott</i>		X
Lot 16: <i>Jean Stanger</i>	X	
Lot 17:		
Lot 18: <i>Bernice Nilson</i>	X	

STATE OF UTAH

COUNTY OF WEBER

ON THE 11th DAY OF September, 2000, PERSONALLY APPEARED BEFORE ME, THE
 SIGNERS OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY
 EXECUTED THE SAME

NOTARY PUBLIC *Janet Hancock*

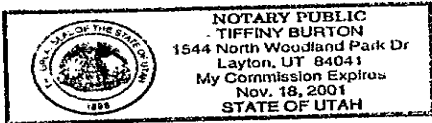


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Amendment to Restrictive Covenants
& Constitutional By-Laws
For ROSE LANE Retirement Village
& Homeowners Assn., Inc.
A P.R.U.D. Subdivision in Roy, UT.

STATE OF UTAH

COUNTY OF WEBER

ON THE 13th DAY OF September, 2000, PERSONALLY APPEARED BEFORE ME,
Rafael Scott LOT # 15, THE SIGNER OF THE FOREGOING
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

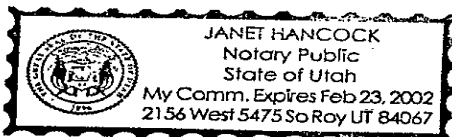


NOTARY PUBLIC Tiffany Burton

STATE OF UTAH

COUNTY OF WEBER

ON THE 22nd DAY OF September, 2000, PERSONALLY APPEARED BEFORE ME,
Bernice Nelson LOT# 18, THE SIGNER OF THE FOREGOING
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT ^{she} ~~THEY~~ EXECUTED THE SAME.



NOTARY PUBLIC Janet Hancock

E# 1728429 BK2093 PG233