

Amendment to Restrictive Covenants

Whereas the Rose Lane Retirement Village of which each homeowner is a member of the Rose Lane Homeowners Association have all read, excepted and signed these new covenants. They are now in force and recorded as such for compliance to the Housing For Older Persons Act of 1995 H.O.P.A., showing self certification of age to comply with the 80/20 split required by (HOPA).

STATE OF UTAH

COUNTY OF weber

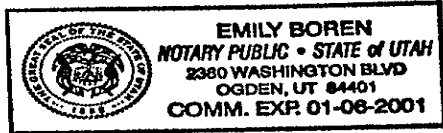
ON THE 14 DAY OF Jan 2000

LYLA STEED, PRESIDENT OF THE HOMEOWNERS ASSOCIATION, APPEARED BEFORE ME AND SIGNED THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Lyly Steed
LYLA STEED

14 Jan 17 2000
DATE

Emily Boren
NOTARY PUBLIC



*Copy of Restrictive Covenants Attached
for Rose Lane a PRUD Subdivision.*

DA 315.000/0018

E# 1684640 BK2053 PG1754
DOUG CROFTS, WEBER COUNTY RECORDER
14-JAN-00 458 PM FEE \$60.00 DEP JMM
REC FOR: ROSE.LANE.RETIREMENT.VILLAGE

RESTRICTIVE COVENANTS

ROSE LANE RETIREMENT VILLAGE ROY, UTAH

Whereas the Rose Lane Homeowners Association, Inc. has accepted the set of guidelines known as the Restrictive Covenants of the 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, and the ones recorded November 1, 1990 and May 27, 1992, to protect and preserve property values and rights of the owners of Rose Lane, a P.R.U.D., homes and Lots 1 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. The following Covenants are immediately in force. 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 buildings 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 be allowed to accrue or dispose of any unsightly or obnoxious material, as defined by 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 R.V.'s of residents shall be parked off-site, except for reasonable times to load and unload, and clean. (Lots 2 and 4 are grandfathered, for the original owners only, as per the original Restrictive Covenants recorded November 1, 1990.) 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.

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10. No permanent residency at Rose Lane shall be allowed by anyone under the age of 50 years. There shall be at least 80-percent of all units (15 of the 18 units in Rose Lane) occupied by at least one person in each residence who is 55 years of age or older, as per the 80/20 split HOPA requirement. Any other household members or residents must be 50 years of age or older as required by Rose Lane Homeowners Association, Inc. Furthermore, the appropriate use of the remaining 20-percent (3 units) is at the discretion of Rose Lane Homeowners Association. Permanent residency shall be defined as any period of time longer than one month. No owner at Rose Lane may lease or rent his/her residence to anyone under the age of 55 years, as stated above for purposes of residency, without prior written permission from the Rose Lane Homeowners Association. (Lot 17 is grandfathered for the original owner only, as per the original Restrictive Covenants recorded November 1, 1990).

A. Exception: Any person who may be required to give nursing or attendant care to a resident of the Rose Lane Homeowners Association, 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 by approval of Rose Lane Homeowners Association.

11. Children and 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 ~~road frontage~~^{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 5 common area was sold and developed upon in 1995, 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/her property located within Rose Lane Retirement Village to advise prospective buyers and/or acting realtors of every and all restrictive covenants and rules set forth in the Rose Lane Homeowners Association 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.

16. We the undersigned homeowners and members of Rose Lane Homeowners Association, Inc., have read, understand, and agree to the additions of, and revisions to, the Restrictive Covenants herein, and do self certify to be within the age requirements to qualify under 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 55 years of age or older, and no one under 50 years of age as required by the Rose Lane Homeowners Association. The remaining 20-percent of the total units are now owned and/or occupied by persons who are at least 50 years of age or older.

	55/older	50/older
Lot 01: <u>Jura Green</u>		✓
Lot 02: <u>Lay Thomas</u>	✓	
<u>Ladine P. Thomas</u>	✓	
Lot 03: <u>Deep D. Johnson</u>	✓	
<u>John C. Johnson</u>	✓	
Lot 04: <u>Wilton A. Woodruff</u>	✓	
<u>B. Jean Woodruff</u>	✓	
Lot 05: <u>Bobby L. Thompson</u>	✓	
Lot 06: <u>Dean Harris</u>	✓	
<u>Carol S. Harris</u>	✓	
Lot 07: <u>Richard D. Sumner</u>	✓	
<u>Gudyn Sumner</u>	✓	
Lot 08: <u>Lyla H. Stead</u>		✓
Lot 09: <u>Jean B. Fowers</u>	✓	
Lot 10: <u>Wilford S. Fowers</u>	✓	
<u>Irene P. Fowers</u>	✓	
Lot 11: <u>Ernie Sunk</u>	✓	
Lot 12: <u>Eldon Hamblin</u>	✓	
<u>Lorraine C. Hamblin</u>	✓	
Lot 13: <u>Naomi B. Burris</u>	✓	
Lot 14: <u>Blanche C. Farley</u>	✓	

		55/older	50/older
Lot 15:			
Lot 16:	<i>[Signature]</i>	✓	
Lot 17:	<i>[Signature]</i>	✓	
Lot 18:	<i>[Signature]</i>	✓	

STATE OF UTAH

COUNTY OF _____

ON THE _____ DAY OF _____, ~~1988~~, PERSONALLY APPEARED BEFORE ME, THE SIGNERS OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME

SEAL

NOTARY PUBLIC _____