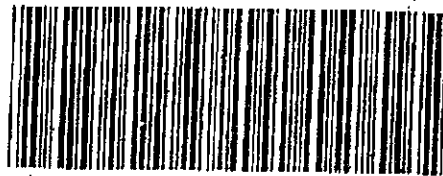


When recorded, please return to
Roselea Court Homeowners' Assoc
Rosemary Byerlein, Pres
137 N. Robson, Unit 2
Mesa, Az 85201



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2001-0116563 02/15/2001 04:33

AMENDMENTS TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROSELEA COURT

(THIS DOCUMENT CONTAINS CHANGES AND/OR ADDITIONS TO THE AMENDED
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON AUG. 5,
1997 AT RECORDING 97-0531700)

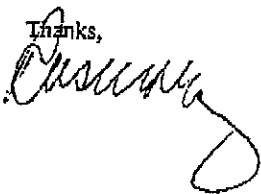
Roselea Court Homeowners' Association
137 N. Robson, Unit 2
Mesa, Az 85201

March 5, 2001

Attached are the Amendments to the CCRs that were voted on during the last Association meeting. They've been recorded and are now part of the legal CCRs Document. Please file with your copy of the CCRs.

Any questions please call me at 835-6576 or stop by.

Thanks,

A handwritten signature in cursive script, appearing to read "Christina", written in black ink.

9.17 Monthly Fee Late Charge. Any monthly fee, or portion thereof, not received by the Roselea Court Treasurer by the 15th of the month will be charged a \$25.00 late fee. This fee shall be included with the monthly fee and due immediately

9.18 Non-Payment of Monthly Fees. If a monthly fee and the applicable late charges are not paid within fifteen (15) days after the fee/fees first became past due shall be deemed delinquent and will be subject to all remedies as stated in this Article for annual assessments.

9.19 Dishonored Check Fee. Any check and/or payment presented to the Association for any reason or any amount is subject to a \$25.00 Returned Check Fee if that check/payment is returned by the writer's financial institution. The Association requires that all fees be paid in order to conduct the business of Roselea Court and dishonored checks can prevent the Board from successfully fulfilling that obligation. If it is deemed that the item was returned in error by the issuer's financial institution, the returned check fee may be waived by a member of the Board; however, any fees and/or charges incurred by the Association because of the aforementioned error cannot be waived and would have to be settled by the owner involved. Any unpaid dishonored check fees become part of their outstanding debt of an owner and are subject to all pertaining remedies as stated in this Article.

Article XIII

GENERAL PROVISIONS

13.19 Providing Information, Documents and/or Statements. At various times while conducting the Business of the Association, the Board is required to provide copies of Association Documents, Budget Information, Insurance Information and/or Owner fee payment information, usually in connection with the sale/purchase of a Lot. Providing this information is time-consuming and may call for several telephone conversations between the Board Member and whoever is making the request. Effective February 10, 2001 a fee of \$100 will be charged to the entity requesting such information. The payment will be made to the order of Roselea Court Homeowners' Association and will be deposited to the general fund.

IN WITNESS WHEREOF, the Recording Declarant has executed this Document of Amendment to the Covenants, Conditions and Restrictions of Roselea Court on this 15th day of Feb., 2001.

Roselea Court Homeowners' Association

By Rosemary E. Eytwein
Rosemary Eytwein, President

ROSELEA COURT
HOMEOWNERS' ASSOC.

AMENDMENTS TO COVENANTS, CONDITIONS AND RISTRICIONS FOR ROSELEA
COURT
FEB 3, 2001

Having been duly voted upon and approved by a meeting of the membership where a majority of the members were present to vote and having been passed by the number of votes as called upon in Article I, Sec. 1.6 of the Roselea Court Bylaws the following Amendments are hereby added to the Covenants, Conditions and Restrictions of Roselea Court:

Article IV

USE AND OCCUPANCY RESTRICTIONS

4.19 Limitation on Leasing of Lots. Effective February 10, 2001 no Owner may lease or rent any portion of their lot and/ or building located on that lot without written permission from the Board of Directors. Leases or leasing agreements already in place on that date may remain in effect in accordance with the previously stated restrictions, i.e. no lot may be leased for a period of less than thirty (30) days; all leases shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the property documents and any failure by the lessee to comply with the terms of the property documents shall be a default under the lease. Upon leasing his lot, an owner shall promptly notify the Association of the commencement date and termination date of the lease and names of each lessee or other person who will be occupying the lot during the term of the lease.

4.20 Minors Use of Common Area. In order to preserve and protect both the property and/or safety of owners, tenants and their guests, all children under the age of eighteen (18) shall not be allowed in the Common Areas without adult supervision.

Article IX

COVENANT FOR MAINTENANCE ASSESSMENTS

9.15 Monthly Assessment. Effective immediately each owner of a lot, by acceptance of a deed therefor or other wise becoming the owner of a lot is deemed to covenant and agree to pay to the Association a monthly assessment, which shall also be known as Homeowners' Fees, the amount of which to be decided upon by a mutual agreement of all members of the Board of Directors. These fees are to be used exclusively to promote the recreation, health, safety and welfare of the owners, for the improvement and maintenance of the General Common Area and for all purposes set forth in the Property Documents including but not limited to insurance premiums, expenses for maintenance repairs and replacements of General Common Area and reserves for depreciation and contingencies.

9.16 Due Date of Monthly Assessment. The monthly assessment shall be due and payable in full every month by the 10th of the month unless previous arrangements have been made between an owner and the Board of Directors. Any fee not received by the Roselea Court Treasurer by the 15th of the month will be deemed late and may be subject to a late fee. The treasurer will make one attempt at collection of the late payment. This attempt can be made in person at the Unit in question, by a telephone call to the owner's telephone number shown in the records of Roselea Court or by the U.S. Mail to the mailing address shown in the records of Roselea Court. All attempts will be documented for future reference. These attempts will not negate the late fee, if applicable.

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IN WITNESS WHEREOF, the Recording Declarant has executed this Document of Amendment to the Covenants, Conditions and Restrictions of Roselea Court on this 15th day of Feb., 2001.

Roselea Court Homeowners' Association

By

Rosemary Byrlein
Rosemary Byrlein, President

ROSELEA COURT
HOMEOWNERS' ASSOC.

AMENDMENTS TO COVENANTS, CONDITIONS AND RISTRCTIONS FOR ROSELEA
COURT
FEB 3, 2001

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