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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/12/2008 11:26 AM
FEE \$28.00 Pgs: 7
DEP RTT REC'D FOR LAYTON CITY

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

For ALL HOME TOWN
HOME PROJECT

D

Layton, Utah

09-368-0001 thru
0007

Affordable Land Lease Townhomes

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL HOME TOWN HOME PROJECT. executed this the ___ day of March, 2008 by AFFORDABLE LAND LEASE HOMES, INC., a Utah Non Profit company, referred to below as "Declaration",

For legal description see Exhibit "A"

1, All town homes in this project are existing apartments converted to single family two bedroom town homes. Each will be sold on a land lease mortgage (see Exhibit "C" for a sample memorandum of lease). The entire parcel of land will be owned by Affordable Land Lease Homes, Incorporated. They also retain the responsibility for the maintenance of the sewer and water laterals and the parking and common areas. The lease agreement for each town home will have a lease fee that will contain one sixth of the expense of the water and sewer charges plus the maintenance of the parking area and limited and non-limited open space. Each unit will be numbered consecutively starting with unit one being on the west end of the town homes.

2. No obnoxious or offensive activity shall be carried on within any unit or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the project or the neighborhood. No clothes drying or storage of any articles, which are unsightly on. patios, carports, porches and sidewalks. No automobiles, trailers, boats, or other vehicles are to be stored on the street in front of units unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours, and comply with any applicable city ordinances pertaining to the parking or storage of vehicles.

3. No structure of temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be placed, built or used on the premises at anytime.

4. All easements and rights of way shall be reserved to the undersigned, its successors and assignees, on under and over said real property. No structures of any kind shall be erected over any of such easements except upon written permission of the owner of the easement, their successors or assignees.

5. No sign of any kind shall be displayed to the public view on any town home or open space except it be a professional sign of not more than five square feet advertising a town home for sale.

6. Trash and garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No unsightly materials or other objects are to be stored on any common areas.

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept by any town home owner. Notwithstanding a pet can be keep with prior registration and approval of the Affordable Land Lease Homes. Inc.

8. No fence, wall, or other object of similar design may be constructed by any town home owner.

9. No structural alterations to any Unit shall be made. No other alteration to any Unit may be made modifying the external appearance, plumbing, electrical or similar work. No alterations within the Common Areas shall be done by any owner without the prior written consent of the Affordable Land Lease Homes Inc.

10. No recreational vehicles (boats, campers, trailers, motor homes or similar items) shall be parked on any portion of the Common Areas.

11. No owner shall bring anything into his Unit or permit anything to be done in his Unit that will cause damage to the building. No owner shall over load a floor of his Unit. If an owner or a visitor causes damage to a unit, a fence or any items in, on or under the premises, the owner is responsible for the cost of repairing or replacing the damaged item.

12. Enforcement of these covenants shall be through the Land Lease signed by each town home owner. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 99 years from the date these covenants are recorded - after which time said covenants shall be automatically extended to cover the longest extending land lease in effect at that time.

14. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Map shall take effect upon its being filed for record in the official records of the County Recorder of Davis County, State of Utah.

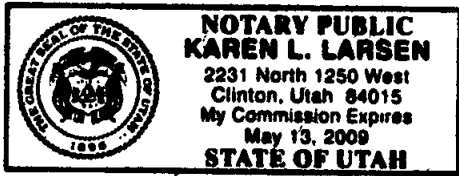
EXECUTED by Declarant on the day an year first above written.

Affordable Land Lease Homes, Inc.

By: 
Mike Ostermiller, Board Chair

STATE OF UTAH)
 : SS.
COUNTY OF WEBER)

On the 7th day of March, 2008, personally appeared before me MIKE OSTERMILLER, who being by me duly sworn, did say that he is a member of AFFORDABLE LAND LEASE HOMES, INC., a Utah non profit company, and that the foregoing Declaration was signed on behalf of said company.




NOTARY PUBLIC

BK 4488 PG 516

Begin forwarded message:

From: "Leland K. Martineau Jr" <lelandm@pinnacle-eng-svy.com>
Date: March 3, 2008 11:03:02 AM MST
To: <jemsonline@comcast.net>
Subject: Exhibit A

EXHIBIT A

BEGINNING AT A POINT 1206.31 FEET NORTH 0°08'30" EAST ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°53'33" WEST 157.91 FEET TO THE EASTERLY LINE OF FAIRFIELD ROAD, THENCE NORTHERLY ALONG THE ARC OF A 505.70 FOOT RADIUS CURVE TO THE LEFT 90.01 FEET (CHORD BEARS NORTH 11°13'39" WEST 89.89 FEET) TO THE SOUTHERN CORNER OF EASTRIDGE ESTATES NO.1, THENCE NORTH 82°50'00" EAST 177.03 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION, THENCE SOUTH 0°08'30" WEST 107.20 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 16,278 sq.ft. 0.37 acres

Leland K. Martineau Jr. P.E.
Pinnacle Engineering & Land Surveying, Inc.
1513 North Hillfield Rd
Layton, UT 84041

Tel: 801.866.0676
Fax: 801.866.0678
Cell: 801.347.1968

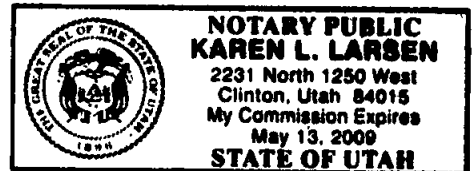
EXHIBIT "B"

Owners Dedication and Certification

The undersigned owner of the tract of land described in EXHIBIT "A" herein does hereby set apart and subdivide the six apartments built thereon into units, common area, limited common area as shown on this plat and assign the name of ALL HOME TOWN HOMES, PROJECT furthermore, I, the undersigned owner of said tract of land do hereby dedicate all paved areas as a private street. The same to be used as public utility easements and thoroughfares forever: The owner also grants and dedicates to Layton City a perpetual open space right easement over, upon, and under the lands designated as common area on the plat as public utility and drainage easements. The same to be used for the installation, maintenance and operation of public utility service lines and storm drainage facilities authorized by Layton City with no buildings or structures being erected within such easements and also to guarantee to Layton City that the open spaces remain forever for recreational use of other approved open space purposes, provided that such common areas are not dedicated for use by the general public but are dedicated to the common use and enjoyment of the owners as more fully provided in the declaration.

signed this 7 day of March, 2008


Mike Ostermiller
Chair of Board

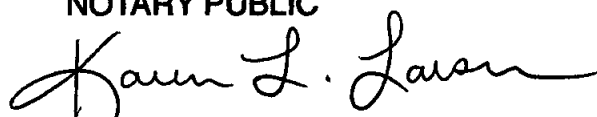


ACKNOWLEDGMENT

STATE of UTAH)
 ss.
COUNTY OF WEBER)

ON THE 7th DAY OF MARCH, 2008, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, MIKE OSTERMILLER BEING SWORN, ACKNOWLEDGED TO ME THAT HE IS MIKE OSTERMILLER OF SAID CORPORATION AND THAT HE SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES
5/13/09

NOTARY PUBLIC


WHEN RECORDED, MAIL TO:

All Home
1376 30th
Ogden, Utah 84403

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated _____, by and between AFFORDABLE LAND LEASE HOMES, INC. (hereinafter Lessor) and _____, (hereinafter Lessee).

Notice is hereby given that Lessor and Lessee are parties to a written lease agreement (hereinafter the LEASE) dated _____, relating to Number _____ in the Lessor's Townhomes at 3240 North Fairfield Road, in the City of Layton, County of Davis, State of Utah, legally described on Exhibit A of the recorded Declaration of CC&R's. The following terms, among others, are contained within the Lease:

1. **TERM.** The principal term of the Lease runs for ninety nine (99) years, commencing on _____ as defined by the lease.
2. **OPTION TO EXTEND.** Lessee has the option to extend the principal term for one additional period of ninety nine (99) years.
3. **CHANGE OF LESSOR.** In the event that lessor shall transfer ownership (whether voluntarily or involuntarily) of the Property to any other person or entity, the Lease shall not cease, but shall remain binding and unaffected. In the event Lessor desires or attempts to transfer ownership of the Property to any person or entity other than a non-profit corporation, charitable trust, governmental agency or other similar entity, the Lessee shall have a right of first refusal to purchase the Property.
4. **USE OF LEASED PREMISES.** Lessee shall use, and shall cause all occupants to use, the Property and improvements only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable zoning.
5. **IMPROVEMENTS.** All buildings, structures, fixtures and other improvements purchased by the Lessee or constructed or placed by the Lessee on any part of the Property at any time during the term of the Lease shall be property of the Lessee. Title to such improvements shall be and remain vested in the Lessee.

- 6. **PROHIBITION OF LIENS.** No lien of any type shall attach to the Lessor's title to the Property. Lessee shall not permit any statutory or similar lien to be filed against the Property or improvements.
- 7. **EMINENT DOMAIN AND PUBLIC DEDICATION.** In the event of a taking of the Property, either in its entirety or to such extent that the improvements are lost or damaged beyond repair, by reason of eminent domain or other action of public authority prior to the expiration of the Lease, the Lease shall terminate as of the date Lessee is required to give up possession of the Property or improvements.
- 8. **TRANSFER, SALE OR DISPOSITION OF IMPROVEMENTS.** Lessee may transfer its interest in the Property or improvements only to Lessor or an Income-Qualified Person as defined by the Lease and as approved by the Lessor. Other transfers, including those to heirs of the Lessee, may occur as defined by other provisions of the Lease.

The foregoing constitute only a few selected provisions of the Lease, and interested parties should obtain a copy of the Lease from Lessor and Lessee and carefully review all provisions thereof.

AFFORDABLE LAND LEASE HOMES, INC.

By: _____
Its: _____

State of Utah)
)ss
County of _____)

The foregoing instrument was acknowledged before me, the undersigned notary public, as of _____ by _____, who acknowledged him/herself to be the _____ of Affordable Land Lease Homes, Inc. and that he/she, in such capacity being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.