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AMENDED BK 4674 PG 629

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (CCRS)

AFFORDABLE HOUSING TOWN HOMES

09-368-0001 thru 0007

RETURNED

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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

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AMENDED

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs)
AFFORDABLE LAND LEASE HOMES, INCORPORATED (ALL HOME)

AFFORDABLE LAND LEASE ^{TOWN} HOMES ALL HOME TOWNHOME PROJECT
3240 North Fairfield Road, Layton, Utah 84040

09-368-0001 thru 0007

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL HOME TOWNHOME PROJECT is executed on this the ___ day of December, 2008 by ALL HOME, a Utah nonprofit company, referred to below as "Declaration."

For legal description see Exhibit "A"

1. All Townhomes in this project are existing apartments converted to single family two bedroom Townhomes. Each unit will be sold on a fee simple mortgage, the Townhome and parcel of land upon which the Townhome is located. ALL HOME will retain the common areas of the parcel of land of the Townhomes. ALL HOME will act as the Authority of the Home Owners Association (HOA) until the Townhome Owners get organized with a president, vice president & secretary, with the other Townhome Owners and ALL HOME as members at large of the HOA. As such the HOA retains the responsibility for the maintenance of the sewer, water laterals, garbage collection, parking and common areas. The HOA will require each Townhome Owner to pay a monthly payment of \$100.00 to cover one sixth of the expense of the water, sewer, garbage collection charges, maintenance of the yard, parking area, sidewalks 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. Each storage shed and garbage collection container is numbered.
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 may become an annoyance or nuisance to the project or the neighborhood. No clothes drying, storage of any articles, grills, etc. may be kept on patios, carports, porches or sidewalks. No businesses of any kind that bring the public to the Townhomes are permitted, including but not limited to boutiques, product parties, small engine repairs, etc. In home businesses that are acceptable but not limited to include making boutique items to put in a commercial shop, selling products on-line, data entry, etc.
3. No automobiles, trucks, motorcycles, trailers, boats, campers, motor homes, or other similar vehicles may be parked on the street in front of Units or in any Common Area. Each Townhome Owner has 2 parking areas, one covered and one not

covered. Each Townhome Owner may have any 2 types of vehicles that are parked in Townhome Owner's designed parking areas. The vehicles must be in running condition, properly licensed, and regularly used. Automobiles, trucks and motorcycles must comply with any applicable city ordinances pertaining to the parking of vehicles.

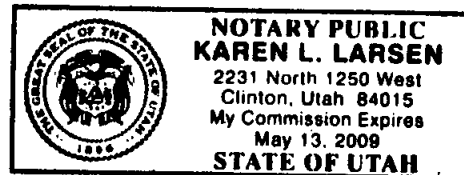
4. No gardens, or structure of temporary character, trailer, tent, shed, shack, garage, barn or other outbuildings shall be placed, built or used on the premises at anytime.
5. All easements and rights-of-way shall be reserved to the undersigned, its successors and assignees, on under and over said real property. No structures of any kind shall be erected over any such easements except upon written permission of the owner of the easement, their successors or assignees, currently Layton City and Utah Power and Light.
6. No sign of any kind shall be displayed to the public view on any townhome or open space except it be a professional sign of not more than five square feet advertising a townhome for sale.
7. Trash and garbage or other waste shall be kept in sanitary containers. All 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. During the winter, if your carport porch and carport steps are covered in snow, SWEEP your way out of your Townhome to your bathroom window well containing a snow shovel. Shovel snow straight north within 10 feet of the north fence. This procedure will prevent ice from building up from walking and driving on the snow.
8. 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.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept by any Townhome Owner. 1 pet or 1 aquarium per Unit may be kept on the premisses with prior registration, approval and written consent of the HOA.
10. No fence, wall, or other object of similar design may be constructed or kept without prior registration, approval and written consent of the HOA.
11. No alterations within the Common Areas shall be done without prior registration, approval and written consent of the HOA.

- 12. No Townhome Owner shall bring anything into any Unit or permit anything to be done in any Unit that will cause damage to the building. No owner shall over load a floor of any Unit. If an owner or a visitor causes damage to a Unit, a fence or any items in, on or under the premises, the Townhome Owner is responsible for the cost of repairing or replacing the damaged item.
- 13. Enforcement of these covenants shall be through the HOA. 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.
- 14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them as long as the HOA is in existence. All parties and persons currently include each Townhome Owner's land and ALL HOME's ownership of the Common Area.
- 15. 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 and year first above written.

Affordable Land Lease Homes, Inc.
ALL HOME

By: [Signature]
ALL HOME Board Chair: Mike Ostermiller



STATE OF UTAH)

: ss.

COUNTY OF WEBER)

On the 12th day of December, 2009 ~~January, 2008~~ K.L.L. MIKE OSTERMILLER personally appeared before me [Signature], who being by me duly sworn, did say that he is the ALL HOME Board Chair, a member of AFFORDABLE LAND LEASE HOMES, INC., a Utah nonprofit company, and that the foregoing Declaration was signed on behalf of said company.

NOTARY PUBLIC

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