

ACCOMMODATION RECORDING ONLY.
BONNEVILLE SUPERIOR TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION OF TITLE,
NOR DOES IT ASSUME ANY RESPONSIBILITY
FOR VALIDITY, SUFFICIENCY OR EFFECTS
OF DOCUMENT

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

**For ALL HOME TOWN
HOME PROJECT**

Layton, UT

Affordable Land Lease Town Homes

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALL HOME TOWN HOME PROJECT, executed this the 18 day May 2009 by AFFORDABLE LAND LEASE HOMES, INC., A Utah Non Profit company, referred to below as "Declaration",

For legal description see Exhibit "A" 09-368-0001 09-368-0002 09-368-0003
09-368-0004 09-368-0005 09-368-0006 09-368-0007

1. All town homes in this project are existing apartments converted to single family two bedroom town homes. The HOA will require each owner to pay a monthly payment of \$95.00 to cover one sixth of the expense of the water, sewer, garbage collection, and basic maintenance of the yard. Each unit will be numbered consecutively starting with 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 re 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. Not withstanding 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 to his Unit that will cause damage to the building. No owner shall over load a floor of his Unit. If an owner or 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. Invalidity 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.

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.

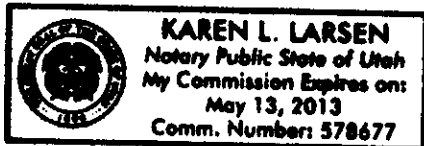
EXECUTED by Declarant on the day and year first above written

Affordable land Lease Homes, Inc.

By: [Signature]
Mike Ostermiller, Board Chair

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On the 18th day of May 2009, 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.



[Signature]
NOTARY PUBLIC

LEGAL DESCRIPTION
EXHIBIT A

Unit 1, AFFORDABLE LAND LEASE TOWNHOMES, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No: 09-368-0001

Unit 2, AFFORDABLE LAND LEASE TOWNHOMES, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No: 09-368-0002

Unit 3, AFFORDABLE LAND LEASE TOWNHOMES, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No: 09-368-0003

Unit 4, AFFORDABLE LAND LEASE TOWNHOMES, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No: 09-368-0004

Unit 5, AFFORDABLE LAND LEASE TOWNHOMES, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No: 09-368-0005

Unit 6, AFFORDABLE LAND LEASE TOWNHOMES, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No: 09-368-0006

ALL COMMON AREA OF AFFORDABLE LAND LEASE TOWN HOMES. CONT. 0.31 ACRES

Tax ID No: 09-368-0007