

List of Land Lease topics common to stewardship monitoring

Below are the top seven land lease items that One Roof, as well as the homeowner, are responsible for monitoring in order to be great stewards of the public investment into Community Land Trust homes ensuring the resource of affordable homeownership continues.

These are the most common reasons the CLT Stewardship Associate will be in contact with you, keeping in mind **Article 4.7 “Homeowner has a right to quiet enjoyment:** Homeowner has the right to quiet enjoyment of the Leased Land. One Roof has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.” Prompt and clear communication with the CLT Stewardship Associate will minimize the amount of non-quiet enjoyment as well as provide you with some resources and assistance, if needed.

Home Maintenance Responsibility Article 4.2 “Homeowner shall maintain all parts of the Home and Leased Land in safe, sound and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4 of this Lease.” Since One Roof is listed as property owner on the property taxes, the City of Duluth Life Safety Division (or the equivalent in other cities) will notify One Roof of properties and homes deemed in disrepair. This includes excessive rubbish and garbage in the yard, excessive vehicles, peeling paint, missing shingles, etc. The CLT Stewardship Associate is available to work with you and the City as well as identify resources to remedy the violation. If you need a loan to complete maintenance, start here <https://www.tfaforms.com/4933155>

Homeowner’s Insurance Requirement Article 9.4 Make sure the three requirements below are on your policy. Occasionally, One Roof will be notified of a policy cancellation or a mortgage payoff; therefore, we will request the Declaration Page of your current homeowner’s insurance policy and at each anniversary date thereof. You can request that your Insurance Company sends us a copy at each renewal or you can email it to btapp@1roofhousing.org .

- ✓ **Hazard Insurance:** “All risks” of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home (but in no case less than the purchase price), and in any event in an amount that will not incur a coinsurance penalty.
- ✓ **Liability Insurance:** Public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of no less than \$500,000.
- ✓ **Additional Insured:** One Roof shall be named as an additional insured using ISO Form HO 04 41 or its equivalent
- ✓ **Flood Insurance:** Keep in full force and effect flood insurance in the maximum amount available should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan.

Land Lease Fee Article 5 Fees are to be paid by the 1st of the month unless 1) your fees are escrowed, 2) you use ACH in which your fees are automatically paid on the 15th of the month, 3) you have paid the year in full proactively, 4) or you have established a payment plan with the CLT Stewardship Associate. Pay your lease fees online here <https://www.tfaforms.com/4828992>

Payment of all taxes and Assessments Article 6.1 Why the homeowner is responsible for paying the property taxes is because the homeowner gets the benefit/”quiet enjoyment” of the land; One Roof does not. Why One Roof “owns” the land is to retain the affordable homeownership model. By One Roof owning the land, the homeowner is restricted from selling the home on the open market; therefore, removing the home from the program. Find more information regarding property taxes and refunds under the Resources & Information section on the website.

Occupancy Requirement Article 4.4 “Homeowner shall occupy the Home for at least eight (8) months of each year of this Lease, unless otherwise agreed by One Roof and subject to any restrictions required by the entities providing funding and subsidies for the Home.” If One Roof suspects or is notified through the City of Duluth Life Safety Division (or the equivalent in other cities) that the homeowner is not residing at the home, we will ask for proof of occupancy which may include a visit with you inside your home.

Transfer of the Home Article 10 If you are no longer living in your home but a relative or household member is living there as their primary residence, Article 10 allows for transfer of the home with certain restrictions. Contact the CLT Stewardship Associate to discuss this option.

Refinance Article 8.3 There is a special refinance section on the website and an online form to fill out if you are considering refinancing <https://www.tfaforms.com/4933344>

Your Land Lease Agreement is important to read and reference frequently before making big house decisions. The CLT Stewardship Associate is always interested in talking to homeowners with questions about the Land Lease terms and practices we can implement to improve the stewardship experience.