

WHEN RECORDED, PLEASE MAIL TO:

Lincoln Pines Owners Association
Attn: Ron Rodgers
4239 Lincoln Pines Court
Salt Lake City, Utah 84124

12577012
07/17/2017 01:51 PM \$50.00
Book - 10578 Pg - 5269-5289
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RON RODGERS
4239 LINCOLN PINES COURT
SLC UT 84124
BY: BRH, DEPUTY - WI 21 P.

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LINCON PINES OWNERS ASSOCIATION**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LINCON PINES P.U.D (this "Declaration") is made and executed this 26th day of January, 2017, by the owners of the lots within the subdivision (referred to herein as the "Owners" or "Declarants").

RECITALS

A. The Lincoln Pines P.U.D. is located within the City of Holladay, Salt Lake County, Utah, and is comprised of six (6) residential lots (the "Lots") and a private road, known as Lincoln Pines Court (the "Road"). The Lots are generally referred to as the "Property," and are described on Exhibit A attached hereto. This P.U.D. is not a cooperative as that term is used in the Utah Community Association Act, Utah Code Ann. Section 57-8a-101 *et seq.*

B. The plat creating the Lincoln Pines P.U.D was recorded in the Salt Lake County Recorder's office on 7/17, 2017, as Entry Number 12577011 Book 2072, Page 186 (the "Plat").

C. A Declaration of Covenants, Restrictions, and Reservations of Easements for Lincoln Pines Condominium (the "Condominium Declaration") was in existence with the Lots were originally purchased. The Condominium Declaration has been terminated by Notice of Termination of Declaration dated January __, 2017, and recorded January 7/17 2017, as Entry No. 12577010 in Book 10578, at Page 5265 of the official records of the Salt Lake County, Utah, Recorder. The current owners of the Lots (referred to herein as the "Owners" or "Declarants") now desire to enter into this Declaration to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property as a P.U.D., to manage and preserve the value and appearance of the Property by collecting assessments and disbursing funds as hereinafter set forth, and to perform such other acts as shall generally benefit the Property and the Owners. Following the recording of the Plat and this Declaration, no portion of the Property shall contain condominiums governed by Chapter 8 of the Utah Condominium Ownership Act.

D. The Lincoln Pines Owners Association has been organized as a Community

Association pursuant to the Utah Community Association Act (Utah Code Ann. §§ 57-8a-101 et seq., the "Act"), and will be the entity that has the primary responsibility to administer and enforce this Declaration.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS.

The following words, phrases or terms used in this Declaration shall have the following meanings:

- (a) "Additional Land" shall mean and refer to any land located in Salt Lake County, Utah, that is made subject to this Declaration pursuant to Article X hereof.
- (b) "Annual Assessment" shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.
- (c) "Association" shall mean the Lincoln Pines Owners Association, a Utah nonprofit corporation, organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in this Declaration.
- (d) "Association Rules" shall mean any rules or regulations relating to the Property which are approved by the Board of Directors pursuant to this Declaration or the Bylaws.
- (e) "Board" shall mean the Board of Directors of the Association.
- (f) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.
- (g) "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Article VII hereof.
- (h) "Common Area" shall mean all land within the Property that is designated as Common Area by this Declaration and areas shown or otherwise designated as Common Area on the Plat, or Plat notes, including Street Lighting, whether or not shown on the Plat or in the Plat notes.
- (i) "Common Expenses" shall mean all expenses for maintenance, utilities, and taxes incurred on or in connection with Common Areas within the Property, all insurance premiums, all expenses incurred in connection with enforcement of the Governing Documents, all expenses expressly declared to be Common Expenses by the Governing

Documents, and all other expenses which the Association is entitled to incur pursuant to the provisions of the Governing Documents.

(j) "Governing Documents" shall mean this Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Association Rules.

(k) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.

(l) "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties, and collection costs incurred in connection with delinquent Annual or Special Assessments pursuant to Section 4.6 and the Governing Documents.

(m) "Member" shall mean any person holding a membership in the Association pursuant to the provisions of Section 2.1.

(n) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

(o) "Plat" shall mean and refer to the duly approved and recorded Lincoln Pines P.U.D. plat, as more particularly defined in the above recitals, as well as any plat(s) respecting any Additional Land, but only after the recordation of such plat(s), and only if and after the recordation in accordance with Article X hereof the Declaration is supplemented adding the real property covered by such plat(s) to the Property, and the supplemented Declaration is recorded in the Salt Lake County Recorder's Office against the Additional Land subjecting such real property to the Declaration.

(p) "Property" shall mean and refer to that certain real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit A hereof, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Property in accordance with law and the provisions of this Declaration.

(q) "Road" shall mean Lincoln Pines Court, a private road within the Lincoln Pines P.U.D., which Road shall be considered Common Area for purposes of this Declaration.

(r) "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3.

II. MEMBERSHIP AND VOTING

2.1 Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of an Owner's Lot, and any such transfer shall automatically transfer the Membership

appurtenant to such Lot to the new Owner thereof.

2.2 Voting Rights. Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Member, in no event shall more than one (1) vote exist or be cast on the basis of a single Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined under Section 2.3 of this Article II.

2.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.4 Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised in writing.

III. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in its Governing Documents. None of the other Governing Documents of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The Board shall be composed of volunteer Members elected pursuant to the provisions of the Bylaws. In addition to volunteer Members, non-members who have a legal or equitable interest in any Lot and who are permanent residents of the Lot in which they have a legal or equitable interest, may also be elected pursuant to the provisions of the Bylaws. The Board may also appoint various committees and may appoint a manager who, subject to the direction of the Board, shall be responsible for the day-to-day operation of the Association. The Board shall

determine the compensation to be paid to the manager or any other employee of the Association.

3.3 Personal Liability. Neither the Association nor any member of the Board, officer, manager, or other employee or committee member of the Association shall be personally liable to any Member or to any other person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, omission, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

3.4 Owners Duties. In the event the Association ceases to exist or perform its obligation, then the owners shall be collectively responsible to perform the duties and obligations to be performed by the Association hereunder.

IV. ASSESSMENTS

4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner, by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, and (c) Maintenance Charges, all such assessments and charges to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments, and Maintenance Charges, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Lot to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due, and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed judicially or non-judicially by the Association in the same manner as a mortgage or deed of trust on real property upon the recording of a Notice of Delinquent Assessment or Charge as set forth in Section 4.6 hereof. The Association shall be entitled to purchase the Lot at any foreclosure sale.

4.2 Annual Assessments. Commencing on January 1, 2017, an Annual Assessment shall be made against each Lot for the purpose of paying (or creating a reserve for) Common Expenses. The Annual Assessment for all Lots shall be set by the Board. After January 1, 2018, the Board may increase the Annual Assessment each year by not more than 10 percent (10%) above the previous year's Annual Assessment. If the Annual Assessment is to be increased by more than 10% of the previous year's Annual Assessment, it can only be done by a vote of sixty-six and two-thirds percent (66.66%) of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

4.3 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, or for

the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

4.4 Uniform Rate of Assessment. Annual Assessments shall be fixed at a uniform rate for all Lots, and may be collected on a yearly basis or more frequently if the Board shall so determine.

4.5 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be each calendar year beginning January 1, 2015. The Board, in its sole discretion from time to time, may change the Assessment Period by recording with the County an instrument specifying the new Assessment Period. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge (not to exceed any limit as established by the Act, which as of the date of this Declaration is \$10.00 pursuant to Utah Code Ann. § 57-8a-206), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

4.6 Effect of Nonpayment. Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from thirty days after the due date until paid at the legal rate of interest or other reasonable rate determined by the Board not to exceed the legal rate, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Association or a member of the Board, shall set forth the amount of the unpaid assessment, the name of the delinquent Owner, and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency, and recording a release of such lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or judicially or non-judicially foreclose the lien against such Owner's Lot. For purposes of any non-judicial foreclosure, the attorney for the Association shall be deemed the qualified "Trustee" under Utah Code Ann. Section 57-1-21 in connection therewith and each Owner hereby conveys and warrants pursuant to Utah Code Ann Section 57-1-20 and 57-8a-302 to the Trustee, with power of sale, such Owner's Lot and all improvements to such Lot for the purpose of securing payment of assessments under the terms of this Declaration. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his or her Lot.

4.7 Priority of Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender's successors and assigns, and shall also

be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens, or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot shall not affect the Assessment Lien.

4.8 Use or Allocation of Assessments. The Board shall have discretion to make general or specific expenditures of assessments and other Association funds and to approve those expenditures as they are made by authority of the Board or Officers of the Association pursuant to the Bylaws. All expenditures shall require the approval of two or more board members or authorized officers. Checks signed by two such persons shall be sufficient evidence of approval.

4.9 Financial Records. The Association shall keep a record of its receipts and expenditures for the prior three (3) calendar years of its operation. Such records shall be available for review by the Members at a reasonable time and place as designated by the Board.

V. MAINTENANCE

5.1 Common Areas. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas. The Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate for the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representative.

5.2 Assessment of Certain Costs. In the event that the need for maintenance or repair of Common Areas and other areas maintained by the Association is caused through the willful or negligent act of any Owner or his or her family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the Maintenance Charge to which such Owner's Lot is subject and shall be secured by the Assessment Lien.

5.3 Improper Maintenance. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property which are substantially affected thereby or related thereto; or in the event any portion of a Lot is being used in a manner which violates the Governing Documents; or in the event any Owner is failing to perform any of its obligations under this Declaration or the other Governing Documents, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within the time period set by the Board, the Board may cause such action to be taken at such Owner's cost. If at the expiration of such period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge and shall be secured by the Assessment Lien.

VI. RIGHTS AND POWERS OF ASSOCIATION

6.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its other Governing Documents.

6.2 Rights of Enforcement. The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration and the other Governing Documents. The Association shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or other Governing Documents. If the Association prevails in any proceeding at law or in equity to enforce the provisions of this Declaration or the other Governing Documents, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action. Failure by the Association or to enforce any covenant or restriction contained in the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. The Association may delegate its enforcement authority to any third party acting under the Association's supervision and control and by written authorization of the Association

6.3 Insurance. The Association may obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary.

6.4 Association Rules. The Association may adopt, amend, and repeal such rules and regulations (including appropriate fines for violations thereof) as the Association deems reasonable to supplement this terms of this Declaration. Each Owner shall be notified of any additions or amendments to the Association Rules in any manner permitted by law which is reasonably calculated by the Board to put affected owners on notice of the same, which notification procedure may include notifying the Owners that changes have been made to the Association Rules, and directing the Owners to refer to the Association's Website, if any, or other readily available source for a complete copy of the updated Association Rules. Unless otherwise specified, said rules and regulations shall have the same force and effect upon such notification as if they were set forth in and where part of this Declaration. The Association Rules shall not discriminate against Owners. In the event of any conflict between the Association Rules and this Declaration, the Declaration shall control.

VII. ARCHITECTURAL CONTROL COMMITTEE

7.1 Purpose. In order to create, maintain and improve the Property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (the "Committee").

7.2 Creation. The initial Committee will consist of the Board of Directors and will act in the dual role of Board of Directors and Architectural Control Committee. The Board may appoint at any time one or more members of the Board, one or more Members, or one or more non-members who have a legal or equitable interest in a Lot and who are also a permanent

resident of that Lot, or a combination of any of those, to serve as the Committee. Before an appointment to the Committee becomes valid, the appointed Committee member must accept the appointment, and notice must be given to all the Members of the appointment. If the Architectural Control Committee consists of more than one (1) member, the majority of the Committee shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee, provided that a single member of the Committee may be authorized to take action on behalf of the Committee by the unanimous written resolution of the Committee. In the event of death or resignation of any of the members of the Committee, the Board shall have full authority to appoint another person to fill the said vacancy. Should any Committee member move his or her residence outside of the Property, such member shall be automatically disqualified to serve and that position on the Committee shall be considered vacant.

In the event of violation of any of the provisions of this Declaration or other Association Rules applicable to exterior design and landscaping, the Architectural Control Committee is authorized and empowered, subject to the authority of the Board, to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

7.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects; landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration, the Association's Bylaws, and the Association Rules, and to carry out the provisions set forth therein.

Each Lot Owner may be required to pay a Design Review Fee in conjunction with the submittal of any plans to be reviewed or approved by the Committee. The Design Review Fee shall not exceed that actual costs of reviewing and approving the plans, which costs may include the costs of architects and other professionals retained by the Committee to review plans. The Committee may require the Owner to pay the Design Review Fee in advance, provided that if the actual costs of the review are less than the Design Review Fee, the Association shall promptly refund the excess to the Owner or apply the same against other amounts owed by the Owner to the Association. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction

VIII. COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 Land Use and Building Type. No lot shall be used except for residential purposes and all existing houses and buildings on any Lots, including all landscaping associated therewith are hereby approved. Notwithstanding the foregoing, any material change or remodel to the existing buildings located on any Lot or to the landscaping associated therewith shall be subject to the following provisions.

8.2 Architectural Control. To maintain a degree of protection to the investment

which homeowners in the Property may make, homes of superior design are required. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Holladay City or Salt Lake County, whichever ordinances are in effect at the time.

No construction of home or landscaping may commence without approval by the Committee of the working drawings, including:

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements.
- (c) Detailed elevations, indicating all materials and showing existing and finished grades.
- (d) Detailed sections, cross and longitudinal.
- (e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

8.3 Construction Quality, Size, and Cost. All exterior materials and colors shall comply with the Association Rules and are to be specified on plans and submitted for approval by the Committee. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the Association Rules, and the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship. No premanufactured homes shall be permitted. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

8.4 Construction Time. The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed 18 months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Property

8.5 Building Location. No building shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building set-back lines required by the zoning requirements in effect at the time of commencement of construction.

8.6 Landscaping. Any trees, lawns, shrubs, or other planting shall be properly nurtured and maintained by the Association if located in a Common Area, and by the Owner if located on that Owner's lot. Each Lot Owner shall be assessed the Annual Assessment set forth in Section 4.2 to maintain such plantings in the Common Areas. Lawn, patio, and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Board or the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material as set forth in the Association Rules. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

8.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage; or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary

buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

8.8 Accessory Structures. Patio structures, trellises; sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the applicable zoning laws and the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

8.9 Exterior Antennas, Lights, and Power Lines. Except as permitted by Association Rules, exterior antennas are prohibited. TV dishes will be allowed, provided that the location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless allowed by Association Rules or approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. In the event that the installation of any of the foregoing items falls within regulations adopted by the Federal Communication Commission, such installations shall in all events be required to comply with said regulations.

8.10 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Property for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on Property streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

8.11 Signs. Except as provided in this Section 8.11 or as permitted by the Association Rules, no signs of any kind shall be displayed to public view on any Lot. The Association Rules shall provide for the reasonable display of signs advertising a Lot for sale or rent, and the improvement of the Lot during construction. Political signs shall be permitted, provided that the Association Rules may regulate the time, place, and manner for the posting of such signs, and adopt reasonable design criteria relating to the same.

8.12 Animals. The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Property. Except as provided herein or as permitted by the Association Rules, no animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot. Domestic dogs (a maximum of two), cats, and other household pets may be permitted by the Association as long as they are maintained in accordance with this Declaration and the Association Rules, are not a nuisance, and are not kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Property.

8.13 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 8.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

8.14 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless

the proposed use of the Lot has been approved by the Board and the Committee and the proposed use otherwise complies with this Declaration.

8.15 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Holladay City or Salt Lake County.

8.16 Fuel Storage. No tank for storage of fuel may be maintained or installed without the prior written consent of the Committee and the appropriate officials of Holladay City or Salt Lake County, whichever ordinances are in effect at the time.

8.17 Building Material Storage. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

8.18 Easements. Easements for installation of and maintenance of utilities, drainage facilities, and water tank access and lines are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

8.19 Paving. All paving of driveway and other flat paved areas shall be subject to the Association Rules and written approval of the Committee.

8.20 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

8.21 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee in compliance with the Association Rules and shall be located to avoid impacting adjacent properties with light or sound.

8.22 Fences and Walls. Fencing and walls shall be subject to the prior approval of the Committee in accordance with Association Rules. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by Holladay City or Salt Lake County, whichever ordinances are in effect at the time, as non-buildable.

All fences and walls may require a building permit from Holladay City or Salt Lake

County, and must have prior written approval of the Committee.

8.23 Parking and Storage. No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative or unregistered automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or the front yard setback requirements of a given Lot.

8.24 Water Discharge. It shall be unlawful for any person owning, occupying, or having control of any premises to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, or adjoining Lot. This provision is intended to require that the Owner maintain water on his or her property.

8.25 The Association's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the Association, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Property.

8.26 Supplemental Use Restrictions Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Property of a portion of the Additional Land, the Association shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In the Association's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Article VIII.

8.27 Existing Improvements. Improvements existing at the time this Declaration is recorded in the Salt Lake County Recorder's office, which improvements may include dwellings, permanent structures, driveways, landscaping, or other improvements controlled and restricted by this Article VIII, are hereby exempt from the requirements of this Article VIII. However, if any such existing improvements are removed or materially altered, then any replacement improvement must comply with this Article VIII.

IX. AMENDMENTS

9.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect until December 31, 2027. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes cast at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Salt Lake County Recorder a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the

covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

9.2 Amendments. This Declaration may be amended by recording in the office of the Salt Lake County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment.

X. MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board; shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

10.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

10.3 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

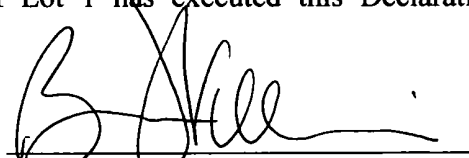
10.4 General Reservations. The Association reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

10.5 Run with the Land. The Association for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

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OWNER OF LOT 1:

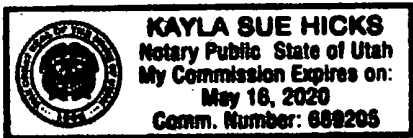
IN WITNESS WHEREOF, the Owner of Lot 1 has executed this Declaration this 26 day of January, 2017.




BONNIE C. WILLIAMS

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

Subscribed and sworn to by Bonnie C. Williams before me, a notary public, this 26 day of January, 2017.

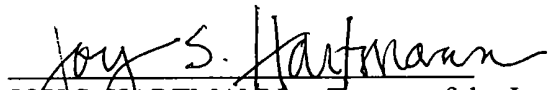




Notary Public

OWNER OF LOT 2:

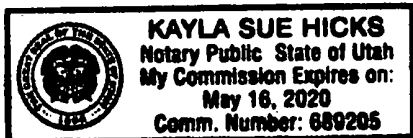
IN WITNESS WHEREOF, the Owner of Lot 2 has executed this Declaration this 26 day of JANUARY, 2017.




JOY S. HARTMANN as Trustee of the Joy S. Hartmann Trust dated January 19, 2010

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

Subscribed and sworn to by Joy S. Hartmann before me, a notary public, this 26 day of January, 2017.

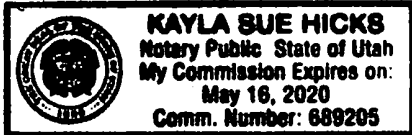




Notary Public

OWNER OF LOT 3:

IN WITNESS WHEREOF, the Owner of Lot 3 has executed this Declaration this 26 day of JANUARY, 2017.



Ronald C. Rodgers ^{by} P.O.A.
CONNIE L. SNYDER as Trustee of the
Connie L. Snyder Living Trust dated March
5, 2002

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

Subscribed and sworn to by Ronald C. Rodgers POA
Connie L. Snyder before me, a notary public, this 26 day
of JANUARY, 2017.

Kayla Sue Hicks
Notary Public

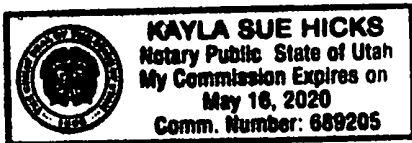
OWNER OF LOT 4:

IN WITNESS WHEREOF, the Owner of Lot 4 has executed this Declaration this 26 day of JANUARY, 2017.

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

Subscribed and sworn to by Rich Hansen before me, a notary public, this 26 day of
JANUARY, 2017.

Rich Hansen ^{PERSONAL POA}
RICH HANSEN, as Personal
Representative of the Estate of
Charmayne Clingman, deceased



Kayla Sue Hicks
Notary Public

OWNER OF LOT 5:

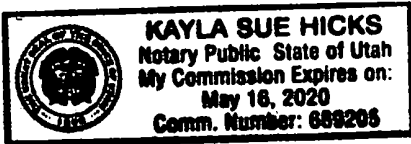
IN WITNESS WHEREOF, the Owner of Lot 4 has executed this Declaration this 26 day of JANUARY, 2017.



JAMES RICHARD ABBOTT

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

Subscribed and sworn to by James Richard Abbott before me, a notary public, this 26 day of JANUARY, 2017.





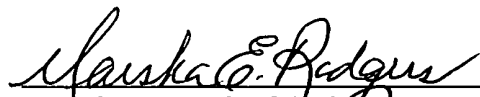
Notary Public

OWNERS OF LOT 6:

IN WITNESS WHEREOF, the Owners of Lot 6 has executed this Declaration this 26th day of JAN, 2017.



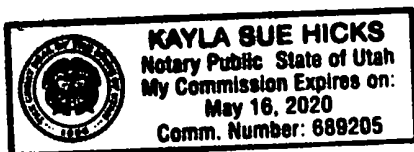
RONALD C. RODGERS

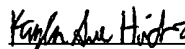


MARSHA E. RODGERS

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

Subscribed and sworn to by Ronald C. Rodgers and Marsha E. Rodgers before me, a notary public, this 26 day of JANUARY, 2017.





Notary Public

OWNER OF COMMON AREAS

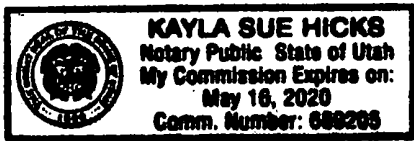
IN WITNESS WHEREOF, the Owner of the Common Areas has executed this Declaration this 26th day of JAN., 2017.

LINCOLN PINES CONDOMINIUM
OWNERS ASSOCIATION

By: Ronald C. Rodgers
Ronald C. Rodgers, Acting President

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

Subscribed and sworn to by Ronald C. Rodgers before me, a notary public, this 26 day of January, 2017.



Kayla Sue Hicks
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The following tract of land located in Salt Lake County, State of Utah:

Beginning at a point 718.25 feet South and 1785.81 feet West of the North 1/4 corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 30°12'59" East, a distance of 308.02 feet to a point; thence South 54°00'00" West, a distance of 245.05 feet to a point; thence North 40°59'29" West, a distance of 19.50 feet to a point; thence North 51°00'00" East, a distance of 99.71 feet to a point; thence North 30°49'00" West, a distance of 132.38 feet to a point; thence South 60°00'00" West, a distance of 3.10 feet to a point; thence North 41°45'00" West, a distance of 16.00 feet to a point; thence North 64°20'00" West, a distance of 14.00 feet to a point; thence South 87°10'00" West, a distance of 16.20 feet to a point; thence South 64°43'00" West, a distance of 21.45 feet to a point; thence North 29°40'00" West, a distance of 1.50 feet to a point; thence South 60°20'00" West, a distance of 79.28 feet to a point; thence around a curve to the right through a central angle of 00°23'36" an arc distance of 19.14 feet, a radius of 2,787.94 feet and a chord bearing of North 38°15'40" West with a distance of 19.14 feet to a point; thence North 60°20'00" East, a distance of 132.30 feet to a point; thence North 27°22'00" West, a distance of 88.70 feet to a point; thence North 56°29'01" East, a distance of 8.02 feet to a point; thence North 25°18'28" West, a distance of 22.83 feet to a point; thence North 60°47'00" East, a distance of 135.50 feet to the point of BEGINNING.

Containing 52,056.62 Square feet or 1.20 acres.

Parcel numbers:

Unit 1 2203110001
Unit 2 2203110002
Unit 3 2203110003
Unit 4 2203110004
Unit 5 2203110005
Unit 6 2203110006
Common Area 2203110007