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Rhonda Francis Summit County Recorder

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By DART ADAMSON & DONOVAN

Electronically Recorded

WHEN RECORDED RETURN TO:

Matthew B. Hutchinson
HOGGAN LEE HUTCHINSON
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOUNTAIN RIDGE SUBDIVISION**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Mountain Ridge Subdivision (this "**Amendment**") is made effective on the date of recordation hereof (the "**Effective Date**") by Mountain Ridge Subdivision Owners Association, Inc., a Utah nonprofit corporation (the "**Association**").

RECITALS

A. WHEREAS, Mountain Ridge Subdivision Owners Association, Inc., is a Utah nonprofit corporation formed under the Utah Revised Nonprofit Corporation Act, Utah Code Annotated section 16-6a-101, *et seq.*;

B. WHEREAS, on March 8, 1990, the Declaration of Covenants, Conditions and Restrictions for Mountain Ridge Subdivision, was recorded in the office of the Summit County Recorder as Entry No. 321515, in Book 557 at Page 132 (the "**Original Declaration**");

C. WHEREAS, Article VII, Section 5 of the Original Declaration provides that the Declaration may be amended by written instrument;

D. WHEREAS, pursuant to a vote of seventy-one percent (71%) of the voting members of the Association, the adoption and recordation of this Amendment in accordance with Article VII, Section 5 of the Original Declaration was approved by the Owners of the Association; and

E. WHEREAS, the covenants, conditions, easements and restrictions contained in this First Amendment, the Original Declaration and any Exhibits attached hereto shall be enforceable equitable covenants and equitable servitudes and shall run with the land.

F. WHEREAS, the Original Declaration and this Amendment may hereinafter be collectively referred to as the "**Declaration**."

NOW, THEREFORE, the Association hereby submits this First Amendment to the Original Declaration as follows:

AMENDMENT

1. Defined Terms. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration.

2. Article III, Section 3 shall be deleted in its entirety and replaced with the following:

Section 3. No Business Uses. With the exception of Lots A & B, which are dedicated to the City, the lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved residential buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes; provided however, that nothing in this Section 3 shall prohibit an Owner from using a Lot or Dwelling Unit for a home occupation that does not have any visitation of clients, customers, patients or others to come to the Lot or Dwelling Unit to conduct business. The Association shall determine if said home occupation becomes or may become a nuisance and shall therefore be prohibited. In addition, the following uses and arrangements are prohibited:

(a) Prohibition on Short-Term Rentals. No Nightly Rentals shall be permitted on any single-family residential Lot. For purposes of this Declaration, "Short-Term Rentals" means the leasing of a Dwelling Unit or any portion of a Dwelling Unit for a term of occupancy of fewer than thirty (30) consecutive days.

(b) Prohibition on Fractional Ownership. No Lot, Dwelling Unit or any portion thereof shall be used for the operation of or developed as a Fractional Program. For purposes of this Declaration, "Fractional Program" means:

1. Any and all use and occupancy arrangements falling within the definition of "timeshare interests" under the Utah Timeshare and Camp Resort Act (Utah Code Ann. §§ 57-19-1, et seq.);

3. Lots used for the operation of a timesharing, fractional ownership, interval ownership, private residence club or similar program whereby the right to exclusive use of the Lot rotates among participants in the program, regardless of whether such program utilizes a fixed or floating schedule, a first come-first served reservation system or any other arrangement;

4. Lots used for the operation of a reservation or time-use system among co-owners of a Lot, regardless of whether or not

any co-owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist: (i) the ownership interest in such Lot is marketed for sale to the public subject to such system; or (ii) the co-owners are or were required as a condition of purchase of the ownership interest in such Lot to subject the interest to a pre-determined reservation or time-use system among co-Owners; or

5. Lots used in the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Lot, or involving the Lot and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating.

6. Notwithstanding the foregoing, a Fractional Program does not include: (a) ownership of a Lot by a family trust so long as all beneficiaries of the trust are closely related family members; (b) ownership of a Lot by an entity where all members, owners, partners, or shareholders of such entity are closely related family members; or (c) ownership of a Lot by an entity where there are two (2) or fewer members, owners, partners, or shareholders of such entity who are not closely related family members. For purposes herein, "closely related family members" refer to an individual's spouse, children, grandchildren, parents, grandparents, and siblings, whether by blood, marriage, or adoption.

3. Article VII Section 5 shall be deleted in its entirety and replaced with the following:

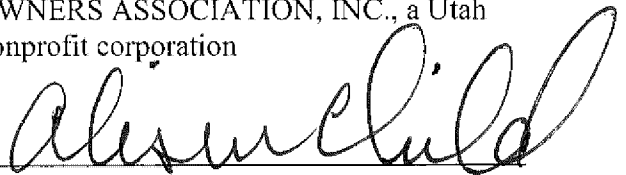
Section 5 Amendment or Revocation. At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of not less than 67% of the Lots then subject to this Declaration.

4. Declaration and Bylaws Remain in Effect. This First Amendment shall be considered supplemental to the Declaration. Except as expressly amended herein, the Declaration shall remain in full force and effect and shall not be cancelled, suspended, or otherwise abrogated by the recording of this First Amendment.

5. Effective Date. This First Amendment shall be effective as of the date of its recordation in the official real property records of the Recorder in and for Summit County, Utah.

IN WITNESS WHEREOF, the foregoing was executed and made effective as of the first date written above.

MOUNTAIN RIDGE SUBDIVISION
OWNERS ASSOCIATION, INC., a Utah
nonprofit corporation

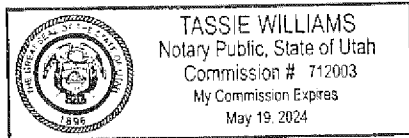


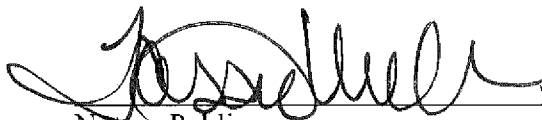
Alison Child, President

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

On this 19th day of January 2024, personally appeared before me, Alison Child, the President of the MOUNTAIN RIDGE SUBDIVISION OWNERS ASSOCIATION, INC., whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that she signed the foregoing document for its stated purpose.





Notary Public

EXHIBIT A

Lots 1-21, Open Space Parcel and Parcels A and B, in the Mountain Ridge Subdivision according to the official plat thereof recorded on March 8, 1990 as Entry No. 321514 in the office of the Summit County Recorder.

Parcel Nos:

MR-OS	MR-7	MR-14	MR-21
MR-1	MR-8	MR-15	MR-A-X
MR-2	MR-9	MR-16	MR-B-X
MR-3	MR-10	MR-17	
MR-4	MR-11	MR-18	
MR-5	MR-12	MR-19	
MR-6	MR-13	MR-20	