

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PROSPECTOR VILLAGE SUBDIVISION -
A SUBDIVISION IN PARK CITY, SUMMIT COUNTY, UTAH

THIS DECLARATION is made and executed this 29th day
of October, 1975, by Murray First Thrift & Loan Co.,
a Utah corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the record owner of that certain
real property situated in Park City, Summit County, State of
Utah, and more particularly described in Article II below, and
Developer has duly caused said real property to be subdivided
and has filed with the Office of the Recorder of Summit County,
State of Utah, a subdivision plat covering said real property,
and

WHEREAS, Developer desires to subject said real
property to the hereinafter set forth covenants, conditions
and restrictions for the purpose of improving, developing and
maintaining the value of said real property, and for the
protection and benefit of Developer and any subsequent owners
of any interest in said real property.

NOW THEREFORE, Developer does hereby declare that
the real property described in Article II below shall be held,
transferred, sold, conveyed, assigned, mortgaged, hypothecated,
set over and occupied subject to the following covenants, con-
ditions and restrictions:

Entry No. <u>129143</u>	Book <u>M 73</u>
RECORDED <u>10.30.75</u>	13:30 M Page <u>66-89</u>
Summit County Title	
FILE	
\$ <u>20.00</u>	Wanda Y. Spang
INDEXED	ABSTRACT

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ARTICLE I
DEFINITIONS

When used in this Declaration (including the foregoing), the following terms shall have the meaning set forth in this Article I:

1.1. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.2. Plat shall mean and refer to the subdivision plat of "Prospector Village Subdivision," executed and acknowledged by Developer on the 20th day of August, 1975, prepared and certified by Robert B. Jones (a duly registered Utah Land Surveyor, holding Certificate No. 1525), and filed for record in the Office of the County Recorder of Summit County, State of Utah, on the 14th day of October, 1975, Entry No. 128887.

1.3. Property shall mean and refer to all real property subject to the Plat and more particularly described in Article II hereof.

1.4. Subdivision shall mean and refer to the real property covered by the Plat and the lots designated therein.

1.5. Lot or Lots shall mean and refer to, as applicable, a lot or lots designated in the Plat, numbered 1 through 135.

1.6. Owner shall mean and refer to any person or persons who are the owners of record, as set forth in the official records of the Office of the Recorder of Summit County, State of Utah, of a fee or an undivided fee interest in any

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lot. Notwithstanding any applicable theory with respect to mortgages, deeds of trust or like instruments, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, or similar party, unless and until such party acquires title to a lot pursuant to foreclosure or arrangement or proceedings in lieu thereof.

ARTICLE II

REAL PROPERTY

2.1. The real property which shall be and is subject to the provision of this Declaration consists of certain real property situated in Summit County, State of Utah, and more particularly described as follows:

All of Prospector Village Subdivision, as set forth on the Official Plat filed in the Office of the Recorder of Summit County, State of Utah.

ARTICLE III

CONSTRUCTION COMMITTEE

3.1. No structure or improvement of any nature whatsoever shall be placed, erected, constructed or permitted to remain on any lot, or shall any existing structure or improvement be remodeled, reconstructed, altered or added to without the prior written consent and approval of a committee which shall be referred to and hereinafter designated as the "Construction Committee," as the same is from time to time composed.

3.2. The Construction Committee shall be composed of three (3) members, who need not possess any interest in any lot

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in the Subdivision, and a Committee member shall serve on the Construction Committee until removed or until new members are elected as hereinafter provided, or until such time as a member may tender a resignation to the other members of the Construction Committee. A majority decision of the members of the Construction Committee at a meeting thereof shall constitute the action of the Construction Committee, and in the event of any vacancy, the remaining members may continue to discharge the duties of the Construction Committee hereunder as if there were no vacancy. The Construction Committee may establish internal rules and procedures not contrary to the terms hereof.

3.3. As long as Developer shall possess any interest in any lot in the Subdivision, it shall have the absolute right from time to time to appoint and remove members of the Construction Committee. Thereafter, or upon notice by Developer to the Owners that Developer does thereby relinquish said right of appointment and removal, the Owners shall have the right to appoint and remove members of the Construction Committee. Owners shall exercise such right of appointment and removal as follows:

(A) Owners of 10% of the lots in the Subdivision may give written notice executed by said Owners to all other Owners, designating a reasonable time and place for a meeting for the purpose of electing new members to, or to fill a vacancy on the Construction Committee.

(B) Owners of the lots present at such meeting, in person or by proxy, shall have the right to nominate and vote on members for the Construction Committee. There shall be appurtenant to each lot in the Subdivision one (1) vote, and in the event that two or more people own a lot, each owner of the lot shall be entitled to a fractional vote equal to the fractional interest the Owner may have in such lot.

(C) A majority vote of the Owners present at such meeting, in person or proxy, shall constitute the action of the Owners with respect to the election of new members to the Construction Committee.

3.4. Prior to any construction, reconstruction, alteration, remodeling, placing, erecting or addition of any structure or improvement on any lot, or any later changes or additions after initial approval, there shall be submitted to the Construction Committee, at such place as may be designated in writing to the Owners by the Construction Committee, two (2) complete sets of plans and specifications for any and all proposed construction, reconstruction, alteration, remodeling, placing, erecting or addition, or any later changes or additions after initial approval, of any structure or improvement on any lot. Such plans and specifications shall set forth construction or building details and specifications, elevations, location of the proposed structure and improvement on the lot, materials to be used, roofs, exteriors, color scheme, landscaping, and

such additional and further items as the Construction Committee may deem necessary to evaluate and approve such plans and specifications, as provided herein. No structure or improvement shall be erected, altered, remodeled, placed, maintained or permitted to remain, until the plans and specifications therefore have been approved by the Construction Committee. A filing fee of \$20.00 shall accompany the submission of the plans and specifications which may be used by the Construction Committee to pay its members for expenses incurred. No additional fee shall be required for resubmission of plans revised in accordance with recommendations of the Construction Committee.

3.5. The Construction Committee shall approve or disapprove the plans and specifications within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon by the Committee shall be returned to the person submitting them and the other copy thereof shall be retained by the Construction Committee for its permanent files.

3.6. The Construction Committee shall have the right, for the purpose of promoting a common scheme and the enforcement of the Declaration, to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of this Declaration; if the design, contours, materials, shape,

colors and general characteristics of the proposed structure, improvements, alteration or addition is not in harmony with the existing structures and general surroundings; if the plans and specifications submitted are incomplete; or in the event the Construction Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Owners of lots in the Subdivision, or detract from or lessen the value of other lots in the Subdivision, or denigrate from a common scheme of development. In the event of a disapproval, the Construction Committee shall give the applicant a written statement for all reasons the application was denied. The decisions of the Construction Committee shall be final.

3.7. Neither the Construction Committee nor any architect or agency thereof or of Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE IV

USE OF LOTS

4.1. Each and every lot in the Subdivision is hereby designated as a residential lot, and each and every lot shall be used only for residential purposes and purposes incidental

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thereto, except as otherwise provided. Any other use of the lots shall be prohibited including, but not limited, to the following:

(A) No commercial trade, business, manufacturing, profession or enterprise for profit, or anything connected therewith or related thereto shall be conducted on any lot in the Subdivision.

(B) No advertising signs or structures may be placed on any lot. However, signs advertising the sale or lease of any lot may be displayed, provided such signs do not exceed four (4) square feet.

(C) No obnoxious, offensive, or illegal activities shall be carried on upon any lot, nor shall anything be done on any lot which shall cause an unreasonable annoyance or nuisance to occupants of other lots in the Subdivision.

(D) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. However, dogs, cats and other common household pets may be kept provided that such pets are not kept for any commercial or business purpose. No more than two (2) pets shall be kept at any time on a lot and such pets shall at all times be kept on the lot of the owner or on a leash under the control of the handler when taken off the lot.

(E) There shall be no storage of any articles,

materials, equipment or vehicles of any nature on any lot prior to construction of a dwelling, except articles, materials, equipment and vehicles used directly in connection with construction of such lot. After construction of a dwelling, regularly used cars and pickup trucks may be parked on the lot of the owner in an area constructed for the purpose of parking such vehicles. Trailers, trucks, campers, boats and all types of accessory equipment shall be stored only in garages, carports or in the rear yard areas of a lot and shall not be visible from streets or other lots in the Subdivision. There shall be no substantial or major repair work done on any vehicle, trailer, camper, boat or accessory equipment on any lot.

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(F) There shall be no excavation or drilling for stone, gravel, soil, gas, oil, or any minerals of any nature on any lot for any purpose, except excavation directly connected with or related to the construction of a permissible structure on the lot, or as otherwise provided.

4.2. The following requirements and restrictions shall apply to all structures placed, erected, constructed or permitted to remain on any lot in the Subdivision.

(A) Except as otherwise provided, no structure shall be placed, erected, constructed or permitted to remain on any lot which is

not used for residential purposes, or purposes related or incidental thereto.

(B) No dwelling shall be placed, erected, constructed or permitted to remain on any lot other than one (1) single family dwelling, except a duplex, triplex or fourplex residential dwelling may be placed, erected, constructed and permitted to remain only on the following designated lots:

Duplex:	lots 64 through 69 75 through 82 93 through 98 122 through 127
Triplex:	lots 21 through 22 26 through 28 34 through 40
Fourplex:	lots 20, 23 through 25 29 through 33

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(C) The minimum total square footage of living space for a single family dwelling shall be 1,100 square feet, exclusive of porches and garages, and a single family dwelling shall have not less than 750 square feet of living space on the ground floor, exclusive of porches and garages. A duplex, triplex or fourplex shall have living space containing the following minimum total square footage, exclusive of porches and garages:

Duplex	- 1,500 square feet
Triplex	- 2,250 square feet
Fourplex	- 3,000 square feet

(D) No structures on any lot shall be more than two (2) stories, not including basement, but in no

event, exceed a maximum height of 35 feet from the lowest finished grade level contiguous to such structure. No dwelling shall be less than one story above grade level.

(E) On all lots upon which a single family dwelling exists, there must be situated upon such lot a garage or carport for not less than two (2) passenger cars, but no more than three (3). On all lots upon which a duplex, triplex, or fourplex is situated, there must be a garage or carport for not less than one and a half (1 1/2) passenger cars for each dwelling unit of the structure, but not more than two (2) for each dwelling unit.

(F) All structures constructed on any lot shall have set backs and side yards as follows:

- (1) All structures shall be set back from the front lot line a minimum distance of twenty (20) feet. The front lot line shall be the shortest property line of a lot abutting a street in the subdivision. Dwellings, garages and carports and appurtenances and fixtures thereto, shall be set back from the rear lot line a minimum distance of twenty (20) feet. Notwithstanding the foregoing, the total distance for both front and rear set backs for a dwelling shall not be less than fifty (50) feet.

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(2) The minimum side yard for any structure shall be eight (8) feet, but notwithstanding the foregoing, the total distance of both side yards shall not be less than eighteen (18) feet. With respect to corner lots, the side yard abutting a street shall be a minimum of fifteen (15) feet. However, structures on a maximum of two (2) contiguous lots may have a common wall, and in such event, each such lot shall have one side yard of a minimum of fourteen (14) feet.

(3) No more than two dwellings on contiguous lots shall have the same front set backs. The dwelling on the third contiguous lot shall have a variance with respect to front set backs of a minimum of two and a half (2 1/2) feet. For the purposes of determining said variance, the owner first to submit to the Construction Committee plot plans which set forth the variance shall have priority over succeeding owners.

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For purposes of this Paragraph 4.2.(F), eaves, overhangs and steps, shall not be considered as part of a structure.

(G) Any structure which is destroyed or damaged, in whole or in part, by or as a result of any cause, must be rebuilt or restored with reasonable diligence,

and/or debris and waste materials must be removed from the lot and the structure restored to a safe and sightly condition.

(H) All construction or alteration of any structure situated on any lot shall be completed within one (1) year after commencement of such construction or alteration. No dwelling shall be occupied until all exterior construction and plumbing and electrical work has been substantially completed.

(I) No pre-fabricated or pre-erected dwelling shall be moved, placed or erected upon any lot for the purpose of a permanent dwelling, except with the written consent of the Construction Committee. No mobile homes, trailers, temporary houses, tents or similar structures and vehicles, of any nature or description, or any structure of a temporary character shall be placed, constructed, erected, or permitted to remain upon any lot.

(J) Walls, fences and hedges may be erected or placed anywhere on a lot notwithstanding the set back or side yard provisions contained herein; however, walls, fences or hedges which exceed a height of three (3) feet six (6) inches and which are situated between a dwelling and a street, shall only be erected or placed on or behind the minimum set back or side yard requirements as above set forth.

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4.3. Owners shall install underground facilities for sewage, water and natural gas, and shall only use the facilities provided to the Subdivision for sewage, water and natural gas. However, if an owner duly obtains the approval of all proper public authorities, the owner may in addition construct, maintain, operate or use a private water well or other source of water for culinary or irrigation purposes.

4.4. No lot shall be further divided or subdivided, and each and every lot shall be sold, conveyed, set over, assigned, transferred or occupied in the size designated on the Plat.

4.5. No fence, wall, hedge, shrub or any structure or improvement which obstructs sight lines at elevations between 2 and 6 feet above the streets in the Subdivision shall be erected, constructed, planted, placed or permitted to remain on any lot within the triangular area formed by commencing at the intersection of the extended street lines, running along both street lines to a point fifteen (15) feet from said intersection, and a line connecting such points. No tree shall be permitted to remain within such triangular areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.6. Easements for the installation of transmission lines, pipe lines, and certain rights-of-way as shown on the Plat, are hereby reserved to Developer, its assigns and

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successors. The Developer reserves for itself and its successors and assigns the right to enter upon any lot to construct and maintain public utilities and related improvements, pipes, poles, wires, etc., whether underground or above ground. No structures of any nature shall be erected, placed, altered or permitted to remain on or over, or interfere with, said easements or the use and benefit thereof.

4.7. Owners of occupied or unoccupied lots shall at all times keep and maintain their lots in an orderly, neat and sightly manner, and all rubbish, trash, debris or garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All equipment and containers for the storage and disposal of said waste materials shall at all times be kept in a clean and sanitary condition. No lot shall be used in any manner for any purpose which may result in the pollution of any watercourse, stream or waterway of any nature.

4.8. All lots shall at all times comply with zoning statutes and ordinances promulgated by any governmental body having jurisdiction over the Subdivision.

4.9. With respect to Lots 20 through 40 of the Subdivision:

(A) Said lots, or any portion thereof, with the written consent of Developer, which may be withheld without cause or reason, may be used, in addition to the permissible uses hereunder, for the development, maintenance and operation of a facility primarily for educational purposes, or anything connected therewith or

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related thereto, including the construction, maintenance and operation of classrooms, auditoriums, cafeterias, dormitories, living quarters, apartments, book and supply stores, recreational facilities, including but not limited to tennis courts or swimming pools, or any other facility related to or connected with providing services to such educational facility.

(B) Such facilities shall be used primarily for educational or related purposes, but other use of such facilities shall be permitted hereunder including the rental or permitting the use of the above described facilities for purposes and to parties not connected with or related to said educational facilities.

(C) In the event that such education facility shall be constructed, built or placed on said lots, or any portion thereof, and remain thereon, the terms of the Declaration shall be terminated and released with respect to the lots used in connection with said facility. However, in the event that such facility shall not be constructed, built or placed on said lots, or shall be removed therefrom, then the terms of the Declaration shall apply to such lots as herein provided.

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ARTICLE V

COVENANTS TO RUN WITH LAND

5.1. The covenants, conditions and restrictions, herein set forth shall run with the land described above and be binding on all persons claiming any interest in the

lots or any part thereof for a period of fifty (50) years from the date hereof, at which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years unless the owners of a majority of the lots in the Subdivision shall file a written notice executed by such Owners with the Office of the Summit County Recorder and give copies of such notice to all other lots owners and said notice shall state the terms of the Declaration are terminated and released.

5.2. Any person or entity who shall acquire any interest in any lot subject to the coverage of the Declaration, by acceptance of such interest, whether from Developer or a subsequent owner of any interest in any lot, shall accept such interest upon and subject to each and all of the covenants, conditions and restrictions of the Declaration and such person or entity and any heirs, personal representatives, successors and assigns, covenants, consents, and agrees to and with Developer, and to and with subsequent owners of any interest in any lot within the Subdivision to keep, observe, comply with and perform the covenants, conditions and restrictions of the Declaration.

5.3. The Construction Committee may allow a reasonable variance or adjustment of the covenants, conditions and restrictions contained herein in order to alleviate undue hardship, practical difficulties, or to promote the common welfare and development of the Subdivision. The Construction Committee shall file notice

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of such variance or adjustment with the Office of the County Recorder of Summit County, Utah.

ARTICLE VI

REMEDIES FOR VIOLATION

6.1. Developer or other persons to whose benefits these restrictive covenants enure may prosecute any proceedings at law or in equity against any persons violating or attempting to violate any of the provisions hereof and may prevent such persons from committing such violations and may recover damages or seek other relief for such violations. A waiver of a breach of any of the restrictive covenants contained herein shall not be construed as a waiver of any succeeding breach or violation thereof or any other restrictive covenant. In the event legal action is necessary to enforce any of the provisions of this Declaration, such as conformance to a restriction or payment of a charge, then the party bringing such an action shall be entitled to expenses of enforcement, including reasonable attorneys' fees, if relief is granted by a court pursuant to such proceedings.

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ARTICLE VII

SAVING CLAUSE

7.1. Invalidation of any one of the covenants, conditions and restrictions hereinbefore set forth, as a result of any conflict with a statute or ordinance, or by judgment or court order or other official decree shall in no way affect any of the other provisions hereof which will remain in full force and affect during the term hereof or any renewals or

extensions thereof.

7.2. This Declaration may be amended, changed, modified, waived or terminated upon the written consent of a majority of the lot owners, and, as long as developer shall possess any interest in any lot in the Subdivision, the written consent of Developer. Such consent shall be filed with the Office of the Recorder of Summit County, Utah.

IN WITNESS WHEREOF, Murray First Thrift & Loan has caused this Declaration of Covenants, Conditions and Restrictions to be executed the day and year first above written.

MURRAY FIRST THRIFT & LOAN CO.

ATTEST:

Dean Christensen
Secretary

By Edward I. Vetter
President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 29th day of October, 1975, personally appeared before me Edward I. Vetter and Dean C. Christensen, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Murray First Thrift & Loan Co., a Utah corporation, and that the within and foregoing Declaration of Covenants, Conditions and Restrictions was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Edward I. Vetter and Dean C. Christensen duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

May 29, 1979

Lenora S. Phillips
Notary Public
Residing at: Salt Lake County