

Entry No. <u>131692</u>	Book <u>M79</u>
RECORDED <u>5-18-76</u>	at <u>1:35 P</u> Page <u>779-785</u>
REQUEST of <u>Summit Co. Title</u>	
FEE	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
\$ <u>8.00</u>	By <u>Wanda Y. Spriggs</u>
INDEXED	ABSTRACT

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PROSPECTOR VILLAGE SUBDIVISION - A SUBDIVISION
IN PARK CITY, UTAH**

Murray First Thrift & Loan Co., a Utah corporation ("Developer"), developer of Prospector Village Subdivision, Park City, Utah and the owner of a majority of the lots situated in said Subdivision, consents to and hereby amends the Declaration of Covenants, Conditions and Restrictions of Prospector Village Subdivision ("Declaration"), filed in the Office of the Recorder of Summit County, Utah, as Entry No. 129143, Book M73, commencing at page 66, covering all of that certain real property situated in the County of Summit, State of Utah and more particularly described as:

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

The Declaration is hereby amended as follows:

FIRST: Article III, section 3.3. of the Declaration is amended by deleting said section and substituting therefor the following:

3.3. As long as Developer shall possess record title to a majority of the lots in the Subdivision, including the retention of title under a contract to sell, or similar instrument, it shall have the absolute right from time to time to appoint and remove members of the Construction Committee. At such time as Developer shall not possess or retain such title in a majority of the lots or upon notice by Developer to the Owners that Developer does thereby relinquish said right of appointment and removal, thereafter 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

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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 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 by proxy, shall constitute the action of the Owners with respect to the election of new members to the Construction Committee.

SECOND: Article III, section 3.4. of the Declaration is amended by deleting said section and substituting therefor the following:

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 therefor have been approved by the Construction Committee.

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THIRD: Article IV, section 4.2.(B) of the Declaration is amended by deleting said section and substituting therefor the following:

4.2.(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

However, a duplex may be placed, erected, constructed and permitted to remain on the following pairs of contiguous lots provided that both lots are utilized for a single duplex structure. Such pairs of lots include: 41 and 42, 43 and 44, 45 and 46, 47 and 48, 49 and 50, 51 and 52, and 53 and 54.

FOURTH: Article IV, section 4.2.(C) of the Declaration is amended by deleting said section and substituting therefor the following:

4.2.(C) The minimum total square footage of finished living space, exclusive of porches and garages, for each dwelling shall be as follows:

Single family: 1,000 square feet
Duplex: 1,500 square feet
Triplex: 2,250 square feet
Fourplex: 3,000 square feet

Every dwelling shall have a minimum of 580 square feet of finished living space, exclusive of porches and garages, on the ground floor of such dwelling.

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FIFTH: Article IV, section 4.2.(E) of the Declaration is amended by deleting said section and substituting therefor the following:

4.2.(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. However, if in the opinion of the Construction Committee a lot is not of sufficient size to permit compliance with the requirements under this section 4.2.(E), then, upon written request by an Owner, the Construction Committee may in its discretion permit the Owner to have such garage or carport as may be reasonable. However, each lot upon which a dwelling exists shall have a garage or carport for not less than one (1) passenger car.

SIXTH: Article IV, section 4.2.(F) of the Declaration is amended by deleting said section and substituting therefor the following:

4.2.(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.
- (2) The minimum side yards for any structure shall be five (5) feet, but notwithstanding the foregoing, the total distance

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of both side yards shall be not less than ten (10) feet. With respect to corner lots, the side yard abutting a street shall be a minimum of ten (10) feet and the other side yard a minimum of five (5) 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 ten (10) 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.
- (4) With respect to any garage or carport detached from a dwelling and situated more than six (6) feet from the rear line of such dwelling, the rear lot line set back provisions and side yard provisions provided above shall not apply, and such garage or carport so situated shall only be required to be set back from the rear lot line a minimum distance of one (1) foot and shall only be required to have a side yard of a minimum of one (1) foot, provided that with respect to corner lots the side yard shall be a minimum of ten (10) feet.

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

SEVENTH: Article IV, section 4.6. of the Declaration is amended by deleting said section and substituting therefor the following:

4.6. Easements for the installation of transmission lines, pipe lines, and certain utility easements all as shown on the plat are hereby reserved to Developer, its assigns and successors. Such easements shown on the plat as utility easements may also be used as drainage easements and are hereby reserved for such

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purpose to developer, its assigns and successors. The Developer, its assigns and successors shall have the reasonable right to enter upon every lot in the Subdivision and construct and maintain on the above stated easements public utilities, drainage facilities and related improvements and items connected therewith or related thereto, whether underground or above ground. No other structure 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.

EIGHTH: Article IV, section 4.9.(B) of the Declaration is amended by deleting said section and substituting therefor the following:

4.9.(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. However, such facilities shall at all times be constructed, kept and maintained in such a manner as to not be detrimental to the remaining lots in the Subdivision or Owners or to cause a nuisance, either private or public.

NINTH: Article V, section 5.3. of the Declaration is amended by deleting said section and substituting therefor the following:

5.3. The Construction Committee, with the written consent of a majority of the Owners of lots in the Subdivision, which shall include Developer for all lots owned by Developer or title to lots retained by Owner under a contract to sell or similar instrument, 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 of such variance or adjustment with the Office of the County Recorder of Summit County, Utah.

TENTH: Article VII, section 7.2. of the Declaration is amended by deleting said section and substituting therefor the following:

7.2. The Declaration may be amended, changed, modified, waived or terminated upon the written consent of a majority of the Owners of lots in the Subdivision. For purposes of determining such a majority when a lot is owned by more than one person or entity, each such owner shall be counted as a fraction equal to the fractional interest possessed in such lot. For purposes of this section, Developer shall be deemed the Owner of each lot of which it possesses record title, including title retained under a contract to sell, or similar instrument. Such written consent of the Owners shall be filed with the Construction Committee and upon receipt by the Construction Committee of the requisite written consents, it shall file with the Office of the Recorder of Summit County, Utah, notice of the action taken under or pursuant to this section.

DATED this 17th day of May, 1976.

MURRAY FIRST THRIFT & LOAN CO.

By Marvin C. Steadman
Its Vice President

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

On the 17th day of May, 1976, personally appeared before me Marvin C. Steadman, who being by me duly sworn, did say that he is the Sr. Vice President of Murray First Thrift & Loan Co., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said Marvin C. Steadman duly acknowledged to me that said corporation executed the same.

My Commission Expires:

May 29, 1979

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

