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Entry No. 134486 Book M86
RECORDED 11-2-76 at 4:25 M Page 36
REQUEST of Summit County Title Co.
FEE \$ 5.00 WANDA Y. SPRIGGS, SUMMIT CO. REC.
BY Wanda Y. Spriggs ABSTRACT

SECOND 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 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 residential dwelling may be placed, erected, constructed and permitted to remain on the following designated lots:

lots 20 through 40
64 through 69
75 through 82
93 through 98
122 through 127

A duplex may also 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.

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SECOND: Article IV, section 4.2.(F)(4) of the Declaration is amended by deleting said section and substituting therefor the following:

- (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 five (5) feet 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 be considered as part of a structure.

THIRD: 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 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 on the ground surface. 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. No poles of any nature shall be placed, constructed or erected on or upon any easement provided for herein.

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FOURTH: 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. However, under no circumstances shall any amendment to this Declaration permit, or be construed to permit, an increase of the density of development on any lot or to permit any development on any lot that may adversely affect or interfere with the peace, enjoyment, comfort or economic well being of any owner of any lot in the Subdivision.

DATED this 27th day of August, 1976.

MURRAY FIRST THRIFT & LOAN CO.

By Marvin C. Steadman
Its Senior Vice President

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

On the 27th day of August, 1976, personally appeared before me Marvin C. Steadman, who being by me duly sworn, did say that he is the Senior Vice President

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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.



Sharon Brown
NOTARY PUBLIC
Residing at: Beautiful, Utah

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