

When Recorded Return To:
Prestwick SSL, LLC
84 West 4800 South, Ste. 200
Murray, Utah 84007
Tax ID: 16-31-102-049

14257416 B: 11500 P: 6443 Total Pages: 3
06/26/2024 04:10 PM By: Mwestergard Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: METRO EXPERIENCE TITLE
345 E BROADWAYSALT LAKE CITY, UT 841112604

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESTWICK SUBDIVISION

This First Amendment (the "Amendment") to the Declaration of Covenants, Conditions and Restrictions (Entry #13904298, B: 11313 P:2325, Salt Lake County) for the Prestwick Subdivision, is made as of June 26, 2024 and will be effective on and after July 22, 2024 (the "Effective Date"), by Prestwick SSL, LLC (the "Declarant") on behalf of the Prestwick Homeowners Association (the "Association"), a Utah corporation.

NOW THEREFORE, the Covenants, Conditions and Restrictions shall be amended with the following language being added to Section 10:

10.12 Vehicles. The following rules apply to all Common Areas of the HOA

10.12.1 Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, unregistered, junk or junked cars or other similar machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any Lot) shall be kept on the Property or repaired on any portions of the Property except in emergencies. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, has a current registration sticker, contains all parts and equipment, including properly inflated tires and is in such good condition and repair as may be necessary for any person to drive the same on a public highway.

10.12.2 Parking is not allowed in front of or within 5' of any fire hydrant or other safety device, in any area marked with red curb, in front of any garage, in any alleyway/driveway, in any entrance from a public road. There shall only be parking allowed on one side of the street.

10.12.3 Commercial vehicles owned and/or operated by Owners or Owners' tenants, may be parked in designated parking spaces, to include parking overnight, provided that such commercial vehicle is of such size that it may fit in a single parking space. Those commercial vehicles not owned or operated by Owners or Owner's tenants shall not be left parked on any part of the Property, including, without limitation, any street or Lot, longer than is necessary to perform the business function of such vehicle in the area, notwithstanding the former the time shall not be longer than 12 hours in any event, it being the express intention of this restriction to prevent parking of commercial vehicles not owned and/or operated by Owners or Owners' tenants upon the Property, including, without limitation, the streets or Lots in the Community.

10.12.4 Trailers, buses, tractors, or any type of recreational vehicle shall not be parked, stored, maintained or repaired on any Lot or parked upon any streets, parking spaces or Common Area.

10.12.5 Any vehicle not complying with the rules shall be towed, at the Owners expense.

10.12.6 Notwithstanding the above, during construction of Dwellings, the Declarant and any Builder may maintain commercial vehicles and trailers on the Property for purposes of construction and for use as a field or sales office.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO EXPERIENCE TITLE hereby expressly disclaims any responsibility or liability to the accuracy of the content thereof.

10.12.7 No person shall operate a Vehicle in the Community other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

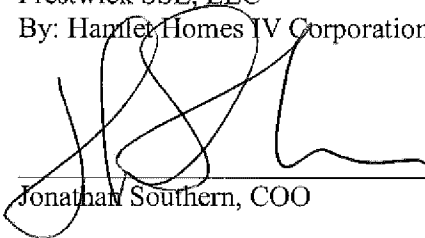
In all other respects, the Declarations remain unchanged.

Executed as of the date referenced above.

DECLARANT

Prestwick SSL, LLC


By: Hamlet Homes IV Corporation, Its Manager


Jonathan Southern, COO

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

The forgoing instrument was acknowledged before me the 26th day of June, 2024 by Jonathan Southern, COO of Hamlet Homes IV Corporation, as Manager of Prestwick SSL, LLC a Utah limited liability company (Declarant)

SEAL:


NOTARY PUBLIC

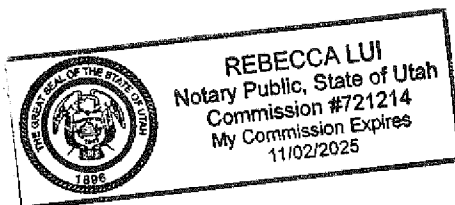


EXHIBIT A

Legal Description of the Project

The Project is located in Salt Lake County, Utah, and is described as follows:

A PART OF LOTS 6 AND 7, BLOCK 17, TEN ACRE PLAT "A" BIG FIELD SURVEY IN SALT LAKE COUNTY, UTAH AS VESTED IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY #13735499, BOOK 11216 PAGE 8011 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF 200 EAST STREET, SAID POINT BEING 24.75 FEET SOUTH 89°57'17" WEST ALONG THE LOT LINE FROM THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT IS ALSO LOCATED 1,755.24 FEET SOUTH 00°00'45" EAST AND 742.84 FEET NORTH 89°57'17" EAST FROM A SALT LAKE COUNTY MONUMENT AT THE INTERSECTION OF STATE STREET AND 3300 SOUTH STREET; AND RUNNING THENCE SOUTH 89°57'17" WEST 378.68 FEET ALONG SAID LOT LINE; THENCE SOUTH 00°03'26" WEST 94.70 FEET TO THE NORTH LINE OF WINSLOW AVENUE; THENCE SOUTH 89°57'27" WEST ALONG SAID NORTH LINE 298.04 FEET TO THE EAST LINE OF STATE STREET; THENCE NORTH 0°00'45" WEST 496.34 FEET ALONG SAID EAST LINE; THENCE NORTH 89°56'33" EAST 489.33 FEET TO AN EXISTING FENCE LINE BEING THE COMMON PROPERTY LINE WITH HIDDEN OAKS 8 CONDOMINIUMS, AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NUMBER 10407482 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID FENCE LINE SOUTH 00°07'39" EAST 286.96 FEET; THENCE SOUTH 89°57'05" WEST 1.05 FEET; THENCE SOUTH 00°08'46" WEST 57.40 FEET; THENCE NORTH 89°57'11" EAST 188.30 FEET TO THE WEST LINE OF 200 EAST STREET; THENCE SOUTH 00°08'46" WEST 57.40 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINS 5.409 ACRES IN AREA AND 62 LOTS