

Entry 165756

Entry No. 165756	Book M 156
RECORDED 4-15-80 at 3:30 M	Page 74-81
REQUEST of SUMMIT CO. TITLE	
FEE	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
\$ 13.50	By <i>Wanda Y. Spriggs</i>
INDEXED	ABSTRACT

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PROSPECTOR SQUARE SUBDIVISION A PLANNED COMMERCIAL DEVELOPMENT PARK CITY, SUMMIT COUNTY, UTAH

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Prospector Square Subdivision, A Planned Commercial Development, is made on the date set forth at the end hereof pursuant to a vote of two-thirds of all Class A membership votes which members present in person or represented by proxy were entitled to cast at a special meeting duly called for such purpose and the written consent of Developer, all pursuant to the requirements of Article X, Paragraph 3 of the Declaration.

Recitals

The Declaration of Covenants, Conditions and Restrictions of Prospector Square Subdivision, A Planned Commercial Development, Park City, Summit County, Utah, dated the 5th day of July, 1974, executed by MFT Mortgage Corp., a Utah corporation, was recorded in the Office of the Recorder of the County of Summit, State of Utah, on July 5, 1974, as Entry No. 123717, in Book M58, Pages 1 through 15, covering certain real property situated in Summit County, Utah and described as follows:

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

An Amendment to Declaration of Covenants, Conditions and Restrictions of Prospector Square Subdivision, A Planned Commercial Development, Park City, Summit County, Utah, dated the 10th day of March, 1977, executed by Murray First Thrift and Loan Company, was recorded in the Office of the Recorder of Summit County, Utah, on the 22nd day of June, 1977, as Entry No. 138572, Book M95, Pages 763-764.

BOOK 155 PAGE 74

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The owners of the subdivision desire to amend the Declaration in certain respects.

NOW, THEREFORE, the Declaration is hereby amended as follows:

I.

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Prospector Square Subdivision, A Planned Commercial Development, Park City, Summit County, Utah, supercedes and replaces the Amendment referred to above.

II.

Article I, Sections 2, 3 and 4 of the Declaration are amended to read in their entirety as follows:

2. Plat shall mean and refer to the Amended Plat of Prospector Square Subdivision, executed and acknowledged by developer on the 5th day of December, 1974, prepared and certified to by M. Carl Larsen (a duly registered Utah Land Surveyor holding Certificate No. 2970) and filed with the Office of the Recorder of Summit County, Utah, on December 26, 1974, as Entry No. 125443. However, the term Plat shall not mean or include Lots 40 through 46 as described and set forth on the Plat.
3. Property shall mean and refer to the tract of real property covered by the Plat, which is set forth in Article II of this Declaration, excepting and excluding therefrom Lots 40 through 46 as described and set forth on the Plat and said Lots 40 through 46 shall not be subject to or bound by the terms of the Declaration or receive any of the benefits or privileges thereunder.
4. Lot shall mean and refer to any of the 83 separately numbered parcels of land shown on the Plat; but excluding Lots 40 through 46 as described and set forth on the Plat.

III.

Article IV, Section 2 of the Declaration is amended to read in its entirety as follows:

2. Voting Rights. The Association shall have the following voting membership:

Members shall be all Owners. Members shall be entitled to one vote for each 100 square feet of ground space in each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any 100 square feet of ground space in each Lot. No vote shall be allowed for remaining ground space in each Lot of less than 100 square feet of ground space.

IV.

Article V, Section 2 of the Declaration is amended to read in its entirety as follows:

2. Transfer of Title. Developer agrees that it shall, at or prior to the time of this Amendment, convey to the Association title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities, or for easements or rights of way reserved to the Developer or otherwise enforceable in law or equity.)

V.

Article V of the Declaration is amended by adding thereto a Section 4, which reads in its entirety as follows:

4. Exemption. Owners of Lots 40 through 46 of the Prospector Square Subdivision, as set forth on the Plat, shall have no right or easement of use and enjoyment in or to the parking areas of the Subdivision as designated on the Plat, and the Owners of said Lots 40 through 46 shall not cast votes, or be counted for the purpose of determining the presence of a quorum, with respect to the dedication or transfer of any common areas, as provided in Section 3(b) of this Article.

BOOK # 156 PAGE 76

VI.

Article VI of the Declaration is amended by adding thereto a Section 9, which reads in its entirety as follows:

9. Exemption. Owners of Lots 40 through 46 of the Prospector Square Subdivision, as set forth on the Plat, shall be exempt from any and all assessments, including, but not limited to, special assessments and monthly assessment dues, promulgated and/or levied by the Association under the terms of this Article VI; and the Owners of said Lots 40 through 46 shall have no obligation or duty to pay such assessment, and said Lots shall not be subject to a lien as and for such assessments. The Owners of said Lots 40 through 46 shall not cast votes, or be counted for the purpose of determining the presence of a quorum, with respect to the levy of any special assessment provided in Section 3 above, or with respect to the promulgation or levying of any other assessment from which said Lots and Lot Owners are exempt as provided in this Section 9.

VII.

Article VII of the Declaration is amended by the elimination of Paragraph 11 thereof.

VIII.

Article VIII of said Declaration is hereby amended by adding thereto a Section 12, which reads in its entirety as follows:

12. Additional Parking. Owners of Lots 40 through 46 of the Subdivision shall have no right or easement of use or enjoyment of the parking areas, as designated on the Plat; and Owners of said Lots shall provide such additional parking areas and facilities for said Lots as may be required by any zoning statutes or ordinance adopted by any governmental body or agency having jurisdiction over the Subdivision. Common areas shall not be included in determining if said Lot Owners have complied with such requirements.

IX.

Article IX, Section 3 is amended to read in its entirety as follows:

3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures, and shall meet the following criteria:

(a) Architecture.

(1) Architectural style shall be consistent with that of the Victorian era. Design motifs and use of materials consistent with victorian, tudor, Elizabethan, rococo, French provincial and colonial and other turn-of-the-century traditional styles of architecture shall be required.

(2) The Commercial Units on adjacent sites shall complement each other. Variation in styles, while encouraged, shall only be allowed to the extent that such variation creates a pattern of consistency throughout the Property. The Committee shall be permitted to make recommendations and shall approve or disapprove all designs. The judgment of the Committee shall be final with respect to all matters of design, architecture and style.

(3) All designs, plans and drawings shall be done by a licensed architect.

(4) All construction shall conform to all applicable ordinances, rules and codes.

(5) Sewer drainage and utility lines, conduits or systems shall not be constructed or maintained above the ground level.

(6) The Owner shall have the right to place footings, signs, canopies, cornices and other building features attached to a Commercial Unit which project over the Lot lines, sidewalks or walkways, provided the same are approved by the Committee.

(7) No fence or wall shall be erected upon any Lot. Hedges not exceeding four (4) feet in height may be grown immediately adjacent to any Commercial Unit. These restrictions may, however, be waived or modified by the Committee.

(b) Signs.

(1) No sign, symbol, advertisement, or billboard shall be constructed, used, maintained, erected, posted, pasted, displayed, or permitted on or about any portion of a Lot except a sign which identifies the name, business, or symbol of such Commercial Unit, which does not advertise any particular item of merchandise, which is harmonious to the general exterior architectural treatment of the buildings, and which is a type, size, and design which complies with the criteria set forth in these covenants.

(2) All signs shall be integrated with the architecture and materials used in the construction of the Commercial Unit. All signs must be approved by the Committee.

(3) No sign shall be longer than seventy-five percent (75%) of the frontage of the Commercial Unit to which it relates, nor shall any sign project above the roof of the Commercial Unit to which it relates.

(4) Signs shall not be gaudy, distracting, too big or bright. Illuminated, plastic, blinking or moving signs are discouraged. Signs shall be tastefully done using good design principles; three dimensional, sculptural, symbolic or logo type signs are encouraged.

(5) No sign shall be erected in or on the Common Areas by an individual Owner or for the benefit of a single Commercial Unit. Signs and directories which benefit their entire Property may be erected by the Association.

(6) The Committee must approval all signs and shall have the power to alter, amend, or waive any provision contained in this Section (b); provided, however, that in no case may said Committee waive, alter or amend the provisions of Subsection (5) above.

X.

Article IX of the Declaration is amended by the elimination of Section 7 and renumbering of Section 8 to Section 7.

XI.

The Declaration as a whole is hereby amended to eliminate any reference to Class A and Class B members and all Owners shall be treated as members of equal voting rights.

IN WITNESS WHEREOF, the Prospector Square Property Owners Association pursuant to a duly held meeting has executed this Second Amendment to the Declaration this 14 day of Sept, 1978 and certifies that it was duly adopted by the Owners in accordance with the Declaration.

PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION

ATTEST:

By

Gordon S. Sloan

James M. Burgess

Developer hereby gives its written consent to said Amendment this 11th day of Sept, 1978.

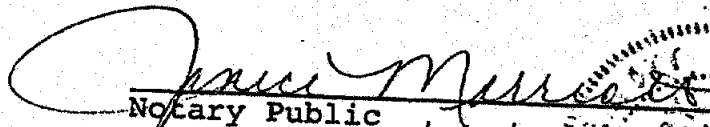
Edwin Vetter

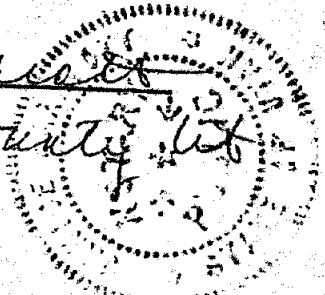
STATE OF UTAH)
): SS
COUNTY OF SALT LAKE)

On the 11th day of Sept, 1978, personally appeared before me Gordon S. Sloan and James M. Burgess, who being by me duly sworn, did say that they

BOOK 155 PAGE 80

are the Pres and Secretary respectively
of PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION, and that
said instrument was signed on behalf of said corporation
by authority of a resolution of its Board of Directors
and they duly acknowledged to me that said corporation
executed the same.


Notary Public
Residing at: St. County, Ill



My Commission Expires:

7-11-81