Entry No. 150514 Book M122
RECORDED 10-27-78 at 8:58 M Page 77-84
REQUEST of Prospector Park Assoc.
FEE $11.00 WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
By Wanda Y. Spriggs
INDEXED ABSTRACT

PROSPECTOR PARK ASSOCIATES
A UTAH LIMITED PARTNERSHIP

- TO -

WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PROSPECTOR PARK SUBDIVISION PHASE II

Entry No.
Recorded
Book
Dated

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Park City, Summit County, State of Utah, particularly described in Exhibit "A" attached hereto and more generally described as Prospector Park Subdivision Phase II as set forth on the official plat filed in the office of the Recorder, Summit County, Utah;

WHEREAS, the undersigned is about to sell the above-described property which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreement between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the above-described property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecate and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

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1. DEFINITIONS.

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 Park Subdivision, Phase II" executed and acknowledged by Developer on the 11th day of October, 1978, prepared and certified by James G. West (a duly registered Utah Land Surveyor, holding Certificate No. 3082), and filed for record in the Office of the County Recorder of Summit County, State of Utah, on the 27th day of October, 1978.

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

1.4 Lot or Lots shall mean and refer to, as applicable, a lot or lots designated in the Plat, numbered 65 through 106 and 143 through 155.

1.5 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 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.

2. CONSTRUCTION COMMITTEE

2.1 Committee Approval. 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 the Construction Committee hereinafter referred to as the Committee.

2.2 Committee Action. The Committee shall be composed of three (3) members, who need not possess any interest in any lot, and a member shall serve on the Committee until such member resigns, is removed or until new members are elected as hereinafter provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing and signed by at least two members. The Committee may establish internal rules and procedures not contrary to the terms hereof.

2.3 Committee Membership. As long as the undersigned 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 Committee. Thereafter, or upon notice by the undersigned to the Owners that it does hereby relinquish said right of appointment and removal, the Owners shall have the right to appoint and remove members from the Committee as follows:

(A) Notice of Meeting. Owners of 20% 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 Committee.

(B) Quorum and Voting. The presence in person or by proxy of at least 51% of the owners of all the lots in the subdivision at such a meeting shall constitute a quorum for purposes of this Article 2.3. When a quorum has been established, those owners present at such meeting, either by person or by proxy, shall have the right to nominate and vote on members for the 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) Action by Majority. 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 Committee.

2.4 Submission of Plans. 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 intial approval, there shall be submitted to the Committee, at such place as may be designated in writing to the Owners by the Committee, two (2) complete sets of plans and specifications for any and all proposed construciton, 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, exeteriors, color scheme, landscaping, and such additional and further items as the Committee may deem necessary to evaluate and approve such plans and specifications,

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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 Committee.

2.5 Time for Consideration. The Committee shall approve or disapprove the plans and specifications within thirty (30) days from the receipt thereof. If the Committee fails to act within thirty (30) days of receipt of plans and specifications they shall be deemed to be approved. 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 Committee for its permanent files.

2.6 Disapproval. The 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 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 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 Committee shall give the applicant a written statement setting forth the reasons the application was denied. The decisions of the Committee shall be final.

2.7 Liability. Neither the Committee nor any architect or agency thereof or of the undersigned 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.

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3. USE OF LOTS

3.1 Restrictions. Each and every lot shall be used only for residential purposes and purposes incidental thereto, except as otherwise provided. Any other use of the lots shall be prohibited including, but not limited to, the following:

(A) . Commercial. 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) Signs. 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) Offensive Activites. 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. The Committee shall be sole judge of what shall constitute an annoyance or nuisance to the Subdivision.

(D) Animals. 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) Storage. 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 a dwelling on 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.

(F) Excavation. 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.

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

(A) Architectural Restrictions.

(1) Architectural style shall be consistent with that of the turn of the century 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 residential structures on adjacent lots 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 Subdivision. 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 construction shall conform to all applicable ordinances, codes, rules and regulations.

(B) Residential. No building other than one single family dwelling house, and any appropriate outbuildings shall be erected on any of the lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outbuildings.

(C) Size. The minimum total square footage of finished living space, exclusive of porches and garages, for each dwelling shall be 1000 square feet, 580 square feet of which shall be on the ground floor. No structures on any lot shall be more than two (2) stories, not including basement, but in no event exceed a maximum height of 28 feet from the lowest finished grade level contiguous to such structure. No dwelling shall be less than one story above grade level.

(D) Garage. Each dwelling must contain a garage for at least two (2) but not more than three (3) passenger cars.

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(E) Structure Placement. All structures constructed on any lot shall have yards as follows:

(1) Side Yard.

(a) The minimum side yard for any dwelling or other building shall be ten (10) feet, except that a side yard shall not be required where structures are designed with a common wall on a lot line. The longest dimension of a building joined at the property line shall not exceed 100 feet.

(b) The minimum side yard for a private garage or other accessory building located at least six (6) feet from the rear of the main building shall be five (5) feet.

(c) On corner lots, the side yard which faces on a street for both main and accessory buildings shall not be less than fifteen (15) feet.

(2) Front Yard. The minimum depth of the front yard for all main buildings and accessory buildings except garages shall be twenty (20) feet. Garages shall be placed no closer than fifteen (15) feet.

(3) Rear Yard. The minimum depth of the rear yard for all main buildings shall be ten (10) feet, and for the accessory buildings five (5) feet except on corner lots which rear upon the side yard of another lot.

Accessory buildings shall be located no closer than ten (10) feet to the main building.

For purposes of this paragrpah 3.2(E), eaves, overhangs, and steps, shall be considered as part of a structure.

(F) Destruction. 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 and/or lot restored to a safe and sightly condition.

(G) Construction Time. 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.

(H) Temporary and Prefab Buildings. 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 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.

(I) Walls, Fences and Hedges. 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 yard requirements as above set forth.

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3.3 Underground Utilities. 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.

3.4 Resubdivision. 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.

3.5 Easements. Easements for the installation of transmission lines, pipe lines, and certain utility easements all as shown on the plat are hereby reserved to the undersigned, 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 the undersigned, its assigns and successors. The undersigned, 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.

3.6 Lot Maintenance. 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 water 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. MISCELLANEOUS PROVISIONS

4.1 Covenants to Run With Land. 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 ten (10) 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.

4.2 Acceptance of Restrictions. 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 the undersigned 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

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and assigns, covenants, consents and agrees to and with the undersigned, 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.

4.3 Variance. The Committee, with the written consent of a majority of the Owners of lots in the Subdivision, which shall include the undersigned for all lots owned by the undersigned 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 Committee shall file notice of such variance or adjustment with the Office of the County Recorder of Summit County, Utah.

4.4 Remedies for Violation. The undersigned 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 action shall be entitled to expenses of enforcement, including reasonable attorney's fees, if relief is granted by a court pursuant to such proceedings.

4.5 Saving Clause. 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 effect during the term hereof or any renewals or extension thereof.

4.6 Amendment. 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, the undersigned 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 Committee and upon receipt by the 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

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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.

PROSPECTOR PARK ASSOCIATES,
a Utah Limited Partnership

By WESTERN WOODLANDS,
a General Partner

ATTEST:

James M. Burgess.
Secretary

Vice-President

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

On the 11th day of October, 1978, personally appeared before me Lonny E Adams and James M. Burgess, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Western Woodlands, general partner of Prospector Park Associates, a Utah limited partnership, and that the foregoing Declaration of Covenants, Conditions and Restrictions was signed on behalf of said corporation and on behalf of Prospector Park Associates, a limited partnership, by authority of a resolution of the Board of Directors of the corporation and said Lonny E Adams and James M. Burgess duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

PUBLIC

STATE OF UTAH

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01211591 B: 2799 P: 0606
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Rhonda Francis Summit County Recorder
10/30/2023 12:16:35 PM Fee $352.00
By PARK CITY TITLE
Electronically Recorded

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PROSPECTOR PARK SUBDIVISION

This Amendment to the DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PROSPECTOR PARK SUBDIVISION (this "Amendment"), is made and executed by Prospector Park Homeowners Association, Inc., a Utah nonprofit corporation (the "Association"), and is effective upon recording in the Office of Recorder for Summit County, Utah.

RECITALS

A. On July 18, 1977, that certain DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PROSPECTOR PARK SUBDIVISION PHASE I was recorded in the Office of Recorder for Summit County, Utah as Entry No. 139086, Book M97, Page 139. On March 20, 1978, that certain DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PROSPECTOR PARK SUBDIVISION PHASE III was recorded in the Office of Recorder for Summit County, Utah, as Entry No. 145187, Book M111, Page 101. On October 27, 1978, the DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PROSPECTOR PARK SUBDIVISION PHASE II was recorded in the Office of Recorder for Summit County, Utah as Entry No. 150514, in Book M122, at Pages 77-84 (collectively, the "Declaration").

B. On May 11, 1988, Articles of Incorporation of the Prospector Park Homeowners Association were filed with the Utah Division of Corporations and Commercial Code, thereby establishing the Association as a Utah nonprofit corporation and the community association for all phases of the Prospector Park Subdivision.

C. Declaration Section 4.6 provides that the Declaration may be amended with the written approval of a majority of the Owners of Lots in the Subdivision.

D. The Association, acting by and through its Governing Board of Trustees (the "Board"), now desires to amend the Declaration as set forth herein for the benefit of the Owners and the Association.

E. As evidenced by this instrument, the Board has obtained the Owner approval necessary to adopt and record this Amendment.

F. Capitalized terms not defined herein are defined in the Declaration.

NOW, THEREFORE, for the reasons recited above, the Association hereby amends the Declaration as follows:

AMENDMENT

The following shall be and is hereby added to the Declaration.

5. Restrictions on Timeshare, Fractional Ownership, and Interval Occupancy Use

5.1 Timeshares and Fractional Ownership Restrictions. No Lot whether leased or owned shall be used:

(a) for the operation of a timeshare, fractional ownership, interval ownership, private residence club, or similar program where the right to exclusive use of the Lot rotates among the participants in the program, regardless of whether such program utilizes a fixed or floating schedule, a first come-first serve reservation system or any other arrangement; or

(b) for the operation of a reservation or time-use system among co-Owners of a Lot or among co-interest holders in the entity which owns the Lot, regardless of whether or not any co-Owner or co-interest holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed, or floating, if one or more of the following conditions exist:

(i) the ownership interest in the Lot or ownership interest in a limited liability company or other entity that owns the Lot is marketed for sale to the general public subject to such system; or

(ii) the co-Owners or co-interest holders are or were required as a condition of purchase of the ownership interest in the Lot or interest in the entity that owns the Lot to subject the interest to a reservation or time-use system among co-Owners; or

(c) in the marketing, offering, or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest, or other interest whereby the interest-holder acquires the right to participate in a time-use or reservation-type system among the interest-holders, or among the interest-holders and others, involving the Lot, or involving the Lot and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether any interest-holder may later opt out of such system, and regardless of whether the time-use or reservation-type system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

(i) the interest is marketed for sale to members of the public, or

(iii) the interest-holders are or were required as a condition of purchase of the interest to be subject to any time-use or reservation-type system among Interest-holders, or among interest-holders and others.

(d) All of the forgoing types of ownership and/or uses described in this Section are hereinafter referred to as a "Timeshare Program."

(e) In addition to all of the foregoing provisions of this Section, all use and occupancy arrangements falling within the definition of "timeshare interests" under the Utah Timeshare and Camp Resort Act, Utah Code 57-19-1 *et seq.* are strictly prohibited

by this Section. It is further intended that the definition of Timeshare Program in this Section shall be broader than and not limited by the definition of "timeshare interest" in the Timeshare and Camp Resort Act.

(f) Mere co-Ownership of a Lot, ownership of a Lot by an entity, or long-term lease of a Lot shall not create a Timeshare Program unless it meets any of the conditions of the above in this Section.

6. Nightly Rentals and Accessory Apartments.

6.1 Nightly Rentals Prohibited. Nightly Rental of a Lot (*i.e.*, any lease or rental period less than 30 days) is prohibited under City ordinance and by this Section 6.1 of the Declaration. A minimum lease term of at least 30 days is imposed on every Lot within the Subdivision.

6.2 Accessory Apartments. Accessory apartments (as defined by City Ordinance) may be permitted within the Subdivision, provided, with the prior written approval of the Construction Committee, provided that (a) that they strictly comply with Utah Code and City ordinance; (b) the exterior design is consistent with the primary dwelling exterior with respect to style, color, materials and scale, as determined by the Construction Committee, in its discretion; and (c) there is at least one off-street parking space provided for each Accessory Apartment bedroom.

6.3 Accessory Apartment Rental. Except as otherwise provided by law, an accessory apartment may not be leased or rented if the primary dwelling is not occupied by the Lot Owner. Lease or rental of an accessory apartment (including an Internal Accessory Dwelling Unit, as defined in Utah Code § 10-9a-530) shall comply with City Ordinance regarding rental periods.

Except as modified above, the remaining portions of the Declaration shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned certifies that the foregoing Amendment was approved by a majority of the Owners in the Subdivision.

PROSPECTOR PARK HOMEOWNERS ASSOCIATION, INC.,
a Utah Nonprofit Corporation

By: Sallie Rinderknecht

Printed Name: Sallie Rinderknecht

Its: President

Date: October 30, 2023

STATE OF UTAH)
) ss
COUNTY OF SUMMIT)

On this 30th day of October, 2023, personally appeared before me, Nari Trotter a notary public, Sallie Rinderknecht, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the duly elected president of Prospector Park Homeowners Association, Inc., a Utah nonprofit corporation, and that said document was signed by her on behalf of said corporation with all necessary authority, and acknowledged to me that said corporation executed the same.

Notary Public

NARI TROTTER
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires January 6, 2024
COMMISSION NUMBER 709608

LEGAL DESCRIPTION

Prospector Park Subdivision Phase I, Lots 1 through 51, inclusive, as shown on the official Plat thereof in file and of record in the Office of Recorder for Summit County, Utah recorded on July 6, 1977, as Entry No. 138827 (as said Plat heretofore may have been amended or modified). Parcel Nos.: PR-1 through PR-51.

Prospector Park Subdivision Phase II, Lots 65 through 106 and Lots 143 through 155, inclusive, as shown on the official Plat thereof in file and of record in the Office of Recorder for Summit County, Utah recorded on October 27, 1978, as Entry No. 150513 (as said Plat heretofore may have been amended or modified). Parcel Nos.: PR-2-65 through PR-2-106; PR-2-143 through PR-2-155.

Prospector Park Subdivision Phase III, Lots 53 through 64 and Lots 107 through 142 and Lots 156 through 166, inclusive, as shown on the official Plat thereof in file and of record in the Office of Recorder for Summit County, Utah recorded on March 1, 1978, as Entry No. 144825 (as said Plat heretofore may have been amended or modified). Parcel Nos. PR-3-53 through PR-3-64; PR-3-107 through PR-3-142; PR-3-156 through PR-3-166.