

feet along said right of way; thence S 80°38'40" E 87.07 feet along said right of way; thence S 3°03' W 271.07 feet; thence S 82°16'30" W 290.86 feet; thence South 116.62 feet; thence N 80°53'30" E 98.25 feet; thence S 51°55' E 297.94 feet; thence S 5°26'30" E 52.02 feet; thence N 62°26'50" E 96.87 feet; thence N 73°26'40" E 336.67 feet; thence S 59°38'40" E 224.84 feet; thence N 80°54' E 162.41 feet; thence S 63°00'30" E 178.78 feet; thence S 55°21' E 330.36 feet; thence N 48° E 136.73 feet; thence N 63° W 267.80 feet; thence N 53°56' E 258.45 feet; thence N 41°23'30" W 78.68 feet; thence N 50°13'30" E 154.11 feet to the South Right-of-Way of said Utah State Highway No. 150; thence S 55°37'40" E 123.26 feet; thence S 46°49'10" E 1180.95 feet; thence S 0°08'10" E 75.84 feet; thence S 46°37'10" E 29.05 feet; thence along said Right of Way to a point of a curve to the left the center of which is N 43°22'50" E 2009.69 feet, thence Southeasterly along the arc of said curve 210.73 feet along said right of way; thence S 89°56'10" E 84.39 feet along said right of way to a point of a curve to the left the center which is N 35°24'36" E 1959.69 feet; thence Southeasterly along the arc of said curve 162.29 feet along said right of way; thence S 59°20'10" E 648.10 feet along said right of way to a point of a curve to the left of center of which is N 30°39'50" E 11,507.88 feet; thence Southeasterly along the arc of said curve 338.10 feet along said right of way; thence S 59°10'30" E 83.76 feet; thence S 61°57'10" E 612.91 feet; thence S 60°20'10" E 188.40 feet; thence S 59°40'10" E 136.81 feet; thence S 55°20'10" E 99.24 feet; thence S 36°13' W 757.89 feet; thence N 59°57' W 1061.56 feet; thence N 47°34' W 1788.53 feet; thence N 65°06'30" W 855.47 feet; thence N 9°40' E 66.0 feet; thence N 80°20' W 100.00 feet; thence S 9°40' E 95.75 feet; thence West 1760.37 feet; thence N 59°00'30" W 1582.59 feet to the Southeast corner of Samak Park Subdivision; thence N 55°20' E 499.15 feet along the east line of Samak Park Subdivision, thence N 89°44' E 1339.94 feet to the point of beginning.

The above real property description should be exactly the same as that shown on the official plat of Samak Country Estates as recorded in the office of the Summit County Recorder.

And Whereas, said Samak Development Corporation, intends to subdivide and plat said described real property into a subdivision of 136 (One Hundred and Thirty-six) lots, which subdivision is to be known as SAMAK COUNTRY ESTATES.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property heretofore described subject to the following restrictions and covenants.

1. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or part thereof until 25 years from date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

2. Each and every lot above described shall be known and is hereby designated as a residential lot, and no structure or dwelling shall be erected, altered, placed or permitted to remain on any such residential lot other than one (1) family single dwelling not to exceed one and one-half stories in height, except that any lot having a total ground area of one (1) acre or more may have one structure for each acre or portion thereof and providing that each is a single family dwelling structure.

3. These Restrictions and Covenants shall include the Articles of Incorporation and By-Laws of the Samak Country Estates Property Owners Assn. upon its organization when all the Lots above described are sold.

4. If the parties now claiming any interest in said residential lots hereinbefore described or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation or violations.

5. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgement or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 25 years from the date hereof subject to automatic extension as provided in paragraph 1 herof.

6. An easement on, over and through Samak Country Estates Subdivision for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water pipeline and electric distribution pole lines and circuits as may from time to time become necessary to serve water and electric installations located within the boundaries of the premises

7. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from ceptic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through and absorption field approved by the health authority.

8. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

The subscribers hereto, officers of SAMAK DEVELOPMENT CORPORATION, certify that the foregoing Declaration of Restrictive Covenants was duly authorized under a resolution duly adopted by the Board of Directors of Samak Development Corporation, at a lawful

meeting duly held and attended by a majority.

In witness whereof, SAMAK DEVELOPMENT CORPORATION, has caused its corporate name to be hereunto affixed by its duly authorized officers this 2nd day of July, 1959.

SAMAK DEVELOPMENT CORPORATION

Hugh Barker, Jr.
HUGH BARKER JR. SECRETARY

F. Grant Woodward
F. GRANT WOODWARD PRESIDENT

Subscribed and sworn to before me this 2nd day of July, 1959

(SEAL)

Mabel Folson
Notary Public residing in Salt Lake City, Utah

My Commission Expires 4/13/60

Recorded at the request of F. Grant Woodward, July 2, A.D. 1959 at 10:45 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 90563

PROOF OF LABOR

STATE OF UTAH)
 : ss
COUNTY OF Summit)

Vernon H. Clegg being first duly sworn deposes and says that he has caused work to be done on the Emma mining claim, situated in Park City Uintah mining district, Summit County, Utah, and caused labor to be performed and/or improvements made thereon as follows:

_____ days' work done on Emma Mining Claim consisting of Clearing away rocks and dirt and repairing entrance to tunnel. having a value of \$100.00.
_____ days' work done on _____ consisting of _____ having a value of \$ _____
_____ days' work done on _____ consisting of _____ having a value of \$ _____.

Said labor was performed and/or improvements made on or between June 13, 1959 and June 24, 1959 and 250 cubic feet of earth and/or _____ cubic feet of rock were removed therefrom.

Said work was done and/or improvements made at the instance or request of SILVER KING EXTENSION MINING COMPANY.

The actual amount paid for said improvements and labor was \$100.00 and was paid for by SILVER KING EXTENSION MINING COMPANY for the purpose of holding said claim.

That notices were posted, if any, as required by section 40-1-5, Utah Code Annotated 1953.

Vernon H. Clegg

Subscribed and sworn to before me this 24th day of June, 1959.

(SEAL)
My Commission Expires October 5, 1959

M. James
Notary Public
Residing at S.L. City, Utah

Recorded at the request of Bamberger Inv. Co., July 7, A.D. 1959 at 10:15 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 90565

P ROOF OF LABOR

STATE OF UTAH ()
 : ss.
COUNTY OF Summit ()

Frank Byer and John Byer being first duly sworn deposes and says that he has caused work to be done on the Cellar Group Claims No 1, No 2, No 3, No 4, mining claims situated in Park City mining district, Summit County, Utah, and caused labor to be performed and/or improvements made thereon as follows:

12 days' work done on Cellar Group No 1, No 2, No 3, No 4, consisting of open cut, drilling blasting in solid rock in shaft and drift. having a value of \$ _____.

- days' work done on - consisting of timbering of shaft. furnishing all material and blasting equipment.

- days' work done on - consisting of - having a value of \$ _____.

Said labor was performed and/or improvements made on or between March 1 and July 1, 1959, and 250 cubic feet of earth and/or - cubic feet of rock were removed therefrom.

Said work was done and/or improvements made at the instance or request of owners of Cellar Group Claims.

The actual amount paid for said improvements and labor was \$400.00 and was paid for by Gold Star Mine (Matilda Toly and Sons) for the purpose of holding said claims.