

of Lot Number twenty-five (25), and the South twenty-three (23) feet of Lot Number twenty-five (25), in Block Number seventy-three (73); according to the plat thereof on file in the office of the Recorder of Summit County, Utah; together with all the improvements and buildings located upon said land, said buildings are designated as Number's 157-145, Block 179, Sheet 12 Sanborn Map of Park City, Utah.

That the person appearing in the Deed as Mike Bayer Umlenovich and on the State of Utah Death Certificate attached hereto as Mike Umljenovic are one and the same person; that the person described in said Deed as Matilda Bayer Umlenovich and the affiant are one and the same person.

X her mark
Matilda Byer Umljenovich Toly
Matilda Byer Umljenovich Toly

Subscribed and sworn to before me this 24 day of June, 1957

(SEAL)

John E. Fritch
Notary Public
Residing at Park City, Utah

My commission expires:
Aug. 15 1959

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Recorded at the request of Andrew R. Hurley, August 5, A.D. 1957 at 9:05 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 86184

SUMMIT PARK BUILDING RESTRICTIONS

PLAT B

Reservations, Restrictions and Covenants as set forth in those certain Restrictions on Summit Park Subdivision, dated January 11, 1957, executed by Sam F. Soter, W. Louis Gardner and Wayne Christoffersen, as follows:

I. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structures shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height above front street and a private garage for not more than 3 automobiles. Each dwelling shall have a ground floor area as follows: If a one story structure, 1000 square feet or more; if a 1½ or 2 story structure, 700 square feet or more.

II. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee of Dan Weggeland, Sam F. Soter, W. Louis Gardner, David I. Gardner and Wayne Christoffersen, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the member of such committee or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after five (5) years. Thereafter, the approval described in this Covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

III. The following requirements, conditions and procedures are listed as follows: The owner shall be required to consult with the committee as to location of the dwelling, set-backs from street, side and rear property lines, recommended grades and allowable removal of trees. After the committee has advised the owner, the owner will have preliminary plans prepared which will be submitted to the committee for approval or necessary alteration to conform with the site and requirements. After preliminary studies have received written approval, the owner will proceed and have the final plans, specifications and plot plan completed which will be again submitted to the committee for final written approval. The location of the building on the plot shall be as designated by the committee and subject to topography and trees. Front yard set-back will be determined by the conditions of the site. Side yards to have a minimum of 12 feet each side, rear yard 25 feet unless site conditions justify a reduction at the discretion of the committee. The building is to conform with existing contours of the site with the minimum amount of regrading, and to be in conformity and harmony of external design with existing structures in the subdivision.

IV. The Committee is to have full control in designating which trees are to be cut to make the necessary space for the erection of the dwelling. The plan of the house is to make full use of areas that are open and free of trees. It is the responsibility of the owner to cut and haul all trees that have been so designated for removal, to a site that will be provided for the stockpiling of the larger timber which is to be used for construction purposes in Summit Park.

V. No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. This district is not intended to be divided for or used for a commercial area, therefore, livestock and fowls for this purpose will not be permitted.

in the area. (This paragraph is not intended to restrict the area so as to prohibit the raising of fine small birds or animals as pets or as a special hobby.) However, the housing for such pets must be so constructed that it will not be unsightly and the number of such birds and pets and the housing for them shall be approved by the committee.

VI. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part hereof, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VII. No structure shall be moved on to any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

VIII. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

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

X. Until such time as a sanitary sewer system shall have been constructed to serve Summit Park 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 septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the Health Authority.

XI. Easements are reserved over the rear 5 feet of each lot for utility installation and maintenance, and the courses of existing open irrigation water ditches will not be altered without written approval of the Subdivision Building Committee mentioned in Paragraph II above.

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

XIII. 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 15 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 person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XIV. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 15 years from date hereof subject to automatic extension as provided in Paragraph XII hereof.

Dan A. Weggeland
Dan Weggeland

Sam F. Soter
Sam F. Soter

W. Louis Gardner
W. Louis Gardner

David I. Gardner
David I. Gardner

Wayne Christoffersen
Wayne Christoffersen

* * * * *

Recorded at the request of David I. Gardner, August 13, A.D. 1957 at 4:01 P.M.

Wanda Y. Spriggs, County Recorder

Entry No. 88187

In the Matter of the Estate

Of

Bernard Evans, deceased.

In the District Court of Summit County, State of Utah,
Return of Sale of Land and the Water Stock.
Dated September 2, 1952 Filed September 3, 1952
In office of the County Clerk Summit County, Utah.
Case No. 1120

7. The real property and water rights so sold to the said Thomas L. Lefler and Demont Lett as aforesaid, is situated in Kamas, Town, Summit County, State of Utah, and is particularly described as follows, to-wit:

A tract of land commencing at a point which is 39 rods South and 3 rods East of the Northwest corner of the Northwest quarter of Section 21, Township 2 South, Range 6 East, Salt Lake Base and Meridian, and from said point running thence South 15 rods; thence East 15 rods; thence North 15 rods; thence West 15 rods to the point of beginning, containing 1 acre and 65 square rods, being Lot 2 of Block 3, of Kamas Town Survey, said county and state.

(Other land and water rights.)