

Entry No. 89114

DECLARATION OF RESTRICTIVE COVENANTS FOR

SAMAK ACRES, A SUBDIVISION IN SUMMIT COUNTY, STATE OF UTAH

WHEREAS, F. Grant Woodward and Marilyn P. Woodward is the fee holder of the following described real property, to wit:

Beginning at a point on the North line of a State Highway, said point being East 861.130 feet and North 237.779 feet from the Section Corner common to Sections 22, 23, 26 and 27, Township 2 South, Range 6 East, Salt Lake Base and Meridian, and running thence N 15° 36' E 237.56 feet; thence N 24° 21' E 211.07 feet; thence N 46° 57' W 60.45 feet; thence N 85° 41' 50" W 144.28 feet; thence N 47° 40' W 449.69 feet; thence N 24° 30' E 520.17 feet; thence S 89° 45' E 931.60 feet; thence S 89° 34' E 572.88 feet; thence S 30° W 434.06 feet; thence S 14° W 315.0 feet; thence S 7° E 591.70 feet to the North line of said State Highway; thence S 83° 20' W 383.90 feet along said North line of said State Highway; thence N 85° 02' 30" W 400.51 feet along said North line of said State Highway; thence N 83° 49' W 351.21 feet along said North line of said State Highway to the point of beginning.

AND WHEREAS, said F. Grant Woodward and Marilyn P. Woodward, intends to subdivide and plat said property into a subdivision of Sixty-Nine (69) Lots, which subdivision is to be known as SAMAK ACRES.

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

1. 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 family single dwelling not to exceed one and one-half stories in height.
2. 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.
3. 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 person or 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.
4. 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 2 hereof.
5. 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.
6. An easement on, over and through Samak Acres Subdivision for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such electric distribution pole lines and circuits as may from time to time become necessary to serve 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 septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the Health authority.
8. No signs, billboards or advertising structures may be erected or so 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.
9. 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, certify that the foregoing Declaration of Restrictive Covenants was duly executed this 9th day of June, 1958.

F. Grant Woodward
F. Grant Woodward

Marilyn P. Woodward
Marilyn P. Woodward

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 9th day of June, 1958, personally appeared before me F. Grant Woodward and

Marilyn P. Woodward, who duly acknowledged to me that they executed the same.

(SEAL)
Commission expires (Mar. 18, 1959)

Mary Lou Bruun
Notary Public
residing at Salt Lake City, Utah

Recorded at the request of F. Grant Woodward, June 9, A.D. 1958 at 4:05 PM

Wanda Y. Spriggs, County Recorder

Entry No. 89121

WATER DEED

Sam F. Soter, and Eva S. Soter, his wife; W. Louis Gardner, and Norma F. Gardner, his wife; Wayne Christoffersen, and Jean Christoffersen, his wife, Grantors, of Salt Lake County, State of Utah, hereby convey to Summit Park Mutual Water Corporation, a Corporation, Grantee, in consideration of Ten Dollars (\$10.00), all of our right, title and interest in and to five-tenths (.50) second foot of water evidenced by award number 460, of the "Weber River Decree" confirmed by the District Court of the Second Judicial District of the State of Utah, in and for Weber County, in an action entitled Plain City Irrigation Company, plaintiff, vs. Hooper Irrigation Company, et al, defendants, case number 7487, and being the right conveyed to the Grantors under instrument dated the 9th day of January, 1957, by Thomas E. Jeremy, as Trustee under the Ethan J. Jeremy trust, and instrument dated the 11th day of January, 1957, by Grace J. Cassaday, also known as Grace Jeremy Cassaday.

IN WITNESS WHEREOF, the grantors have hereunto set our hands this 24th day of May, 1958.

Sam F. Soter
Sam F. Soter

Eva S. Soter
Eva S. Soter, his wife

W. Louis Gardner
W. Louis Gardner

Norma F. Gardner
Norma F. Gardner, his wife

Wayne Christoffersen
Wayne Christoffersen

Jean Christoffersen
Jean Christoffersen, his wife

STATE OF UTAH)
 : ss
County of Salt Lake)

On the 24th day of May, 1958, personally appeared before me Sam F. Soter, and Eva S. Soter, his wife; W. Louis Gardner and Norma F. Gardner, his wife; Wayne Christoffersen, and Jean Christoffersen, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(SEAL)
My Commission Expires:
June 20, 1960

Joseph Novak
Notary Public
Residing at: Salt Lake City, Utah

Recorded at the request of Christensen, Nevak & Paulson, June 11, A D. 1958 at 10:00 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 89134

In the Matter of the Estate of)

ALBERT EMMETT SMITH, Deceased.)

WAIVER OF LIEN

Myrtle R. Smith, having submitted to the undersigned a request for a waiver of lien for inheritance taxes, and having supported the same by her affidavit, the undersigned in reliance upon the facts contained in said affidavit, does hereby waive any and all claims to a lien for inheritance taxes due to the state of Utah from the estate of the above-named decedent upon the following described real property situated in Summit County, State of Utah, to-wit:

Beg 734.6 ft N of W 1/4 Sec. Cor Sec 17, T3S, R7E, SLM; th S 47°24'
E 505.9 ft; th N 40° ft; N 61°43' W 168.3 ft; N 61°00' W 236 ft;
S 361.7 ft, to beg cont 3.6 acres.

Also beg at NW cor SW 1/4 of NW 1/4 Sec 17, T3S, R7E, SLM; th S 82.3
ft, SE'ly on curve L 364.6 ft; th S 62°29' E 92.7 ft; N 328.43 ft;
W 372.4 ft to beg. Cont 1.71 acres. Also r of w.

Dated this 11th day of June, 1958