

me duly sworn did say that he is the Vice President of MOUNTAIN FUEL SUPPLY COMPANY, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said J. T. Simon acknowledged to me that said corporation executed the same.

(NOTARY SEAL)

Richard M. Ball

Notary Public

My Commission Expires:
RICHARD M. BALL
Notary Public
Residing at Salt Lake City, Utah
My Commission Expires
December 29, 1961

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Recorded at the request of Mountain Fuel Supply Company, March 29, A.D. 1961 at 10:28 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 93079

10924

Certified Copy

BISHOP'S CERTIFICATE

TO WHOM IT MAY CONCERN:

We, the undersigned Presidency of The Church of Jesus Christ of Latter-Day Saints hereby Certify that on the 1st day of February 1961 LYLE PETERSON was ordained and set apart as BISHOP by
Elder Alma Sonne
Ass't to the Quorum of the Twelve Apostles
to preside over the Marion Ward South Summit Stake
in the County of Summit and State of Utah
in conformity with the Rites, Regulations and Discipline of
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

In Testimony whereof, we hereunto subscribe our names at Salt Lake City, Utah
this 21st day of February A.D. 1961

David O. McKay

J. Reuben Clark Jr.

Henry D. Moyle

Presidency of the Church of Jesus Christ of Latter-Day Saints

This is to Certify that the above and foregoing is a full, true and correct copy of the Original Certificate issued by the Presidency of The Church of Jesus Christ of Latter-Day Saints to Lyle Peterson as Bishop of the Marion Ward, Stake of South Summit in the County of Summit State of Utah

WITNESS my hand this 21st day of February A.D., 1961

Joseph Anderson

Secretary to the Presidency

The Church of Jesus Christ of Latter-Day Saints

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Recorded at the request of President Bishopric's Office, March 31, A.D. 1961 at 8:46 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 93083

DECLARATION OF RESTRICTIVE COVENANTS FOR

SAMAK HILLS ADDITION, A SUBDIVISION IN SUMMIT COUNTY, UTAH

WHEREAS, SORENSON INVESTMENT INCORPORATED a Utah Corporation is the fee holder of the following described real property in Summit County, Utah, to wit:

BEGINNING at the East Quarter corner of Section 25, Township 2 South, Range 6 East, Salt Lake Base and Meridian, and running thence North 89°53' West 1168.54 feet to a point on a curve of which is North 34° 19' 45" West 1005.37 feet, thence Northeasterly along the arc of said curve 381.48 feet, thence North 33°55'50" East 365.0 feet to a point of a 1687.28 foot radius curve to the left, thence Northeasterly along the arc of said curve 723.45 feet, thence North 9°21'50" East 875.80 feet to a point of a 1587.28 foot radius curve to the right, thence Northeasterly along the arc of said curve 571.42 feet, thence East 98.89 feet to the Northeast corner of said Northeast corner of Section 25, thence North 14°12' East 103.38 feet to a point on a curve to the right of center of which is South 54°27'15" East 1537.28 feet, thence Northeasterly along the arc of said curve 248.22 feet, thence North 44°47'50" East 234.62 feet, thence South 52°09'30" East 744.24 feet, thence West 278.22 feet, thence South 664.62 feet, thence South 89°12' West 659.91 feet, thence South 1966.89 feet to the point of beginning.

AND WHEREAS, said Sorenson Investment Corporation, intends to subdivide and plat said aforescribed real property into a subdivision of One Hundred and One (101) lots, which subdivision is to be known as SAMAK HILLS ADDITION.

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 ten years, unless by a vote of the majority of the then owners of said residential lots, it is agreed to change 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 unit and not to exceed two stories in height, except that lots that have an area of 3/4 acre or more may build one single family dwelling on each 3/4 acre or portion thereof and providing said single family units are located not closer than 100 feet apart.

3. These Restrictions and Covenants shall include the Articles of Incorporation and By-Laws of Samak Incorporated, a non-profit Utah Corporation.

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 attempt to violate or violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other persons or person owning any other residential lot or lots in said subdivision to prosecute any proceedings at law or in equity against the persons, firms or corporation so violating or attempting to violate any such covenant or covenants and/or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation or violations.

5. Invalidity 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 extensions as provided in paragraph 1 hereof.

6. An easement on, over and through Samak Hills Addition 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 subdivision.

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 trash, ashes or any other refuse may be thrown or dumped on any residential lot herein described or any portion thereof.

The subscribers hereto, officers of SORENSON INVESTMENT INCORPORATION certify that the foregoing Declaration of Restrictive Covenants was duly authorized under a resolution adopted by the Board of Directors of SORENSON INVESTMENT INCORPORATION at a lawful meeting held and attended by a majority.

IN WITNESS WHEREOF, SORENSON INVESTMENT INCORPORATED has caused its Corporate name to be hereunto affixed by its duly authorized officers this 30th day of March, 1961.

SORENSON INVESTMENT INCORPORATED

Beverley T. Sorenson
BEVERLY T. SORENSON Sec.

James L. Sorenson
JAMES L. SORENSON PRESIDENT

Subscribed and sworn to before me this 30th day of March, 1961.

(NOTARY SEAL)

Gerald R. Shough
NOTARY PUBLIC, residing in Salt Lake
County, Utah

My Commission Expires:
June 26, 1961

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Recorded at the request of F. Grant Woodward, April 3, A.D. 1961 at 10:36 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 93093

NOTICE OF AGREEMENT FOR SALE OF REAL ESTATE

TO WHOM IT MAY CONCERN:

FLORA LANEY THORNTON, of Los Angeles, California, hereby gives notice that ALLAN J. LEWIS, of Phoenix, Arizona, as Seller, and FLORA LANEY THORNTON, as Buyer, heretofore made and entered into an Agreement for Sale of Real Estate, in writing, dated February 22, 1961, for the sale by the Seller to the Buyer of the real estate, water and water rights herein-after described for the purchase price therein stated, payable part thereof upon the date and execution of said Agreement and the balance payable in ten (10) annual installments on the first day of April, 1962, and on the first day of April each and every year thereafter to and including the first day of April 1971. Said Agreement is in full force and effect.

Said Agreement for Sale of Real Estate relates to and covers and includes an undivided One-Half (1/2) Interest in and to the following described real estate and all water and water rights appurtenant thereto, the same being situate in Summit County, Utah, and particularly described as follows:

TRACT 1

The South Half of the Southwest Quarter of Section 34, Township 1 North, Range 4 East, S.L.M.; Lots 3, 4, 5 and 6 of Section 3, Township 1 South, Range 4 East, S.L.M.