agrae not to see the om. The graer in this bold for bear without litest having the wiftlen consent of the Seller.

The Buyer and Seller each agree that should they default in any of the covenants and agreements contain—
The Buyer and Seller each agree that should they default in any of the covenants and agreements contain—
The Buyer and Seller each agree that may arise from enforcing this agreement, either by suit or other

ed herein to pay all costs and expenses that may arise from enforcing this agreement, either by suit or other-wise, including a reasonable attorney's fee. wise, including a reasonable attorney's fee.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year

Signed in the presence of ~

SUGARHOUSE INVESTMENT COMPANY Geo. A. Dixon The Seller Carl A. Nelson The Buyer

Recorded at the request of Carl A. Nelson, August 28, 1930, at 2:18 P. M., in Book #231 of Liens and Leases, pages 260-61. Recording fee paid #3.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: D-42, 94, 9-10.)

# #865162

## CERTIFICATE OF USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:-

That whereas, the undersigned, Capson-Bowman Inc., a corporation of the State of Utah, is the owner of a certain parcel of real property, situate in Salt Lake County, State of Utah, and described as follows, to-wit:

Beginning at a point on the East line of Highland Drive, Street, North 720.4 Feet and West 970.14 Feet and
N. 89° 40° West, 1609.38 Feet from the Center of Section 28, TIS-RIE, S. L. B. & Ni, Thence S. 15° 21° East.,
488.44 Feet, thence S. 89° 40° East, 670.66 Feet, thence North 470.45 Feet, thence N. 89° 40° West 800.0 Feet to
point of beginning."

And whereas said Capson-Bowman Inc., has subdivided said land into building lots in a subdivision designated as Mountair Acres and is filing and recording the plat thereof as required by law, and

Whereas it is desired in connection with the platting and subdivision of said land and as part of a general building plan for the benefit and protection of the owners of the respective percels within said area to provide for certain use restrictions, which shall govern and control the use and enjoyment of the lots within such sub-

division,

Now therefore, the undersigned, Capson-Bowman Inc., does hereby certify and declare that each and all of the lots within such subdivision, shall, upon conveyance thereof by the undersigned, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns subject to the following restrictions:

(a) All lots in the tract shall be known and described as residential lots, except those which are specifically excepted in Paragraph "b" below, and no structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a one or two

car garage.

(b) Lots 1 and 2 are restricted to commercial use for retail merchandising, and no business shall be conducted thereon until it has been approved in writing by the subdivider, so long as such subdivider shall hold title to any of the lots within such subdivision, and thereafter no such approval will be required, provided the business is not of an illegal nature nor in violation of Paragraph "e" hereof.

(c) No building shall be erected on any residential building plot nearer than 22 feet to nor farther than 35 feet

from the front lot line, nor nearer than 8 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 12 feet to the side street line.

(d) No residential lot shall be resubdivided into percels having less than 4500 square feet of area.

or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 4500 square feet or a frontage of less than 50 feet.

(e) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done there-

on which may be or become an annoyance or nuisance to the neighborhood. (f) No estate in or possession of the said premises shall be sold, transferred, granted or conveyed to or occupied by a person not of the Caucasian race, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(g) No trailer, basement, tend, shack, garage, bern, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

character be permitted.

(h) No structure shall be moved onto any lot unless it meets with the approval of the subdivider and/oran architect, to be appointed by the subdivider, as long as the subdivider, continues to hold title to any lots within such subdivision, and thereafter it shall conform to and be in harmony with existing structures in the tract.

(i) No building shall be erected on any lot until the design, type and location thereof have been approved in writing by the subdivider, and/or an erchitect to be appointed by the subdivider, so long as the subdivider shall continue to own any lots within such subdivision. Provided, however, that if such approval be not given or withheld within a period of thirty days, or the subdivider shall own no further lots within such subdivision, then no dwelling costing less than \$2750.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 550 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one-story structure. provided however, that the design and location on the lot conform to and are in harmony with existing structures in the tract.

(1) A perpetual essenant is reserved over the rear five feet of each lot for utility installation and

maintenance

. (k) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1963, at which time said covenants and restrictions shall terminate.

(1) If any owner or occupant of any percel of land within said subdivision shall violate or attempt to violate any of the covenants or restrictions herein before Januaryl, 1963, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covena or restriction and either to prevent him or them from so doing or to recover demages for such violation.

-3-

(m) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

In Witness Whereof, said Capson-Bowman Inc., has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 11th day of September, 1939.

CAPSON-BOWMAN INC., CORPORATE SEAL SELL TTAH

CAPSON-BOWMAN INC .. BY Leo L. Capson Its President N. J. Bowman Its Secretary

Attest: State of Utah ) ) ss

County of Salt Lake ) ss

On this 11th day of September, A. D. 1939, personally appeared before me Leo L. Capson and N. J. Bowman who being by me duly severally sworn did say that they are the President and Secretary respectively of Capson-Bowman Inc., that the above instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Leo L. Capson and N. J. Bowman duly acknowledged to me that said corporation

My Commission expires August 20, 1943.

ROBERT E. STEINMAN NOTARY PUBLIC FAL COMMISSION EXPIRES AUG. 20, 1943 STATE OF UTAH

R E Steinman Notary Public, Residing at Salt Lake City, Utah.

Recorded at the request of Capson-Bowman, Inc., September 12, 1939, at 10:52 A. M., in Book #231 of Liens and Leases, pages 261-262. Recording fee paid \$3.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah; by F. E. Samway, Deputy. (Reference: S-34, 108, 1-2.)

#865864

M

State Board of Health File No. 303

STATE OF UTAH CERTIFICATE OF DEATH

1. PLACE OF DEATH County Salt Lake Precinct or Town or City Murray

(If death occurred in a hospital or institution give its NAME instead of street and number)

FULL NAME

Andrew Jackson Gibson

Residence: No. 4737 Cherry Street St., Murray, Utah

(a) Length of residence in (Usual place of abode)

city or town where death

occurred

(b) How long in U. S. if of

foreign birth? Years 'Months'

PERSONAL AND STATISTICAL MARTICULARS:

MEDICAL CEPTIFICATE OF DEATH

2. FULL NAME

(b) How long in U. S. if of foreign birth? Years ' Months ' Days'

MEDICAL CERTIFICATE OF DEATH

PERSONAL AND STATISTICAL PARTICULARS : 5 COLOR OR \* SINGLE, MARRIED, WIDOWED, or : RACE DIVORCED (Write the word) : white widowed If married, Widowed, or Divorced HUSBAND OF Grace Gibson (or WIFE OF... DATE OF BIRTH (month, day and year) March 27th, 1877 8 AGE Years' Months 'Days 'If LESS than 1 day,...
60 ' 10 ' 17 ' hrs. or ... min.? 9 (a) Trade, profession, or particular kind of work done, as engineer (type of) miner, bookkeeper :
etc. Day Laborer (b) Industry or business in which work was done as railway, mine (kind of), bank, etc.....
(c) Date deceased last worked at this occupation

(month and years)...
(d) Total time (years) spent in this occupation
BIRTHPLACE (City or Town) Sugar House

(State or Country) Salt Lake Co., Utah T PARENTS

NAME OF FATHER Jacob Gibson (State or Country) Pennsylvania
MAIDEN NAME OF MOTHER Margaret Robinson BIRTHPLACE OF MOTHER (State or Country) Scotland
INFORMANT (Signature) Vernal A. Gibson INFORMANT (Signature) Vernal A. Gibson
Address 4757 Cherry St., Murray, Utah
BURIAL, CREMATION, OR REMOVAL
Place Murray City Date Feb. 18th 1938
UNDERTAKER Geo. A. Jenkins
Address Murray, Utah
FILED Feb. 18, 1938 Mildred Nelson, M.D. Registrar REGISTERED NUMBER 17

19 DATE OF DEATH (month, day, and year) Feb. 14th 1938

20 I HERBRY CERTIFY, That I attended deceased from

-- 19.., to --- 19..: I last saw h- alive on -
19., death occurred on the date stated above
at 9:40 p.m The principal cause of death and related causes of importance were as follows: DURATION

'Yrs - 'Nos . 'Ds . ' Found dead; gunshot wound through chest. Bullet entrance over heart, emergence under left shoulder blade.

Other contributory causes of importance:

If operation, date of .... Condition for which performed.... .... Was there an autopsy? no

If death was due to external causes (violence) fill in also the following: Accident, suicide, or homicide? suicide Date of injury 2/14/38

Where did injury occur? Salt Lake County (Spacify city or town, county and State)
Specify whether injury occurred in industry, in home, or in publice place:

Manner of injury shot self with .22 rifle
Nature of injury see above
Was disease or injury in way related to occupation
of deceased? no If so, specify..
(Signed) Robert J. Alexander, M. D.
Feb. 17 1938 Address Address County physician

State of Utah, County of Salt Lake.