

KNOW all men by these presents: THAT whereas Capson-Bowman, Inc., under date of September 11, 1939, executed a certain certificate setting forth the use restrictions to govern and control the use and enjoyment of all of the lots located within MOUNTAIN ACRES, according to the official plat thereof which said certificate was recorded in the office of the County Recorder of Salt Lake County, Utah, on the 12th day of September, 1939, as entry No. 865162 and is hereby referred to for greater certainty and

WHEREAS said Capson-Bowman, Inc., is now the owner of all the land within said MOUNTAIN ACRES and desires to modify and amend the said restrictions heretofore placed of record.

NOW therefore, Capson-Bowman, Inc., does hereby certify and declare said restrictions heretofore recorded be and the same are hereby terminated, vacated, and annulled in their entirety and does hereby certify and declare that each and all of the lots within said subdivision shall upon conveyance thereof by the undersigned be 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 lots 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 "a" 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 parcels having less than 6000 square feet of area, except Lot 33, which shall contain not less than 5000 square feet, 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 6000 square feet, except Lot 33, which shall contain not less than 5000 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 thereon which may be or become an annoyance or nuisance to the neighborhood.

f. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

g. No trailer, basement, tent, shack, garage, barn, 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.

h. No building shall be erected, altered, placed or permitted to remain on any building lot in this subdivision until the external design and location thereof shall have been approved in writing by the neighborhood committee. The committee shall consist of three persons, each of whom shall be a title holder of record of at least one lot in said subdivision. Said committee members shall be elected at an election to be held annually on the first Monday in February of each year; notice of said election shall be given by posting notice in three conspicuous places in said subdivision at least 10 days prior to election day, stating the time and place at which the voting is to take place. Each owner of land in said subdivision shall be entitled to one vote for each lot of which he holds title and shall cast his vote for three candidates for committee membership; the three candidates having the most votes cast in their favor shall be elected and shall take office immediately upon expiration of the term of the old committee members. Each duly elected member of the committee shall serve from March 1 to March 1 of the succeeding year and until his successor is elected. In the event a vacancy occurs in the committee, it shall be filled for the unexpired portion of the term by the appointment of a member by the vote of the other members of the committee. In the event the committee fails or neglects to approve or disapprove such design or location within 30 days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration, or placement of a structure for 30 days shall be construed as prima-facie evidence of committee approval provided, however, that no dwelling costing less than \$3500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 750 square feet in the case of one-story structure nor less than 650 square feet in the case of a one-and-one-half or two-story structure, provided, however, that the design and location on the lot conform to and are in harmony with existing structures in the tract.

i. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

j. 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.

k. If any owner or occupant of any parcel of land within said subdivision shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 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 covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

l. Invalidity 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 effect.

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 28th day of September, 1939.

N. J. Bowman Secretary

CAPSON-BOWMAN, INC. CORPORATE SEAL UTAH

CAPSON-BOWMAN, INC. BY Leo L. Capson President

STATE OF UTAH) COUNTY OF SALT LAKE) ss.

ON the 28th day of September, A. D. 1939, personally appeared before me Leo L. Capson and N. J. Bowman who being by me duly sworn did say each for himself, that he, the said Leo L. Capson is the president, and he, the said N. J. Bowman is the secretary of Capson-Bowman, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Leo L. Capson and N. J. Bowman each duly acknowledged to me that said corporation executed the same and that the seal

See 865162 in Plat # 231 App 26-1-2.

affixed is the seal of said corporation.

My commission expires:
August 20, 1943

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

Robert E Steinman
Notary Public Residing at
Salt Lake City, Utah

Recorded at the request of Capson Bowman Inc., September 28, 1939, at 3:00 P.M., in Book #239 of Liens and Leases, pages 171-172. Recording fee paid \$3.10. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: S-34, 108, 3.)

#866347 0

STATE OF UTAH
CERTIFICATE OF DEATH

State Board of Health File No. 500

- 1. PLACE OF DEATH
County Salt Lake Precinct or Town or City Salt Lake No. L. D. S. Hospital St. ...Ward
(If death occurred in a hospital or institution, give its NAME instead of street and number)
 - 2. FULL NAME Anna Fredrickson Olson
 - 3. Residence: No. 860 - North Redwood Road St.,
(Usual place of abode) (If non-resident give city or town and State)
- (a) Length of residence in city or town where death occurred : Years: Months: Days: (b) How long in U. S., if of foreign birth? : Years: Months: Days: : 15 : : : : 15 : : :

PERSONAL AND STATISTICAL PARTICULARS

MEDICAL CERTIFICATE OF DEATH

4 SEX : 5 COLOR OR : 6 SINGLE, MARRIED, WIDOWED, or DIVORCED (Write the word) : Female : White : Married :	19 DATE OF DEATH (month, day, and year) March 22, 1936
6a If Married, Widowed, or Divorced HUSBAND OF (or) WIFE OF Frank L. Olson	20 I HEREBY CERTIFY, That I attended deceased from Feb. 25, 1936, to March 22, 1936; I last saw her alive on March 21, 1936 death occurred on the date stated above, at 8:00 Am.
7 DATE OF BIRTH (month, day and year) April 9, 1898	The principal cause of death and related causes of importance were as follows: Broncho pneumonia Sinusitis, fr. ac (Staphylococcus) Other contributory causes of importance: Brain Abscess
8 AGE Years : Months: Days : If LESS than 1 day, ..hrs. 37 : 11 : 13 : or ... min.?	Duration : Yrs.:Mos.:Ds. : : : 5 : 1 : 1 :
9. OCCUPATION OF DECEASED (a) Trade, profession, or particular kind of work done, as engineer (type of), miner, bookkeeper, etc. At Home (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 year) .. (d) Total time (years) spent in this occupation..	Condition for which performed Brain Abscess Was there an autopsy? yes
10 BIRTHPLACE (City or Town) (State or Country) Sweden	If death was due to external causes (violence) fill in also the following: Accident, suicide, or homicide?... Date of injury...., 19 ..
11 NAME OF FATHER Carl F. Fredrickson	Where did injury occur?%. (Specify city or town, county and State)
12 BIRTHPLACE OF FATHER (State or Country) Sweden	Specify whether injury occurred in industry, in home, or in public place:
13 MAIDEN NAME OF MOTHER Christiana-Unknown	Manner of injury Nature of injury (.....
14 BIRTHPLACE OF MOTHER (State or Country) Sweden	
15 INFORMANT (Signature) Frank L. Olson Address 860 North Redwood Rd.	Was disease or injury in way related to occupation of deceased? no
16 BURIAL XXXXXXXXXXXXXXXXXXXX Salt Lake City Place City Cemetery Date March 24, 1936	If so, specify
17 UNDERTAKER Larkin Mortuary Co. Address Salt Lake City, Utah	(Signed) A. J. Ridges M. D.
18 FILED Mar 23, 1936 T. J. Howells M.D. Registrar.	Mar.23 1936
REGISTERED NUMBER 487	Salt Lake City, Utah

See Affidavit # 905118 in Plat 272 pp 277

State of Utah,) ss.
County of Salt Lake. }

I, J. L. Jones, M. D., State Health Commissioner and State Registrar of Vital Statistics, do hereby certify that the within and foregoing record of death is a true and correct copy of the original certificate of death of ANNA FREDRICKSON OLSON now on file in the office of the Utah State Board of Health at Salt Lake City, Utah, and made of record in said office.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of the Utah State Board of Health this 27th day of SEPTEMBER A. D. 1939.

E.T. UTAH STATE BOARD OF HEALTH SEAL J. L. Jones
State Health Commissioner and
State Registrar of Vital Statistics.

Note on margin: All of lots 1, 2, 3 and 4, Block 2, Valley View Place, a subdivision of part of Lot 1, Block 45, Ten Acre Plat "A", Bif Field Survey.