

RESERVATIONS AND RESTRICTIVE COVENANTS OF TRACT KNOWN AS PANORAMA SUBDIVISION NO.2

WARD C. HOLBROOK and MABEL F. HOLBROOK, his wife, of Bountiful, Utah, hereinafter called Developer, hereby declare that the restrictions and covenants hereinafter set forth are to run with the land and shall be binding upon the Developer and any successor in interest or subsequent owner until January 1, 1990 in all or any part of this Subdivision in Centerville, Davis County, Utah, known as PANORAMA SUBDIVISION NO. 2.

(A) Each lot in the tract is declared to be a residential lot. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed three stories in height of approved type and a private garage for not more than three cars; all buildings to be constructed in accordance with the prevailing municipal building code.

(B) The living area of the structure, exclusive of one-story open porches and garages shall not be less than 1,400 square feet. All dwellings shall be constructed of new material and no buildings may be constructed on any lot until owner of such dwelling or other structure has the written approval from the subdivision sponsors and the approval of the governmental authority in the jurisdiction. The Developer, purchaser, owner or builder shall make application for a permit to build as required by City Ordinance and shall provide a plan and specifications of the proposed structure and a plot plan showing how the dwelling or other structure will fit on the site and the modifications of terrain that will be made on the lot to accommodate to the proposed structure. In the event the governmental authority in the jurisdiction shall require modification of either the structural plan or site plan, such requirements shall be complied with as a condition of the issuing of a building permit. Each lot purchaser and builder shall comply with the Hillside Ordinance of Centerville City.

(C) No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently nor shall any pre-fabricated house be used as a residence or moved into the subdivision.

(D) The purchaser shall smooth and plant all areas where scarring or the destruction of native vegetation has occurred in the construction process and shall landscape to community standards.

(E) No noxious or offensive trade or activity 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) Sewerage disposal shall be provided in accordance with the rules and regulations of Centerville City or local sewer district.

(G) An easement of 10 feet is reserved over the rear and along one side of each lot in said subdivision for culinary pipe lines, sewer, irrigation and drainage ditches or lines and for utility installation and maintenance.

(H) The purchaser of any lot shall be required to construct a home on such lot ready for occupancy within two years from the date of the conveyance, or if in default thereof the Developer is hereby granted the right upon demand, within 90 days after the expiration of the two years, to repurchase the lot at 90% of the original sales price.

(I) If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other persons or person owning any real property situated 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 covenants and either to prevent him or them from so doing or to recover damages or other dues from such violations.

(J) 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 effect.

DATED this 21st day of May, 1973.

Ward C. Holbrook  
Ward C. Holbrook

Mabel F. Holbrook  
Mabel F. Holbrook

STATE OF UTAH) ss  
COUNTY OF DAVIS)

On the 21st day of May, 1973, personally appeared before me WARD C. HOLBROOK and MABEL F. HOLBROOK, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public  
Residing at Bountiful, Utah

My Commission Expires:

Aug 8 1974

Recorded at request of Ward C. Holbrook  
Date JUN 18 1973  
BY Bruce J. Anderson  
County Book 517  
Page 940  
For Fee \$ 2.00  
Bourne Recorder Davis County

Abstracted   
Indexed   
Entered   
On Margin   
Compared