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CAROL DEAN PAGE, DAVIS CNTY RECORDER
REC APR 13 1993 PM FEE 17.00 DEP REC
REC'D FOR CENTERVILLE CITY

PROTECTIVE COVENANTS

FOR LOTS 43 THRU 54, INCLUSIVE, MAIN STREET ISLAND VIEW SUBDIVISION
PLAT D OF CENTERVILLE CITY, DAVIS COUNTY, UTAH.

These Protective Covenants, made and entered into this 20th day of February, 1993,
by owners of all the within described property, ISLAND VIEW HOMES, A Partnership,
Centerville, Utah.

WHEREAS, said area comprises an exclusive residential area in the City of Centerville,
Davis County, Utah.

AND WHEREAS, it is the desire of the owners to place Restrictive and Protective
Covenants upon said land and parcel of ground for the benefit and protective of the owners
or future owners thereof.

NOW, THEREFORE, it is stated that the premises to which these restrictive and
protective covenants attach is that tract described as follows:

LOTS 43 THRU 54, INCLUSIVE, MAIN STREET ISLAND VIEW
SUBDIVISION PLAT D, a subdivision of part of Section 18, Township 2 North,
Range 1 East, Salt Lake Meridian, in the City of Centerville, Davis County, Utah,
according to the official plat thereof.

1. No lot shall be used except for residential purposes. No building shall be erected,
altered, placed, or permitted to remain on any lot other than one detached single
family dwelling not to exceed two stories in height. Each property must have a
double garage for not more than three vehicles; all to be of new materials, carports
are not permitted.
2. No building shall be erected, placed or altered on any lot until the construction
plans and specifications and a plan showing the location of the structure have been
approved by the Architectural Control Committee as to quality of workmanship and
materials, harmony of external design with existing structures and as to location with
respect to topography and finish grade elevation. No fence or wall shall be erected,
placed or altered on any lot nearer to any street than the minimum building setback
line.
3. No dwelling shall be permitted on any lot at a cost of less than \$90,000.00, excluding
cost of lot, based upon cost levels prevailing on the date these covenants are
recorded, it being the intention and purpose of the covenants to assure that all
dwellings shall be of a quality of workmanship and materials substantially the same

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or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 of exterior finished wall must be brick veneer construction unless otherwise approved by the Architectural Control Committee.

4. Front, Side and Rear yards and/or set backs will be as required by City ordinances; however, no structure is to vary by more than 5 feet from said ordinance.
5. No Solar homes will be permitted. Green houses in back of house would not be objectionable as long as they are not the primary source of heating the home. No solar panels of any kind or description are permitted.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed area built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets, or front and side lots unless they are in running condition, properly licensed and are being regularly used.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time, as a residence either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. No home is to be built for the sole purpose of being a rental property. Rentals permitted on temporary basis only, and only to defray mortgage costs while property is listed for sale.

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11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control. No kennels or dog runs are permitted.
12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Each lot and its abutting street are kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.
13. No hedge or shrub planting which obstructs sight lines at elevations between 2'-6" and 7'-0" feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 40 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. A Subsurface drain is provided to drain subsurface water. It is strictly prohibited to drain any surface water into this drain. If owners elect to use this subsurface drain and build below road level, it is by their design only and they agree that the developer, builder, and/or Centerville City will in no way be liable for any present or future underground water problems. Each owner who hooks onto said subdrain agrees to abide by Centerville City Drainage Ordinances. Every Home Owner will belong to the non profit corporation, Main Street Island Home Owners Associations, specifically incorporated to maintain the subsurface drainage system.

Assessment of Annual Maintenance Fee. The Homeowners Association shall be responsible for the exclusive management, control and maintenance of the subsurface drainage system serving the Subdivision. An annual fee shall be assessed on all property located within the Subdivision in an amount sufficient to cover on-site and off-site maintenance of the sub-drain system and related parts thereof serving the Subdivision.

Each lot owner, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other (and with any Homeowners Association involved) to pay all assessments made for the purpose of providing maintenance of the subsurface drain system serving the Subdivision.

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All sums assessed a lot owner within the Subdivision pursuant to the provisions hereof, together with the interest thereon as provided in these protective covenants, shall be secured by a lien on such lot in favor of the Homeowners Association. To evidence a lien for sums assessed pursuant to this Section, the Homeowners Association may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the lot owner and description of the lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Homeowners Association and may be recorded in the office of the Davis County Recorder, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. (Other assessments may be made to cover the common expenses of the lot owners in a project.)

Subsurface drainage system assessments shall be assessed for those portions of the subsurface drainage system serving the subdivision which are located in public streets or dedicated public rights-of-way. Each lot owner shall be solely responsible for maintenance of the subsurface drainage facilities on or beneath said lot owner's lot.

15. The Architectural Control Committee is composed of Ronald R. Trump, Nancy L. Trump, 577 East 850 South, Centerville, Utah, and Douglas F. Trump, Debbie T. Trump, 90 West 1500 North, Centerville, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
16. The committee's approval or disapproval as required in these covenants shall be in writing. IN the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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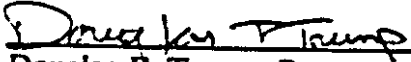
19. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In WITNESS WHEREOF the said parties to the is agreement have hereunto signed their names this 20th day of February, 1993.

ISLAND VIEW HOMES, A Partnership



Ronald R. Trump, Partner



Douglas F. Trump, Partner

STATE OF UTAH

COUNTY OF DAVIS

On this 20th day of February, A.D. 1993, personally appeared before me Ronald R. Trump and Douglas F. Trump, Partners of ISLAND VIEW HOMES, A PARTNERSHIP the signers of the foregoing instrument and subscribed and acknowledged before me that they executed the same.



NOTARY PUBLIC
Residing at: Layton, Utah

Commission Expires: 10-5-94

