

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR MEADOW VIEW HEIGHTS, UNIT F  
In Sections 5 and 6, T38S, R7W, SLB&M  
KANE COUNTY, STATE OF UTAH

ENTRY NO. 117562 RECORDED AT REQUEST OF: Ed Robbins FEES 108.00  
DATE Mar 3, 2004 AT 10:10 AM BY: KANE COUNTY RECORDER  
BY OFFICE: CJB BOOK 0255 PAGE 563-566

This Amended and Restated Declaration of Restrictions is made by Meadow View Heights Owners Association (hereinafter "Declarant") for and on behalf of the Lot Owners of Meadow View Heights, Unit F, who, pursuant to vote duly taken as set forth at the end of this Declaration, voted to amend the existing Declaration of Restrictions for Meadow View Heights, Unit F, by adding a new paragraph twelve and renumbering paragraphs twelve and thirteen as paragraphs thirteen and fourteen. The Declaration of Restrictions for Meadow View Heights, Unit F, as so amended, is hereby restated in its entirety as follows:

KNOW ALL MEN BY THESE PRESENTS:

That whereas Meadow View Heights Corporation, a Utah Corporation, duly qualified to do business in the State of Utah, being the owner of all lots in Meadow View Heights Plat "F" in Sections 5 and 6, Township 38 South, Range 7 West, Salt Lake Base and Meridian, Kane County, Utah, the plat of which was duly recorded in the office of the Kane County Recorder on the 13<sup>th</sup> day of September, 1978, at Kane County as Entry Number 34003 in Book S, page 88 of plats and desiring to establish a general plan for the protection, maintenance, development and improvement of the said plat, do hereby declare said property hereinbefore described subject to the following express covenants and restrictions, to wit:

1. All covenants and restrictions herein stated and set forth shall run with the land shall be binding on all parties and persons claiming any interest in said lots or part thereof until twenty-five years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said conveyance in whole or in part.
2. No more than one dwelling or structure shall be erected, altered, permitted or maintained in any one lot except for a garage and the normal utility buildings appurtenant to the dwelling house.
3. No shed, tent, garage, travel trailer, motor home, mobile home shall at any time be used as a residence upon any part of said property. No old or second hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings to be erected on said lots, or within said plat shall be new construction of good quality workmanship and materials.

4. An easement is declared over and through each lot for the construction, installation and continued maintenance, repair, construction, replacement and of such water, sewer, gas and electric installations within the boundaries of the lots hereinbefore described.

5. Sanitary facilities shall consist of a septic tank and holding tank equivalent, in accordance with the sanitation laws set forth by the State of Utah. No sanitary facilities shall be constructed outside a residence after water is available to each lot.

6. Water usage will begin on May 1<sup>st</sup> running through October 15<sup>th</sup> of each year, depending upon weather conditions. This water is for culinary use only. All lot owners will receive a stock certificate (one share) in a non-profit Utah Corporation referred to hereinafter as the Meadow View Heights Water Company. This Association has been organized as a functioning entity for maintaining the water system; roads, improvement of the property; maintenance and operation of the fire truck; and for protection of the owner's rights. The lots will be assessed for an annual maintenance fee whether a connection has been made to the water system or not. More details of the Water Company is included in the Articles of Incorporation and Bylaws of the Company.

7. All garbage, food waste, rubbish, trash, ashes of any other waste materials shall be disposed of in accordance with the requirements of sanitation laws. If no trash removal services are available through the county or other agency, garbage removal shall be the responsibility of the lot owner. The owner of each lot of said property shall keep such lot free and clear of all rubbish and do all other things necessary or desirable to keep the premises neat and in good order, and it is hereby agreed that in the event of the default in the performance of this covenant, the Meadow View Heights Corporation, its successors, or assigns, hereby reserve the right to enter upon the property of such owner and remove all rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner to the Meadow View Heights Corporation, its successors, or assigns, within ten (10) days after written demand thereof.

8. No commercial business or enterprise of any kind of nature shall be carried on or upon said premises, which shall be restricted to residential use only. No person shall erect or maintain upon any part of said property any sign, advertisement, bill board, or other advertising structure of any kind, excepting real estate signs for the sale of an individual lot.

9. All structures shall be constructed in such a manner as to protect the natural growth insofar as possible and the natural growth and other conditions of each lot, such as trees, shrubs, streams and natural settings, shall be preserved and remain as nearly as possible in the natural.

10. Each residence constructed on said premises shall contain no less than 600 square

feet of living area exclusive of carports or porches. Two complete sets of building plans and specifications of the proposed building shall be submitted for approval to Meadow View Heights Corporation. No building shall be erected, constructed or moved onto said property without approval of the Meadow View Heights Corporation. One set of said plans shall be signed and returned to the owner within thirty days. Failure to return said plans within the thirty day period shall constitute acceptance. All residences shall be completed within three years of beginning of construction.

11. No shooting of firearms within the boundaries of the subdivision will be allowed. Wildlife will not be chased or disturbed in any manner on said property for purposes of hunting on adjacent lands.

12. *[Added effective June 2, 2003]* Ownership of any lot within Meadow View Heights Subdivision, Unit F, shall be inseparably connected with membership in Meadow View Heights Owners Association. Each owner of any such lot shall be a member of Meadow View Heights Owners Association, without any notice other than this paragraph, provided that no owner shall have more than one vote on any Association matter. Each owner of any of such lot is subject to these Restrictions, the Articles of Incorporation and Bylaws of said Association, and all amendments to any of the same. The term "owner," as used in this Declaration of Restrictions, shall mean and refer to the record owner of any lot within Meadow View Heights Subdivision, Unit F, as it appears on the records of the Kane County Recorder, except that in the case of a contract sale of any such lot, "owner" shall mean and refer to the contract buyer of such lot. In the event that any court of competent jurisdiction determines for any reason that mandatory membership in Meadow View Heights Owners Association cannot be enforced as to any lot owner with ownership rights existing as of the adoption of this amendment, then mandatory membership shall nevertheless be enforced as to all grantees, successors or assigns of said lot owner who acquire any interest in any such lot at any time after adoption of this amendment.

13. *[Renumbered effective June 2, 2003]* These restrictions shall run with the title of the land and be binding upon each and every successor in the interest of any purchaser of any lot located within the boundaries of the subdivision.

14. *[Renumbered effective June 2, 2003]* Invalidation of any one of the covenants and restrictions hereinbefore set forth by the judgment or court shall in no manner affect any of the other provisions thereof which shall remain in full force and effect until twenty-five years from the date hereof subject to automatic extensions as provided in Paragraph one (1) hereof.

MEADOW VIEW HEIGHTS CORPORATION

(Signature in Original)

James R. Kenner, Jr.

President

Signed before me this 1<sup>st</sup> day of June, 1982.

(Signature in Original)

Patrick W. Kenner  
Notary Public, State of Nebraska  
Residing in Hebron, Nebraska

CERTIFICATION

On or about the 21<sup>st</sup> day of March, 2003, Declarant, Meadow View Heights Owners Association, as proponent and facilitator of the above stated Amended and Restated Declaration of Restrictions mailed the proposed Amendment, along with a copy of the then existing Declaration of Restrictions, a cover letter explaining the purpose and intent of the proposed Amendment, and a ballot form giving lot owners in the subdivision an opportunity to vote for or against adoption of the proposed Amendment.

By June 2, 2003, lot owners owning a majority of the lots in said subdivision had returned ballots voting to adopt the proposed Amendment, which Amendment is incorporated into the foregoing Amended and Restated Declaration of Restrictions.

DATED this 10<sup>th</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2004.

MEADOW VIEW HEIGHTS OWNERS ASSOCIATION

By: Steve Altig  
Steve Altig  
President

By: Trish Bucher  
Trish Bucher  
Secretary

STATE OF UTAH    )  
                          ) SS.  
COUNTY OF KANE )

ACKNOWLEDGED BEFORE ME this 10<sup>th</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2004, by Steve Altig, as President, and Trish Bucher, as Secretary, of Meadow View Heights Owners Association.

[Signature]  
Notary Public

