

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR MEADOW VIEW HEIGHTS, UNITS A, B, C & D  
In Sections 5 and 6, T38S, R7W, SLB&M  
KANE COUNTY, STATE OF UTAH

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 Estates, Units A, B, C and D, 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 Estates, Units A, B, C and D, by adding a new paragraph twelve and renumbering paragraphs twelve and thirteen as paragraphs thirteen and fourteen. The Declaration of Restrictions for Meadow View Estates, Units A, B, C and D, as so amended, is hereby restated in its entirety as follows:

**KNOW ALL MEN BY THESE PRESENTS:**

That Meadow View Heights Corporation, a Utah Corporation, duly qualified to do business in the State of Utah, being the owner of all of the lots in Meadow View Estates Subdivision in Section 5 and 6, Township 38 South, Range 7 West, Salt Lake Base and Meridian, Kane County, Utah, plats of which were duly recorded in the office of the Kane County Recorder as follows: Unit A on January 9, 1967 at Kane County as Entry No. 14390; Unit B on December 29, 1970 at Kane County as Entry No. 19078; Unit C on June 29, 1972 at Kane County as Entry No. 20860 and Unit D on August 25, 1972 as Entry No. 21006 and desiring to establish the nature of the use and enjoyment thereof 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. An easement is declared over and through each lot for the construction, installation and continued maintenance, repair, construction, replacement and removal of such water, sewer, gas, pipelines, electric distribution, pole lines and circuits as may be from time to time become necessary to serve water, sewer, gas and electric installations within the boundaries of the Lots hereinbefore described.

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BOOK 0265 PAGE 353-354  
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4. Sanitary facilities shall consist of a septic tank and holding tank equivalent, in accordance with the sanitation laws. No sanitary facilities shall be constructed outside a residence after water is available to each lot.

5. Water usage will begin on May 1<sup>st</sup> running through October 15<sup>th</sup> of each year, depending on weather conditions. This water is for culinary use only.

6. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer shall be permitted to remain upon any lot for more than (7) months of each year.

7. All garbage, food waste, rubbish, trash, ashes or any other waste materials shall be disposed of in accordance with the requirements of sanitation laws.

8. No commercial business or enterprise of any kind or nature shall be carried on or upon said premises, which shall be restricted to residential use only.

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 400 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.

12. *[Added effective November 27, 2003]* Ownership of any lot within Meadow View Estates Subdivision, Units A, B, C, and D, 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 Estates Subdivision, Units A, B, C, and D, as they appear 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 November 27, 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 November 27, 2003] Invalidation of any one of the covenants and restrictions hereinbefore set forth by the judgment or court shall in no wise 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 (1) hereof.

**MEADOW VIEW HEIGHTS CORPORATION**

(Signature in Original)

James R. Kenner, Jr.  
President

State of Nebraska     )  
                                  ) ss.  
Thayer County         )

On this 12<sup>th</sup> day of June, 1976 before me, the undersigned, a Notary Public in and for said county, personally came James R. Kenner, Jr., President of the Meadow View Heights Corporation, to me personally known to be the President and identical person whose name is affixed to the above declaration of restrictions and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal at Hebron, Nebraska in said County the day and year last above written.

(Signature in Original)

Jack E. Chapman  
Notary Public

**CERTIFICATION**

On or about the 1<sup>st</sup> day of July, 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 November 27, 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> <sup>FEBRUARY</sup> day of January, 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> <sup>FEBRUARY</sup> day of January, 2004, by Steve Altig, as President, and Trish Bucher, as Secretary, of Meadow View Heights Owners Association.

[Signature]  
Notary Public

