

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR MEADOW VIEW HEIGHTS, UNIT E,  
In Section 6, T38S, R7W, SLB&M  
KANE COUNTY, STATE OF UTAH

This Amended and Restated Declaration of Restrictions is made by Ralph Chadwick, a Meadow View Heights Unit "E" lot owner, for and on behalf of the Lot Owners of Meadow View Heights, Unit "E" 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 E, by removing paragraph twelve and renumbering paragraphs thirteen and fourteen as paragraphs twelve and thirteen, thus restoring the original Declaration of Restrictions as recorded on August 11, 1978. The Declaration of Restrictions for Meadow View Heights, Unit E, 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 the lots in Meadow View Heights Subdivision Unit "E" in Section 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 July 13, 1978 at Kane County as Entry Number 33096, in Book S, Page 86 of plats 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.
4. 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.

ENTRY 19779 RECORDED BY 2 WAY MAIL FEE \$3.00  
DATE 6-15-06 AT 12:00 PM V/C KANE COUNTY RECORDER  
BY DEPUTY VA BOOK 0304 PAGE 795 - 798

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 trailer shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile homes will be allowed. Recreational vehicles and travel trailers shall not be permitted to remain upon any lot from December 1 to April 1 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. [Renumbered effective October 29, 2005] 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.

13. [Renumbered effective October 29, 2005] 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)

J. R. Kenner, Jr.

President

State of Nebraska      )  
                            )  
                            ) SS.  
Thayer County      )

On this 30<sup>th</sup> day of June, 1978, personally appeared before me, J. R. Kenner Jr., who being by me duly sworn, did say that he is the President of the Meadow View Heights, Inc., a corporation, and that said Instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said J. R. Kenner Jr. duly acknowledged to me that the said corporation executed the same.

(Signature in Original)

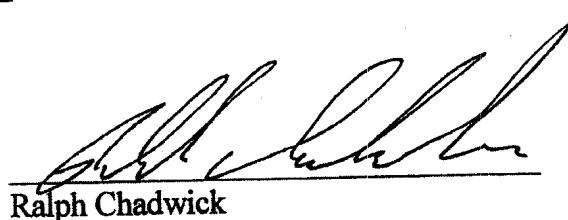
Lloyd A. Schepeler  
Notary Public  
Residing at Hebron, Nebraska

CERTIFICATION

On or about the 8th day of August, 2005, Declarant, Ralph Chadwick, as proponent and facilitator of the above stated Amended *and* Restated Declaration of Restrictions mailed the proposed Amendment, along with a copy of the original Declaration of Restrictions, a cover letter explaining the purpose and intent of the proposed Amendment, a copy of the Meadow View Heights Owners' Association Bylaws, arguments for and against mandatory membership in the Meadow View Heights Owners Association, an Owner's statement with attached ballot for each lot owned giving lot owners in the subdivision an opportunity to vote for or against adoption of the proposed Amendment, and a stamped and self-addressed envelope.

By October 29, 2005, lot owners owning a majority of the ballots in said subdivision had returned ballots to Hughes & Associates, PO Box 3063, Cedar City UT 84721, voting to adopt the proposed Amendment, which Amendment is incorporated into the foregoing Amended and Restated Declaration of Restrictions.

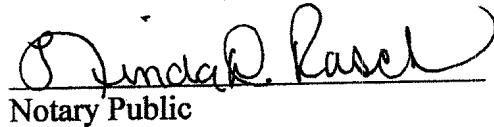
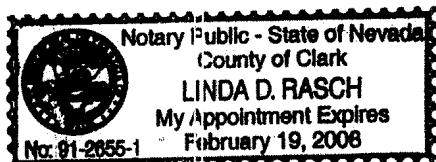
DATED this 30<sup>th</sup> day of January, 2006



Ralph Chadwick

State of Nevada      )  
                            ) SS.  
County of Clark      )

ACKNOWLEDGED BEFORE ME this 30<sup>th</sup> day of January, 2006, by Ralph Chadwick,  
Meadow View Heights Unit "E" lot owner.



Linda D. Rasch  
Notary Public