

**RESTRICTIVE COVENANTS
MEADOW LANE ESTATES SUBDIVISION**

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 15, inclusive, **Meadow Lane Estates**, Subdivision, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property & also described in the attached exhibit A.

RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. Exterior of dwelling to be constructed of stone, stucco, aluminum, or brick with tile roof, unless otherwise approved in writing by the Architectural Committee. Each finished dwelling of rambler style must have a minimum square footage of 1600 square feet of living area, plus two car garages. No carports are allowed, unless its an additional parking, to the two car garage. Two story styles must have a minimum of 1200 square feet of living area on the main floor and a minimum of 400 square feet on the second level. Square footage of either style is excluding garages, porches, verandas, carports, patios, basements, porches, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural and Landscape Committee.

All front yard landscaping, (from side of house to side lot lines), must be installed within 3 months after such date that occupancy permit is granted to each individual dwelling. Architectural Control Committee will determine compliance.

All lots will incorporate the following entities as part of their landscape and home design: all roofing material to be tile, any dehydration cooling system shall be placed behind the roof line of the home so as not to cause any dominant visual obstructions. Upon completion of landscaping, the \$500.00 of escrowed monies will be refunded to lot owner. If Lot owner fails to comply with this covenant, then the \$500.00 will be released to the developer. (\$500.00 will be escrowed at each lot closing by the buyer.)

If lot owner fails to retain surface drainage or to keep sidewalks in good repair, free from breakage or street free and clear of all material as per city code, Architectural Control Committee retains the right to do the following:

First. Notify lot owner of said infraction, with a request to correct the problem within 24 hours.

Second. After owner has been notified to correct the problem, and has failed to do so, then the Architectural Control committee reserves the right to hire someone to clean up, contain, correct or repair said problems. These expenses to be deducted from the \$500.00 escrowed monies.

2. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Landscape Committee.
3. **Building location.** No building shall be located any nearer to the front lot line or nearer to the side street than the minimum building set back lines as required by Washington City. In any event no habitable building shall be located on any lot nearer than 20 feet to the front lot lines, nor nearer than 20 feet to any side street, unless otherwise approved by the Architectural Committee and Washington City.

No building shall be located nearer than 8 feet to an interior lot line, except not less than a three foot side yard shall be required for a garage or other permitted accessory buildings located not less than 40 feet from the minimum building setback line, and provided that said garage or accessory building is separate

(without attachments of any kind whatsoever) from the main structure by not less than 10 feet. No dwelling shall be located on an interior lot nearer 20 feet to the rear lot line.

4. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed with the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.
5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.
6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the written permission of 2/3 of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.
7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
8. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3X5 in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.
9. O satellite dishes or antennas shall be placed in set back easements of said side yards and are to be obscured from public view.
10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part of portion thereof. All homes must subscribe to city garbage disposal service, or an incinerator must be provided.

11. Temporary structures. No structure of a temporary character, trailer basement, ten, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.
12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot. Except if approved otherwise in writing by the Architectural and Landscape Committee, and with the guidelines found in paragraph 3.
13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height.
14. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in any enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.
15. Maintenance. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.
16. Manufactured Housing. No manufactured house or manufactured structure to be occupied as a home shall be permitted on any lot. All homes to be built or constructed on site.

NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

PRELIMINARY DRAWINGS

Shall include as minimum the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective (optional).
6. Specifications of all outside material to be used on the exterior or residence.
- 7.

WORKING DRAWINGS - To be filed for approval and accepted before construction is begun.

Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grads and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all material and showing existing and finished grades.
4. Detailed sections, cross, and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. specifications shall give complete descriptions of material to be used.

ARCHITECTURAL AND LANDSCAPE COMMITTEE

Except for the initial Committee which consists of the owner/Developer of record and his assigns, the Architectural and Landscape Committee shall consist of 5 members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer will appoint five property owners in the subdivision to stand as the Architectural and Landscape Committee.

It is understood that the Architectural and Landscape Committee members shall serve without pay, and are to give of their time as a public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Committee or any of its members while carrying out the functions of the Committee will be exempt from any civil claims brought by the signatories of these covenants. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgments that they may render during the course of their service.

COMMITTEE PROCEDURE

Any three members in agreement shall constitute the Committee to act on Committee business, and these three shall affix their signature to any plans or correspondence describing that upon which they have taken action. On occasion when a member of the Committee shall be in opposition, a majority of two shall govern, except on initial Committee which requires the signature and action on only the initial Owner/Developer. The Committee can accept or reject:

1. Preliminary Plans of Proposed residences (as defined herein).
2. Final Plans of proposed residences (as defined herein).
3. Planning problems or complaints by property owners.

That Committee shall act within seven days on any of the above, and place its action in writing to be held as a permanent record, with copies to parties concerned and on file.

The final plans shall be delivered to the Committee, which shall accept or reject them within seven days, and so notify the owner in writing. Within seven days of submittal of complete written plans as previously outline in preliminary and working drawings.

An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

Finally, the Committee has the authority to judge buildings, materials, fences, planting, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include, but not be limited to aesthetics, reasonable protection of views, permanence of materials, etc. All decisions of the Committee shall be final.

In the event said Committee, or lots designated representatives, fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it, or in any event, if no suit too enjoin the erection of such building or the making of such alterations has been commenced prior the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

GENERAL PROVISIONS

The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

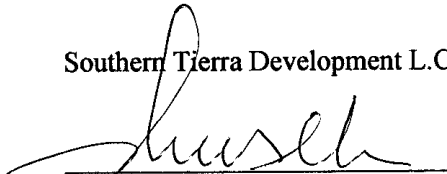
In the event of violation of any of these covenants, the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to enforce or enjoin the violators these covenants, it being understood and agreed by all of the signatories hereto that the costs including attorney's fees of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision. It being also understood and agreed by all of the signatories hereto, that if such aforementioned signatories violate the provisions of these covenants, and are proven at fault; they agree to pay the reasonable costs and attorney' fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has been perpetuated.

SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned Southern Tierra Development L.C. has executed the instrument the 17th day of May, 2000.

Southern Tierra Development L.C.



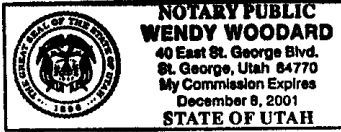
Thomas K. Horn
General Manager

STATE OF UTAH

00695002 Bk 1378 Pg 1309

County of:

On the 17th day of May, 2000,
personally appeared before me Thomas K. Horn, who being by me duly
sworn did say that he, Thomas K. Horn is the General Manager of said
Southern Tierra Development L.C. that executed the within instrument and
did acknowledge to me that the said corporation executed the same.



Wendy Woodard
NOTARY PUBLIC

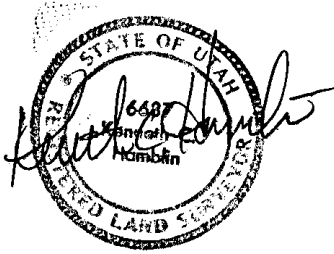
My commission expires 12/8/01 Residing In St. George,

EXHIBIT A

BOUNDARY DESCRIPTION

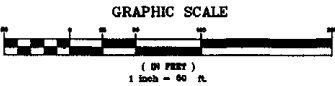
BEGINNING AT A POINT S00°13'00"W 1340.70 FEET ALONG THE SECTION LINE AND N88°56'01"W 1301.71 FEET FROM THE NORTHEAST CORNER OF SECTION 26 (BRASS CAP) TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 1 OF THE J.P. CHIDESTER ENTRY AND SURVEY, AND RUNNING THENCE N00°21'30"E 306.07 FEET ALONG THE WEST LINE OF SAID LOT 6; THENCE S88°56'01"E, 855.97 FEET; THENCE S00°44'36"W 306.05, FEET; THENCE N88°56'01"W, 853.91 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 261,650 SQUARE FEET OR ~~5.397~~ ACRES MORE OR LESS.

6.007



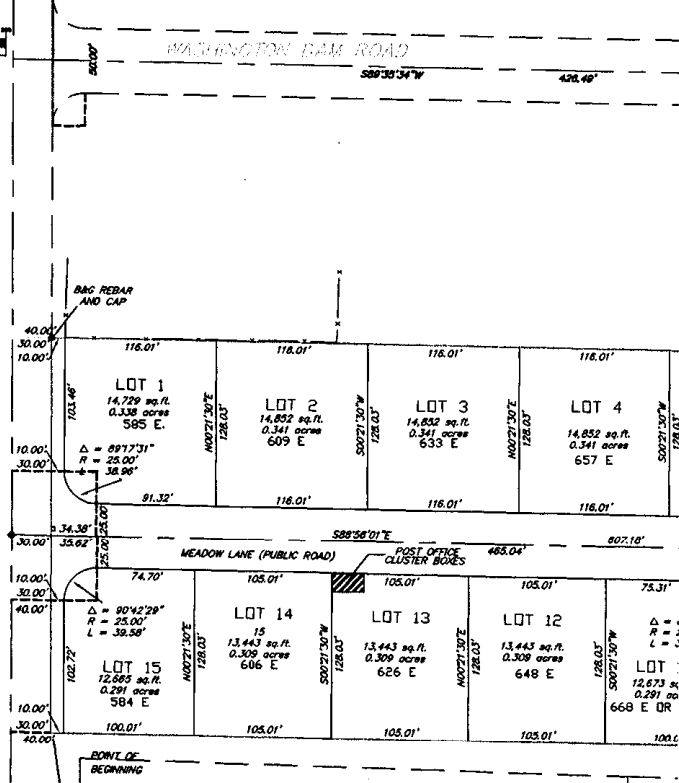
| PL No. | LATITUDE | LONGITUDE | STATE PLANE UTAH SOUTH ZONE NORTHING EASTING ELEV. | CONVERGENCE SCALE (X) |
|--------|-------------|-------------|---|--------------------------|
| 000 | 37078.62277 | 11358.28277 | 3850.078 1260.248 116.77 | -1724.248 1.000000000 |
| 001 | 37078.62277 | 11358.28277 | 3850.078 1260.248 116.77 | -1724.248 1.000000000 |

CLASS OF BOUNDARY
SOUTH 130° 0' 0" BEING THE SECTION LINE BETWEEN CORNER AND THE EAST CORNER OF SECTION 26 SLAB AS FOUND ON THE WASHINGTON CITY CL



GENERAL NOTES

1. A 7.50 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG ALL SIDE AND REAR LOT LINES UNLESS OTHERWISE NOTED. A 10.0 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT EXISTS ALONG ALL STREETSIDE LOT LINES.
2. ALL PROPERTY CORNERS ARE MARKED WITH A 5/8" REBAR AND CAP STAMPED L3 1988S UNLESS OTHERWISE NOTED.
3. A 10.0 FOOT WIDE BUILDING SETBACK EXISTS ALONG ALL SIDE AND REAR LOT LINES. AN 25.0 FOOT WIDE BUILDING SETBACK EXISTS ALONG ALL STREET SIDE AND FRONT LOT LINES.
4. ALL BEARINGS SHOWN ON THIS PLAN ARE STATE PLANE DRG.
5. THIS PLAN COMPLETES WITH WASHINGTON CITY ZONING ORDINANCE.



LERoy N. NISSON

A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY LANDMARK ENGINEERING THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLAT WORK ARE COMPILED IN A REPORT # 00125, DATED MARCH 15, 2000. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH WASHINGTON CITY OWNERS, BUILDERS AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

THIS IS BE CON-AGRIC PROPOSE WILL BE AGRICOL THE AN

K&H Hamblin
LAND SURVEYING SPECIALTIES INC.
144 W. BIRCHMAY ROAD SUITE 4-C ST. GEORGE UTAH 84770
UTAH NEVADA ARIZONA CALIFORNIA
1-435-875-3075 (OFFICE)
1-435-875-7986 (FAX)

CITY ENGINEER'S CERTIFICATE
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAN AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
DATE: _____ WASHINGTON CITY ENGINEER

PLANNING COMMISSION APPROVAL
ON THIS _____ DAY OF _____ A.D. 2000 THE PLANNING COMMISSION OF THE CITY OF WASHINGTON REVIEWED THE ABOVE SUBDIVISION AND FIND THAT IT COMPLETES WITH REQUIREMENTS OF THE WASHINGTON CITY PLANNING ORDINANCES AND BY AUTHORIZATION, SAID COMMISSION HEREBY APPROVES SAID SUBMISSION FOR ACCEPTANCE BY THE CITY OF WASHINGTON, UTAH.
DATE: _____ PLANNING COMMISSION CHAIRMAN

LEGEND

- SET 3/8" REBAR AND CAP STAMPED R.L.S. 166285
- ✦ FOUND SECTIONAL MONUMENTATION AS SHOWN AND DESCRIBED
- POINT NOT FOUND OR SET
- ⊙ CURVE NUMBER
- LINE SEGMENT NUMBER
- ✦ FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- CLASS I MONUMENT - TO BE SET TO CITY STANDARDS

THE NORTHEAST 1/4 S. R. 78 N. WYCK MAP.

SURVEYOR'S CERTIFICATE

KENNETH C. HAMBLEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION NUMBER 166285 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS TO BE HEREAFTER KNOWN AS:

- MEADOW LANE ESTATES -

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS S 80°12'00" W 134.07 FEET AND N 80°54'01" W 130.71 FEET FROM THE NORTHEAST CORNER OF SECTION 26 TOWNSHIP 42 SOUTH RANGE 18 WEST SALT LAKE BASIN AND MERIDIAN WHICH IS THE SOUTHWEST CORNER OF LOT 6, BLOCK 1 OF THE J.P. CHESTER SURVEY, THENCE N 80°20'00" E 200.07 FEET THENCE S. 80°34'00" E 82.57 FEET THENCE S 80°44'36" W 306.06 FEET THENCE N 80°56'01" W 130.71 FEET TO THE POINT OF BEGINNING
CONTAINS 264,636.48 SQ. FT. OR 6.0397 ACRES

NORTHEAST CORNER SECTION 26, T42S, R18W, S36M
GRID N: 3053607.148
GRID E: 354333.259
LATITUDE: 37°07'58.607"
LONGITUDE: 113°28'38.716"

KENNETH C. HAMBLEN
PROFESSIONAL LAND SURVEYOR
UTAH CERTIFICATE No. 166285

DATE:



OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS:

MEADOW LANE ESTATES

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO WASHINGTON CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR AS SHOWN. THE OWNERS DO HEREBY WARRANT TO WASHINGTON CITY AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL THE PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 2000.

SOUTHERN TERRA DEVELOPMENT L.C.

THOMAS HORN, MANAGING MEMBER FOR SOUTHERN TERRA DEVELOPMENT L.C. A UTAH LIMITED LIABILITY COMPANY.

DATE

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

ON THE _____ DAY OF _____ 2000, PERSONALLY APPEARED BEFORE ME, THOMAS HORN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF SOUTHERN TERRA DEVELOPMENT L.C., AND THAT HE EXECUTED THE FOREGOING PLAN IN BEHALF OF SAID LIMITED LIABILITY COMPANY, BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF SOUTHERN TERRA DEVELOPMENT L.C., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC

MY COMMISSION EXPIRES

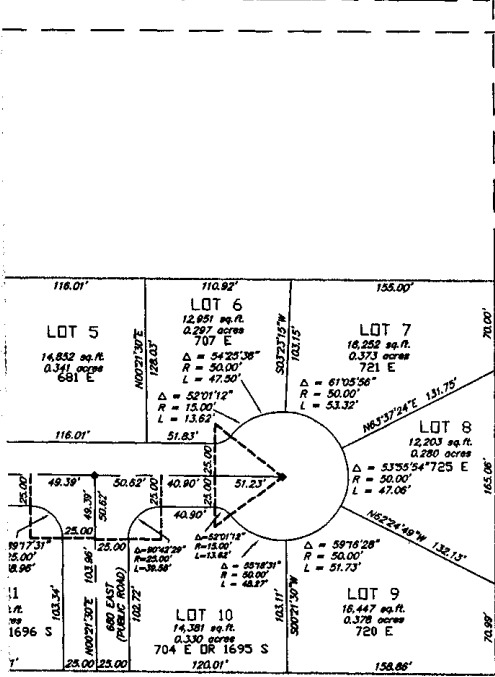


EXHIBIT A

"MEADOW LANE ESTATES"

GRID N: 3052798.692
GRID E: 354291.260
LATITUDE: 37°07'32.380"
LONGITUDE: 113°28'38.328"

DEVELOPMENT IS TO BE RESTRICTED IN AN URBAN ZONE. ACTIVE BUYERS ADVISED OF THE URBAN USES IN E.A.

| | | |
|--|---|--|
| <p>APPROVAL AND ACCEPTANCE</p> <p>WE, THE MAYOR AND THE MANAGER OF THE CITY OF WASHINGTON, UTAH, HAVE REVIEWED THE ABOVE MINOR SUBDIVISION AND HEREBY ACCEPT IT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THEREON.</p> <p>DATE: _____ WASHINGTON CITY MANAGER</p> <p>DATE: _____ MAYOR, WASHINGTON CITY</p> | <p>APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 2000.</p> <p>DATE: _____ WASHINGTON CITY ATTORNEY</p> | <p>RECORDED # _____</p> <p>STATE OF UTAH, COUNTY OF WASHINGTON, RECORDED AND FILED AT THE REQUEST OF:</p> <p>DATE: _____ TIME: _____ BOOK: _____ PAGE: _____</p> <p>FEE \$ _____ WASHINGTON COUNTY RECORDER</p> |
|--|---|--|