

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR MEADOW VIEW HEIGHTS, ~~UNIT F~~
In Sections 5 and 6, T18S, R7W, SLB&M
KANE COUNTY, STATE OF UTAH

This Amended and Restated Declaration of Restrictions ~~is made by~~ **for** Meadow View Heights Owners Association (hereinafter "**Declarant Declaration**") ~~for and on behalf of~~ **is made by** the Lot Owners of Meadow View Heights, ~~Unit F Owners Association (hereinafter "Association")~~, ~~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~~ **and restates, amends, and substitutes for the following:**

- Declaration of Restrictions for Meadow View Estates, Unit A, in Section 5, T38S, R7W, SLB&M, Kane County, Utah, recorded May 29, 1967, as Entry 14696, in Book 20, at Pages 516-517.
- Declaration of Restrictions for Meadow View Estates, Unit B, in Section 5, T38S, R7W, SLB&M, Kane County, Utah, recorded March 9, 1971, as Entry 19304, in Book 29, at Pages 358-359.
- Declaration of Restrictions for Meadow View Heights Corporation, Units A, B, C & D, in Section 5 & 6, T38S, R7W, SLB&M, Kane County, Utah, recorded June 16, 1976, as Entry 28470, in Book 51, at Pages 198-199.
- Declaration of Restrictions for Meadow View Heights Corporation, Unit F, in Sections 5 and 6, T38S, R7W, SLB&M, Kane County, Utah, recorded March 9, 1983, as Entry 49543, in Book 76, at Pages 47-49.
- Declaration of Restrictions for Meadow View Heights, Units A, B, C & D, in Sections 5 and 6, T38S, R7W, SLB&M, Kane County, Utah, recorded March 3, 2004, as Entry 117960, in Book 255, at Pages 555-558.
- Declaration of Restrictions for Meadow View Heights, Unit F, in Sections 5 and 6, T38S, R7W, SLB&M, Kane County, Utah, recorded March 3, 2004, as Entry 117962 in Book 255, at Pages 563-566.

This Declaration affects the real property located in Kane County, State of Utah (hereinafter referred to as the “Meadow View Heights Subdivision”) described in Exhibit “A” and “B” attached hereto.

(See Exhibits “A” and “B”)

This Declaration is further made pursuant to Utah Code §57-8a-104(1)(ii)(2016), which section invalidates any provision of the Association’s governing documents that prohibits a vote or approval to amend any part of the governing documents during a particular period.

The Community Association Act, Utah Code §57-8-1-101, et. seq. (the “Act”), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities and restrictions of that section.

The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply.

The Declaration, 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^{on} 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 **in perpetuity and** shall be binding on all parties and persons claiming any interest in said lots **Lot(s)** 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~~ **within the Meadow View Heights Subdivision**, unless by a vote of the majority of the then owners of said lots **Lots** it is agreed to change said ~~covenants and restrictions~~ **covenants and restrictions** in whole or in part.

122. ~~[Added effective June 2, 2003]~~ Ownership of any lot **Lots** within the Meadow View Heights Subdivision, ~~Unit F,~~ shall be inseparably connected with membership in ~~Meadow View Heights Owners~~ **the Association**. **The term “owner”, as used in this Declaration, shall mean and refer to the record owner(s) of any Lot(s) within the Meadow View Heights Subdivision as they appear on the records of Kane County Recorder, except that in the case of a contract sale of any such Lot(s), “owner” shall mean and refer to the contract buyer of such Lot(s). Each owner of any such lot Lot(s) within the Meadow View Heights Subdivision shall be**

a member of ~~Meadow View Heights Owners~~ the Association, without any notice other than this paragraph, provided that no owner shall have more than one vote on any Association matter. **In the event that there is more than one owner of a particular Lot, said owners shall have not more than one joint vote on any Association matter. The voting relating to any joint membership shall be exercised as such owners may determine among themselves.** Each owner of any ~~of such lot~~ Lot(s) within the Meadow View Heights Subdivision is subject to ~~these Restrictions~~ **this Declaration, the Articles of Incorporation, and Bylaws of said Association, any rules of the 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~~ the 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~~ Lot(s) at any time after adoption of this amendment

~~23.~~ 23. No more than one dwelling or structure shall be erected, altered, permitted or maintained in any one ~~lot~~ Lot, except for: (i) a garage; and (ii) the normal utility buildings appurtenant to the dwelling house.

4. An easement is declared over and through each ~~lot~~ Lot for the construction, installation and continued maintenance, repair, construction, replacement and **removal** of such water, sewer, gas, **pipelines, and electric distribution, pole lines and circuits as may be from time to time become necessary to service water, sewer, gas and electric** installations within the boundaries of the ~~lots~~ 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, **including a port-a-potty,** outside a residence after water is available to each ~~lot~~ Lot.

~~6. Water usage will begin on May 1st running through October 15th 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.~~

No vehicle nor trailers or any kind shall be parked within any roadway located within the boundaries of said Lots. No recreational vehicle, trailer, camper, motor home, mobile home or manufactured home, or similar vehicle or item, as determined by the Association's Board, shall be permitted to remain upon any Lot between December 1st and March 31st.

37. No shed, tent, garage, ~~travel trailer~~, recreational vehicle, trailer, camper, motor home, mobile home or manufactured home, or similar vehicle or item, as determined by the Association's Board, shall at any time be used as a permanent residence upon any part of said property Lots. No old or second hand structures shall be moved onto any of said lots Lots, it being the intention hereof that all dwellings to be erected on said lots Lots, or within said plat shall be new construction of good quality workmanship and materials.

78. All garbage, food waste, rubbish, trash, ashes of any other waste materials (hereinafter collectively referred to as "garbage") shall be disposed of in accordance with the requirements of sanitation laws. If no trash-removal garbage services are available through the county or other agency, garbage removal shall be the responsibility of the lot Lot owner. The owner of each lot Lot of said property shall keep such Lot free and clear of all rubbish garbage and do all other things necessary or desirable to keep the premises Lots 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 Association, its successors, or assigns, hereby reserves the right, after reasonable notice to enter upon the property said Lot of such owner and remove all rubbish garbage and do all other things necessary to place said property Lot in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such act as an assessment against the owner to the Meadow View Heights Corporation, its successors, or assigns, and shall become due and payable from such owner to the Association within ten (10) days after written demand thereof.

89. No commercial business or enterprise of any kind of nature, except home business as approved by the Association's Board, shall be carried on or upon said premises any Lot within the Meadow View Heights Subdivision. Except for home businesses approved by the Association's Board, each Lot within the Meadow View Heights Subdivision, which shall be restricted to residential use only. No person shall erect or maintain upon any part of said property Lot any sign, advertisement, billboard, or other advertising structure of any kind, excepting real estate signs for the sale of an individual lot.

910. 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 Lot, such as trees, shrubs, streams and natural settings, shall be preserved and remain as nearly as possible in the natural. No activity or structure shall be conducted or maintained in a manner that would constitute a nuisance.

1011. Each residence hereinafter constructed on said premises any Lot within the Meadow View Heights Subdivision 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 the Association's Board. No building shall be erected, constructed or moved onto said property Lot without approval of the Meadow View Heights Corporation Association. One set of said plans shall be signed and returned to the owner within thirty (30) days. Failure to return said plans within the thirty 30-day period shall constitute acceptance. All residences shall be completed within three (3) years of beginning of construction.

~~12.~~ No shooting of firearms or weapons of any kind within the boundaries of the subdivision Meadow View Heights Subdivision will be allowed. Wildlife will not be chased or disturbed in any manner on said property within the Meadow View Heights Subdivision for any purposes, including of hunting on adjacent lands.

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 Lot located within the boundaries of the subdivision Meadow View Heights 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 way 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.

~~15. The Association's Board shall have the authority to promulgate Rules and Regulations for the governance of the Association and persons within the Association. Rules and Regulations shall mean rules and regulations as may be adopted and promulgated by the Board pursuant to the Bylaws and this Declaration, as the Board deems necessary or desirable (i) to aid it in administering the affairs of the Association, (ii) to ensure that the Meadow View Heights Subdivision and Lots are maintained and used in a manner consistent with the interests of the Owners, (iii) to regulate the use of the common areas, if any, and to regulate the personal conduct of the members and their guests thereon, and (iv) to establish penalties for the infractions thereof, as such rules and regulations may be amended from time to time. These Rules and Regulations shall be compiled and copies made available for inspection and copying by the Board. The Association, through its Board, shall the power to levy fines for violations of the Association's governing documents and fines may only be levied for violations of the governing documents. Before the imposition of a fine, the Association shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code 57-8a-218(2)(b), a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the governing documents by the tenant.~~

~~The Board shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines. The Board may adopt, amend, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not inconsistent with the Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a limited Common Area, an Owner, a Lot or dwelling, the Board~~ The Association may adopt, amend, modify, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not inconsistent with the Declaration or the Act. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules and design criteria of the Association the Association shall: (i) give at least fifteen (15) days advance notice to the Lot Owners regarding proposed rule(s) or design criteria

along with ~~of the date and time the Board and Lot Owners will meet to consider adopting, amending, cancelling, limiting, creating exceptions to or changing the procedures for enforcing rules and design criteria~~ and vote regarding the proposed rule(s) or design criteria; (ii) provide an open forum at the meeting giving the Lot Owners an opportunity to be heard before the vote; and (iii) hold a Lot Owner vote regarding the proposed rule(s) or design criteria, wherein the proposed rule(s) or design criteria will be adopted if the majority of the votes received at the time of the meeting (in person, by proxy and/or ballot (for purposes of this section, ballots may be sent or received via email) are in favor of the proposed rule(s) or design criteria. Upon adoption, the Association shall deliver a copy of the rule or design criteria to the Lot Owners within 15 days after the meeting. ~~—The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. After adoption, a rule or design criteria adopted by the Board is only disapproved if member~~ is deemed conclusively adopted unless Lot Owner action to disapprove the rule or design criteria is taken in accordance with the limitations under Section 217 of the Act.

16. The Association may provide notice by electronic means, including text message, email or the Association's website, if any. If delivery is made by mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

17. This Declaration may be enforced by the Association, and any owner as follows:

- (a) By promulgation and adoption of Rules and Regulations regarding fines for any violation of this Declaration.
- (b) Breach of any of the provisions contained in the Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings instituted by any owner and/or by the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.
- (c) The result of every act or omission whereby any of the provisions contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any owner and/or by the Association.
- (d) The remedies in the Act and the Declaration -- provided by law or in equity -- are cumulative and are not mutually exclusive.
- (e) The failure of the Association to enforce any of the provisions contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

- (f) Any breach or amendment of the provisions contained in this Declaration, the Articles, the Bylaws or rules shall not affect or impair the lien or charge any first mortgage made in good faith and for value on any Lot or the improvement thereon, provided that any subsequent owner of such property shall be bound by such provisions of the Declaration, Articles, Bylaws, or rules whether such owner's title was acquired by foreclosure in a trustee's sale or otherwise.

18. Except as limited in the Declaration or the Association Bylaws, the Board acts in all instances on behalf of the Association.

19. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise a provision of this Declaration, the Articles, Bylaws, Plat, Rules or other governing document of the Association. If for any reason the Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

20. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the governing documents, or, if the governing documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

21. The Association hereby conveys and warrants pursuant to Sections 212 and 302 of the Act, and Utah Code §57-1-20, to attorney Bruce C. Jenkins, or any other attorney that the Association engages to act on its behalf to substitute for Bruce C. Jenkins, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration, the Bylaws or other governing documents of the Association.

22. At least annually the Board shall prepare and adopt a budget for the Association and the Board shall present the budget at a meeting of the members. A budget presented by the Board is only disapproved if member action to disapprove the budget is taken in accordance with the limitations under Section 215 of the Act.

23. The Association may not prohibit an Owner from displaying the United States flag inside a dwelling or on the Owner's Lot or Limited Common Area appurtenant to the Owner's Lot if the display complies with United States Code, Title 4, Chapter 1. The Association, may, by rule of the Board, restrict the display of a United States flag on the Common Area.

24. All Owners shall comply with all applicable state, county and local statutes, codes and ordinances. The Association may promulgate Rules and Regulations relating to the subject matter of said statutes, codes and ordinances with said Rules and Regulations, if any, to be enforced by the Association.

25. Any owner(s) of a lot within Meadow View Estates Plat/Unit E, that desire to have their lot become subject to the covenants, conditions and restrictions of this Declaration must petition the Board of Directors of the Association for approval. The Board of Directors of the Association reserves the right to approve or deny any petition. Upon written approval by the Board of Directors, the lot owner shall cause a Consent to Declaration (in a form approved by the Board of Directors) to be recorded against his or her property within thirty (30) days from the date of written approval. Upon the recording of the Consent to Declaration, said lot, and the owner(s) thereof and subsequent purchasers, successors and assigns, shall be a member(s) of the Association and be subject to all the covenants, conditions, and restrictions set forth in this Declaration and the other governing documents of the Association.

IN WITNESS WHEREOF, the President of the Association represents that this Declaration was approved at a meeting of the members called for this purpose by at least a simple majority (51%) of membership votes represented in person or by proxy at such meeting.

IN WITNESS WHEREOF, the President of the Association also represents that this Declaration was approved and adopted by the owners of those lots in Plat E identified and set forth in Exhibit B to this Declaration and that said lot owners consent to have this Declaration recorded against their lot(s) as set forth in the Consents to Declaration hereto as Exhibit B.

MEADOW VIEW HEIGHTS CORPORATION OWNERS ASSOCIATION

By:
Its: President

STATE OF UTAH)
 : ss.
County of _____)

On this _____ day of _____, 2018, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed) did say that he/she is the President of Meadow View Heights Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

Notary Public

EXHIBIT "A"

Legal Description

Real property located in Kane County, Utah

ALL OF LOTS 1 through 10, 13 through 67, 71 through 75 of Unit "A", Meadow View Estates, according to the Official Plat thereof on file in the Office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 13-1, 13-2, 13-3, 13-4, 13-5, 13-6, 13-7, 13-8, 13-9, 13-10, 13-13, 13-14, 13-15, 13-16, 13-17, 13-18, 13-19, 13-20, 13-21, 13-22, 13-23, 13-24, 13-25, 13-26, 13-27, 13-28, 13-29, 13-30, 13-31, 13-32, 13-33, 13-34, 13-35, 13-36, 13-37, 13-38, 13-39, 13-40, 13-41, 13-42, 13-43, 13-44, 13-45, 13-46, 13-47, 13-48, 13-49, 13-50, 13-51, 13-52, 13-53, 13-54, 13-55, 13-56, 13-57, 13-58, 13-59, 13-60, 13-61, 13-62, 13-63, 13-64, 13-65, 13-66, 13-67, 13-71, 13-72, 13-73, 13-74, 13-75, 13-48A, and;

ALL OF NEW LOT 11 Amended Plat of Lots 11 & 12 Meadow View Heights Unit "A", according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 13-11, and;

ALL OF AMENDED LOT 69 Meadow View Estates Unit "A", according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 13-69, and;

A PORTION OF LOT 48 Meadow View Estates Unit "A", according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 13-48A.

ALL OF LOTS 1 through 63, of Plat "B", Meadow View Estates, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 32-1, 32-2, 32-3, 32-4, 32-5, 32-6, 32-7, 32-8, 32-9, 32-10, 32-11, 32-12, 32-13, 32-14, 32-15, 32-16, 32-17, 32-18, 32-19, 32-20, 32-21, 32-22, 32-23, 32-24, 32-25, 32-26, 32-27, 32-28, 32-29, 32-30, 32-31, 32-32, 32-33, 32-34, 32-35, 32-36, 32-37, 32-38, 32-39, 32-40, 32-41, 32-42, 32-4 3, 32-44, 32-45, 32-46, 32-47, 32-48, 32-49, 32-50, 32-51, 32-57, 32- 53, 32-54, 32-55, 32-56, 32-57, 32-58, 32-59, 32-60, 32-61, 32-62, and 32-63.

ALL OF LOTS 1 through 50, 53 through 61, 64 through 74 of Plat "C", Meadow View Estates, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 52-1, 52-2, 52-3, 52-4, 52-5, 52-6, 52-7, 52-8, 52-9, 52-10, 52-11, 52-12, 52-13, 52-14, 52-15, 52-16, 52-17, 52-18, 52-19, 52-20, 52-21, 52-22, 52-23, 52-24, 52-25, 52-26, 52-27, 52-28, 52-29, 52-30, 52-31, 52-32, 52-33, 52-34, 52-35, 52-36, 52-37, 52-38, 52-39, 52-40, 52-41, 52-42, 52-43, 52-44, 52-45, 52-46, 52-47, 52-48, 52-49, 52-50, 52-53, 52-54, 52-55, 52-56, 52-57, 52-58, 52-59, 52-60, 52-61, 52-64, 52-65, 52-66, 52-67, 52-68, 52-69, 52-70, 52-71, 52-72, 52-73, 52-74, and;

ALL OF AMENDED LOT 51 Meadow View Estates Plat "C" (formerly Lots 41 & 52), according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 52-51, and;

ALL OF LOT 62 Spring Drive-Meadow View Estates Amended Lots 62-63 & 67-74 (formerly Lot 62 part of 63 & part of Spring Dr.), according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 52-62, and;

ALL OF LOT 63 Spring Drive-Meadow View Estates Amended Lots 62-63 & 67-74 (formerly part of Lots 63 & 65 & Spring Dr.), according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 52-63A.

ALL OF LOTS 4 through 10, 13 through 28, 32 through 90, 93 through 104, 108 through 128, 131 through 161 of Plat "D", Meadow View Estates, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-4, 57-5, 57-6, 57-7, 57-8, 57-9, 57-10, 57-13, 57-14, 57-15, 57-16, 57-17, 57-18, 57-19, 57-20, 57-21, 57-22, 57-23, 57-24, 57-25, 57-26, 57-27, 57-28, 57-32, 57-33, 57-34, 57-35, 57-36, 57-37, 57-38, 57-39, 57-40, 57-41, 57-42, 57-43, 57-44, 57-45, 57-46, 57-47, 57-48, 57-49, 57-50, 57-51, 57-52, 57-53, 57-54, 57-55, 57-56, 57-57, 57-58, 57-59, 57-60, 57-61, 57-62, 57-63, 57-64, 57-65, 57-66, 57-67, 57-68, 57-69, 57-70, 57-71, 57-72, 57-73, 57-74, 57-75, 57-76, 57-77, 57-78, 57-79, 57-80, 57-81, 57-82, 57-83, 57-84, 57-85, 57-86, 57-87, 57-88, 57-89, 57-90, 57-93, 57-94, 57-95, 57-96, 57-97, 57-98, 57-99, 57-100, 57-101, 57-102, 57-103, 57-104, 57-108, 57-109, 57-110, 57-111, 57-112, 57-113, 57-114, 57-115, 57-116, 57-117, 57-118, 57-119, 57-120, 57-121, 57-122, 57-123, 57-124, 57-125, 57-126, 57-

127, 57-128, 57-131, 57-132, 57-133, 57-134, 57-135, 57-136, 57-137, 57-138, 57-139, 57-140, 57-141, 57-142, 57-143, 57-144, 57-145, 57-146, 57-147, 57-148, 57-149, 57-150, 57-151, 57-152, 57-153, 57-154, 57-155, 57-156, 57-157, 57-158, 57-159, 57-160, 57-161, and;

ALL OF NEW LOT 2 AMENDED PLAT OF LOTS 1, 2 & E Meadow View Estates Unit “D” (formerly all of Lots 1, 2 & 3 Meadow View Estates Plat D), according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-2, and;

ALL OF NEW LOT 11 AMENDED PLAT OF LOTS 11 & 12 Meadow View Estates Plat “D”, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-11, and;

ALL OF NEW LOT 29 AMENDED PLAT OF LOTS 29, 30, & 31, Meadow View Estates Unit D, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-29, and;

ALL OF NEW LOT 31 AMENDED PLAT OF LOTS 29, 30 & 31, Meadow View Estates Plat D, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-31, and;

ALL OF NEW LOT 92 AMENDED PLAT OF LOTS 91 & 92 Meadow View Estates Plat “D”, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-92, and;

ALL OF AMENDED LOT 106 Meadow View Estates Plat “D” (formerly Lots 105, 106 & 107), according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-106, and;

ALL OF NEW LOT 129 AMENDED PLAT OF LOTS 129 & 130 Meadow View Estates Plat “D” (formerly all of lots 129 & 130), according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 57-129.

ALL OF LOTS 293 through 333, 335 through 342, 345 through 363, 367 through 371, 374 through 384 of Plat "F", Meadow View Estates, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 88-293, 88-294, 88-294, 88-295, 88-296, 88-297, 88-298, 88-299, 88-300, 88-301, 88-302, 88-303, 88-304, 88-305, 88-306, 88-307, 88-308, 88-309, 88-310, 88-311, 88-312, 88-313, 88-314, 88-315, 88-316, 88-317, 88-318, 88-319, 88-320, 88-321, 88-322, 88-323, 88-324, 88-325, 88-326, 88-327, 88-328, 88-329, 88-330, 88-331, 88-332, 88-333, 88-335, 88-336, 88-337, 88-338, 88-339, 88-340, 88-341, 88-342, 88-345, 88-346, 88-347, 88-348, 88-349, 88-350, 88-351, 88-352, 88-353, 88-354, 88-355, 88-356, 88-357, 88-358, 88-359, 88-360, 88-361, 88-362, 88-363, 88-367, 88-368, 88-369, 88-370, 88-371, 88-374, 88-375, 88-376, 88-377, 88-378, 88-379, 88-380, 88-381, 88-382, 88-383, 88-384, and:

ALL OF NEW LOT 343 Amended Plat of Lots 343 & 344 Meadow View Heights Plat "F", according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 88-343, and;

ALL OF NEW LOT 365 Amended Plat of Lots 364, 365 & 366 Meadow View Heights Plat "F", according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 88-365, and;

ALL OF NEW LOT 372 Amended Plat of Lots 372 & 373 Meadow View Heights Plat "F", according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 88-372, and;

ALL OF NEW LOT 373 Amended Plat of Lots 372 & 373 Meadow View Heights Plat "F", according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

APN: 88-373

~~EXHIBIT "A"~~

~~Legal Description~~

~~Real property located in Kane County, Utah~~

~~[18-06-26 Legal Desc]~~

EXHIBIT "B"
Consents to Declaration
and
Legal Descriptions for Plat E lots

CONSENT TO DECLARATION

I/We, the Owner(s) of Lot _____ of Plat "E", Meadow View Estates, according to the Official Plat thereof on file in the office of the Recorder of Kane County, State of Utah, hereby acknowledge receipt of the document titled "Amended and Restated Declaration of Restrictions for Meadow View Heights" ("Declaration") and hereby approve and consent to be bound by the covenants, conditions and restrictions of said Declaration and consent to the recording of said Declaration against the aforementioned Lot as covenants and/or equitable servitudes running in perpetuity.

DATED this ___ day of _____, 2018.

By: _____

By: _____

STATE OF _____)

:ss.

County of _____)

On this ___ day of _____, 2018, personally appeared before me _____, the signer of the foregoing instrument, who is personally known to me (or satisfactorily proved to me), who duly acknowledged before me that he/she is the record owner of the above described Lot or the duly authorized representative or agent of the owner of the above described Lot.

Notary Public

STATE OF _____)

:ss.

County of _____)

On this ___ day of _____, 2018, personally appeared before me _____, the signer of the foregoing instrument, who is personally known to me (or satisfactorily proved to me), who duly acknowledged before me that he/she is the record owner of the above described Lot or the duly authorized representative or agent of the owner of the above described Lot.

Notary Public