

DECLARATION OF COVENANTS AND BUILDING RESTRICTIONS OF KILLPACK SUBDIVISION

WHEREAS, KIM W. KILLPACK, of Springville, Utah, "Declarant", is the record owner of the following described property located in Springville, County of Utah, State of Utah:

All of Lots 15 through 22, inclusive, Plat "D", Killpack Subdivision, Springville, Utah, according to the official plat thereof on file in the office of the Recorder of Utah County, Utah.

WHEREAS, it is the desire of the Declarant to subdivide into lots for the purpose of sale and to restrict the use of the above described real property, and for this purpose executes these covenants and building restrictions.

NOW THEREFORE, all of the land described above is held and shall be conveyed subject to the restrictions and covenants hereinafter set forth, and all persons and entities who hereafter own or have any interest in any lot in said subdivision shall take and hold the same subject to these restrictions and covenants with the other owners, their heirs, successors and assigns.

1). RESIDENTIAL AREA COVENANTS:

A. *Dwelling Quality and Size.*

A1. All of the lots shown on the subdivision plat shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two (2) stories in height in addition to a basement and private garage for not less than two (2) cars and not more than three (3) cars. Detached garages or "shops" and carports will be allowed only if approved by the Architectural Control Committee and if the architecture and exterior materials used are compatible with the adjoining home.

A2. For single-story dwellings, the finished area above grade will not be less than one thousand one hundred (1,100) square feet exclusive of open porches and garages.

A3. For a two (2) story dwelling, the finished area above grade will not be less than nine hundred (900) square feet on the main level and eight hundred sixty four (864) square feet on the upper level exclusive of open porches and garages.

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A4. For multilevel or split-level dwellings, the ground or main level and the next level up, together will be not less than one thousand one hundred (1,100) square feet finished exclusive of open porches and garages.

A5. All dwellings must also meet Springville City specifications and code interpretations as to ground floor area.

A6. All roof material must be of either wood shake or asphalt shingles or as approved by the Architectural Control Committee. All roofs must have a minimum of a 4/12 pitch.

A7. The exterior material of each structure shall consist of brick, rock, stucco or siding or a combination thereof. Siding must be aluminum, steel, vinyl, wood or a composite hardboard (masonite, abitibi, etc.) and must be pre-finished or painted and kept maintained. The Architectural Control Committee shall reserve the right to require the use of certain materials based upon the design or plan submitted and may limit the use of sidings. Log homes and pre-fabricated or preconstructed homes will not be allowed.

- B. *Mail Boxes.* Upon each lot which a home is constructed the owner shall install, at their own expense and within 30 days of completion of said home, a mail box which must conform to Architectural Control Committee standards as to size, style and location. Installation of mail boxes must conform to all postal and local regulations. Mail boxes must be placed on the back of the curb.
- C. *Landscaping.* Within one year after completion of construction of any dwelling house on any lot, the owner of said lot shall landscape the front yard, including grass, trees, shrubs, flowers, etc., and within two years after such construction the owner shall landscape the backyard. Chain-link fencing must be approved by committee prior to placement.
- D. *Vehicle Restrictions.* No motor vehicle shall be constructed, reconstructed or repaired within the properties and not dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine shall be stored on any lot in a manner that is visible by others; provided, however, that the provisions of this section shall not apply to emergency vehicle repairs.

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- E. *Clotheslines.* No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on any lot in a manner which is visible from any neighboring lot.
- F. *Antenna and Similar Devices.* No owner shall place any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of any building within the properties unless architectural approval is first obtained. Furthermore, no activity shall be conducted on any lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring lot.
- G. *Burning.* There shall be no exterior fires whatsoever except barbecue fires located only upon the Owner's lot and contained within receptacles designed for such purpose.
- H. *Architectural Control.* No buildings, including but not limited to residences, storage sheds, dog houses, or other structures of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. No residence dwelling shall contain less square footage than the minimums set forth in the Declaration, unless by reason of lot size, setback lines, etc. the Architectural Control Committee shall approve a lesser amount.

2). ARCHITECTURAL CONTROL COMMITTEE:

- A. *Membership.* The Architectural Control Committee shall be composed of declarant and two other individuals of its choosing who may or may not be lot owners. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration.

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From and after completion of said subdivision, the then record owners of a majority of the lots within the subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee and any of its powers and duties.

B. *Procedure.* All plans and specifications submitted to the committee must be submitted in duplicate and accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval or disapproval and the date thereof affixed to one copy of such plans and specifications. In the event the committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval will not be required and the related covenants herein shall be deemed to have been fully complied with.

C. *Amendments or Modifications.* The Architectural Control Committee specifically reserves the right to amend, modify, cancel or otherwise change these covenants and building restrictions in a written and recorded form and to withdraw any portion of the property herein described at its discretion.

3). ENFORCEMENT.

Enforcement of these covenants and restrictions shall be by proceedings at law or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained with this Declaration. Action may be brought by any property owner in the subdivision.

4). NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or otherwise kept on any lot, with the exception of a reasonable number of household pets. No lot shall be used or maintained as a dumping ground for rubbish or debris. No structures of a temporary nature nor any trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter adjacent to owners property and will repair any damage thereto related to construction or otherwise. Each owner is responsible for snow removal from city sidewalks adjacent to owners property.

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5). TERM.

These covenants to run with the land for a period of twenty five (25) years from the date of recording, provided, however that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless an amendment to or revision of this instrument is executed as defined herein.

Dated the 24 day of Nov, 1999.

[Signature]
KIM WILLIAM KILLPACK

[Signature]
RUTH B. KILLPACK

[Signature]
ROBERT E. PEAY, TRUSTEE OF
THE PEAY PROFIT SHARING TRUST

STATE OF UTAH)
 ss.
COUNTY OF UTAH)

On the 24 day of Nov, 1999, personally appeared before me KIM WILLIAM KILLPACK, RUTH B. KILLPACK AND ROBERT E. PEAY, TRUSTEE OF THE PEAY PROFIT SHARING TRUST, the signers of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

My commission expires:

Residing at:

4167 N. 430E
Provo UT 84604

