

**Protective Covenants and Building Restrictions
for Keeneland Park
Plat A**

The undersigned owners of the following described property, Lots 1 through 17 of Keeneland Park, Lindon, Utah, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts may be put, hereby specifying that the said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding upon all of the parties and all persons claiming under them, for the benefit and protection of all property owners.

1. Dwelling Quality and Size

- a. All of the lots listed above shall be used only for residential purposes with the exception of Lot 1 which shall be used as a water detention area for the subdivision. All houses shall include a garage for not less than two (2) cars. No house shall be erected, altered, placed or permitted to remain on any lot other than on (1) single-family house, not to exceed two (2) stories in height above grade.
- b. For a rambler, the finished area above grade will not be less than two thousand (2,000) square feet. Ramblers must include a basement containing at least eighteen hundred (1,800) square feet. Two-story houses must have a minimum of twenty-six hundred (2,600) square feet above grade with no less than fourteen hundred (1,400) square feet on the main level. Square footage for garages, porches, patios, carports, and basements (with the exception noted above) is not to be included in the total number of square feet.

2. Specifications

- a. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite, and must be approved by the Committee in advance of the commencement of construction. Designs shall be limited to those prepared by licensed architects or by designers of outstanding ability whose previous work may be considered by the committee as a part of the approval process.

The Architectural and Landscape Committee shall approve or disapprove plans, specifications, and details within fifteen (15) days from the receipt thereof; the plans and specifications shall be deemed

approved should the Committee fail to respond within said fifteen (15) days. Upon approval, the plans and specifications and details with the approval endorsed thereon, shall be returned to the person submitting them. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions. Further, if the design, color scheme, or building materials are not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications, or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any one of the property owners of the subdivision, then the Committee shall have the right to disapprove said plans, specifications, or details. The decisions of the Committee shall be final, subject to veto by a two-thirds (2/3rd's) vote of all the property owners, based on one vote per platted and recorded lot.

- b. All lots will incorporate the following entities as part of their landscape and home design: Fenced rear and side yards; front yard lights to be installed behind sidewalk on front entrance to drive approach. Fences and yard lights shall be installed no later than eighteen (18) months from the time first ground is broken for the structure. See Fencing and Landscaping specifications later in this document.
- c. No aluminum siding (except for soffit and fascia) may be used. Other high quality siding will be considered by the architectural committee for approval. All roofs must be of cedar shake, tile, or asphalt or fiberglass self-tabbing shingle, minimum of 325#, equal to GAF Timberline. The pitch of the roof should be a minimum 3/12.

3. Maintenance

- a. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building material and debris shall not be permitted to accumulate.
- b. 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 within the

property lines of the lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property lines.

- c. Unless otherwise approved in writing by the Committee, construction of the primary dwelling must be completed, construction materials and equipment removed and the ground graded within fifteen (15) months from the time ground is broken for the structure.
- d. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such manner as to not detract from the Subdivision as a whole. All homes must subscribe to city garbage disposal service.
- d. Sidewalk, parkway, curbs, and gutters must be kept clean, unobstructed, and in good repair.
- e. It is the responsibility of the land owner to repair any sidewalk that is cracked or broken during construction due to heavy machinery, cement trucks tracts, etc., or by any other means.

4. Building Location

All buildings must be set no nearer than 30 feet to the front line, 30 feet to the back line, or 30 feet to any side street. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building, or of a lot to encroach upon another lot.

5. Easements

All easements shall be adhered to as shown on recorded plat. All power and telephone lines must be run underground.

6. Oak Brush

Property owners shall try to retain as much of the existing oak brush as possible to preserve the natural beauty of the area. The removal of any oak brush will be subject to the approval of the Architectural and Landscape Committee.

7. Fixtures

Roof fixtures of any kind, swamp coolers, antennas, etc., must be placed on the back side of roof so as not to be seen from front street.

8. Storage Tanks

No tanks used for storage may be maintained above the surface of the ground without the permission of the Committee.

9. Activities

No offensive or noxious activities, which may become an annoyance or nuisance to the neighborhood, shall be allowed. No in-home businesses may be operated that would cause excessive noise, traffic or parking in front of other property owners homes. No commercial activity of a permanent nature may be conducted within the subdivision without the express written consent of the Committee.

10. Signs

No signs, billboards, or advertising may be erected or displayed on any lots, except a single sign not more than 2 x 3 feet in size advertising a specific lot or house for sale or home for rent, except such signs that are deemed necessary by the original owner/developer of the subdivision.

11. Temporary Structures

No temporary structures, tents, trailers, etc., shall be used at any time as a residence, either temporarily or permanently.

12. Detached Buildings

Any detached accessory building on the lots shall conform in design and materials with the primary residential home on the lot, except if otherwise approved by the Committee.

13. Fencing

Chain link fencing shall not be allowed except per Lindon City requirements along the canal. No fence, wall, hedge, or other dividing structure higher than 3½ 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 unless approved by the Committee. All fences must be approved in writing by the Committee before installation.

14. Vehicles

ENT45534 BK 2994 PG 120

No inoperative auto shall be placed or remain on the lot or street for more than 48 hours. No commercial type vehicles shall be stored on any lot. All RV's, boats, trailers, etc., shall be stored behind the front yard setback and screened from street view as much as possible. Sufficient side yard gate access should be planned and provided for recreational vehicles on the side and rear yards.

15. Animals

Dogs, cats, and other domesticated household pets may be kept provided that they are not kept or maintained for any commercial purpose, provided further that all pets kept outside must be restrained in a humane and sanitary manner.

16. Landscaping

Landscaping, including grass and some shrubs, must be completed within eighteen (18) months from the time first ground is broken for the structure. One thousand dollars (\$1,000) shall be placed in escrow by the land owner when the lot is purchased and must be kept there until landscaping is completed.

17. Architectural Control Committee:

- a. Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural and Landscape Committee shall consist of not less than three nor more than five 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.
- b. 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, they shall be disqualified to serve and the Committee shall declare a vacancy.
- c. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a two-thirds vote of the property owners. No Committee member shall serve for more than five years unless no other residents are willing to serve.

- d. So long as the Committee members carry out their responsibilities hereunder in a reasonable manner, they shall incur no liability, cost or expense arising out of the claims of any property owner.
- e. Membership on the Committee shall be limited to property owners only, so long as at least three property owners consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual(s) may be voted upon for membership on the Committee.

18. 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
- 2. Final Plans of proposed residences
- 3. Planning problems or complaints by property owners

That Committee shall act within fifteen (15) days on any of the above, and place its action in writing to be held as permanent record by the Committee, with copies to parties concerned and on file.

19. Arbitration

- a. Any controversy, claim or dispute arising out of or relating to this contract or any breach hereof, shall, if not settled within fifteen (15) days from the date of receipt of written demand for arbitration by either party, be settled by arbitration in accordance with the construction arbitration rules of the American Arbitration Association then in force and effect to the extent not inconsistent herewith. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and the award rendered by the arbitrators shall be final and binding. Judgement upon the disputes rendered by the arbitrators may be entered at any court having jurisdiction thereof.

- b. In all claims, controversies or disputes arising out of or relating to this contract or any breach thereof, Keeneland Park Development agrees to the consolidation of all parties to said claims, controversies or disputes and to the consolidation of arbitration of the same and shall require all subcontractors and suppliers to participate in such arbitration proceeding to the extent they may be necessary or proper parties.

20. General Provisions

- a. Except as otherwise provided, this Declaration can be amended at any time by a written instrument executed in recordable form by not less than two-thirds (2/3rds) of the property owners within the Subdivision.
- b. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.

In WITNESS WHEREOF, the Declarants, undersigned, have executed this Agreement as of the 19th of July, 1991.

By: *Jeffrey Acerson*
Jeffrey Acerson
Keeneland Park Owner and Developer

Karen L. Acerson
Karen L. Acerson
Keeneland Park Owner and Developer

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 19th of July, 1991, personally appeared before me, a Notary Public in and for the State of Utah, JEFFREY ACERSON and KAREN L. ACERSON, who represented to me they were the owners and developers of the Keeneland Park subdivision, the signers of the above instrument.

Wilma M. Taylor
NOTARY PUBLIC

Residing in *Lindon, Utah*
My Commission Expires *2/10/95*

