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LuAnn Adams - Filed By dl
Box Elder Co., UT
For KIRKLAND INVESTMENT

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**PROTECTIVE COVENANTS
COVERING KIRKLAND SUBDIVISION NO. 5**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the present owners of all the lots, pieces and parcels of land embraced within the area hereinafter specifically described; and

WHEREAS, said area comprises an exclusive residential subdivision of the City of Garland, Box Elder County, Utah;

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners, and the premises to which these restrictive covenants shall attach are specifically described as:

All of KIRKLAND SUBDIVISION NO. 5, in the City of Garland, according to the official plat thereof, as filed with the County Recorder, records of Box Elder County, Utah.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and an attached garage for not less than two cars and no more than four cars.
2. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing subdivision land use and building, including all landscaping, grading and drainage of the land in each owner's lots. All must be completed so as to comply with flood control requirements of the subdivision and the individual lots therein.
3. All construction is to be of new materials. Dwellings must be SITE-BUILT in accordance with UNIFORM BUILDING CODE REQUIREMENTS. Off-site and/or manufactured housing shall not be permitted. Used brick may be used with prior written approval of the Architectural Control Committee.
4. The exterior design showing finished materials must be prepared and the renderings and elevations submitted to the Architectural Control Committee for prior approval. Plans shall also show the location of the structure on the lot and show the topography and finished grade elevation.
5. No excavation for stone, gravel, or earth shall be made except for walls, basements, or cellars of dwellings.
6. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall

apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The Architectural Control Committee shall approve fences and walls. No fence, wall, or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum setback line.

7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1900 square feet (main living area) for a multi-level dwelling. All dwellings shall be constructed with a minimum of 50% of the front of the dwelling being constructed with brick, stone, or masonry. The balance of the front shall be stucco. The other three sides of the dwelling may be sided with vinyl or aluminum.
8. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. The minimum side-yard requirements shall be in accordance with Garland City ordinances.
9. Easements for installation and maintenance of utilities are reserved and shown on the recorded plat of the subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
10. No lot shall be re-subdivided without the consent of all property owners within the subdivision.
11. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
13. No sign of any kind shall be displayed to the public view on any lot except one professional sign that is approved by Garland City and meets their requirements or a sign of not more than five square feet advertising the property for sale or rent, or signs used by the developer or builder to advertise the property during the construction and sales period.
14. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot. No derrick or other structure for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, with the exception that dogs, cats or household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and comply with Garland City animal control ordinances.

- 16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such material shall be kept in clean and sanitary conditions.
- 17. The Architectural Control Committee is composed of Brent Kirkland and Mary Kay Kirkland. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. At any time, the current owners of record of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.
- 18. All lots are subject to the ordinances of Garland City and where the ordinances of Garland City are more restrictive, they shall supersede the requirements of these covenants, and all owners shall be required to conform to the ordinances of Garland City.
- 19. These covenants may be amended by a vote of three-fourths of the property owners. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 20. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
- 21. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.


These covenants hereby entered into and agreed to by the owner(s), which shall continue in force for any and all future owners, duly executed this 23rd day of May 2006.

KIRKLAND INVESTMENT, INC.

By: 
Brent A. Kirkland, President

State of Utah, County of Box Elder) ss

On this 23rd day of May 2006, personally appeared before me, BRENT A. KIRKLAND, who did say that he is the PRESIDENT of KIRKLAND INVESTMENT, INC., the signer of the within instrument, who duly acknowledged that he executed the same in behalf of said Corporation, as duly authorized, and that said Corporation executed the same.


Notary Public in and for said Co. & State

