

**MOYLE ESTATES**  
**DECLARATION OF PROTECTIVE COVENANTS**

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ENT 45285 BK 3720 PG 695  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1995 JUL 14 4:11 PM FEE 28.00 BY JD  
RECORDED FOR AFFILIATED MOYLE TITLE COMPANY IN  
AFFILIATED

This Declaration, made the 28th day of June 1995, by James as follows:

James L. Moyle & N. Jane Moyle are the owners of real property in the County of Utah, State of Utah, described as:

Lots 1-15, Moyle Estates Subdivision  
Alpine, Utah

Title to all of the above mentioned lots may be sold only subject to these protective covenants.

**ARTICLE I**  
**ARCHITECTURAL CONTROL**

**Section 1: Building Type.** No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family dwelling. Every dwelling shall have a minimum area above ground of two thousand (2,000) square feet for a single level residence and two thousand eight hundred (2,800) square feet above ground for a two-story. Homes of multiple levels will be considered on a case by case basis.

**Section 2: Temporary Structures.** No trailer, basement, tent, shack or other outbuilding shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

**Section 3: Front Yard Requirements.** The minimum depth of the front yards for dwellings and for private garages shall be thirty-five (35) feet from the property line. Exceptions may be granted to such requirement and the front yard minimum depth may be reduced to thirty (30) feet upon showing special circumstances. All other setback requirements to meet Alpine City ordinances.

**Section 4: Garages, Driveways, and Fences.**

(1) Every dwelling must have a minimum of a two (2) car garage with the roof of the garage attached to the dwelling. The door(s) of the garage shall open away from the street. Exception to this section may be granted for cul-de-sac lots.

(2) Driveways for dwellings must be large enough to accommodate two (2) parked automobiles.

(3) Fences shall be of the vinyl 3- or 4-rail construction. Small areas may be fenced with wood fence for screening, but must be approved.

**Section 5: Architectural Guidelines.**

(1) Harmony in building. The exterior material of all dwellings shall be either brick, stone, stucco and cast stone. No siding.

(2) Any outbuilding must be of the same material and architecture as the home.

**Section 6: Animals.** One large animal will be permitted per lot, such as horse, cow or sheep. All Alpine City Animal Ordinances must be complied with.

**GENERAL PROVISIONS**

**Section 1: Enforcement.** Any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or inequity all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendments thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation.

**Section 2: Acceptance of Restrictions.** All purchases of property described above shall, by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, are hereby conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

In witness whereof, the undersigned have executed this instrument the day and year written.

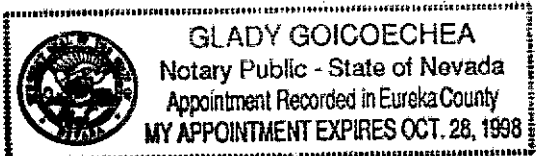
*James L. Moyle*  
James L. Moyle

*N. Jane Moyle*  
N. Jane Moyle

State of ~~Utah~~ *NEVADA*

County of ~~Utah~~ *ELIABETH*

On the 8th day of July, 1995, personally appeared before me James L. Moyle and N. Jane Moyle, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



*Gladys Goicoechea*  
Notary public

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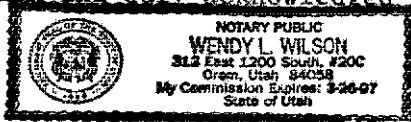
\_\_\_\_\_  
Jim Moyle

\_\_\_\_\_  
Jane Moyle

*Lone Peak Investments, LLC*  
*By Philip D. Barker*

*Janine A.C. Barker*

State of Utah, Utah County;  
On the 7th day of July, 1995, personally appeared before me Philip D. Barker & Janine A.C. Barker, who being by me duly sworn did say, each for themselves, that they are the members/managers of Lone Peak Investments, L.L.C., a Utah Limited Liability Company & that the within & foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.



*Wendy L. Wilson*  
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Notary public