

Mayfair Estates Summary Declaration of Easements, Covenants and Restrictions

Purpose: This is a layman summary for quick reference of the master documents and is not intended to replace or interpret any of the language. For the exact language, all must refer to the original “Declaration of Easements, Covenants and Restrictions for Mayfair Estates” dated August 8, 1988 before making any legal or compliant changes to your Lot or residence.

The reference to “Declarant” in the master document, is no longer in force, with all individual Lots having been transferred to other owners.

Section One: Definitions – Provides definitions for commonly used terms in the document.

Section Two: Formation of Association – Defines the timing for the formation of the association.

Section Three: Membership and Voting Rights – As of this date, all homeowners are Class A members and we have no Class B member.

Section Four: Assessments – This section lays out the obligations, purpose, rate division, budget, nonpayment remedy (lien), and deed acceptance of the Association and its members.

Section Five: Covenants and Restrictions – This is the main section defining what a homeowner within Mayfair Estates must do to comply with the declaration and restrictions.

- Each lot used only for single family private residence to include private office or studio as long as any activity does not interfere with the quiet enjoyment or comfort of any other owner and complies with all local zoning ordinances.
- Mailboxes and mail box holders shall be uniform in design (wood clad). Black/Brown, etc. and tasteful. Ask HOA for approval.
- No noxious or offensive activity shall be conducted or permitted.
- No lot shall be further subdivided.
- No trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence,
- The value of any home constructed must be a minimum of \$222,000 (in 2015 dollars) and up using CPI going forward.
- The living area of any two-story home shall be not less than 2000 square feet of living area.
- The living area of any one-story home shall be not less than 1800 square feet of living area.
- Garages must be a minimum size to house two full size automobiles and must be attached to the main dwelling.
- Each building shall have a side yard along each lot line with a minimum setback from the lot lines of at least 15 feet. Corner lots must comply with setbacks stipulated on the recorded plat and no shrubbery shall be closer than the allowed setback.
- No fence or wall shall be erected closer to the street than the front building line. A fence may be erected for the purpose of protecting a swimming pool or dog-run provided they are located in the rear of the lot and plans are submitted and approved by the HOA
- The exterior of the dwelling shall conform to: (i) a minimum 4/12 roof pitch, (ii) the foundation above grade must be faced with brick or stucco, (iii) substantial duplication of exterior characteristics of another dwelling within five lots will not be permitted.
- No outdoor clothes drying areas permitted.

- No unsightly growth such as weeds, underbrush, or the like shall be permitted. Natural wooded areas are allowed to remain provided they are aesthetically pleasing.
- Ditches and swales in front of a lot will be kept clean and free of trash, obstructions, weeds and bushes by the homeowner. The Association has the right to remedy any failure after a ten day written notice to the homeowner. Entrance onto such Owner's lot for such purpose shall not be deemed a trespass and the expense of such work shall be levied against the offending lot owner by assessment against the lot.
- No building shall be erected more than two and one-half stories.
- Not more than one building shall be constructed on a lot.
- No tractor, trailer, truck, unlicensed vehicle, boat or recreational vehicle may be stored on a lot unless in a garage, or parked temporarily in the open for no more than 72 hours.
- No satellite dishes, television towers, radio towers or earth stations (excluding ordinary rooftop television antennas not extending more than six feet above the roof ridge line) shall be permitted
- All fuel storage containers on a lot must be placed within the dwelling or underground.
- No rubbish, trash, garbage or waste material shall be kept or permitted on any lot except in sanitary containers which shall be placed within the enclosed areas, concealed from public view.
- Each owner shall keep his lot and streets free of accumulation of dirt and debris occasioned by work on or around the Lot by such Owner, his contractor or their agents.
- Lawns shall be kept properly trimmed at all times. No grains of the garden or field variety shall be grown. Vegetables may be grown on a Lot, provided they are not for commercial purposes and restricted to the rear of the Lot in an area not to exceed 400 square feet and no closer than 20 feet from a Lot line.
- All driveways on a lot must be concrete or blacktop and installed immediately upon occupancy between May 15 and Nov 15 or by May 15 should occupancy fall outside those dates.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats and other common household pets not kept, bred or maintained for commercial purposes.
- Each Owner shall, at his sole cost and expense, maintain and keep his dwelling in a state of good repair.
- If all or any portion of a residence on a Lot is damaged or destroyed by fire or other casualty, then the Owner shall promptly rebuild, repair or reconstruct such residence or raze the structure, remove all rubble and debris, fill in any basement or evacuation areas with clean fill and grade the Lot.
- Each Owner and Builder, and Declarant and Association, shall maintain the ditches, storm sewers, culverts, water retention areas and basins, swales, and grading of the Lots and Common Areas owned by them in accordance with the Subdivision improvement plans approved by the local authorities.
- No Owner or Builder, nor the Association shall release, store, buy or permit the release of any Hazardous material nor release or permit the release of any petroleum, oils, phosphates or paints into any of the drainage ditches, lakes, ponds, or water retention basins. Fertilizers, herbicides, and pond or lake cleaning and clearing substances may be applied in accordance with federally or state permitted release or application permits or exceptions.

Section Six: Duties and Powers of the Association and Declarant – This section defines the duties of the Association such as:

- The maintenance of entrance common areas, and island.
- The Association may perform owner obligations after 14 day written notice and charge the owner via special assessment.
- The enforcement of owner maintenance of drainage ditches and the Association’s obligation to maintain all common ponds and lakes.
- The Association shall pay all taxes and assessments on the common areas, if any, since those areas have been divided up over all Lots for tax purposes.
- The Association shall pay for all insurance it considers appropriate.
- The Association, through its Board, shall provide for the management and supervision of the operation of the common areas.
- The definition of power and authority to enforce the Declaration, Covenants, and Restrictions.
- No encumbrance on any common area.
- Approval rights over grading, landscaping and construction plans submitted by Owner to Board with notice returned by board within seven days. The Board suggests that plans be submitted electronically to Info@mayfairlakes.org and responses and subsequent correspondence will be to the email address associated with the original submission to speed the process, but the official Notice vehicle is in writing

Section Seven: General Provisions – This sections helps define some general initial and on-going provisions such as:

- Initial development and signage
- Utility easements – five feet from side lots, 10 feet from front and back Lot lines
- Water retention basin and Drainage easements
- Landscaping – being completed within six months of buyer possession.
- Notice definition – to be in writing.
- Amendment – Declaration can be modified by 60% or more of voting members and their mortgage holders.
- Annexation – additional land could be annexed with 65% approval

List of Exhibits

Articles of Incorporation

Bylaws – Defines elements of meetings (annual, special, etc.), notice process, location, term of office, Board elections, Board powers and duties,

First Amendment to the Bylaws – April 8, 1997

- Adjusted a quorum count for any meeting from 25% to 10% in the paid-in-full members of the association. As of August 24, 2015 would be 10% of 196 Lots, less those not paid-in-full; roughly 18 to 20.

- Further defined the Board of Trustees, selection and term of office.

Second Amendment to the Bylaws – April 8, 1997

- Further defined the term of office of the Board; all being two-year terms with President and Treasurer being staggered by one year from the office election of Vice President and Secretary.
- Further defined Compensation for the Board

Third Amendment to the Bylaws - April 2011

- Defines HOA voting members and use of proxy votes ad quorum.

Fourth Amendment to the Bylaws - June 2022

- Defines out-building size.

Fifth Amendment to the Bylaws - June 2022

- Defines HOA board positions that have their annual fees waived.