

# **PROTECTIVE COVENANTS & RESTRICTIONS FOR MAYFIELD ESTATES SUBDIVISION PHASE IV**

**KNOW ALL MEN BY THESE PRESENTS:**

**Mayfield Estates Phase IV LLC. With J.L. Larson, Sarah Larson, William Kay Christiansen, and Charlotte L. Christiansen equal members, of Mayfield, Sanpete County, State of Utah, are the owners of the following described property located in Sanpete County, State of Utah, to wit:**

**LOTS: 21,22,23,24,25,26,27,28,29,30,31,32,33, 37,38,39,67,68,69,70,71,72,73,74 AND ALL ROADS, MAYFIELD ESTATES PHASE IV SANPETE COUNTY MAYFIELD TOWN. ACCORDING TO THE OFFICIAL PLAT OF RECORD IN THE SANPETE COUNTY RECORDERS OFFICE, MANTI UTAH.**

**NOW THEREFORE, said owners hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used occupied and improved subject to the following limitations restrictions, and covenants all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands, and are established and agreed upon for purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the Grantees therein, and their heirs, executors, administrators, successors, and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or counted in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to wit:**

## **ARTICLE 1- GENERAL RESTRICTIONS**

### **1. DWELLING CONSTRUCTION and SIZE:**

**A. MUST BE "STICK BUILT" ON SITE.**

- B. MUST BE AT LEAST 1500 SQUARE FEET ON THE MAIN FLOOR (UNLESS APPROVED OTHERWISE). 2 CAR GARAGE WITH DOORS ATTACHED, OR UNATTACHED TO BLEND WITH HOME.**
- C. ROOF PITCH MUST BE A MINIMUM OF 5 ½.**
- D. ALL HOME AND OUTBUILDINGS MUST MEET CITY OFFSETS AND SETBACK AND REQUIRE COUNTY APPROVED BUILDING PERMITS.**
- E. ALL HOMES MUST BE COMPLETED WITHIN 12 MONTHS OF START DATE. ALL DETACHED STRUCTURES NEED TO BE COMPLETED WITHIN 6 MONTHS ( AGAIN,**
- F. ANY DETACHED BUILDINGS MUST BE APPROVED BY DEVELOPER).**
- G. HOME MUST HAVE 100% BRICK, STUCCO, ROCK, OR HARDY BOARD, UNLESS OTHERWISE APPROVED. A FULL LOG HOME IS ALLOWED. SOFFIT AND FASCIA MAY BE DONE WITH ALUMINUM SIDING. METAL ROOF IS ACCEPTABLE. DECORATIVE ROOF IS ACCEPTABLE.**
- H. ALL DEBRIS FROM BUILDING MUST BE CLEANED UP WITHIN ONE MONTH OF FINAL INSPECTION.**

## **2. LANDSCAPING AND NUISANCES:**

- A. LANDSCAPING FROM THE BACK OF THE HOUSE ON THE SIDES AND THE FRONT OF THE HOME MUST START 6 MONTHS FROM THE CLOSE OF THE HOUSE AND BE FINISHED WITHIN 12 MONTHS OF THE CLOSING OF THE HOME.**
- B. ALL NON-RUNNING VEHICLES MUST BE KEPT IN GARAGE ( LIMIT ONE PER HOUSEHOLD).**

**C. NO UNSIGHTLY COLLECTIONS OF PERSONAL ITEMS OUTSIDE OF STORAGE SHED OR GARAGE SHALL BE ALLOWED.**

**3. ANIMALS- DWELLING FOR ANIMALS TO BE APPROVED BY DEVELOPER.**

**A. PER CITY CODE.**

**4. ALL LOTS WILL HAVE THE OPTION OF MAYIELD IRRIGATION WATER STOCKS AT THE TIME OF LOT PURCHASE.**

## **ARTICLE 2 – DURATION, ENFORCEMENT, AMMENDMENT**

- 1. DURATION OF PROTECTIVE COVENANTS:** All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in force and modification provided for in the Article, thereafter for successive periods of twenty years each without limitation, unless a written agreement is executed by more than two-thirds of the recorded owners in the area of said property with one vote per lot and lot owner, exclusively by street, by terms with agreement any of said conditions or covenants are changed, modified, or extinguished in whole or in parts as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.
- 2. CONSTRUCTION AND VALIDITY OF RESTRICTIONS:** All of said conditions, covenants, restrictions, and reservations contained in this declaration shall be construed together, but the invalidation of one or any part thereof, by court order or otherwise, shall in no way effect the validity of the remaining part of any other part, and the same shall remain in full force and effect.
- 3. ENFORCEMENT:** As to each lot owner, the restrictions, conditions, and covenants shall be covenants of equitable servitude and the breach of any thereof and the continuance of such breach may be enjoined, abated, or

remedied by appropriate proceedings by such owner of other lot or parcel in said Mayfield Subdivision, every act or omission whereby any restrictions, condition, or covenant is violated in whole or in part being hereby considered and to be a nuisance. Failure by any property owner of their legal representatives, heirs, successors, or assigns to enforce any of said restrictions, condition, covenants, or reservations, shall in no event be deemed a waiver of the right to do so thereafter. Any property owner, their successors and assigns, shall be entitled to recover costs and legal expenses incurred in giving force and effect to the terms hereof.

4. **PUBLIC UTILITY EASEMENTS:** Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on the plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the Public Utility Easement (PUE). The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures within the PUE or any obstruction which interferes with the use of the PUE.
5. **ASSIGNMENT OF POWERS:** Any and all rights and powers of the owners referred to herein may be delegated, transferred or assigned. Wherever the term "Owners" is used herein, it includes assignees or successors in the interest of said owners.

**IN WITNESS HEREOF, the undersigned have set their hands hereunto this**

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**STATE OF UTAH**

**COUNTY OF SANPETE**

**On this day personally appeared before Mayfield Estates Phase IV LLC. (J.L Larson, Sarah Larson, William Kay Christiansen, Charlotte L. Christiansen, all equal members) to me shown the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposed therein mentioned. Given under my hand and this official seal this**

  

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**Notary Public**

**Residing at:**

**Commission Expires:**

2024



APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ BY  
THE MANITOBA TOUR PLANNING & TRAVEL COMMISSION

