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**SUPPLEMENTARY DECLARATION  
&  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR CARRINGTON PLACE  
SECTION NINE (9),  
A RESIDENTIAL COMMUNITY TO THE CITY OF NORMAN,  
CLEVELAND COUNTY, OKLAHOMA.**

THIS SUPPLEMENTARY DECLARATION AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Carrington Place, L.L.C., an Oklahoma limited liability company ("Declarant").

**SUPPLEMENTARY DECLARATION**

**Whereas**, on April 28, 2000 there was filed in the Office of the County Clerk of Cleveland County a certain Owner's Certificate, Dedication and Reservation for Carrington Place Addition Section 1 recorded at Book 3158, Page 1014-1019, and

**Whereas**, on the same date there was filed in the Office of the County Clerk of Cleveland County certain Declaration of Association recorded at Book 3158, Page 1020-1025, and Article VIII of the Declaration of Association provides for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Carrington Place Addition Section 1 to Norman by way of a Supplementary Declaration, and

**Whereas**, Carrington Place, L.L.C., an Oklahoma limited liability company, by this governing document desires to include certain additional property thereto, all as set forth herein.

**Now therefore:**

1. Upon execution of this governing document and the filing of the same with the County Clerk of Cleveland County, all of Carrington Place Addition Section Nine (9) is made a part of the Carrington Place Property Owners Association, Inc. (the Association) and the

- Carrington Place Addition Section 1 according to the recorded plat thereto, and
2. Henceforth, all of Carrington Place Addition Section Nine (9) to Norman as described within Exhibit "1" hereto is made a part and parcel of, and shall be entitled to all the benefits or, and be required to comply with all the terms and conditions of the Declaration of Property Owners Association for Carrington Place Addition Section 1 recorded at Book 3158, Page 1020-1025 within the Cleveland County Clerk's Office, including but not limited to the payment of obligatory assessments to the Association.

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

In addition to the terms contained within the Declaration of Property Owners Association at Book 3158, Page 1020-1025 (the Section 1 Declaration), Carrington Place Addition Section 9 shall be subject to the terms, conditions, restrictions, covenants, and servitudes provided herein and the Articles of Incorporation and Bylaws of the Association (collectively, the Articles, Bylaws, Section 1 Declaration, Section 9 Declaration (the Declaration), the Rules adopted hereunder, and the Design Review Guidelines are the "Governing Documents").

The Declarant has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of Carrington Place Section 9 as a quality residential community. The property contained herein is made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Cleveland County, with Carrington Place Property Owners Association, Inc., a non-profit corporation having the right and obligation to enforce this Declaration.

The Declarant certifies that it has caused said property, designated aforesaid, to be surveyed into blocks, lots, streets, and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, rights of way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision, and reserves easements for installation and maintenance of utilities, and for drainage, within such subdivision, as shown on the recorded plat thereof. All lands so dedicated to public use are free and clear of all encumbrances.

### **Section 1 Creation of the Community.**

**1.1 Purpose and Intent.** Declarant, as the owner of the real property described in Exhibit "1," intends by the recording of this Declaration to create a general plan of development for the planned community known as Carrington Place Addition Section Nine. This Declaration provides a flexible and reasonable procedure for future expansion of Carrington Place Section Nine to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Carrington Place Section Nine.

**1.2 Binding Effect and Term.** All property described in Exhibit "1" and any additional property which is made a part of Carrington Place Section Nine in the future by

recording one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the land and title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of Carrington Place Section Nine, their heirs, successors, successors-in-title, and assigns.

This Declaration shall remain in effect for a term of 20 years from the date it is recorded. Declarant, the Association, any Owner and their respective legal representatives, heirs, successors, and assigns may enforce it. After such 20-year period, the Declaration's term shall automatically extend for successive 10-year periods unless 75% of the then Owners sign and record, within the year preceding any extension, an instrument which terminates, add to, or amends, in whole, or in part, this Declaration.

If any provision of this Declaration would be unlawful, void, or voidable by reason of applicability of the rule against perpetuities, such provision shall expire 21 years after the death of the last survivor of the now living descendants of the youngest living President of the United States having a descendant. Nothing in this Section shall be construed to permit termination of any easement, covenant, restriction, or obligation created in this Declaration without the consent of the holder of such easement, covenant, or restriction. Invalidation or modification of any part of this Declaration by judgment or court order shall in no wise affect any of the other provisions herein, and such other provisions shall remain in full force and effect.

**Section 2 Definitions.** The terms and their meanings defined within the Section 1 Declaration shall be used and incorporated herein. Further terms may be defined within this Declaration, or should be interpreted as the context reasonably requires.

## **Section 3 Architecture and Landscaping.**

**3.1 General.** The Architectural Control Committee (ACC) shall have primary jurisdiction over all matters of design review for all property in Carrington Place Section Nine. Unless the Architectural Control Committee delegates all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters. To assist with an Owner's navigation of the design review process and standards, the Architectural Control Committee adopts the Design Review Guidelines as initially set out in Exhibit "2," and the Application for Architectural Approval form set out in Exhibit "3" which both may be amended from time to time as provided in Section 1.3 to the Design Review Guidelines. The initial members of the ACC are Richard McKown, Vernon McKown, and Mike Deskin.

**3.2 New Construction & Modifications.** The ACC shall have exclusive oversight of all new construction within Carrington Place Section Nine, including but not limited to those elements defined as Modifications. The ACC shall have exclusive oversight over all modifications to existing construction within Carrington Place Section Nine, including but not limited to all exterior improvements, structures, and any appurtenances thereto or components thereof of every type and kind, and all landscaping features, including but not limited to buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar panels, painting or other finish materials on any visible surface, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks,

landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, sporting fixtures such as basketball goals, temporary sporting features such as temporary basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating, and water softening equipment (Modifications).

All residences shall be of new construction, and no residence, part of a residence, or garage may be moved from another area into the Properties. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any Lot.

Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage, contained in this Declaration and its Exhibits do not apply to those Lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single family use and comply with all the restrictions in this Declaration and Exhibits.

**3.4 No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Section (collectively, the "Reviewer") will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Declaration or the Design Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity ("Work") within the scope of this Section until the Work is completed, in which case it may be necessary to require changes to the improvements involved. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right of any Reviewer to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

**3.5 Variances.** A Reviewer may authorize variances from compliance with any guidelines and procedures (a) in narrow circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or (b) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require, but only in accordance with duly adopted rules and regulations. A variance may be granted only when special circumstances so dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing shall not constitute hardships.

**3.6 Limitation of Liability.** The standards and procedures established by this Section are intended as a mechanism for maintaining and enhancing the overall aesthetics of Carrington Place Section Nine; they do not create any duty to any Person. Review and approval of any application pursuant to this Section are made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements; or (iii) conformity of quality, value, size or design among Lots. Declarant, the Architectural Control Committee, the Association, the Board, and any committee,

or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work, or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Reviewer shall be defended and indemnified by the Association as provided under the Governing Documents or Oklahoma law.

**Section 4 - Maintenance, Repair, and Use of Lots.** Each Owner shall maintain such Owner's Lot, including all landscaping and improvements comprising the Lot, in a manner consistent with Carrington Place Section Nine Governing Documents, Carrington Place Section Nine Standard (being defined as the general level of maintenance and upkeep of a Lot representative of a first class residential community established by the Governing Documents and Design Review Guidelines) and all applicable covenants, unless, such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot.

Unless otherwise specifically provided in Carrington Place Section Nine Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with Carrington Place Section Nine Standard.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 9. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with Carrington Place Section Nine Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Further, each Lot shall be subject to the following structural and use restrictions, covenants, and servitudes:

1. All lots in said Addition are hereby designated as single-family residential building plots. No structure shall be erected, altered, placed, or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and private garage for not more than three, nor less than two automobiles, and other outbuildings strictly incidental to residential use of the plot.
2. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car, standard passenger pick-up, or SUV, shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the subdivision, except for such period of time as may be absolutely

necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside or street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car, passenger pick-up, or SUV. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may be a detached structure or trailer of any type be occupied, temporarily or permanently, as a residence.

3. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the purpose of any residential or commercial use.
4. The owner of each lot shall keep the lot, the Dwelling Unit, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed, and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with the Carrington Place Section 9 Standard.
5. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.
6. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the ACC.
7. No business or trade activity shall be carried on upon any residential lot. No obnoxious or offensive activity shall be carried on any residential lot. Nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household may be kept, provided they are not kept, bred, or maintained for commercial purpose.
10. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining Lots.

#### **4.1 - Specific City of Norman Agreements.**

**4.1.1 Association Maintenance of Common Area.** As provided elsewhere, the Association shall maintain all common areas and improvements thereon as well as all community entries and improvements thereon. In addition, all community screening fencing shall be maintained by the Association. The Association shall, at all times and

with reasonable notification, have a perpetual easement to enter upon individual lot owner's property for the purpose of maintaining said screening fencing. Should the Association fail to maintain these areas and improvements, the City of Norman may maintain such common areas and improvements according to the standards set out by the Governing Documents. Any expense incurred by the City of Norman in discharging the Association's duty of maintenance shall constitute a pro rata lien on each Unit within the Addition. This Section 14.2.1 may not be amended or modified without the written consent of the City of Norman.

**4.1.2 No Obstruction of Hydrants.** Nothing shall be done, either by act or omission, by the Association, Owner, or Person that would obstruct any fire hydrant visibility or access necessary in the normal course of emergency personnel duties. An Eight (8) foot radius of clearance shall be maintained at all times on all sides of each hydrant. This Section 14.2.2 may not be amended or modified without the written consent of the City of Norman.

**Section 5 - Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Lot to cover costs incurred in bringing a Lot into compliance with Carrington Place Section Nine Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests. Such Specific Assessment may be collected in the same manner as any other assessment provided for under the Section 1 Declaration or this Declaration.

**Section 6 - Easements.** No detached garage or other outbuilding shall be permitted in any easement reserved for utilities. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction or flow of drainage channels in the utility reserves, or which may obstruct or retard the flow to water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company, shall be the property owner's responsibility: ( a ) keep the easements, channels, and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and ( b ) to provide continuous maintenance of the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

**Section 7 - Dispute Resolution and Enforcement.** In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a

condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All unreimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

If the undersigned party, or any of its successors or assignees, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

**Section 8 - Amendment of Declaration.** In addition to any other specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, as long as Declarant owns one lot in Carrington Place Addition Section 9, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporations, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. Any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent of seventy five percent (75%) of the owners of the lots, and the consent of the Declarant so long as Declarant owns any property subject to this Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.



**Section 9 - Notices.** Each Owner shall register in writing their mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by certified mail. Postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 3812 Carrington Lane, Norman, OK 73072.

**Section 10 - Exhibits.** The Exhibits attached to this Declaration are incorporated by this reference and Exhibit "2" shall be amended as provided therein or in the provisions of this Declaration which refer to such exhibit.

IN WITNESS WHEREOF, the undersigned Declarant has executed the Carrington Place Section Nine Declaration and attached Exhibits the date and year first written above.

**CARRINGTON PLACE, L.L.C., - DECLARANT**  
An Oklahoma limited liability company

By: \_\_\_\_\_  
**Richard McKown, the Managing Member**

**ACKNOWLEDGEMENT**

State of Oklahoma    }  
                                  } ss  
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date of \_\_\_\_\_, 2009, personally appeared Richard McKown, known to me to be the identical person who executed his name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration.

Subscribed and sworn to before me  
The date next written above.  
My commission expires:  
\_\_\_\_\_  
My commission number is:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

**EXHIBIT "1"**

**LEGAL DESCRIPTION**

**CARRINGTON PLACE SECTION Nine**

**ALL OF CARRINGTON PLACE ADDITION SECTION 9 TO THE CITY OF  
NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE  
RECORDED PLAT THERETO**

**Exhibit "2"**

**Design Review Guidelines  
for Carrington Place Section Nine  
a residential community**

**DISCLAIMER**

All plans, dimensions, improvements, amenities, features, uses, specifications, materials and availability depicted herein are subject to change without notice. Any illustrations are for depiction only and may differ from completed improvements.

These Design Review Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these guidelines does not assure approval of any particular designs. Declarant, or ACC as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these guidelines.

These architectural guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Carrington Place Section Nine; they do not create any duty to any person. Review and approval of any designs may be based on aesthetic considerations only. Declarant, Carrington Place Property Owners Association, or the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, or for ensuring that every structure is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other owners of property in Carrington Place Section Nine. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use, and hereby disclaims any liability in connection with the use of this information.

**1. INTRODUCTION**

**1.1. Purpose.**

Carrington Place Section Nine is a planned community comprising real property within the City of Norman, Cleveland County, State of Oklahoma. The purpose of the Carrington Place Section Nine development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner’s investment. The purpose of the Design Review Guidelines (DRG) and Architectural Control Committee (ACC) is to meet the overall Carrington Place Section Nine purpose by assisting in the building design process. As a general rule, the DRG and ACC will not dictate any particular architectural style or hinder personal design preferences. The DRG and ACC will strive to maintain an aesthetic flow between the interrelated sections. Traditional design details may be incorporated in the DRG, but any styles that tend to disrupt aesthetic harmony will be discouraged.

**1.2. Scope.**

The Design Review Guidelines and Architectural Control Committee oversight apply to all Modifications, as defined in the Declaration. Modifications include new construction and the alteration of or additions to existing construction.

**1.3. Amendments.**

The Architectural Control Committee may amend, cancel, add to, modify, or otherwise change these Design Review Guidelines from time to time as necessary in the ACC’s sole discretion. The ACC shall send notice of any changes by mail to all Owners at least five business days prior to implementation of any new design guideline. Such mailing, or failure thereof, shall not relieve each Owner of their obligation to determine applicable design guidelines prior to making any new construction or Modification.

**1.4. Compliance with Local Law.**

The ACC is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law, or environmental agency compliance.

**1.5. Limitation of Liability.**

The ACC is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The ACC shall bear no liability and is not responsible for workmanship, safety, or quality of new construction or Modification based upon its review and decision of an application.

**2. DESIGN REVIEW PROCEDURES**

**2.1. Applicability.**

The Design Review Guidelines apply to all new construction and Modifications. Other examples include by illustration only antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding.

**2.2. Architectural Control Committee.**

Oversight of the DRG is vested in the Architectural Control Committee, unless otherwise delegated or assigned to an Architectural Review Committee. The ACC shall consist of at least three and no more than five persons appointed by and serving at the Board's discretion. Members of the ACC may include architects or similar professionals who are not Owners.

The ACC may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and Modifications shall take place in strict compliance with the Declaration, the Design Review Guidelines, and the application and review procedures promulgated by the Architectural Control Committee.

### **2.3. Review Fees.**

The ACC may establish a review fee schedule applicable to the oversight of administering the DRG.

### **2.4. Review Standards.**

As provided in the Governing Documents, the ACC shall approve any new construction or Modification only if it deems, in its discretion, that new construction and Modifications conform to and harmonize with the existing surroundings, residences, landscaping, and structures, and meets the requirements for such new construction and Modifications found in the Governing Documents, Design Review Guidelines, and procedures promulgated by the ACC.

The ACC evaluates all submissions on the merits of the application. Besides evaluation of the particular design proposal, this includes the consideration of the characteristics of the housing type and the individual site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Design Review Guidelines.

**Compliance with the Governing Documents.** All applications are reviewed to confirm that the proposed new construction or Modification is in conformance with the Governing Documents.

**Relation to the Natural Environment.** All applications are reviewed to confirm that the proposed new construction or Modification represents a positive or neutral effect on the surrounding natural environment. For example, fencing materials can have a deleterious effect on the feel of an open environment.

**Validity of Concept.** All applications are reviewed to confirm that the proposed new construction or Modification is sound in concept and appropriate to its surroundings.

**Design Compatibility.** All applications are reviewed to confirm that the proposed new construction or Modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color, and construction details.

**Location and Impact on Neighbors.** All applications are reviewed to confirm that the proposed new construction or Modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight, and ventilation. When new construction or Modification has particular impact upon Lots in the vicinity, the ACC may require the applicant to discuss the proposal with Lot Owners in the vicinity prior to the ACC making a decision on the application. The ACC may also require the submittal of comments from Lot Owners in the vicinity.

**Scale.** All applications are reviewed to confirm that the proposed new construction or Modification relates well to the size, in three dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

**Color.** All applications are reviewed to confirm that the proposed new construction or Modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity.

**Materials.** All applications are reviewed to confirm that the proposed new construction or Modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

**Workmanship.** All applications are reviewed to confirm that the proposed new construction or Modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

**Timing.** All applications are reviewed to confirm that the proposed new construction or Modification may be completed in a timely manner, whether an Owner performs such work themselves or contracts the work to be done.

## **2.5. Review Process for New Construction and Modifications.**

Prior to making application to the ACC, Owners are encouraged to meet with a representative of the ACC to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review Guidelines and applicable forms.

Prior to commencing any new construction or Modifications, an Owner shall submit to the ACC an application for approval in such form as the ACC shall require. An acceptable application appears at Exhibit "3". Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The ACC may require the submission of such additional information as may be reasonably necessary to consider any application. For consideration, the application must be received by the ACC before 5:00 p.m. five days prior to the scheduled meeting of the ACC. The ACC will meet on a regular basis as determined by the ACC. Late submissions will not be reviewed until the next meeting of the ACC.

In reviewing each submission, the ACC will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Within 30 days after receipt of a completed application and all required information, the ACC shall respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ACC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the ACC fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the ACC pursuant to this Section. Any approval inconsistent with the Declaration or the Design Review Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The ACC shall notify Declarant, so long as Declarant owns any property described in Exhibit "1" in writing within three business days after the ACC has approved any application relating to proposed Modifications unless Declarant waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application and any additional information which the Architectural Control Committee may require. Declarant, so long as Declarant owns any property described in Exhibit "1" shall have 10 days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the ACC and the applicant.

If construction does not commence on a new construction or Modifications project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed Modifications. "Commencement" shall begin upon such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or Modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or Modifications shall be completed within one year after commencement unless otherwise specified in the notice of approval or unless the ACC grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Architectural Control Committee, the Association, Declarant or any aggrieved Owner.

The ACC, by resolution, may exempt certain activities from the application and approval requirements of this Section, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of a Lot without approval provided such alterations do not affect the aesthetics of the

exterior of the Lot as they appear prior to the alteration. Modifications to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structure shall be subject to approval. This Section shall not apply to the activities of Declarant for so long as Declarant owns any property described within Exhibit "1."

### **3. CONSTRUCTION GUIDELINES AND PROCEDURES**

#### **3.1. Construction Drawings.**

All proposed new construction or Modification requires ACC review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or Modification, the ACC may require less or more construction drawings for a proper application. Construction drawings include, but are not limited to:

**Site Plan.** A site plan must be submitted with the application and will include:

- 4.1. **Site survey** with property lines or a site plan based on the recorded plat;
- 4.2. **Elevation drawings** showing elevations of the property corners, center of building or existing structures, culvert inlets, edge of roadway and finished floor elevations;
- 4.3. **Vegetation diagram** showing the location and species of trees 2" in diameter or larger at 48" from the ground;
- 4.4. **Setback lines**;
- 4.5. **Building outline** including service yard and front and rear corner of adjacent buildings;
- 4.6. **Paved area diagram** including drives, parking areas, walks, patios, etc.;
- 4.7. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off;
- 4.8. **Special features locations**, such as easements, common areas, walls, etc.;
- 4.9. **Utility elements** and improvements, such as utility meters, etc.

**Floor Plan.** A floor plan must be submitted that details square footage per level and total and showing the roof outline, entry steps, service yard details such as screening and all other architectural features.

**Roof Plan.** A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers, and any other pertinent features.

**Elevation Drawings.** Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, service yard enclosure, screening of meters and equipment and any other pertinent information such as the windscreen for the chimney.

**Color and Materials Specifications.** Color and materials specification to be used must be identified in the application. If requested by the ACC, samples of both color and materials are to be submitted to the ACC in a form provided by the ACC in their request.

**Detail Drawings.** Detail drawings must be submitted showing wall sections, service area enclosure details, and other architectural details. A schedule of window types and finish colors would help in the review process.



**Electric Plan.** An electric plan must be submitted to show the location of the meter setting, locations and specification and fixtures of exterior lighting including security lighting and other electrical equipment for pools, etc.

**Landscape Plan.** A landscape plan must be submitted to show the general design plan for site landscaping.

**Grading Plan.** A grading plan must be submitted indicating drainage plan, any proposed grade changes and proposed erosion control devices.

### **3.2. Changes After Approval of Final Construction Plans**

Any plans or applications altered in any manner from plans or applications initially reviewed by the ACC shall be re-submitted to the ACC for review.

### **3.3. Construction Guidelines.**

#### **3.3.1. GENERAL.**

These Construction Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Carrington Place Section Nine. These Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within Carrington Place Section Nine. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Carrington Place Section Nine's appearance. Violations are subject to assessments and repeated violations may cause for denial of access.

#### **3.3.2. GUIDELINES.**

1. **Site Clearing.** Site clearing or construction on any property within Carrington Place Section Nine is not permitted without first submitting application and obtaining final approval from the ACC.
2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris and is to be emptied or removed when full. When and where appropriate and with approval of the ACC, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted inside Carrington Place Section Nine and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within 24 hours of notice of such default.
3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the ACC, contractors may coordinate sharing of portable toilets. In all respects, the ACC will seek to lessen the aesthetic impact and total number of portable toilets in Carrington Place Section Nine during construction.
4. **Nuisances.** No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted.
5. **No Pets.** Pets are not allowed on building sites.
6. **Compliance with Architectural Control Committee Approval.** All buildings and

landscape plans must be approved in writing by the ACC, and the owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the ACC.

7. **Signs.** To minimize visual clutter, the ACC has a job site sign standard to be used on all construction sites. A sign stanchion specification will be provided by ACC. Individual contractors will be responsible for providing a sign stanchion per design specifications. Contact the ACC for placement and coordination.
8. **Erosion Control.** Each owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the owner. In the event landscaping is delayed to meet optimal planting seasons, owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a ACC acknowledgement of compliance will depend upon compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within 24 hours of notice of such default.
9. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, sidewalks and/or other improvements whether surface or subsurface will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person causing the damage. Upon completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the ACC and repairing streets, driveways, pathways, sidewalks, culverts, ditches, signs, lighting, and fencing, etc.
10. **Schedule of Assessments for Violations of the Design Review Guidelines for Carrington Place Section Nine.** The following is a Schedule of Assessments that will be enforced when a contractor or owner violates the Governing Documents and/or these Design Review Guidelines. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the ACC due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the ACC. The Schedule of Assessments may be amended by the ACC to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 to the DRG.

#### **Schedule of Assessments**

##### **The Violation**

##### **Assessment**

- Violations of 3.3.2.2 above shall be assessed the actual cost of clean up plus \$100.00.
- Violations of 3.3.2.8 above shall be assessed the actual cost of clean up plus \$100.00.
- Other violations of the Governing Documents, including Design Review Guidelines shall be assessed \$5.00 per day. A notice of violation shall be sent certified mail to the Owner

or contractor, and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

#### **4. DESIGN STANDARDS**

**Orientation.** The ACC may require Lots to conform to an orientation plan determined and provided by the ACC. Exceptions to the orientation plan may be granted in the sole discretion of the ACC. As a general rule, the main front façade of Dwelling Units are to face the street running parallel to the front building line. Further, any Lot adjoining the Common Area should feature an outdoor loggia or similar area looking out to the Common Area, such area's design and location obtaining ACC approval prior to construction.

**Building size and set back requirements.** The minimum square footage of the Dwelling Unit shall be no less than 1800 square feet exclusive of basements, open porches, and garages. Front yard and side yard set backs must conform to City ordinance. No structure shall be located nearer than 25 feet to the front lot line, or further than 35 feet from the front lot line or nearer to the rear lot line than permitted by city ordinance, or nearer than 5 feet to a side lot line.

**Material.** The material for the exterior of any structure shall be approved by the ACC,

**Height.** The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the ACC.

**Roofs.** All roofs shall be completed using shingles colored weatherwood (gray in color) or the equivalent. No aluminum, wood shake, or flat surface roofs shall be approved. Any deviation from the above must receive ACC approval prior to installation. All roofing material shall have a 30-year minimum life.

**Roof Accessories and Equipment.** ACC approval is required for rooftop equipment and accessories, unless specifically accepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by ACC. No exposed attachment straps will be allowed. ACC approval is not required for skylights having measurements of 3' X 5' or less. Skylights should be placed in locations so as not to detract from the building elevations. Any installed solar energy equipment shall receive prior ACC approval and shall have a finished trim material or curb.

**Driveways.** Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the ACC. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

#### **General Design Standards – For all Section 9 Lots and Blocks**

The general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to ACC review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the ACC. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive ACC approval prior to

undertaking new construction or a modification.

- 4.1. **Address Numbers.** Only house numbers that are provided by the Declarant shall be used and maintained on a Lot.
- 4.2. **Air conditioners and fans.** Window unit air conditioners and fans are permitted so long as they are not visible from any street.
- 4.3. **Awnings.** Cloth awnings must receive approval from the ACC prior to installation.
- 4.4. **Birdfeeders.** Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.
- 4.5. **Chimneys.** May be permitted provided such are constructed of masonry and receive ACC approval prior to installation.
- 4.6. **Clotheslines.** Clotheslines are prohibited.
- 4.7. **Decks.** Decks may be constructed in the back yard of a Lot with prior ACC approval. Decks must be constructed of wood or other materials similar to the materials used on the residence, must be painted or stained substantially similar to the residence. The ACC may require the underside of the deck to be screened.
- 4.8. **Dog Houses.** Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than 4 feet wide by 4 feet long, and 3 feet tall at the peak of the roof.
- 4.9. **Dog Runs.** Dog runs are not permitted.
- 4.10. **Doors.** Door colors and materials shall remain as originally installed, unless otherwise given prior ACC approval.
- 4.11. **Drainage.** All drainage shall conform to City ordinance and the Carrington Place Section Seven development drainage plan.
- 4.12. **Driveways and Sidewalks.** The Declarant and Builders have installed standard concrete driveways and sidewalks. Any modification to these must receive prior ACC approval and must meet City ordinance. No driveway or sidewalk visible from any street, any Lot, or the Common Areas shall be painted, stained, or otherwise colored or decorated without prior ACC approval.
- 4.13. **Fences.** No fence shall be installed on the front portion of any Lot in this subdivision between the front lot line and the front building setback line. All of the fencing except where mentioned below shall be 6 foot in height and 4 inches in diameter dog-eared privacy fencing of cedar wood material. They shall be constructed with the smooth side facing outward. Any deviation to these fencing requirements must be approved by the ACC in advance.
  - 4.13.1. On the following corner lots, the side lot fencing will be set back 22 feet from the back of the curb: Lot 4, Block 3
  - 4.13.2. Across the back of the lots facing the parks and/or common area, the fencing shall be 4' high, black metal fencing as approved by the ACC. The 6-foot wood fencing adjoining the metal fencing will taper down from 6-foot tall to 4-foot tall over an 8-foot distance. With prior approval of the ACC, owners may install 4-foot high black vinyl coated chain link fencing inside the aluminum fencing. The top of the vinyl coated fencing and the metal fencing must be flush.
  - 4.13.3. **Fencing may not be painted, but may be stained a light cedar color with pre-approval of the ACC.**

- 4.13.4. The maintenance and replacement of the screening fencing along Franklin Road is the responsibility of the Carrington Place Property Owner's Association. In that regard, the Association shall, at all times and with reasonable notification, have a perpetual easement to enter upon individual lot owner's property for the purpose of maintenance or replacement of said screening fencing.
- 4.13.5. The front portion of the fence must tie into the house at least eight feet (8') back from or behind the corner of the house the fence is connecting to.
- 4.14. **Firewood Storage.** ACC approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity, and does not constitute a nuisance or hazard or breach of the Governing Documents.
- 4.15. **Flags and Flagpoles; Decorations.** Flag poles are permitted provided they do not exceed 20 feet in height and receive prior ACC approval. Only flags referenced in the United States Flag Code may be displayed, provided such are displayed in the manner as provided within such Flag Code. Seasonal decorations shall be removed within a reasonable time after the end of such holiday or season.
- 4.16. **Garages and Garage Doors.** Each Lot shall have at least a 2-car garage. A Lot may have a garage that would house up to 5 vehicles, provided the Lot will accommodate the same and the ACC gives prior approval. Detached garages are permitted with prior ACC approval. ACC approval will encourage swing-in or side-entry garages on Lots that accommodate such construction. For garages constructed to house 3 or more vehicles, ACC approval will encourage only one double door or two single doors to face the street. The ACC may, in its discretion, deny an application based on the ACC's opinion that the number, size, color, or construction of garage doors visible from a street fails to meet the Carrington Place Standard or because such garage represents the dominant architectural feature on the Lot.
- 4.17. **Gardens. Flower.** No ACC approval required. **Vegetable.** No vegetables shall exceed the height of any fence on the Lot, and must be wholly contained within the backyard of the Lot.
- 4.18. **Gazebos.** Gazebos, pool houses, and similar personal recreational structures must receive prior ACC approval.
- 4.19. **Irrigation Systems.** Must receive prior ACC approval and shall not interfere with the development drainage plan, any Lot, or Common Areas.
- 4.20. **Landscaping.** See, Section 6 below.
- 4.21. **Lights and Lighting.** All exterior lighting shall receive prior ACC approval.
- 4.22. **Mailboxes.** All mailboxes and similar structures shall receive prior ACC approval and shall be brick or other material approved by ACC.
- 4.23. **Motion Detector & Security Lighting.** Motion detectors and security lights are permitted with prior ACC approval. Under no circumstance shall security lighting shine on any adjoining Lot.
- 4.24. **Outbuildings.** No outbuildings shall be permitted on any Lot adjoining a Common Area where such outbuilding would be visible from the Common Area. Any structure not the single residence constructed on a Lot shall receive prior ACC approval. Metal outbuildings are permitted provided they are less than 6 feet tall at the peak of the outbuilding roof and provided no part of the outbuilding is visible from any street, any Lot, or the Common Areas. Outbuildings taller than 6 foot at the peak of its roof are permitted provided such outbuilding is of the same style, material, and size as that

depicted in Exhibits “A”, “B”, “C”, “D” attached and made a part of these Design Review Guidelines. All outbuilding roofs must be shingled with the same shingles as installed on the Dwelling Unit. The color of the outbuilding (including trim) shall be of one color (monochromatic) and shall match the soffits and gables field color on the Dwelling Unit. All outbuildings shall be located within any City setback ordinance as well as any setback provided by any Governing Document. Each outbuilding shall be properly permitted as required by City ordinance. No outbuilding or structure shall be constructed or located between dwellings constructed on Lots.

- 4.25. **Outdoor Furniture.** Except with prior ACC approval, all outdoor furniture shall be contained wholly within the back yard of a Lot.
- 4.26. **Painting.** Initial paint colors shall be neutral unless otherwise approved. Prior ACC approval is required for all painting, including but not limited to structures and garages, of a color other than originally installed by the Declarant or Builder.
- 4.27. **Patios, Patio Covers, Porches, Arbors.** All patios, porches, and the like must receive prior ACC approval. Aluminum sunrooms or porches will not be approved.
- 4.28. **Play and Sports Equipment.** All play and sports items and equipment must be wholly contained in the backyard to a Lot and may be no higher than 6 feet tall. Taller play equipment and Play Structures visible from common areas must be of sturdy wood construction and may not have cloth awnings. Any deviation to these requirements must be approved by the ACC in advance.
- 4.29. **Pools.** Small, temporary children’s-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity, and are emptied when not in use. Above-ground pools are not permitted on any Lot adjacent to the Common Area. In-ground pools are permitted with prior ACC approval.
- 4.30. **Roofs.** All structures shall have shingled roofs of the same color and material as that installed on the Dwelling Unit. See, specific design guidelines above.
- 4.31. **Satellite Dishes and Antennas.** No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Lots; and provided further, however, that these requirements shall not apply to those antenna which are specifically covered by regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the ACC shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.
- 4.32. **Siding.** Any siding must receive prior ACC approval.
- 4.33. **Signs:** Subject to the restriction that no sign shall be located within any Common Area, and except as reserved by the Declarant, the following sign standards shall apply.
  - 4.33.1. **Real Estate Signs:** Temporary, non-illuminated, real estate signs indicating the availability for sale, rent, or lease of a specific Lot upon which this sign is erected or

displayed are approved without application, provided the sign does not exceed five (5) square feet in total area, does not exceed four feet (4') in height, and the Lot is restricted to one (1) sign per street frontage. Such signs are to be removed immediately following sale closing or rental occupancy of the property. Such signs may not be placed on any fence. Open House signs shall conform to the above dimensions, are limited in number to Seven (6), shall be placed only upon the owner's Lot or within the public right-of-way for the duration of the open house, and shall not block or interfere with traffic visibility. All signs must also meet local sign codes.

- 4.33.2. **Garage Sale Signs:** A sign advertising the existence of a garage sale of personal property may indicate the date, time and location of the sale. Such signs may have a maximum area of three (3) square feet, and may be posted for the period of the garage sale only. Such signs may not block or interfere with traffic visibility, and shall be posted only on the owner's Lot or within the public right-of-way.
- 4.33.3. **Political Signs.** Signs depicting the name and office of a legitimate political candidate who has filed for a present political race are allowed, provided such signs do not exceed a maximum area of three square feet. Such signs shall be removed the day after elections pertaining to the candidate's race. All signs depicting political slogans and information other than the candidate's name and office shall receive prior ACC approval.
- 4.33.4. **Other Signs.** All other signs, including but not limited to, posters, billboards, advertising devices, or displays of any kind, are not permissible for posting on any Lot without the prior written consent of the ACC.
- 4.34. **Skateboard Ramps.** Not permitted.
- 4.35. **Skylights.** See, specific design standards.
- 4.36. **Solar Devices.** All solar devices must receive prior ACC approval.
- 4.37. **Statues, Sculptures, Fountains, Ponds.** Placement of any statue, sculpture, fountain, pond, or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas must receive prior ACC approval. All other locations of artistic expressions visible from other Lots or requiring any excavation must receive prior ACC approval.
- 4.38. **Storm/Security Doors.** Storm and security doors are allowed with prior ACC approval.
- 4.39. **Temporary Structures.** Temporary structures suitable for a wedding, birthday party, and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within 24 hours of the conclusion of the occasion. This design standard shall not limit Association activities.
- 4.40. **Trash and Garbage Receptacles.** Trash and other receptacles shall be absent from view from any street, any Lot, and Common Areas on all days other than designated trash and/or recycling pick up days.
- 4.41. **Tree Houses.** Tree houses constructed in or on vegetation are not permitted.
- 4.42. **Underground Installations.** All underground installations must receive prior ACC approval.
- 4.43. **Walls.** All walls of any nature, for example but not limitation retaining walls, landscaping walls, and decorative walls, must receive prior ACC approval.
- 4.44. **Wells.** Wells of any kind are not permitted.

## **5. Landscaping Standards**

### **5.1. Overview.**

The ACC retains oversight of landscaping improvements to Lots to make assurance that the Carrington Place Section Nine community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within two (2) months of the issuance of the Certificate of Occupancy for the improvements.

### **5.2. Concepts.**

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements, and surrounding vegetation.
2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

### **5.3. Objectives.**

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography, and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

#### **1. Beautify.**

- 1.1. Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.
- 1.2. Soften the impact of corners and broad wall areas with vertical and spreading foliage.
- 1.3. To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

#### **2. Screen.** Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

#### **3. Restoration.** Restoration of a site due to construction.

#### **4. Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with Carrington Place Section Nine's master drainage plan.

#### **5. Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

#### **6. Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

#### **7. View.** Taller plantings and recreation equipment should not be placed in the neighbor's view



line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

#### **5.4. Plans.**

1. **Landscaping.** The landscaping plan must be professionally prepared on a site plan indicating topography, existing and proposed vegetation. The plan should be drawn at a scale of 1/8 inch equals one foot. The plan should graphically illustrate location, Lot number, adjoining Lot border lines, nearest structure lines on adjoining Lots, sizes of plant material, lawn, mulched areas, and open areas. A schedule must be included on the planting plan indicating the following specifications for each plant: Common name, Plant height at time of planting (2 gallon minimum), Plant quantities, Identify grass and mulched areas.
2. **Identify Trees.** Existing trees of 3" diameter or greater at 48" from the ground, must be identified as to exact location, size of trunk, genus name, and where possible, the species. No existing trees shall be cut, removed, transplanted or damaged without approval by ACC.
3. **Features and Surface.** All existing site features such as roads, walks, structures on adjoining Lots, bike paths, walls, etc. are to be graphically noted on the Landscape Site Plan. All surfacing materials are to be noted (as to whether they are concrete, grass, planting beds, etc.). Texturing or other surface treatment of concrete paving is to be indicated and should include color presentation.
4. **Sod Requirement.** All lawn areas must be covered with sod or other material approved by the ACC.
5. **Tree Requirement.** Trees and shrubs must be planted in accordance with the approved plan within the time frame outlined in Section 6.1. Prior to occupancy for new construction, two (2) trees no less than 3.5 inches in diameter and two (2) 2" diameter trees shall be planted as close to the street fronting the Lot as possible within the front yard and should be selected from the recommended species designated within Exhibit E. Corner Lots shall plant three (3) trees no less than 3.5 inches in diameter and three (3) 2" diameter trees shall be planted as close to the street fronting the Lot as possible within the front yard evenly distributed and should be selected from the recommended species designated within Exhibit E. Should any tree fail to thrive, the Owner shall be required to restore or replace such tree.
6. **Irrigation.**
  - 6.1. Irrigation systems are not required within Section 9.
  - 6.2. For irrigation systems installed to irrigate planting beds or grassed areas of the Lot, the spray from such irrigation system should be contained to the Lot. The ACC may require relocation or redirection of spray if adjacent Lots, streets or other areas are affected. The ACC is not responsible for the system's performance or function. The ACC shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved irrigation systems.

**Exhibit "3" to Carrington Place Section  
Nine Design Review Guidelines**

**Application for Design Review for Carrington Place Section Nine**

Pursuant to the Governing Documents, any Owner desiring to make any Modification to a Lot must make an application to the Architectural Control Committee prior to commencement of work. By completing this Application and making the appropriate submittals, you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state, or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to Modifications and the authority and discretion afforded the ACC, all such provisions within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) \_\_\_\_\_

Property address: \_\_\_\_\_

Day phone \_\_\_\_\_ Evening phone \_\_\_\_\_

**1. Modification Area.** Approval is requested for the following Modifications as described below and on the submittal pages. The general type of Modification requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. \_\_\_\_\_

\_\_\_\_\_

**2. Submittal Pages.** All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review Guidelines. Failure to include the submittal pages will result in a returned Application.

Commencement date: \_\_\_\_\_ Time for completion: \_\_\_\_\_

This is a Re-application:  YES  NO

Owner's Signature(s) \_\_\_\_\_

**[DO NOT WRITE BELOW THIS LINE]**

Date Application received \_\_\_\_\_ By \_\_\_\_\_

Action on Application:  Approved  Denied  Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Authorized ACC signature

**See Exhibit A Pages 1-8 of the filed declarations and covenants for examples of outbuildings that will be allowed.**