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**SUPPLEMENTARY DECLARATION  
&  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR CARRINGTON PLACE  
SECTION FIVE (5),  
A RESIDENTIAL COMMUNITY TO THE CITY OF NORMAN,  
CLEVELAND COUNTY, OKLAHOMA.**

THIS SUPPLEMENTARY DECLARATION AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 16 day of August, 2005, 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 Five (5) 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 Five (5) 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 5 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 5 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 Five 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 Five. This Declaration provides a flexible and reasonable procedure for future expansion of Carrington Place Section Five 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 Five.

**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 Five 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 Five, 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 Five. 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 Five, 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 Five, 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 Five; 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 Five Governing Documents, Carrington Place Section Five 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 Five 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 Five 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 4. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with Carrington Place Section Five 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 5 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.

**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 Five 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 5, 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 Five Declaration and attached Exhibits the date and year first written above.

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

By: \_\_\_\_\_  






**EXHIBIT "1"**

**LEGAL DESCRIPTION  
CARRINGTON PLACE SECTION FIVE**

**ALL OF CARRINGTON PLACE ADDITION SECTION 5 TO THE CITY OF  
NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE  
RECORDED PLAT THERETO**

**Exhibit "2"**

**Design Review Guidelines  
for Carrington Place Section Five  
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 Five; 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 Five. 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 Five is a planned community comprising real property within the City of Norman, Cleveland County, State of Oklahoma. The purpose of the Carrington Place Section Five 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 Five 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

