

Architectural Guidelines

for

Wellington

www.wellingtonms.com

The Architectural Guidelines are designed as a tool and guide for the Architectural Review Committee (ARC). It will also serve as a reference for lot owners to assist in the preparation and management of the construction on site.

The ARC has the responsibility of approving individual building plans and alterations with respect to the style, design, color of exterior materials, location of home on the lot, and related matters. The ARC does not review the plans for and has no responsibility for any architectural, drainage, engineering, or construction standard, suitability, fitness, or soundness. The main purposes of these guidelines, and the covenants of Wellington are to preserve the integrity of the community and to help protect the investments of the individual homeowners.

Notwithstanding the fact that architectural design and “excellence” is and will be a subjective thing, and that there may be some difference of opinion in judging design and “excellence in design”, nevertheless, any person or party acquiring and owning a lot in Wellington understands and agrees to the criteria herein set forth and agrees to be governed thereby.

The Authority for the Architectural Guidelines and the oversight of the ARC is set forth in the Protective Covenants for Wellington at Article VIII.

1. ARCHITECTURAL REVIEW COMMITTEE

Prior to the commencement of any construction activity of any type on any lot, plans for approval must be submitted to the ARC. Details and documents to be included for submission to the ARC are listed on the following pages, along with specific requirements and/or restrictions.

WRITTEN APPROVAL BY THE ARC MUST BE RECEIVED PRIOR TO THE START OF ANY GRADING, LOT PREPARATION OR CONSTRUCTION.

All property owners/builders expressly acknowledge and affirm that the ARC has full authority and control over all matters relating to the approval of building plans. This authority and control extend to the review, modification, approval and disapproval of all building plans and the required implementation thereof.

It is the property owner's and/or builder's responsibility to verify the correctness of all plans and at all times ensure that the home conforms with the requirements and guidelines set forth herein as imposed and regulated by the ARC. Further, the property owner and/or builder must verify that the plans comply with any local rules, regulations or ordinances.

2. APPLICATION AND APPROVAL PROCESS

Application

The owner/builder shall submit two (2) sets of all information to the ARC. One set will be retained by the ARC and, once approved by the ARC, the second set will be returned to the owner/builder. The Architectural Review Application must be completed and accompany a Site Plan. The Site Plan must include and show the following:

Site Plan (Drawn to scale – 1" = 10' or 1" = 20')

1. Plot Plan, which includes all proposed structures, sidewalks, improvements, easements (utility and drainage) with setbacks, along with the existing and final grades.
2. Complete building plans including elevations (front, rear, two sides), floor and sections to a 1/4" scale. Owner and/or builder's name, present address and telephone number.
3. Final construction specifications to include exterior materials colors, paint and stain manufacturer with corresponding numbers.

Approval Process

Site Plans must be submitted to Declarant to receive approval prior to commencement of construction. Plans will be reviewed within ten working days of the date plans are submitted. The person who submitted the plans for approval will be contacted within the same period and advised of the approval, disapproval, or the need for additional information or modifications. Plans will be reviewed and approved subject to the installation of silt fencing and portable toilet facilities on site. The installation of silt fencing will be required to prevent erosion of soil onto the street and neighboring home sites. The property owner will be responsible for maintaining the construction site and controlling erosion on the site during construction. Construction must commence within six months and be completed within twelve months from the date of plan approval by the ARC. No dwelling may be left unfinished. Any construction left in an unfinished condition will be subject to fines or remedy of the ARC and/or the Wellington Homeowners Association.

3. ARC DESIGN, SITING AND CONSTRUCTION REQUIREMENTS COMMON TO ALL

A.

- i. The single-family residence (1,400 livable – heated and cooled – square foot minimum) shall be positioned to as to comply with the setback

requirements listed below. Additional considerations will be taken into account including, but not limited to terrain of site, natural amenities (existing trees, swales), view to and from project site.

No dwelling or structure may be constructed within the following setbacks from the lot lines:

Front 20'

Rear 20'

Sides 7.5' (minimum of 15' will be required between all adjacent dwellings)

The builder is responsible for locating the pins on its property. Developer assumes no responsibility for the location of the pins or the accuracy thereof.

- ii. Driveways and sidewalks may be placed upon areas between the lot lines and the setback lines, unless such usage shall interfere with a surface component of any utility.
- C. Each lot shall have a concrete sidewalk along the entire frontage of each and every street the lot abuts. The sidewalk will be four feet wide, 3000-psi concrete (with a light broom finish) placed two feet from the street curb. The placement of the sidewalk in relationship to back of curb and grade side to side may not exceed 5%. Only broom finished concrete shall be used to driveways and sidewalks. Driveway aprons must be consistent with neighborhood.
- D. Drainage for each individual home site must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities. Runoff from one lot to another will not be permitted. The drainage shall be the responsibility of the property owner and/or builder. **A drainage plan must be submitted to ARC for approval prior to construction.** Street, easements and adjoining lots must be protected from sedimentation during construction. The specifics of any retention or retaining wall must be shown on plans submitted to the ARC. **Silt fencing is to be installed as required by local government codes and state statutes.**
- E. Each lot shall be landscaped to maintain the appearance of the community. All front yard areas will be solid sod. All landscaping is intended to be consistent with the architectural style of the homes. No tree shall be removed without prior written consent of the ARC.
- F. Each rear yard may be enclosed by a six-foot 4x4 or 6x6 post fence running along the rear lot line, along the side lot lines to the rear corners of the dwelling, with no fence being higher than 6 feet. Corner lots – the fence will not pass the setbacks on either side facing the road. No wire or chain link

fencing is permitted. The ARC must approve the style and materials of any fencing.

- G.** Each owner shall purchase and install a conforming mailbox. These mailboxes and posts can be purchased from Copper Sculptures, and if unavailable, a style approved by the Declarant or by the Association.
- H.** All garages must adequately accommodate a minimum of two “family size” automobiles and have doors of metal or wood construction. No open carports will be allowed. All garages will be finished inside.
- I.** Exterior surfaces (including chimneys) shall be limited to stone, brick, wood (cedar, cypress or a material with the trade name Hardiplank) siding, stucco, E.I.F.S. with drainage and/or cement-based siding. Vinyl and masonite siding will not be acceptable. No exposed metal chimney flues are permitted.
 - i. Exterior surfaces, designs, and finishes shall be professionally color coordinated consistent with the architectural style of the home.
 - ii. All windows will be made of wood, vinyl, metal or composite material. No aluminum windows will be allowed.
 - iii. Exterior shutters shall be limited to painted or stained wood.
 - iv. Exterior surfaces, designs, and finishes shall be professionally color coordinated consistent with the architectural style of the home.
- J.** Any other improvements such as decks, patios, outdoor structures, yard lights etc. shall be shown on plans prior to ARC approval and/or subject to ARC approval if initiated after initial Site Plan approval. Any **outbuildings**, or such structures for storage that are detached from the main dwelling on a lot shall not be larger than 6x10 and must not be visible from the street and not exceed the height of the perimeter fence. No outbuilding or detached storage building shall be portable in nature. All outbuildings or structures for storage must be approved by the ARC prior to construction and or placement.

4. SITE RELATED ACTIVITY

- A.** All job sites are to remain neat and clean throughout the construction process. All trash must be contained in a commercial dumpster or neatly stacked on the street side until removed. No stockpiling or dumping of trash on adjacent lots or on streets.
- B.** There will be no washing of concrete trucks in any area except on the lot where the work is being done, where the runoff from the washing will not flow to an adjacent lot. Any residue from any trucks shall not be such as to impede or

interfere with the flow of water in any storm sewer. No gravel shall be washed into any lot or onto any storm sewer.

- i. Any damage (including spillage) to or on adjacent lots, streets, curbs, gutters, common areas, utilities, streetlights, mailboxes, etc. will be corrected, restored, repaired or removed by the responsible party as expeditiously as possible with the least inconvenience to the neighborhood. In the event of any such damage or spillage the cost shall be paid by the responsible party immediately upon demand. In the event any action is not taken by the party responsible quickly enough in the sole opinion of the ARC, Declarant may take such action and as necessary and cause to correct, repair or remove the cause of damage or inconvenience and restore the premises, with all costs, fees, and expenses to be paid by the responsible party.
 - ii. As used herein the “party responsible” shall be the contracting lot owner, its agents, employees, or invitees. In the event the damage, wrong or injury is caused by a party not in any way related to the party responsible, the lot owner shall be responsible, therefore.
- C. Any and all damage to utilities shall be reported to the appropriate companies as soon as possible, with all haste so as to minimize any consequential damages.
- D. Contractors shall use only the utilities provided to the lot on which there is construction in progress.
- E. Vehicles shall only use posted roads.
- F. Only contract workers, service personnel and associated laborers are allowed on the job site, and such person shall be limited to the specific site where they are charged to work.
- G. No temporary trailers or buildings are allowed on the lot, except as an aid to or as a requirement of construction on that particular site.
- H. The playing of loud radios are not permitted within Wellington. No radio speakers in or on vehicles or on or outside of job sites are permitted where the sound or noise thereof can be heard off the job site or if the vehicle is in motion off the job site, outside the vehicle bearing the speaker.
- I. Burning is allowed as controlled by local governing body and/or Madison County codes or state statutes.
- J. Builders/owners will provide a trade name, recognized portable toilet such as “dear john: or “gotta go” at the construction site.

5. REMODELING AND ADDITIONS

- A. Remodeling, additions, and alterations to existing homes are required to meet the same criteria as new construction. Approval from the ARC is required for this work just as it is for new construction.

6. GUIDELINE REVISIONS

The ARC reserves the right to alter, modify, or change any or all of the above guidelines at any time. It shall be the applicant's responsibility to check with the ARC before plan submittal for updated guidelines.

7. NON-COMPLIANCE

If, after receiving approval from the ARC, any property owner/builder fails to comply with the rules and regulations of the ARC, the ARC shall have the right to cause the property owner/builder to cease construction, remove, or replace any item not in compliance so that construction shall thereafter be in compliance with these guidelines. The property owner may be assessed for any cost or fees incurred by the ARC or Wellington Homeowners Association in enforcing these guidelines and a lien may be placed upon the property if any fees are not paid within 30 days.

8. CERTIFICATE OF OCCUPANCY

- A. No request by lot owner for the issuance of a Certificate of Occupancy by the political body or entity having jurisdiction over the lot or parcel of land for which the application has been filed shall be made unless the following requirements have been complied with:
 - i. the dwelling and any structure architecturally appurtenant to the dwelling have been constructed, completed and finished in accordance with the plans and specifications; and
 - ii. that a determination that the dwelling and any architecturally appurtenant structure meet or fulfill the requirements of (1) above and that the completion, finishing out and readiness for occupancy have been approved and signed off on by a member of the ARC. If a structure on a lot is not attached but is an integral part of the improvements (architecturally appurtenant) the same shall be completed and finished as required for the main dwelling.
- B. No Certificate of Occupancy issued by said political body or entity may be used as the basis for occupancy of the dwelling or any appurtenances thereto by any person unless (a) the dwelling and any structure architecturally appurtenant to the dwelling have been constructed, completed, and finished in accordance with the plans and specifications, and (b) unless all landscaping of

the lot has been completed in accordance with the plans, specifications, samples, illustrations, and measurements previously approved in writing by the ARC, and both (a) and (b) have been approved and signed by the ARC.

- C. Issuance of a Certificate of Occupancy by said body or entity, shall not entitle the owner to occupy the dwelling if, in the opinion of the ARC or its agent that the requirements of either paragraph (i) or paragraph (ii) have not been met. The Board of Directors have directed the ARC to request that the Permit Department of the political body or entity having jurisdiction over the property not issue a Certificate of Occupancy unless it has been received in hand a written statement from the ARC that the requirements of said paragraph (i) and paragraph (ii) have been met or said ARC is otherwise satisfied to the extent that the owner may occupy the dwelling.
- D. In the event the imposition of the requirements of paragraphs (i) and (ii) above are such as to impose on the lot owner such burden or hardship as appear to be unconscionable, the lot owner may petition the Board of Directors of the association to grant some measure of relief, this under peculiar circumstances, in certain limited respects and for a stated period of time.

9. DISCLAIMER

The Architectural Review Committee (ARC), each member of the ARC and/or Developer, shall not be liable to any property owner, builder, or all as hereafter referenced to any other person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such property owner, builder or other person arising or resulting from or in any way relating to the subject matter of any review, acceptances, inspections, permissions, consents or required approvals which must be obtained from the ARC or public authorities, whether given, granted or withheld. No approval of plans and no publication of architectural standards or bulleting shall be construed either to represent, guarantee or imply that such plans or architectural standards will result in a property designed dwelling or other improvement, or to represent, guarantee, or imply that any dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular plans shall in no way be construed as a waiver of the right of the ARC to disapprove all or any portion of the plans if such plans are subsequently submitted for use in any other instance.

No person may rely upon any verbal statement or representation of any party, agent or member of the ARC or Developer, except to the extent that such statement or representation is set forth herein.

Any deviation from any of the above guidelines shall be subject to prior written approval by the ARC.

This copy of the Architectural Guidelines was delivered on _____ .

Signed: HOA President or Declarant

Address: P.O. Box 320248
Flowood, MS 39232

Phone No.: 601-326-7326

Fax No.: 601-355-0005

Owner/Builder: _____

Address: _____

Phone No.: _____

Email: _____

Fax No.: _____