

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR  
CARRINGTON**

Prepared by:  
Thomas Home Corporation  
3158 Gateway Lane.  
Cantonment, FL 32533

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
CARRINGTON**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Carrington, is made this 4th day of December, 2018 by Thomas Home Corporation, a Florida corporation ("Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Carrington (the "Declaration"), acknowledged March 16, 2016, is recorded in Official Records Book 7493, at Page 28-73 of the public records of Escambia County, Florida;

WHEREAS, in accordance with Article XI, Section 11.6(a)(iii), Declarant has an absolute and unconditional right to amend the Declaration in order to perfect, clarify, or make internally consistent the provisions of the Declaration without the consent or joinder of any party. Notwithstanding, and in addition to, the right to amend reserved for the Declarant contained in Article XI, Section 11.6(a)(iii);

WHEREAS, the Declaration may be amended by the consent of owners of fifty percent (50%) or more of the Lots as evidenced by recording an instrument executed by said owners in the public records; and Declarant is the owner of over fifty percent (50%) of the Lots (as defined in the Declaration) in Carrington (as defined in Declaration); and

WHEREAS, Declarant intends, but not required to, develop additional phases of Carrington and upon completion of each phase may subject each phase to the Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration as follows with the intent and purpose that the amendments will encumber each Lot and will run with the land and be binding on and insure to the benefit of every Owner of property within Carrington.

1. Article 3, Section 3.2 (b) of the Declaration shall be deleted in its entirety with the following substituted in its place:

(b) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations showing first floor exterior walls of 9' or greater in height and all proposed improvements; (iii) a lot survey showing current improvements; and a sample of all exterior

products to be used (iv) such other items as the Architectural Review Committee requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee. The Architectural Review Committee may enact additional guidelines to supplement or modify the provisions set forth herein (the "Architectural Guidelines"). When such guidelines are enacted, they shall have the same authority as if included specifically herein. If any part of this Declaration conflicts with the Architectural Guidelines, the Declaration shall control. The Architectural Review Committee has the exclusive authority to amend the Architectural Guidelines by a majority vote of the members of the Architectural Review Committee.

2. Article 3, Section 3.2 (d) of the Declaration shall be deleted in its entirety with the following substituted in its place:

(d) Application Fee; Deposit. The Architectural Review Committee may establish procedures for the review of applications, and impose a reasonable fee to be paid by the applicant for any costs incurred by the Architectural Review Committee in the review of applications, and may require such fee to be paid in full prior to review of any application. The Architectural Review Committee review fee is \$150 and may change as the discretion of the Architectural Review Committee. The Architectural Review Committee also may require an applicant to post a security deposit to ensure that all work is affected only in accordance with the approved plans. The Architectural Review Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

3. Article 3, Section 3.4 (c) of the Declaration shall be deleted in its entirety with the following substituted in its place:

(c) Minimum Floor Space. Each dwelling located on a Lot greater than 100 feet in width (as measured from the road contiguous with the Lot) shall have a minimum floor area of 3,000 square feet. Each dwelling on a Lot between 85 and 100 feet wide shall have a minimum floor area of 2,400 square feet with the exception of Lots 1-17 Block C, 2-12 Block D, and 1-11 Block E, that will be a minimum of 3,000 square feet of living area. Each dwelling located on a Lot less than 80 feet wide shall have a minimum floor area of 1,800 square feet. "Floor area" means enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces or patios, and shall be measured from the outside of the exterior walls of the dwelling. Lots 1-17 Block C, 2-12 Block D, and 1-11 Block E, is required to be a Two story house plan, rear entry garage with driveways connecting to the alley way, no driveway will be allowed to connect to any side street. Block Foundation only. No monolithic slabs. Lots must maintain a finished floor height of 20" above final grade and a 4' concrete sidewalk is required from the front of the house connecting to the public sidewalk. Lots 1-20 Block A, are going to be 19 feet smaller in depth to allow for public sidewalk, rear columns, and fence, Average lot changes from 180 feet deep to 161 feet deep.

4. Article 3, Section 3.4 (d) of the Declaration shall be deleted in its entirety with the following substituted in its place:

(d) Garage. Each dwelling must have an enclosed garage to accommodate at least two and not more than four cars, the design of which must be approved by the Architectural Review Committee. The garage door height must be a minimum of 8 feet in height. No carports will be permitted. No garage may be enclosed permanently or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration as approved by the Architectural Review Committee. All garage doors must be approved by the Architectural Review Committee. Garage doors must be kept closed except when opened for routine cleaning and maintenance not to exceed four (4) hours in duration or to permit persons or vehicles to enter and exit from a garage.

5. Article 3, Section 3.4 (f) of the Declaration shall be deleted in its entirety with the following substituted in its place:

(f) Exterior Color and Materials; Exterior Maintenance. The color and materials of all exterior surfaces must comply with the Architectural Guidelines as provided in Exhibit "B" to this Declaration and will be subject to approval of the Architectural Review Committee. Vinyl products will not be allowed on any exterior walls, gables, and fireplace chimney chase. The only acceptable places for vinyl are soffit, porch ceilings, and beams. Any other uses have to be approved by the Architectural Review Committee. This restriction includes window tints and films. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot, any and all fixtures attached thereto, and landscaping in an attractive manner, as provided in the Architectural Guidelines

6. Article 3, Section 3.4 (p) of the Declaration shall be deleted in its entirety with the following substituted in its place:

(p) Fences. No fences may be erected on any Lot without prior written approval of the Architectural Review Committee. All Owners whose back lot line sits adjacent to another Lot may construct a fence along the back and side lot lines in accordance with this section and the Architectural Guidelines. As a general guideline (and not as a limitation of the discretion of the Architectural Review Committee), all such fences shall be of treated wood, six (6) feet in height and constructed using a "shadow-box" design. Lots 1-20 Block A, shall erect a rear fence prior to the completion of or occupancy of any structures on said lot. The fence shall be a stone veneer over block poured cells (and engineered drawing will be available and the columns must be built per drawing), Mossy Creek stone with a blended mix of Ledge stone and Handcrafted style at each rear corner property line. A (6) feet in height shadow box fence will be installed from column to column spacing will be 3" from picket to picket on same side of fencing. No fences, roads or structures of any type shall be placed within the landscape buffers as shown on the Plat. This buffer shall be left in its natural state to provide a screen between the Subdivision and the surrounding areas.

Fences shall be located only where indicated on plans approved by the Architectural Review Committee but, generally, will be permitted only in the rear and side yards of a Lot. Accordingly, fences will not be permitted closer to the street than twenty (20) feet behind the front face of the dwelling located on a Lot. If the front of the dwelling is irregular in design, the Architectural Review Committee will determine the setback requirement for the fences. These restrictions will not apply to fences constructed by Declarant or the Association along the boundary lines between Carrington and other properties which fences may be constructed of chain link or other material.

7. Article 3, Section 3.4 (z) of the Declaration shall be deleted in its entirety with the following substituted in its place:

(z) Landscaping. All Lots shall be fully landscaped and full sprinkler system installed in a way that complements the area. Any shrubs, plants or trees which may block views of the dwelling from the street in front of any Lot are prohibited provided, however, those shrubs, plants and trees as described by the Architectural Review Committee landscape package, may be utilized in landscaping which may alter the views, so long as they do not provide an effective screen which limits the view from the street entirely. The Architectural Review Committee shall have complete discretion in determining whether any Lot is in compliance with these requirements, which may be based upon purely aesthetic reasons. Any landscaped areas, landscaped by Association or Declarant, lying on the Common Property between a Lot and the road, street, drive, alley or access way, shall be maintained by the Lot Owner owning the Lot adjacent to such Common Property. No Owner shall have the right to remove any tree installed by the Declarant or the Association.

8. The following shall be added to Article 3, Section 3.4. (ff) of the Declaration.

(ff) Sidewalk. There shall be a (5) foot wide sidewalk easement reserved on each Owner's Lot for the placement of a sidewalk. A Lot Owner will construct a sidewalk within the sidewalk easement at their own expense. Slight variations of this five foot distance may be needed to avoid utility pedestals. Where storm drain inlets are located, the sidewalk shall be about the back of the inlet. On corner Lots the sidewalk easement will be located along the side street and at the corner. All curbs must be saw cut before removed to construct any driveway or handicap ramps, and shall be repaired in a neat and workmanlike manner.

The Association will construct sidewalks in the Common Areas on an "as needed" basis, as determined in the reasonable discretion of the Board of Directors of the Association. The cost of the installation, maintenance, repair and replacement of such sidewalk as installed by the Association shall be a common expense to be included within the annual and/or special assessments.

*(end of text – signature page to follow)*

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Witnesses:

THOMAS HOME CORPORATION, a  
Florida corporation

Rebecca B Nellums  
Print Name: Rebecca B Nellums

Thomas A. Henry  
By Thomas A. Henry  
Its: President

Amanda Andrews  
Print Name: Amanda Andrews

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of December, 2018, by Thomas A. Henry, as President of Thomas Home Corporation, a Florida corporation.

Kristy M Hill  
NOTARY PUBLIC  
Print Name: Kristy M Hill

Personally Known  
OR  
 Produced Identification  
 Type of Identification Produced \_\_\_\_\_

KRISTY M. HILL  
COMM. # CG212856  
NOTARY PUBLIC FLORIDA  
MY COMMISSION EXPIRES 04/30/22