

ARB Review and Construction Agreement
Summary Document

Pursuant to the provision of paragraph 10.1.10, (Included in this summary document), of the Declaration of the Covenants, Conditions, and Restrictions for Hogan's Mill Residential Development, herein after referred to as the CCR's, and as recorded in deed book 252, page 614 in the Grant County Courthouse, the Architectural Review Board, hereinafter referred to as the ARB, is publishing the following design & development standards for all homeowners & future homeowners this day **19** of **September** ; **2023**.

A. Each single-family residence shall have a minimum floor area, depending on the location within the Hogan Mill Development Area, and as referenced below. The calculation of the square footage shall not include garages, covered walkways, open or screen-in porches, finished or unfinished basements, patios, and pool areas. Basically, any area not considered "conditioned" space, (air conditioned or heated) shall be excluded from any calculations. **The calculations shall be taken from interior measurements of the first floor of any Single-Family Residence.** The Hogan Mill development square footage requirements by designated areas are as follows by section number:

Section #1-" Woodgate" & "Forest Cove"-1500 square foot minimum.

Section #2-" Hogan's Parkway"-2000 square foot minimum

Section#3-" Bluff View"-2500 square foot minimum

(See map of the subdivision attached)

B. All residences shall be constructed such that a minimum of **80%** of the exterior siding shall be composed of brick, brick veneer, or stone material.

C. Roof Pitch: The minimum roof pitch on all single-family residences shall be 6/12, (Main House).

D. Roofing Material: Roofing Material shall be an architectural type of fiberglass asphalt shingle and weight of a minimum of a Class 3, UL and FM Impact rated shingle. (1.75" Ice Ball Size), or a comparable or better material and quality.

E. Mailboxes: The mailboxes to be used in the subdivision shall be the "Victoria Style" pedestal mailbox in the "Verde Green" color.

F. Setbacks: Street Setbacks is critical to the of Aesthetics of the neighborhood and must be consistent with setbacks of other homes on the street. In general, the setback from the curb is 45 feet, or greater.

G. Foundations: Foundations shall be stepped down when required such that a maximum of 24 inches is exposed beneath the building siding.

H. Basements: Basements are a requirement for all Single-Family Residences in the Hogan's Mill Development.

The above standards are established by the ARB and are intended to supplement those standards identified in Article XI of the Hogan Mill CCR's. Notwithstanding any provision contained above when there is determined to be a conflict between these standards and the CCR's, the CCR's will take precedent. The ARB is tasked with reviewing all proposed projects to the Hogan Mill Development, and as such will review all projects to the standards set forth in the CCR's. The form attached must be filled out in total and approved by the ARB prior to construction start. The Board is not a substitute for any Architectural or Engineering services needed in the proper execution of any and all construction projects or other professional services supplied by a General Contractor. It is the responsibility of the owner seeking construction to procure those services. The owner shall be responsible for any and all permits that may be required by Grant Country for the proposed project prior to the start of construction. **There shall be a preliminary concept drawing(s) submitted first for approval by the ARB, followed by the final**

Architectural Working drawings & exterior samples and/or brochures for approval. These working drawings shall include a site plan showing the proposed location for the project(s) with setbacks. The ARB will respond to all proposed plans as outlined in the CCR's within 30 days (Section 10.1.5). Construction of any project shall commence within 5 months of the ARB approval, (Section 10.1.6) and be completed no later than 1 year from the official Construction Start date. The ARB can extend the time limit of construction for extenuating circumstances, but the ARB shall be notified 3 months prior to the 1-year construction deadline for completion, that the project will require an extension.

Failure to Enforce Not a Waiver of Rights: Any waiver or failure to enforce any provision of the CCR and ARB requirements in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location on the Property or any other provision of these documents. The failure of the ARB or any other appropriate entity to enforce any part herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other part of these documents.

Architectural Review Board Pre-Construction Agreement

Agreement entered into and between the Hogan's Mill Homeowner's Association Inc. hereinafter known as the "Association" and _____, hereinafter known as the "Owner", on the _____ day of _____.

Whereas Owner has (or is to purchase) Lot Number(s): _____ within the aforementioned development, which are subject to the Covenants, Conditions, and Restrictions of Hogan's Mill, herein after referred to as the CCR's, as recorded in the Grant County Clerk's office, deed book 252, page 614, of which a copy has been provided to the Owner. (See a representative of the ARB listed below if a copy of the CCR's is **not** provided).

Whereas Owner acknowledges the CCR's contain certain requirements and limitations respecting the construction of improvements on lots within Hogan's Mill and all proposed improvements are subject to review and approval by the Architectural Review Board, herein after referred to as the ARB.

Attached hereto and incorporated by reference as "Exhibit A" is a Check list for which the plans for each item shall be provided by Owner to the ARB. Both the conceptual stage sketches and/or drawings and final Architectural Working drawings to be submitted.

The items checked as completed are those Concept drawings and Architectural Working Drawings, plus exterior samples/brochures that the ARB has reviewed and approved, and the Owner may proceed with the construction of those approved items only.

Exterior details will need to be clearly delineated on Concept and Architectural Working Drawings with samples, such as: swatches and/or brochures of the material to be used in construction. The samples or brochures should be submitted with the Architectural Working Drawings. See the checklist below.

Anything in this agreement contrary to any provisions of the CCR's shall be subordinate, and the CCR's shall supersede this agreement.

Regardless of the date of the execution of this agreement, the requirements and obligations herein shall survive closing and be binding upon all parties following closing. Any waivers for fulfillment of these requirements must be in writing, signed by all parties.

Hogan's Mill ARB

Owner

Preliminary Design – ARB Assessment of the Project. **Note: Do not order** any house plans until this step in the process has been approved and completed.

Comment	Approved	Deny	Required
_____	_____	_____	Schematic of the Single Family Residence from a sketch done by by a licensed Architect or from a Home plan book/brochure
_____	_____	_____	Roof Pitch 6:12 Minimum
_____	_____	_____	Basement/Foundation (24” Maximum Exposure)
_____	_____	_____	Floor Plan (Sketch)
_____	_____	_____	Elevations (Sketch)
_____	_____	_____	Walkway & Drive Layout
_____	_____	_____	Grading (Cut/Fill)

Final Design-ARB Assessment of the Project-Working Drawing Phase

Comments	Approve	Deny	Required
<hr/>	<hr/>	<hr/>	Full Set of Architectural Working Drawings w/Site Plan showing Setbacks & Exterior Samples/Brochures

Note: After the ARB reviews and approves the Final Architectural Working Drawings and exterior samples/brochures for the project, the construction may proceed. Any construction deviation from the original approved Architectural Working Drawings, and exterior samples/brochures submitted, with particular regard for the building “exterior”, either a design or material change, must be submitted to the ARB for approval.

Exterior Details

Note: Color samples are required, most manufacturers of the following products will provide you with a color brochure or sample swatch of the product. These samples should be submitted with the Architectural Working Drawings.

Product Description	Approve	Deny	Product
<hr/>	<hr/>	<hr/>	Roof Shingles
<hr/>	<hr/>	<hr/>	Brick, Brick Veneer, Stone
<hr/>	<hr/>	<hr/>	Brick Mortar
<hr/>	<hr/>	<hr/>	Roof & House Trim
<hr/>	<hr/>	<hr/>	Soffit
<hr/>	<hr/>	<hr/>	Gutters & Downspouts
<hr/>	<hr/>	<hr/>	Window Shutters
<hr/>	<hr/>	<hr/>	Garage Door
<hr/>	<hr/>	<hr/>	Doors and Windows
<hr/>	<hr/>	<hr/>	Exterior Light Fixtures
<hr/>	<hr/>	<hr/>	Landscape Details
<hr/>	<hr/>	<hr/>	Walkways
<hr/>	<hr/>	<hr/>	Driveway Surface
<hr/>	<hr/>	<hr/>	Driveway Edging
<hr/>	<hr/>	<hr/>	Fencing
<hr/>	<hr/>	<hr/>	Rear Decks and Terraces
<hr/>	<hr/>	<hr/>	Site Structures

ARB Members for 2023:

Skip Womack

David Holley

Bob Grow

Ken Wilson

Bill Wilson

HOA Secretary: Margaret McDonnell

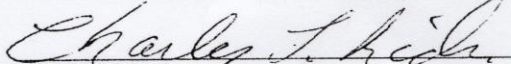
As recorded in Deed Book 252; Page 614 at the Grant County Courthouse in Williamstown, KY

Taken from Article X in the CCR's

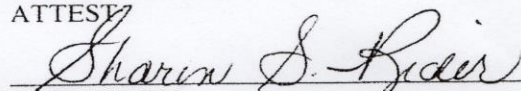
ARTICLE TWELVE
CONFLICTS

Notwithstanding any provision contained above, when there is determined to be a conflict between these bylaws and the Declaration of Covenants, Conditions and Restrictions for Hogan's Mill, the provisions of the Declaration of Covenants, Conditions and Restrictions for Hogan's Mill shall take precedence and control.


HOGAN'S MILL HOMEOWNER'S ASSOCIATION, INC.


PRESIDENT

ATTEST


SECRETARY

ACKMAN, PURCELL & LORENZ, P.S.C.

By: 
EDWARD J. LORENZ
KBA #42165
200 South Main Street
P. O. Box 70
Williamstown, Kentucky 41097
(606) 824-3361

10.1.10 The A.R.B. is empowered to publish or modify from time to time, design and development standards for the entire Hogan's Mill project for one or more of the developments, or for the Single Family Lots, including, but not limited to the following:

- (A) Roof and roof design
- (B) Fence, walls and similar structures.
- (C) Exterior building materials and colors.
- (D) Exterior landscaping.
- (E) Signs and graphics, mailboxes, address numbers and exterior lighting.
- (F) Building setbacks, side yards and related height, bulk and design criteria.
- (G) Pedestrian and bicycle ways, sidewalks and pathways.

10.1.11 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Developer, including, without limitation, Improvements made or to be made to the Homeowners Association Property, shall not be subject to the review of the A.R.B.

10.1.12 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Master Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The Payment of such fees, as well as other expenses of the A.R.B. required to be paid, shall be deemed to be an individual Assessment, enforceable against the Owner and the Unit as provided hereinabove.

10.1.13 Neither the Developer, the directors or the officers of the Master Association, the members of the A.R.B. nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by an Owner or Association within Hogan's Mill or any other party whatsoever, due to any mistake in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner of a Lot, Owner of a Multi-Family Residential Property, Condominium Owner and Association and occupant of any property within Hogan's Mill agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or be assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Master Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. or its members. Neither the Developer, the directors or officers of the Master Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof, and for the quality for construction performed pursuant thereto.

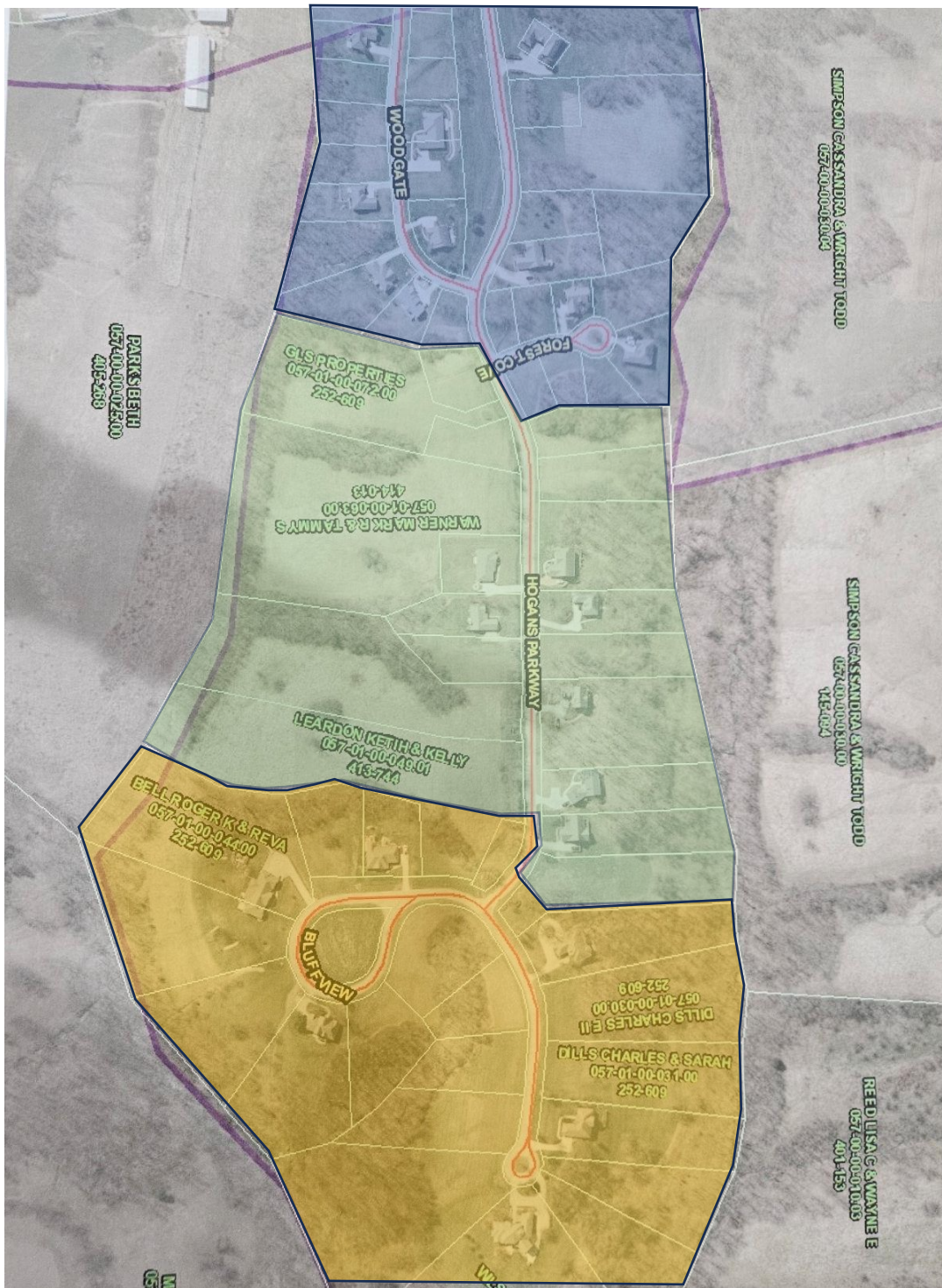
or contours relating to the predetermined ground floor finish elevation as established by Developer and three (3) sets of plans and specifications for the Units landscaping design and irrigation system showing all proposed Improvements, including their site locations. Three (3) copies of a detailed tree survey, showing all existing trees of four inches (4") or more in diameter and major vegetation stands, together with a written application on such form and together with such fees, as may be provided or required by the A.R.B. The A.R.B. may also require submission of samples of building materials and colors proposed to be used, as well as requiring the location of the proposed Improvements to be staked out on the ground.

10.1.4 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may, request and require the submission of additional or supplemental information.

10.1.5 No later than thirty (30) days after receipt of all information required by the A.R.B. for final review (unless the applicant waives this time requirement), the A.R.B. shall respond to the applicant in writing. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.R.B.'s sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and specifications, the A.R.B. shall consider the suitability of the proposed improvements, and the materials of which the same are to be built, the site upon which thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.R.B. fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the A.R.B.

10.1.6 In the event construction of an Improvement is not commenced within five (5) months of approval by the A.R.B. (or Board of Directors, in the event the decision is appealed to the Board of Directors), the approval of the A.R.B. and \ or the Board of Directors may terminate and the Improvement may be treated as if originally disapproved, at the discretion of the A.R.B. and \ or the Board of Directors.

10.1.7 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions or approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.B. to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the A.R.B. (unless applicant waives this time requirement in writing). The A.R.B. shall make a final written decision no later than thirty (30) days after such meeting. In the event the A.R.B. fails to provide such a written discussion within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the A.R.B. to the Board of Directors of the Master Association within thirty (30) days of the A.R.B.'s written review and disapproval. Review by the Board of Directors shall take place no later than thirty (30) days subsequent to the



Legend-Hogan's Mill Development Site Map

Forest Cove & Wood Gate Hogan's Parkway Bluff View