

Select Covenants

ARTICLE IX. ARCHITECTURAL REVIEW

Note: This is meant to be a word-for-word transcription in order to make the document easier to read.

In case of an error the original documents prevail.

Original Governing Documents can be found at OHENC.com.

ARTICLE IX. ARCHITECTURAL REVIEW

Authority

Except for any improvements or construction made by the Declarant on any Lot or upon any other area of the Properties, which shall be exempt from the provisions of this Article IX, no building, wall, fence, ornamentation, structure, or improvements of any nature shall be erected, placed, or altered on any Lot until plans and specifications showing the same together with the location and landscaping improvements and/or changes as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board.

Each of the above referenced items may only be placed and/or changed in accordance with the plans as approved by the Architectural Review Board.

Refusal of approval may be based on any grounds, including purely aesthetic grounds, which is the sole and uncontrolled discretion of said Architectural Review Board seem sufficient.

Any change in the appearance of any building, wall, fence, or other structure or improvements and any change in the appearance of the landscaping, shall be deemed as an alteration requiring approval.

The Architectural Review Board, subject only to any provisions of this Declaration to the contrary, hereby be deemed to have the power to establish such rules and regulations at it deems necessary to carry out the provisions and intent of this paragraph. Provided however that any rules, regulations, and/or fees established by the Architectural Review Board may not take effect until approved by the Board of Directors of the Association.

Membership

The Architectural Review Board shall be annually appointed by the Declarant for as long as the Class II membership exists.

At such time as the Class II membership expires, the ARB shall be annually appointed by the BOD with the Chairman appointed by the President of the Association.

A majority of the Architectural Review Board may take any action said Board is empowered to take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it in whole or in part.

In the event of a vacancy on the Architectural Review Board by death, disability, resignation by any member the remaining members shall have full authority to

designate a successor.

The members of the Architectural Review Board shall be entitled to reimbursement for expenses incurred by any of them for services rendered subject to the approval of the Chairman of the Architectural Review Board and the Board of Directors of the Association.

The members of the Architectural Review Board shall not be entitled to any compensation for service provided outside of reimbursement of actual expenses incurred, subject to the approval of the Board of Directors of the Association.

Submissions

The Architectural Review Board shall act (in writing) on any and all submissions to it within thirty (30) days after receipt of the same and receipt of any required fees as herein provided or else the submission shall be considered approved. Provided however, that no submissions of any nature, whatsoever, shall be considered approved should there exist any delinquency of assessments on the part of the Owner of the Lot on which the plans are submitted.

All requests and submissions shall be in such form and contain such information as the Architectural Review Board may require prior to its being required to act.

The Architectural Review Board may establish a fee to cover the expense of reviewing the plans and related information at the time the plans are submitted for review in order to compensate any consulting professionals including but not limited to architects, landscape architects, urban designers, and/or attorneys.

The ARB may adopt guidelines for the review of residence plans and specifications, subject to confirmation by the Board of Directors of the Association.

Those guidelines, if reduced to writing, shall not in any way constitute the sole guidelines for the construction of a residence.

Appeals

An Owner ruled upon has the right to appeal the decision of the Architectural Review Board to the Board of Directors of the Association provided that all parties involved comply with the decision of the Architectural Review Board until such the decision of such appeal had been made by the Board of Directors of the Association.

Appeals must be legibly written, state the grounds for the appeal and be submitted to the Association or its designee within ten (10) days of the date of the notification of the Architectural Review Board. The Board of Directors shall act upon the appeal by amending, reversing, or confirming the decision of the Architectural Review Board within thirty (30) days of receipt of appeal petition.

The Board of Directors decision shall be by majority vote and any Owner must exhaust this avenue of appeal prior to resorting to a court of law or equity for relief.

Final Inspection

No Owner, tenant, guest, invitee, or other person shall occupy a residence within the Properties until the residence has passed the final Inspection of the Architectural Review Board or the owner has gained written permission of the Architectural Review Board that permission to occupy has been granted in advance of, but not in lieu of, their final inspection.

A grant of occupancy prior to final inspection may be made by the Architectural Review Board when, in its sole discretion, the aesthetic nature of the property per the plans and specifications previously approved has been substantially complied with.

Such grant of occupancy shall carry the signature of the Chairman of the Architectural Review Board and shall contain a date of final compliance with the plans and specifications.

The owner of the lot shall sign the grant of occupancy and the same shall be considered an agreement between the Association and the Lot Owner that the Owner will complete the improvements to the lot on or before the compliance date so specified.

This provision shall apply to the initial construction of a residence and not the remodeling thereof.

Performance Bond

The Architectural Review Board, subject to confirmation by the Board of Directors of the Association, shall have the right to establish and collect from the Owner and/or Contractor of a residence performance bond(s) to insure the completion of a residence in a timely, efficient, and workmanlike manner.

Those performance bonds shall be held in trust pending the completion of the residence by the Treasurer of the Association and shall not be released until all of the requirements of construction, per the plans and specifications previously approved, have been completed and a final inspection letter or certificate issued to Owner by the Architectural Review Board.

In the event that an Owner or Contractor does not complete the residence improvements or fails to do so within the established time frame allowed by the Architectural Review Board, said bond(s) may be partially or wholly seized and used to offset the cost of any damage done to adjacent lots or to the common area, penalties, and/or to complete the lot improvements, subject to the confirmation by the

Board of Directors of the Property Owners Association.

Any and all interest accruing to performance bond(s) shall belong to the Association.

Maintenance

The paint, stain, coating, and any other exterior color and materials shall be maintained on all buildings by the owner thereof as that originally approved by the Architectural Review Board without the subsequent approval of the Architectural Review Board.

Any change in exterior color or materials shall be deemed a change requiring approval.

