



Architectural Review Committee Old Saybrook

Please refer to: Master Declaration of Covenants, Easements, and Restrictions for Old Saybrook Homeowners Association, Inc., Article X

The above Article sets forth the purpose, the design review process, the approval process and cost for any alterations or additions which affects the exterior of the Lot or Dwelling. Please review this article and share with any sub-contractors planning on completing any work to the exterior of your home in Old Saybrook.

Per section II of said article, the architectural review committee shall charge an application fee along with other fees as circumstances dictate.

Below is a general outline of costs one may incur for an application:

Exterior Color Change- Application Fee: \$100.00
(i.e. color change to siding, front door, shutters, shingles, etc.)

Improvements- Application Fee: \$150.00
(i.e. installing fence, swimming pool, out building, etc.)

*Please Note: It is recommended to submit multiple improvements at the same time.

In addition to the application fee for improvements and new installations—an hourly charge of \$125.00/hr or an additional cost will be billed for any time in office or on site in regard to your request.

Please fill out the attached form and submit to Master Plan Homes for all requests.



Architectural Review Committee

Name _____

Address _____

Please list all changes or additions submitted with this application (fence, pool, shed, patio, color change, exterior finish change).

1. _____

2. _____

3. _____

4. _____

5. _____

Per Article X of the OldSaybrook Declaration—
All submissions should have the following:

- Detailed drawings, pictures, colors, or materials
- Lot layout (showing property lines)
- Check enclosed for the Application Fee

*All checks can be made out to Master Plan
Builders

Submission Date: _____

Proposed Start Date: _____

Received By: _____ Date _____

(MPB Representative)

ARTICLE X
ARCHITECTURAL REVIEW COMMITTEE
POLICIES AND GUIDELINES FOR DESIGN CRITERIA

Section 1 - Purpose

In order to assure an attractive, compatible and aesthetically pleasing community, the Declarant hereby establishes an on-going committee designated as the Architectural Review Committee (herein "ARC"). The purpose of the ARC is to implement policies and guidelines for design review for the residential development of Old Saybrook with a view to maximum compatibility of construction and landscaping with the natural beauty and topography of the land within the Old Saybrook Property.

The ARC seeks to assure that overall high grade superior quality construction with emphasis on good design based on that existing in the region will be provided and that some natural material such as stone, brick be mixed with maintenance free siding.

These Policies and Guidelines have been prepared by the ARC for builders and homeowners in their selection of concepts for construction within the Old Saybrook Property. These Policies and Guidelines do not include all building, use and other deed restrictions associated with Old Saybrook and, accordingly, builders and homeowners should familiarize themselves with the provisions of this Master Declaration, Condominium Association(s) Declaration, and Rules and Regulations of the Master Association and the Condominium Association(s). The inclusion of any recommendation in these Policies and Guidelines shall not preclude the ARC's right to disapprove any proposed matter for any reason.

Section 2 - Authority

The authority of the ARC is set forth in this Master Declaration of Old Saybrook, which governs the development of every Building Envelope. The ARC is responsible for carrying out its duties on behalf of all members of the Master Association of Old Saybrook for the benefit of the total community. The Master Board of Trustees shall have the authority and standing, on behalf of the Master Association to enforce in courts of competent jurisdiction decisions of the ARC.

Section 3 - Members

The ARC is composed of up to 3 or 4 natural persons, but not less than 2 natural persons. The size of the ARC and the persons who shall serve on the ARC shall be designated from time to time by (i) the Declarant prior to the end of the Class "B" Control Period and (ii) the Master Board of Trustees of the Master Association thereafter.

The ARC is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors and attorneys in order to advise and assist the ARC in performing its functions.

Section 4 - Design Review Process

- (a) Required Submission. All plans for improvements, including design, site plan, landscape plan and color combinations must be considered and approved as set forth herein prior to commencement of construction.

- (b) Submission Review Guidelines. Plans submitted will be reviewed to see if the plans conform to the Design Guidelines. The ARC may approve the proposal only if the ARC finds that (i) the plans and specifications substantially conform to this Declaration and to the Design Guidelines in effect at the time that the proposal was submitted; and (ii) the proposed improvement will be consistent with the standards within the Property as to the quality of workmanship and materials, harmony of exterior design and visibility with respect to existing structures, environment, location with respect to topography, and finished grade elevations.
- (c) Improvement Definitions. No improvement shall be commenced until found to be in compliance with the Design Guidelines. Improvements shall not include repainting the original color scheme and routine repairs which do not alter the external appearance.
- (d) In addition to how it is defined in the Declaration, improvements mean any of the following:
 - (i) Any alteration or addition which affects the exterior of the Lot or Dwelling;
 - (ii) Anything or object (other than trees, shrubbery and hedges), the placement of which on the lot may affect the appearance of such Lot, including without limitation, any building, garage, porch, greenhouse, bathhouse, covered or uncovered patio or deck, swimming pool, fence, play structure or any temporary or permanent improvement on such Lot;
 - (iii) Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters, from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot;
 - (iv) Any change in grade of any lot of more than twelve (12) inches, and
 - (v) The cutting of any tree with a trunk diameter over three (3) inches at four (4) feet above natural grade.

Section 5 – Plan Approval Process

- (a) Preliminary Submission. Builders shall submit plans and models with color schemes to the ARC for review and general preapproval. No final approval shall be granted unless the Builder has submitted sufficient detail for the ARC to have a complete file with information equivalent to final working plans described in Section 5(b).
- (b) Final Working Plans. Prior to commencement activity, the Builder shall submit to the ARC, two copies of complete site development and building plans to scale. The plans shall include:
 - (i) Complete architectural and structural details, floor plans, decks or balconies, and elevations clearly depicting the design exterior

- appearance, and including types of materials, color trim and detail for each side of the structure.
- (ii) Building site plan with building foundation and dimensions including lot setback distances.
 - (iii) Grading plan showing elevation of foundation, top elevation of curbs, elevation of proposed driveway and flow of surface water across lot.
 - (iv) Driveway location with dimensions and type of surface material.
 - (v) Proposed retaining walls.
 - (vi) Proposed landscape plan.
 - (vii) Proposed exterior lighting plan.

Section 6 – Inconsequential Items.

The Design Guidelines have been designed to provide general standards of the approval of plans. The ARC shall have the right to decide that a variance from the Design Guidelines is slight and inconsequential and will have minimal effect on the overall appearance of the community.

Section 7 – Standards for Approval.

The ARC shall review the plans and specifications. In its review, the Committee shall consider the following: (i) how the structure shall look to the neighbors, (ii) color scheme; (iii) roof line; (iv) landscaping plans and (v) general harmony with the area and natural surroundings. If approved, the ARC shall so note on the transmittal and sign off on all sets of plans. One set of plans shall be returned and the other retained. If the plans and specifications are not approved, the Committee shall note and state the reasons for such disapproval. Such disapproval may be for aesthetic considerations.

Section 8 – Form of Approvals and Denials.

All approvals and denials shall be in writing within 14 days from submission. Any denial of a plan shall state the reasons for the decision. Any plan which has not been rejected in writing within thirty (30) days from the date of submissions shall be deemed approved.

Section 9 – Completion of Construction.

Upon completion of construction, the Owner shall notify the Committee and provide a copy of the Certificate of Occupancy. The Committee shall have the right, but not the obligation to inspect the construction at any stage. If it does so and discovers construction not in accordance with the Approved Plans, it shall notify the Builder or Owner. Upon such notification, the Owner and Builder shall cease construction and take such steps as are necessary to bring the construction into conformity with the approved plans. If the Builder and Owner fail to do so, the Committee shall proceed in accordance with the remedies set forth in the Declaration.

Section 10 – Liability.

Each Owner and Builder shall be responsible to insure that all improvements shall be in compliance with the Master Declaration, the Design Guidelines and the Approved Plans. If the Declarant, the ARC, or the Master Board have acted in good faith on the basis of such information possessed by them, neither the Declarant, the ARC, The Master Board, nor any member thereof shall be liable to the Association or to

any Owner for any damage, loss or prejudice suffered or claimed due to (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (ii) the construction or performance of any work whether or not pursuant to approved plans, drawing, and specification; or (iii) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

Section 11 – Cost of Architectural Review Committee

The Architectural Review Committee's budget shall be part of the annual Master Association assessments to all members, provided, however, the ARC is entitled to charge an application fee and other fees in its sole discretion as circumstances so dictate.

Section 12 – Liability Of Members Of ARC

No member of the ARC shall be liable to the Association, any Owner or any other person for his or her acts or omissions or failure to act in any particular manner.

Section 13 – General Provisions

- (a) In addition the ARC shall prepare for the benefit of Builders and provide same to the Builders when requested but no later than the signing of the purchase contract for a Building Envelope, the following: (i) Old Saybrook Single Family Homes Building Guidelines; (ii) General Construction Guidelines (collectively herein "Guidelines"). These Guidelines are authorized by this Declaration and are binding on the Builders. These Guidelines may be amended from time to time as the ARC deems fit.
- (b) The invalidity of any covenant, restriction, condition, limitation or any other provision herein contained, or any part of the same, shall not impair or affect in any manner the validity, enforce ability of effect of the rest of the ARC Policies and Guidelines for Design Criteria, as established by the Master Board or the ARC.
- (c) The ARC Policies and Guidelines for Design Criteria Review shall be construed and enforced under the laws of the State of Ohio.
- (d) In the event of a dispute over a decision of the Master Board of an appeal, then the exclusive remedy shall be binding arbitration under the American Arbitration Association Arbitration Rules then in effect for the construction industry and all arbitration matters shall be held in Mahoning County.

ARTICLE XI
EASEMENTS

Section 1 - Utility Easements

There is hereby reserved in favor of Declarant and granted to the Association, its successors and assigns, a non-exclusive easement upon, across, over, through and under the Old Saybrook Property, including all Building Envelopes, for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems (whether serving the Common Elements or a Building Envelope) including, but