

TROY VILLAGE
HOMEOWNERS ASSOCIATION
POST-SALE ARCHITECTURAL REVIEW PROCESS

The Troy Village home and site development is governed by the “Declaration of Covenants, Conditions, and Restrictions for Troy Village” (herein after referred to as “Covenants”).

The primary goal of these Covenants is to guide home design, exterior finish, and landscaping to create a functional and aesthetically pleasing community for the benefit of all lot owners in Troy Burne Village.

The Covenants provide for an Architectural Review Committee (ARC), whose purpose is to review all home and landscape plans to ensure conformance with the Covenants and general compatibility.

The developer of Troy Village, Troy Development Corporation, shall be responsible for the review and approval of all initial improvements constructed on some lots, and the Association Board on some lots.

Paragraph 9 of the Covenants titled POST-SALE REVIEW BY ARCHITECTURAL REVIEW COMMITTEE AND POST-SALE LANDSCAPING, states in part: “After completion of construction of the initial approved improvements on any Lot, no additional building, fence, wall, patio or other structure or improvements shall be commenced, erected, or maintained upon such Lot, nor shall any exterior addition, change or alteration to any residence located thereon be made, nor shall any additional landscaping or regarding of such Lot occur, until a complete set of plans and specifications showing the nature, kind, shape, materials, colors, and location of the same have been submitted to and approved by the Architectural Review Committee.”.

The Troy Village Homeowners Association’s Board of Directors (Board) shall act as the Post-Sale Architectural Review Committee and shall be responsible to review and approve all submittals for changes, additions, or modifications to already constructed improvements on a Lot.

The Board, acting as the ARC, established the following procedure for submittal of requests for approval:

1. The Lot Owner must submit to the Board, a written request for review and approval of any proposed changes, additions, or modifications on the attached form.
2. The request must be accompanied by two (2) complete sets of Plans and Specifications in sufficient detail to clearly outline the proposed modifications.
3. Proposed changes, additions, or modifications shall comply with all requirements of the Covenants, in addition, all Lots located on or adjacent to the Troy Burne Golf Club shall comply with the “Declaration of Golf Course Covenants, Conditions, and Easements”.
4. All Plans and Specifications must comply with all applicable building codes, ordinances, and other governmental regulations.

5. The Board shall have thirty (30) calendar days from receipt of any request to approve, approve conditionally, or disapprove the Plans and Specifications. If the Board does not act within 30 days, the request will be deemed disapproved.

6. In the event any changes or modifications are required to the initial set of Plans and Specifications, than two (2) complete sets of the revised Plans and Specifications shall be submitted by the Lot Owner and an additional thirty (30) day approval period shall commence upon receipt by the Board.

7. This procedure has been removed. The numbering of 8,9, and 10, now become, 7,8, and 9.

7. It is the intent of the Board to review Plans and Specifications at no cost to the Lot Owner. However, there may be circumstances when the Board deems it necessary to obtain the advice of an Architect, Engineer, or other professional(s). If this action is deemed necessary by the Board, the Lot Owner will be so notified of the costs involved and if approved to proceed, the Lot Owner will be responsible for any costs incurred.

8. Upon approval, conditional approval, or disapproval, the Board will notify the Lot Owner in writing of its decision and return one set of Plans and Specifications with any appropriate notes. The other set will be retained by the Homeowners Association for future reference.

9. The Board may enter any Lot prior to, during, and following construction to inspect for compliance with approved Plans and Specifications and give notice if non-compliance is found. Any improvements installed on a structure or lot which was not presented for approval or is not in compliance with the approved Plans and Specifications shall be subject to corrective action at the sole expense of the Lot Owner.

10. Applicant must comply with the completion date. An assessment will be charged if construction/installation surpasses completion date and the project has not met compliance with the Declaration of Covenants or the ARC application as submitted. After completion date and prior to the assessment date, there will be a 3 month grace period. During this time, the ARC committee will require a monthly progress report. If at the end of the grace period the project is incomplete, a \$25/week assessment will be charged until compliance has been met.

11. Additional requests will be denied due to not having satisfactorily completing previous project. An approval on a new project will be contingent on completion of a previous project.

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