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MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.

A Florida Corporation Not-for-Profit  
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**ARCHITECTURAL REVIEW COMMITTEE DESIGN REVIEW  
EXTERIOR REPAINT / COLOR CHANGE**

Date: \_\_\_\_\_

From: Property Owner: \_\_\_\_\_ Lot #: \_\_\_\_\_

Property Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

To: Magnolia Point Community Association, Architectural Review Committee

1. Color Change Plan Detail Checklist

\_\_\_\_\_ Complete Paint Color worksheet attached and include required color (chip) samples, noting main house and trim colors.

\_\_\_\_\_ Appendix A Worksheet complete.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Contractor Emergency Contact Number: \_\_\_\_\_

2. **Contractors are responsible for meeting the requirements cited in Appendix B.**

3. All Painting Projects must be completed within six months of application date.

4. Please drop off completed forms and any material samples at the MPCA front gate house or scan and email the forms to [arc@magpt.com](mailto:arc@magpt.com).

**ARCHITECTURAL REVIEW COMMITTEE DESIGN REVIEW  
EXTERIOR COLOR CHANGE**

From: Architectural Review Committee

To: \_\_\_\_\_

1. Your application is approved / disapproved subject to the following conditions, if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

*Note: These plans have been reviewed for the purpose of determining compliance with MPCA Covenants and aesthetic compatibility of existing architectural plans within the community. These plans are approved on a limited basis. No review has been made with respect to functionality, safety, compliance with governmental regulations or otherwise, and any party with respect to such matters should make no reliance on this approval. The approving authority expressly disclaims liability of any kind with respect to these plans, the review hereof, or any structures built pursuant hereto, including, but not limited to, liability for negligence or breach of express or implied warranty.*

*The homeowner is responsible for acquiring any/all applicable permits and inspections.*

**APPENDIX A**  
**WORKSHEET FOR EXTERIOR COLOR CHANGE**

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

1. Is the proposed exterior and trim color the same as the existing colors? \* Yes / No

*\* If the proposed colors are the same (product #, name) as those on the existing house, then the paint will be approved. (Requires paint chips, brands and numbers to be verified).*

2. Are the proposed exterior and trim colors already used in the community? \* Yes / No

*\* If the proposed color combination is already used in the community, the paint colors will be approved following ARC verification of a referenced address.*

Reference Address: \_\_\_\_\_ Verification: \_\_\_\_\_

3. All other exterior and trim colors require completion of the following steps:

A. Paint product name, numbers and sample chips are required.

B. A 6' x 6' section of a house wall and trim must be painted with a sample of the proposed color.

C. Neighbors at addresses on both sides of the house must approve the desired paint combination. It is recommend to seek approval of residents on the opposite side of the street.

Neighbor 1 Address & Approval: \_\_\_\_\_

Neighbor 2 Address & Approval: \_\_\_\_\_

Neighbor 3 Address & Approval: \_\_\_\_\_

Neighbor 4 Address & Approval: \_\_\_\_\_

4. ARC must review painted sample, verify neighbor approvals to issue an approval of new colors. The new paint combination will be available for future repainting colors at other community locations.

ARC Site Visit Date: \_\_\_\_\_ ARC Rep: \_\_\_\_\_

**APPENDIX A**  
**WORKSHEET FOR EXTERIOR COLOR CHANGE**

*This approval concerns only your architectural and/or landscape plans. You are still responsible to obtain whatever easements, permits, licenses and approvals which may be necessary to improve the property in accordance with the approved plans. This approval shall not be considered to be permission to encroach on another property owner's rights to use and enjoy all possible property rights. Approval of the plans does not constitute a warranty or representation by the Architectural Review Committee or any developer or landowner that the proposed improvements will be consistent with the development plans of any other landowner.*

*In addition, this approval does not in any way grant variances to exceptions, or deviations from any setbacks or use restrictions unless a specific letter of variance request is submitted and the party entitled to enforce such setbacks or restrictions issues a specific letter of "variance approval". This approval does not constitute approval of any typographical, clerical or interpretative errors on the submitted plans.*

*Compliance with all applicable building codes is the responsibility of the owner and general contractor/sub-contractors and not that of the Architectural Review Committee, the Association, or any developer. The owner is responsible for positive drainage during and after the construction. No water drainage is to be diverted to adjoining lots, common areas or wetlands.*

*The owner is responsible for informing the primary contractor of these provisions.*

**APPENDIX B**  
**CONTRACTOR REQUIREMENTS & RESPONSIBILITIES**

1. The primary contractor is responsible for subcontractors meeting the requirements as noted.
2. No materials shall be stored in the roadway. Any materials in the roadway will be removed with a minimum charge of \$500 to the primary contractor.
3. Dumpsters are not allowed in any roadway at any time. The primary contractor will be charged for any towing and recovery charges
4. No vehicles or trailers shall be left in the roadway overnight. Any vehicle or trailer left in the roadway after normal working hours will be towed and the primary contractor will be charged for any towing and recovery charges.
5. No vehicles or trailers shall be left on the job site overnight.
6. No signs advertising the contractor or subcontractor are permitted on the job site.
7. Primary work hours:
  - Monday through Friday, 7am - 6pm
  - Saturday, 8am - 3pm
  - No Sundays or major holidays (New Year's Day, Easter, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day).
  - All contractors and vendors must leave Magnolia Point by the end time noted above.
8. Failure to follow the above requirement may result in lack of access into Magnolia Point for the primary contractor and subcontractor responsible for violation.