

**KRYSTAL RIDGE**  
**ARCHITECTURAL REVIEW PROCESS**  
**& GUIDELINES**

**PLEASE SEE ARTICLE IV**

construction and sale by Declarant of the improvements in the Property or Subdivision or Common Property.

C. No rights, privileges and easements granted or reserved in this Declaration shall be merged into the title of any property, including, without limitation, the Property or Subdivision or Common Property, but shall be held independent of such title, and no such right, privilege or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege or easement by express reference thereto.

D. The right of the Declarant in the sole Judgment of the Declarant, without the approval or consent of the Association or any Lot Owner, to use the Common Area to provide access to other Property or other property located in the Subdivision, or other property located outside of the Subdivision, to dedicate all or any of the Common Area to any public agency and to retain an easement for ingress and egress as private streets to serve the Property, the property in the Subdivision, or property outside the Subdivision.

E. Notwithstanding any other provision in the Declaration, the Declarant is irrevocably empowered to sell, lease, or rent Lots on any terms to any purchasers or lessees for as long as Declarant owns a Lot.

So long as Declarant continues to have rights under this Section 3.08. no Person or entity shall record any declaration of covenants, conditions and restrictions or similar instrument affecting any portion of the Property or Common Property without the review by the Declarant and written consent thereto, and any attempted recordation without compliance with this Declaration shall result in such declaration of covenants, conditions and restrictions or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Section 3.08. may not be amended without the express written consent of the Declarant. .Provided, However, the rights contained in this Section 3.08. shall terminate upon the earlier of: (a) the date which terminates eighteen (18) months after the Declarant has completed and sold all of the Lots and the Property in the Subdivision, or (b) upon recording by the Declarant of a written statement releasing the rights of the Declarant under this Section 3.08.

#### Article IV

#### Architectural Committee: Architectural Control

**Section 4.01. Architectural Committee.** The Architectural Committee (the "Architectural Committee") shall be composed of at least three (3) individuals designated and redesignated from time to time: (i) by Declarant for the period which terminates eighteen

(18) months after the Declarant has completed and sold all of the Lots and the Property in the Subdivision or until Declarant releases the right if Declarant elects to do so prior to the termination of said period, and (ii) by the Association thereafter. Delegation of control of the Architectural Committee from the Declarant to the Association shall be evidenced by an instrument signed by the Declarant and filed for record in the Probate Records of Baldwin County, Alabama.

Except as provided in this Declaration, the affirmative vote of a Majority of the membership of the Architectural Committee shall be required in order to approve any plans and specifications submitted under this Article IV.

**Section 4.02. Approval Required.** No structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted, to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, including: (i) architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures proposed for the Lot; (ii) a site plan of the Lot showing the location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all structures, the location thereof with reference to structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; (iii) a grading plan for the particular Lot; (iv) a drainage plan; (v) a plan for landscaping; and (vi) any necessary or appropriate Architectural Committee may charge reasonable fees for the submittal and review of said plans and specifications submitted by the Lot Owner.

**Section 4.03. Basis for Disapproval of Plans.** The Architectural Committee shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

- A. failure of such plans or specifications to comply with this Declaration;
- B. failure to include information in such plans and specifications as may have been reasonably requested;
- C. objection to the exterior design, appearance or materials of any proposed structure;
- D. incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity;

E. objections to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;

F. objection to the site plan, grading plan, drainage plan or landscaping plan for any Lot;

G. objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed structure;

H. objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and structures on such Lot, or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot;

I. failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the Lot; or

J. any other matter which, in the judgment of the Architectural Committee, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located upon other Lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted pursuant to this Declaration, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

THE SCOPE OF REVIEW BY THE ARCHITECTURAL COMMITTEE IS LIMITED TO APPEARANCE ONLY AND DOES NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS.

**Section 4.04. Retention of Copy of Plans.** Upon approval by the Architectural Committee of any plans and specifications submitted pursuant to this Declaration, a copy of

such plans and specifications, approved, shall be deposited for record with the Architectural Committee. The Architectural Committee shall not be obligated to retain such plans and specifications in the files of the Architectural Committee for any particular period of time.

**Section 4.05. Rules of Architectural Committee: Effect of Approval and Disapproval: Time for Approval.** In addition to the Rules, Regulations and Architectural Guidelines promulgated from time to time by the Board of Directors of the Association as provided for in this Declaration, the Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of Architectural Committee discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the right of the Architectural Committee, in the discretion of the Architectural Committee, to disapprove such plans or specifications or any of the features or elements included in said plans or specifications, if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded, provided, (i) that the structure or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the Lot in question.

**Section 4.06. Certificate of Compliance.** Upon completion of the construction or alteration of any structure in accordance with plans and specification or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of said Owner issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies with the requirements of the Architectural Committee. Preparation and recording of such certificate shall be at the expense of said Owner. Any certificate of compliance issued in accordance with the provisions of this Section 4.06. shall be prima facie evidence of the facts stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that, as of the date of the certificate, all structures on the Lot, and the use or uses described

therein comply with all the requirements of this Article IV, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

**Section 4.07, Inspection and Testing Rights.** Any agent of Declarant, Association or the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements on said Lot for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of the structures on said Lot are in compliance with the provisions of this Declaration; and neither Declarant, Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any such inspection shall be for the sole purpose of determining compliance with this Declaration, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the Owner of a Lot or any third (3rd) Person or entities for any purpose whatsoever; nor shall any such inspection obligate the Declarant, the Association or the Architectural Committee to take any particular action based on the inspection.

**Section 4.08. Waiver of Liability.** Neither the Architectural Committee nor any architect nor agent of the Architectural Committee, nor the Association, nor the Declarant, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with requirements of this Declaration, although a certificate of compliance has been issued,, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and any Person relying thereon or benefitting therefrom agrees not to sue or claim against the entities and Person referred to in this Section 4.08. for any cause arising out of the matters referred to in this Section 4.08. and further agrees to and does release said entities and Person for any and every such cause.

**Section 4.09. Owner Obligations.** If the Owner should fail to faithfully execute the plans and specifications submitted to and approved by the Architectural Committee, the Association shall have the right to enter into a contract with a third (3rd) party for the execution of the plans and specifications as approved, and the cost thereof shall be a binding, personal obligation of the Owner when billed by the Association as well as a lien upon the Lot in question. The lien provided in this Section 4.09. shall have the same enforceability and priority as the lien provided for in Article X of this Declaration.

## **Article V** **Zoning and Specific Restrictions**

This Declaration shall not be taken as permitting any action or thing prohibited by the applicable laws, or the laws, rules or regulations of any governmental authority, or by

specific covenants or restrictions imposed by any Deed or lease in the event of any conflict, the most restrictive provision of such laws, rules, regulations, Deeds, leases, covenants, restrictions or this Declaration shall be taken to govern and control.

**Article VI**  
**Site Development**

**Section 6.01. Site to Be Staked Prior to Tree Cutting.** Simultaneously with the submittal of the plans and specifications to the Architectural Committee as provided for in Article IV of this Declaration the improvements for the site of the structure must be staked, the trees must be flagged and such site approved by the Architectural Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, landscape plans and site staking are approved by the Architectural Committee. No tree having a diameter of six inches (6") or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Committee. The Owner must faithfully execute the building plans, site plans, landscape plans and site staking as submitted to and approved by the Architectural Committee.

**Section 6.02. Erosion Control.** Erosion control measures shall be taken by the Owner of a Lot, and the contractors of said Owner, to protect adjacent properties during construction on such Lot and until the soil is stabilized on the Lot. This may be accomplished by the use of temporary retention ponds, silt fencing, hay bails or other protective measures intended to intercept and filter the excess storm water runoff from the Lot. All erosion control measures, including slope stabilization, must be specified on the grading plan and must be approved by the Architectural Committee prior to commencement of grading activities.

Any storm water retention ponds created during construction on a lot shall not remain as permanent ponds after completion of construction unless so provided in the grading, site and landscaping plans submitted to and approved by the Architectural Committee.

If any portion of the Property has been identified as "wetlands" or is located within an area designated as "flood prone" pursuant to Federal law and regulations, all utilization and construction of improvements in said "wetlands" or "flood prone" areas must be in accordance with all Federal, state and local laws and regulations. Any such portion of the Property shall be subject to that certain separate instrument entitled Restrictive Covenant executed by the Declarant and recorded on the same date as this Declaration and all activities conducted within any such wetlands for flood prone areas shall be conducted in accordance with the Restrictive Covenant and the permit issued to the Declarant by the U.S. Army Corps of Engineers, Mobile District pursuant to Section 404 of the Clear Water Act.

**Section 6.03. Utility Lines and Appurtenances.** All gas, water, sewer, telephone, television cable and electrical feeder and service lines shall be installed as underground service unless otherwise approved by the Architectural Committee. All transformer boxes, meters or other such fixtures shall be adequately screened with plants or other materials approved by the Architectural Committee.

**Section 6.04. Connection Points for Utility Service Lines.** To the extent of the interests of the Owner of each lot, each Owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer, telephone, television cable and electricity) at points designated by the Architectural Committee.

**Section 6.05. Landscaping.** The landscape plan must be approved by the Architectural Committee prior to any site disturbance. The landscape plan shall indicate the proposed type, location, size and quantity of all plant materials to be planted on the lot. The landscape plan shall include provision for an underground sprinkler system which is approved by the Architectural Committee. Front, rear and side yards shall be grassed with solid sod. All planting material shall be three (3) gallons or larger with the exception of ground cover.

**Section 6.06. Colors: Architectural Styles.** All exterior building materials and colors must be approved by the Architectural Committee. Excessively bright colors or objectionable noticeable colors are prohibited. All architecture must be compatible with the atmosphere of this Property and must be compatible with surrounding buildings within the Property. No unfinished foundation walls or exposed concrete block shall be allowed on the exterior of any building. Vinyl and aluminum siding shall not be allowed on the exterior of any building. The side wall of any building facing a street or lake shall be required to have the same finishing and exterior details as the front facade of the building. The front facade of the dwelling constructed on Lot 32 must face the lake.

**Section 6.07. Exterior Lighting.** Exterior lighting plans must be set forth on the architectural or landscape plans for a lot, and must be approved by the Architectural Committee. No exterior lighting fixture (other than fixtures approved by the Architectural Committee) shall be installed within or upon any lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent lots or to users of adjacent Common Areas. All modifications to exterior lighting must be approved in writing by the Architectural Committee in advance as provided for in this Declaration. No floodlights shall be attached to the soffits of any building.