

**KODIAK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**Use Restrictions and Architectural Guidelines**

**I. OVERVIEW**

The Kodiak Crossing Homeowners' Association, Inc. Declarant (Developer) has established these Architectural Guidelines (Guidelines) in accordance with the authority granted to them by provisions of the Declaration of Covenants, Conditions and Restrictions (DCC&R's). The Guidelines are established to assure uniform and fair interpretation of the DCC&R's. The Guidelines are intended to provide all lot owners in Kodiak Crossing Homeowners Association, Inc., information about the type, color and quality and grade of material which may be used in construction of various kinds of improvements, the size and location of such improvements, and the procedure followed by the Association for reviewing applications for proposed improvements.

These procedures and Guidelines may be amended by the Board from time to time as it deems necessary and appropriate. The Restrictions of Use in the DCC&R's may be revised only by a vote representing not less than 2/3 of total votes.

**II. BOARD OF DIRECTORS**

In accordance with Article IX of the DCC&R's of the Kodiak Crossing Homeowners Association, Inc., the Board of Directors will appoint an Architectural Review Committee (ARC) to assist in reviewing and evaluating applications for improvements to homes, structures, and properties (lots) within the Subdivision in accordance with the DCC&R's and these Guidelines. The ARC may make recommendations to the Board regarding changes to the Guidelines and recommend approval of variances. Only the Board may approve variances from the Guidelines.

Kodiak Crossing I, LTD retains the exclusive right to review and approve or disapprove all plans and specifications for original construction within the Subdivision.

**III. ARCHITECTURAL REVIEW COMMITTEE**

To achieve the purposes for which the ARC has been established, the following operating rules apply:

**1. Composition:** The ARC will be composed of five (5) members, each of whom is a current resident of Kodiak Crossing Homeowners Association, Inc.

The Board Member: This member will be a current member of the Kodiak Crossing Homeowners Association, Inc. Board and will act as a liaison between the Board and the ARC for routine matters. This member will be an alternate voting member of the ARC.

The Chair: This member will act as the head of the ARC. He or she will be appointed annually by the Board and will be a voting member of the ARC.

ARC Members: Three (3) additional members who will be appointed by the Board.

**2. Terms of Office:** Each member of the ARC will serve for a term of two (2) years and may serve a maximum of three (3) consecutive terms. Any individual who has served on the ARC (in any capacity) for the maximum allowable may serve again after a minimum period of (12) months has elapsed since their last day of service. When a member is no longer able or willing to serve, or in the event of a completed term, a replacement member will be selected by the Board to serve the unexpired term. Terms will commence in January and members' terms will be staggered.

**3. Meetings:** The ARC will meet at least monthly to review applications for improvement. At a minimum, two (2) members must be present to convene a meeting at which voting will occur. The ARC will announce its regular meeting schedule at its January meeting.

**4. Attendance:** Any voting member of the ARC who is absent from three (3) consecutive meetings without valid cause will be considered to have resigned and will be replaced in accordance with the established procedures. A letter advising the individual of this action will be sent by the Management Company at the direction of the Board or the ARC Chair. Under certain circumstances, this attendance requirement may be waived by the Board at the request of the ARC Chair.

**5. Voting:** The Chairperson and the three (3) ARC Members each have one (1) vote. If the application or action concerns a property owned or occupied by one of the members of the ARC, that person's voting rights will be temporarily suspended to avoid any conflict of interest. If there are not sufficient voting members in attendance, the Board Member will not have voting rights.

**6. Records:** Copies of all applications, decisions, recommendations, appeals and meeting agenda will be kept by the Management Company. It is the responsibility of the Chair to forward all such material to the Management Company.

**7. Removal:** Any ARC Member may be removed from the ARC, with or without cause, by a majority vote of the Board. In the event of removal, a successor shall be selected by the Board and shall serve for the unexpired term.

**8. Compensation:** No member shall receive compensation for any service rendered to the ARC.

#### **IV. ARCHITECTURAL REVIEW PROCEDURES**

Plans and specifications for improvements are to be approved in advance. No special consideration will be given in those instances when post-construction approval is requested.

**1. General:** An item can come before the ARC as follows:

- a) A property Owner (or his/her representative) shall submit any application for improvement to the Management Company.
- b) An unapproved improvement may come to the attention of the Board, ARC or the Management Company. The Management Company will send a letter to the Owner

requesting an application be submitted. If no application is received within thirty (30) days, the Management Company will report this to the Board which will take appropriate action.

c) If the unapproved improvement appears to be in violation of the DCC&R's, the initial notification/request to the Owner will be a registered letter.

**2. Applications:** All applications for approval to make any exterior changes, additions, or improvements must be submitted to the Management Company in writing by completing the application form currently in use by the ARC. The Management Company shall coordinate application processing on behalf of the ARC.

Plans and specifications for any exterior change, addition, or improvement should be attached to the application. For room additions and sunrooms, applications must be accompanied by a detailed scale drawing or blueprint showing the three-dimensional relationship of the sunroom to the existing structure. Applications must also include a plot plan showing the location of the improvement in relation to all lot boundary lines, the residence, the easements and the building setback lines. Applications must also include a detailed material list and include the name, address, and business phone number of the contractor or installer, if applicable. Applications may be rejected for failure to provide any of these required items. The ARC reserves the right to require certified architectural and/or engineering drawings. All applications, additional information, or requests for appeal shall be mailed or delivered to the office of the Management Company, not to members of the Board or ARC.

The ARC reserves the right to request any additional information it deems necessary to properly evaluate any application. In the event that the ARC requests additional information, the application shall be considered incomplete until such information is submitted to the ARC and the forty-five (45) day requirement for approval of the application, as described in the DCC&R's, shall not begin until such information is received. In the event that the ARC requests additional information and the information is not received within forty-five (45) days from the date of the request, the application shall be denied. However, the applicant may thereafter submit a new application with the requested information to the ARC for its review.

**3. ARC Decisions:** ARC committee members shall consider each application for compliance with the DCC&R's and these Guidelines. The decision of a majority of members to approve or disapprove an application shall be considered the decision of the ARC.

ARC decisions shall be conveyed in writing by the Management Company to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason (s) for disapproving the application.

Any application that is not approved or disapproved within forty-five (45) days of the date of its receipt shall be deemed to have been automatically denied. In no event shall non-action be deemed to constitute approval of an application for any change, addition, or improvement, or any other item that would violate the DCC&R's. Unless otherwise stated in the ARC's written response, all approved exterior changes, additions or improvements shall be completed within forty-five (45) days of the date construction, installation, or erection is commenced.

**4. Board of Director Appeals:** In the event the ARC disapproves an application, the applicant may submit a written appeal to the Management Company for review by the Board. The Board shall review the appeal at its next meeting following the date upon which the request for appeal is received, and notify the applicant of the Board's decision. All decisions of the Board shall be final.

**5. Status of Application During Appeal:** During the appeal period, the decision of the ARC on the original application shall remain in effect. Further, an appeal of a decision of the ARC shall not be considered a new application resulting in approval of the original application if a response to request for reconsideration is not submitted by the ARC or the Board of Directors within forty-five (45) days of the date of its receipt.

## **V. RESTRICTIONS OF USE**

The following Restrictions of Use are excerpts from the DCC&R's and have been condensed. Homeowners should have received copies of the DCC&R's at closing. Additional copies are available, at cost, from the Management Company. The Restrictions of Use in the DCC&R's may be revised by the Association only by a vote representing not less than 2/3 votes in the Association.

**1. Single Family Residential Use:** Article II, Section A1, page 1. Each lot shall be used for single family residence purposes. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes.

**2. Prohibition of Offensive Uses:** Article II, Section R1, page 6. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's lot or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon.

No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street.

**3. Garbage and Trash:** Article II, Section P, page 5. No refuse, garbage or plant material may be stored or allowed to accumulate except in enclosed containers, screened from view. Trash cans are to be put out for collection no earlier than 6:00 p.m. on day preceding trash pick up and must be returned to area screened from view no later than midnight the day of the pick up.

**4. Clothes Drying:** No outside clothesline or outside facility for drying or airing clothes, household fabric or any other article will be permitted.

**5. Animal Husbandry:** Article II, Section R3, page 6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common household pets. A maximum of four (4) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property, which result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not enclosed in a yard. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the

Lot of another owner or any common area.

**6. Signs and Billboards:** Article II, Section A5, page 1. Only one sign of not more than five(5) square feet will be allowed for advertising the dwelling for sale or lease. Other signage is limited and should comply with the portion of the DCC&R's addressing those stipulations.

**7. Treatment Facilities:** Article II, Section A2, page 1. No lot shall be used for the operation of a boarding or rooming house, residence for transients, group home, family home, community home, day care center, rehabilitation center or treatment facility.

**8. Walls and Fences:** Article V, Section M1, page 4. No walls or fences shall be erected without prior written approval of the Architectural Control Committee.

**9. Antennae/Satellite Dishes:** Article II, Section J, page 4. No antenna of any kind shall be permitted. Satellite Dishes will be allowed provided the following requirements are met for approval:

a) All communication dishes must be located on the interior of the site and should not be visible from fronting streets, or other public view.

b) These dishes and antennae structures are to be painted in a color compatible to the primary building so as to blend in with the surrounding area.

c) All electronic and other ancillary equipment must be screened from public view. The materials and colors of the screen must be compatible with the primary building.

d) All plans for dishes and antennae, together with location map of the specific lot, must be submitted to the ARC for review and APPROVAL IN WRITING PRIOR TO INSTALLATION.

**10. Storage of Automobiles, Boats, Trailers, Other Vehicles and Miscellaneous:** Article II, Section A6, page 2. No automobiles, boats, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored on any public street, right-of-way, front yard area or on driveways. Only legal, operable vehicles may be parked in the driveways. No vehicle may be parked or operated on any portion of the Common Areas. This includes but is not limited to retention ponds, access easements and cul-de-sac islands. This excludes mowing or maintenance type equipment used for the purposes of repairs to the Common Areas. No Structures of any kind shall be placed or erected on any of the common areas, without written approval of the Board of Directors. This includes but is not limited to, bicycle or skateboard ramps, basketball goals or other playground type equipment. The dumping of trash, yard clippings or other refuse on the common areas shall not be permitted. All vehicles including motorcycles must be parked within paved areas and be in working, legal (current tags and inspection) condition. Inoperable vehicles must be stored in garages.

## ARCHITECTURAL GUIDELINES

The following Guidelines were established by the Declarant. They are intended to further insure consistency in decisions and assist in expediting the decision process. The Guidelines are intended to augment the Legends Bay Homeowners Association, Inc. DCC&R's and not replace or override them. All are based on the specific rules established by the appropriate governing documents. These Guidelines may be amended by addition, deletion or alteration at any time the Board deems appropriate.

**1. Precedents:** While the ARC will make every reasonable attempt to be fair and equitable, the ARC will not necessarily be bound by past decisions. The ARC reserves the right to disapprove applications for improvements that require a variance from the established Covenants if it believes that such changes are not in the best interest of the future of Kodiak Crossing Homeowners Association, Inc., even if a precedent was set by a decision of the Developer.

From time to time the ARC will make a decision that, in retrospect, may not be in the best interests of the community. The ARC reserves the right to recognize such a situation, document it in the minutes of a meeting and no longer permit its use as a precedent. The same right applies if the ARC makes an error in allowing a change or addition to these Guidelines.

**2. Landscaping:** In general, the addition or movement of trees, shrubs and other live items of landscaping is not acceptable without a formal review by the ARC. These Guidelines apply both to items that create a non-acceptable condition upon installation and items that grow to become non-acceptable. Removal of individual trees is discouraged unless the tree is diseased, dead, severely damaged or poses a hazard. Removal of multiple live trees, without suitable immediate replacements, other than for safety reasons, from any single property will not be approved.

### **3. Exterior Lighting:**

**a) Changes to Existing Lighting:** Outside lighting which was installed at the time of original construction or which was installed after original construction with the approval of the ARC may be replaced with a new fixture provided that the wattage of the new fixture does not exceed the wattage of the existing fixture or 150 watts, whichever is greater. Existing gas lighting may be converted to an electric incandescent bulb provided that (i) the incandescent bulb is a clear glass type, and (ii) the lighting color is white.

**b) Security Lighting:** Security Lighting shall be permitted with the ARC's approval so long as the total wattage for all security lights does not exceed 300 watts. All security lighting shall be mounted behind the back plane of the house. No pole-mounted security lights (including sodium vapor and mercury vapor) shall be permitted. No security light fixture shall be allowed above the eaves of the house or garage. Exceptions to mounting security lighting behind the back plane of the house and/or allowing security lighting above the eaves of the house or garage may be granted by the ARC if the design and location of the house and/or garage on a lot warrant an exception. No more than one (1) mercury vapor light of not more than 150 watts shall be permitted on any lot. Sodium vapor lights are permissible provided that each sodium vapor light does not exceed 70 watts.