

CRESTWICK CROSSING HOMEOWNERS' ASSOCIATION, INC.
C/O SIGNATURE REALTY AND MANAGEMENT, INC
4003 HARTLEY RD JACKSONVILLE, FL 32257 904-268-0035 TAMMYCL1273@GMAILCOM

REQUEST FOR ARCHITECTURAL REVIEW FOR ALTERATION OR ADDITIONS

OWNER'S NAME: _____ UNIT NUMBER _____ LOT: _____
OWNER'S MAILING ADDRESS: _____
DATE SUBMITTED: _____ DAYTIME PHONE: _____ CELL: _____ FAX: _____
WHAT TYPE OF ALTERATION OR ADDITION (DESCRIBE IN DETAIL):

NOTE: Fencing, Storage Sheds, Decks, Patios and other exterior additions requires a COPY OF YOUR SURVEY with requested addition (changes) drawn on the plan. Fencing MUST be installed with smooth side facing out (towards other property or street) and the posts INSIDE the fencing. PLEASE NOTE: Approval by the Association does not guarantee that any erected fence or structure will not encroach a neighboring property. Association will not be held liable for any such encroachments nor costs associated with moving an installed fence due to this approval.

THE FOLLOWING MUST BE SUBMITTED WITH THIS APPLICATION:

1. Plans or drawings from the vendor (be sure they are licensed and insured to protect yourself!)
2. Materials to be used such as paint color (paint chips must be attached with this form)
3. Description of project, estimated date of commencement.

OTHER INFORMATION YOU WANT THE COMMITTEE TO CONSIDER WHEN REVIEWING THIS REQUEST:

CONTRACTOR/VENDOR INFORMATION:

COMPANY NAME: _____ PHONE: _____
ADDRESS: _____ CITY _____ STATE _____ ZIP _____
LICENSE NUMBER: _____ PERMIT NUMBER: _____ DATE ISSUED _____

Note: **Only the PROPERTY OWNER as listed on the title to the property may request any architectural changes.** If a contractor is hired it is the owner's responsibility to be sure they have proper insurance and licensing for the work being done. It is also the owner's responsibility to ensure permits are obtained through the City of Jacksonville prior to starting work and for forwarding final inspection reports to the association upon completion.

Please note this approval is for architectural review purposes only! This approval does not overrule any Federal, State or Local governing agencies, regulations, permits requirements, etc. It is the responsibility of the property owner to obtain and comply with such. The Association is released from all boundary line disputes. The owner is responsible for obtaining their survey to confirm lot lines and easements PRIOR to starting any work.

NOTE: If Approved, this project must be started within **90 DAYS** from the date of this approval of this approval will be considered null and void requiring resubmission of such request. **The ARC has 30 DAYS from the date of receipt to accept or decline the request.**

FOR ARCHITECTURAL REVIEW USE ONLY – DO NOT WRITE IN THIS AREA

Review date: _____ Reviewed by: _____
Comments: _____
Approved: _____ (YES/NO) or Reason for Disapproval: _____
If application sent back to owner for further information/consideration, on what date: _____
Permit Required? (YES/NO) If required, was copy submitted? (YES/NO)
Final Inspection Date: _____ Did project comply with application (YES/NO)
If no, what action is to be taken? _____

Fifty and No/100 Dollars (\$150.00). Each Lot will be subject to the capital contribution Assessment only once, all future conveyances of any such Lot being exempt.

ARTICLE V.
COVENANTS AND RESTRICTIONS

5.1 Approval of Improvement. Except as originally constructed by the Developer or a Developer approved builder, no building, fence, wall, or other structure (including without limitation any building, outbuilding, shed, garage, swing set, jungle gym, or other playground equipment, flagpole, antenna, or any such similar device) or landscaping or other feature affixed to the land shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and color and location in relation to surrounding structures and topography and finished grade elevations and landscaping, by the Developer, or by an architectural review committee composed of one (1) or more representatives appointed by the Developer or, after the Transfer Event, a representative designated by a majority of the Board of Directors. In no event shall any swing set, jungle gym, or other playground equipment be placed in the front or side yards of any Lot, it being the intent hereunder that all such improvements shall be constructed only in the rear yard of any Lot; the location, design, and color of such recreational equipment must first be approved by the same methodology as any other improvement requested by this Declaration and shall be hidden from view by an approved fence and landscaping. No basketball hoops shall be placed within any right of way or on any Lot in any manner which would preclude use of the paved driveway on such Lot for ingress and egress to said lot or parking of a motor vehicle. Requests for approval shall be in writing delivered to Developer or the architectural review committee by Certified Mail Return Receipt Requested. In the event the Developer, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this Section 5.1 shall be satisfied. However the inaction of the Developer or architectural review committee shall not entitle any Lot Owner to violate any of the requirements of this Declaration. The right of approval set forth herein shall pass to the Board of Directors of the Association upon the Transfer Event.

An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees, and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the Association or any architectural review committee harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

Neither the Developer, members of the architectural review committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall remain in Developer unless and until assigned to another party.

5.2 Use Restrictions. No structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than: (i) (a) one (1) single-family dwelling (which may include mobile manufactured housing), not to exceed two (2) stories in height; and (b) one (1) private garage to accommodate up to two (2) cars or [three (3) cars with approval of Developer]; or (ii) recreational facilities in the event the Developer elects, in its sole discretion, to construct such recreational facilities upon one (1) or more Lots, and in which event the restrictions contained in this Article V shall not apply. In addition, nothing herein contained shall be construed to prevent Developer from using any Lot for a sales office or for a right-of-way for road purposes or easements, in which event none of the restrictions herein shall apply to such specific property during the period of such use.

5.3 Fences. No fencing shall be commenced without prior approval by the architectural review committee. No fencing shall be closer to the dedicated right-of-way than the rear corner of any structure and in the case of a corner Lot, no fencing shall be closer to the side street than the rear corner of the structure closest to the side street.

No fence which exceeds six (6) feet in height can be erected on any Lot without the approval as required by Section 5.1. Fencing shall be installed with the finish side of fence material facing the outside.

As to Lots, if any, which include a portion of any Stormwater Retention Ponds (as hereinafter defined), no fence shall be erected closer to (i) the Stormwater Retention Ponds than ten (10) feet from the "top of bank" as designated on the recorded Plat of the Property, or (ii) within any designated Conservation Easement or within any designated "buffer" or "wetland buffer" as shown on the Plat. Any such fence shall be not exceed four (4) feet in height along said "top of bank" boundary and must be constructed of metal or wood, with spacing between pickets not more than four (4) inches. In the event fencing is to be used to enclose a swimming pool, the Lot Owner is responsible to verify local code requirements for swimming pool fencing.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by Section 5.1 shall be obtained. This restriction does not apply to any perimeter fencing, trees or landscaping which have been or may be created in the future by the Developer or its successor, and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

5.4 Set Back Lines. No structure of any kind shall be located on any Lot nearer than (i) twenty (20) feet to the front Lot line, (ii) fifteen (15) feet to any side street line, (iii) ten (10) feet to the rear Lot line, or (iv) five (5) feet to any side Lot line.

Restrain fence every 2 years