



### STANDARD REQUIREMENTS FOR FIRE PITS

1. The Committee does **not** review and approve fire pits unless you are building a structure to place your fire pit in.
2. Location of a fire pit must stay within the boundaries of the property line.
3. If you have any easements, whether it is a utility, pipeline, landscape, drainage easement, along your back property line, any improvements (for example, fences, dog kennels, landscaping, fire pits) located within any part of a Lot which is subject to an easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement.
4. The graded slopes and swales, as established by Developer and approved by the municipality, shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain. Activities undertaken that may damage or interfere with established slope and swale ratios, create erosion or sliding problems or that may change the direction of flow of drainage channels or obstruct or impede the flow of water through drainage channels are **not** permitted. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.
5. It is **your responsibility** to contact the municipality in which you live in to ensure the installation will be in compliance with the municipality codes and ordinances. Committee approval does not supersede the need for any municipal approvals or permits. **A building and zoning permit may be required prior to the installation.**

### NOTICE GIVEN TO OWNERS

1. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions and Restrictions (the "Restrictions"), as well as, Amendments to the Declaration of Protective Covenants, Conditions and Restrictions ("Amendments"), if any, of the neighborhood.
2. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").
3. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non-compliance.
4. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.
5. Owners agree to construct improvements as approved by the Committee and submit any changes prior to construction.
6. Nothing contained herein shall be construed to represent those alterations to lots or buildings in accordance with these plans shall not violate any of the provision of the Building and Zoning Codes established by the municipality, to which the property is subject to as well as any applicable easements on the property. Further, nothing contained herein shall be construed as a waiver or modification of said Restrictions.
7. Nothing contained herein shall be construed to represent those improvements, as approved by the Committee, are buildable.
8. Where required, appropriate building permits shall be obtained for the municipality prior to construction. Nothing contained herein shall be construed as a waiver of said requirement.
9. Owner(s) agrees and grants express permission to the Committee to enter on the Owner's property at a reasonable time to inspect the project, during and after construction.

