

FISH HAWK TRAILS HOMEOWNERS ASSOCIATION, INC.
CONSENT AND AUTHORIZATION FOR INGRESS AND EGRESS ACROSS COMMON AREAS
WITHIN THE FISH HAWK TRAILS COMMUNITY

We, the undersigned, having the authority, hereby grant to _____
of _____ our consent and agreement to allow ingress and egress to the
above listed property by crossing our common area property, as defined for the purpose of
_____ at the above-mentioned
address.

It is the intent of these documents that the Fish Hawk Trails Homeowners Association shall hold the above-mentioned Lot Owner totally and completely responsible for the expense of repair and/or replacement of any damage to the common areas arising out of this granted means of ingress and egress. This area, if damaged as determined by us, shall be restored to its original condition, as determined by and to the complete satisfaction of, the Fish Hawk Trails Homeowners Association within 30 days from completion of project.

Henceforth, the above listed Lot Owner agrees to be liable for any expense associated with the repair and/or replacement, as determined necessary by the Fish Hawk Trails Homeowners Association, to any or all of the following, but no limited to:

1. Damaged turf
2. Tire ruts
3. Regarding original elevations
4. Damaged landscaping
5. Damaged shrubs
6. Sod replacement and required daily watering for a period of 30 day
7. Grass hydroseeding and required daily watering for a period of 14 days
8. Damaged fencing and/or walls
9. Damaged sprinkler equipment
10. Damaged sidewalk replacement
11. Replacement of any damaged sections of the exercise path

Further more, the Fish Hawk Trails Homeowners Association may also require any and all of the following items, prior to the commencement of construction, or at any time, but not limited to:

1. Installation and removal of silt fencing to industry standards for erosion control
2. Installation and removal of temporary fencing or wooden parries around specified trees, landscaping, or shrubbery on the common property or upon neighboring private property for the protection of their root base and/or limbs and branches
3. Installation and removal of temporary fencing or wooden barriers to limit the path of travel to specified and predetermined areas of the common property
4. The required bi-monthly maintenance and/or mowing of any areas deemed inaccessible by ordinary means within the above listed temporary fencing or wooden parries until such time as they are removed.

This consent and authority agreement shall remain in effect for the duration of the above listed improvement, or six months, whichever is shorter.

Any default, refusal, or failure to execute on any part of condition of approval of this agreement by the Lot Owner shall grant the Fish Hawk Trails Homeowners Association the unlimited and immediate right to

terminate this agreement and commence any corrective actions as deemed necessary to restore the common areas to their original condition.

Any such default, refusal, or failure to execute on the part of the Lot Owner, or termination of agreement by the Fish Hawk Trails Homeowners Association, does not exempt the Lot Owner from the liability of expense of said restorations.

If there are any conditions of approval to this agreement it shall be signified here:

THERE ARE CONDITIONS FOR APPROVAL _____

THERE ARE NO CONDITIONS FOR APPROVAL ____

These conditions, if any, shall be listed as an addendum and attached to this agreement. These conditions may include specific written paths of travel and/or maps or drawings to indicate such, any materials and/or installation of methods of barriers, silt fencing, or other items as listed in the Conditions of Approval.

The Lot Owner(s) listed above, by signing this document does hereby agree, that they have read and understand this document and any addendums in it entirety, and have had any questions pertaining to these documents explained to his/her complete satisfaction and understanding.

The Fish Hawk Trails Architectural Control Committee (ACC)

Does ____

Does not ____

Recommend to the Board of Directors, the granting of such request for ingress and egress at this time.

ACC _____ Title _____ Date _____

The Fish Hawk Trails Homeowners Association

Does ____

Does not ____

Hereby grant its consent and authority for the ingress and egress across common property as listed in this agreement and any Conditions of Approval listed as an Addendum to this agreement.

_____ Title _____ Date _____
Board Member

_____ Title _____ Date _____
Board Member

Lot Owner _____ Date _____

Lot Owner _____ Date _____

