

Owner's Construction Requirements

Cedar Highlands Homeowners Association

cedarhighlandshoa.org

P.O. Box 1921

Cedar City, UT 84721

Contact Chuck Davis at 435-590-7833 Prior to Building, Email; diggerf16@yahoo.com

The Cedar Highlands Homeowners Association (CHHOA) is governed by an elected Board of seven (7) members who are authorized to enforce all the rules and regulations of the Declaration of Covenants and Restrictions (CC&R's) of the Cedar Highlands Subdivision. The CC&R's authorize the Board to create an Architectural Review Committee (ARC). The ARC's primary purpose is to review, approve and monitor home construction or lot improvements within the subdivision to assure compliance with CC&R's and other established rules and restrictions.

By issuance of this document, the Board notifies you that all new or subsequent construction activity by a lot/homeowner and/or their agent or contractor will be monitored by the ARC for compliance with the CC&R's and the construction requirements listed herein. Lot or homeowners are advised to become familiar with CC&R provisions as well as the additional requirements listed herein. Further, the homeowner is officially advised the rules, provisions and requirements of the CC&R's and ARC construction requirements will be strictly enforced with the lot/homeowner promptly notified of any complaint of noncompliance and the corrective action, if any, to be taken as well as the date by which it must be completed.

Failure to comply with a notice of complaint may result in loss of all or a portion of the construction deposit and, if necessary, water service being terminated or a lien placed on the homeowner's property sufficient to assure future corrective action will be taken. The CHHOA is responsible to the entire membership for preserving and enhancing the natural beauty and serenity of the subdivision and its surroundings and expects that every lot or homeowner will do likewise.

ARC Rules and Requirements for Lot Improvement or Home Construction

1. Submission of Plan Design and Related Materials: The lot owner is responsible for and understands that all building plans must be submitted, reviewed and approved by the ARC and once approved that such plans or construction may not be altered therefrom without ARC approval. Further, that such plans, drawings, elevations, road and driveway grades and selection of the type and color of exterior materials were approved as submitted, and that any alterations, deviations, or violations of approved plans during construction are a violation of the CC&R's and these rules and will be grounds for withholding all or a portion of the homeowner's refundable deposit.

2. Site Preparation and Preservation: When construction or lot improvement plans require a disturbance or clearing excavation of the site, the limit of disturbance shall be physically marked on the site so that all workers and equipment operators will be aware of the disturbance boundary. Any disturbance of the grounds outside of boundary limits shall be reclaimed or restored immediately. "Reclaimed" means regrading the property outside of boundary markers to its original contour inclusive of restoration of natural drainage, restoration of topsoil in a manner like unto its appearance before excavation, seeding or planting of native plant species found on disturbed site, or any other method the ARC may require for restoring the area.

3. Preserving Subdivision Road Integrity and Condition: The CHHOA maintains the Greens Lake/High Cedar Highlands main road and all interior roads within the subdivision. To minimize wear and tear on the road, heavy equipment and trucks with heavy loads should not use the roads when the

road base is wet or saturated. The presence of snow-cover on or snow banks along the roadside are generally accepted indications of a saturated roadbed; or, following heavy rains the roadbed may be temporarily saturated. Rutting, or other road destruction to the Association's right of way or culverts caused by the homeowner's contractor's heavy equipment must be promptly repaired and in no wise hinder or obstruct through traffic by subdivision residents. Violation of this rule may cause the Association to make repairs and back charge the responsible home owner/builder or keep all or a portion of the homeowner's refundable deposit.

4. Maintenance of Subdivision Road Conditions: The Greens Lake/High Cedar Highlands Road is a winding mountain road with frequent tight curves. Travel over these roads can be difficult if not treacherous at times. Vehicle speed is posted at 15 mph. Although this road is usually snowplowed in the winter, the Association strongly advises the use of four wheel drive vehicles at all times to access subdivision properties and interior roads. **WARNING: USE OF 2 WHEEL-DRIVE VEHICLES IN THE WINTER IS STRONGLY DISCOURAGED!** If a vehicle belonging to a lot/homeowner's contractor, subcontractor or labor force substantially damages a subdivision road in excess of normal wear, the lot/homeowner is responsible for assuring their contractor repairs the road or reimburses the Association for the costs thereof. Litter along the road (i.e., food, paper trash, soda or beer cans and bottles, and/or the dumping concrete and cleaning out cement trucks (rinsate) on neighboring lots or right-of-ways is prohibited and is grounds for withholding all or a portion of the homeowner's refundable deposit.

5. The owner/builder is responsible for assuring and enforcing that their contractor's, contractor's subcontractors and laborers are aware of and adhere to the following rules:

A. Right to Peaceful Existence: There shall be no loud noises or offensive behavior which disturbs any resident living within the Subdivision, (i.e., loud playing of music/radio, shouting or noisy vehicles. Per Iron County ordinance, all dogs brought to the worksite must be leashed, chained or otherwise confined to work trucks. Any violation of this rule following the first notice of complaint is grounds for withholding all or a portion of the homeowner's refundable deposit.

B. Construction Hours – Curfew: There shall be no exterior or outside construction after sundown or 6 PM whichever comes earliest. Also, construction shall not commence before 6 AM or sunup whichever is later. Repeated violation of this rule following the first notice of violation will be grounds for withholding all or a portion of the homeowner's deposit. If, due to unforeseen conditions, the homeowner's contractor must perform exterior work past sundown or 6 PM or before sunup or 6 AM, he must provide adequate notice to all neighboring residents at least 24 hours before. Continued violation of this rule following the first notice of complaint is grounds for withholding all or a portion of the homeowner's refundable deposit.

C. Beginning and Completion of Improvements: Prior to construction, owner to deliver in writing to the ARC committee the date that construction will commence. Construction of all improvements, including painting and all exterior finish, shall be completed within 24 months from the beginning of construction so as to present a finished appearance when viewed from any angle.

D. Proper Disposal of Construction Waste/Trash: Disposal of any construction materials, trash, concrete rinsate, motor oil or other waste materials is not allowed anywhere within the subdivision, except in proper receptacles (i.e., dumpsters). Disposal of construction materials is not allowed in the Cedar Highlands Homeowners dumpster located at the bottom of Greenlakes Drive. The owner/builder must provide a suitable dumpster or waste receptacle on their building site within 5 days of the commencement of construction and it must remain until the project is completed. Dumpsters shall not be placed on any portion of the road right of way and must be placed at least 10 feet back from the edge of the 66' road right-of way. Construction waste and/or trash must not be allowed to accumulate nor spread intentionally or unintentionally to the property of other lot/homeowners and/or Association common areas. **All Construction debris or trash is to be collected and placed in the dumpster or waste receptacle at the close of each workday.** Failure to remedy this violation within three (3)

working days from the first notice of complaint, or repeated violation of this provision after the first notice of violation is grounds for withholding all or a portion of the homeowner's refundable deposit.

E. Portable Restroom: The homeowner/builder must provide a portable, self contained, outdoor restroom (i.e., Porta-Potty) for use by the construction crew for the duration of the project. This facility shall not be removed until water service has been established to the dwelling and plumbing has passed final inspection. The portable restroom shall be located at least fifteen feet (15') from the edge of the Association's right-of-way, which equates to thirty-eight feet (38') from the center of the road, and at least fifteen feet (15') from any neighboring lot. Violation of this rule following the first notice of complaint is grounds for withholding all or a portion of the homeowner's refundable deposit.

F. Lot Signs: Only one 18" x 24" sign per building lot shall be allowed. The homeowner/builder will be notified of any violation of this rule and will be given five (5) days within which to correct the violation or all or a portion of the refundable deposit may be withheld.

G. Temporary Dwellings: Temporary dwellings (i.e., Recreational Vehicles, Fifth Wheels or trailers) are prohibited during construction except for use solely by the lot/homeowner. Upon the first notification of complaint, the homeowner shall have 5 days to remove the temporary dwelling. Failure to do so in that time period is grounds for withholding all or a portion of the homeowner's refundable deposit.

6. Prohibited Uses of the Association Right-of-Way: All roads within the subdivision have a 66 foot wide right-of-way and are under the full ownership and control of the CHHOA. All construction vehicles, equipment, trailers or flat beds shall be parked only on the property under construction and not on the Association's road right-of-way. Further, no construction action, material deliveries or drop offs shall take place within the Association road right-of way. Utility markers (i.e., "bluestakes") for phone, water, gas or electricity may be allowed so long as access traffic by residents is unhindered and unobstructed. Further violation of this rule after the first notice of complaint is grounds for withholding all or a portion of the homeowner's refundable deposit.

7. Maintenance of Proper Culvert and Drainage Channels: The construction site shall maintain proper drainage control and culvert integrity so that any surface runoff is appropriately channeled to existing culverts and drainage systems. Sediment, rock, and soil from the construction site must be contained on the property with proper drainage control in effect along road sides at all times. Owners' contractor shall not put or allow the collection of construction debris, trash, rock, soil, cement slabbing or broken portions thereof to accumulate or collect in Association culverts or drainage ditches bordering their lot. The homeowner shall be fully responsible and liable for restoring any portion of a damaged culvert or drainage ditch caused by his contractor and/or subcontractors or laborers. Any such damage to the culvert or drainage ditches must be repaired within 5 days of the notice of complaint to avoid the withholding of all or a portion of the homeowner's refundable deposit. If the Association is required to make repairs to the culvert, and the invoice for such work exceeds the homeowner's deposit, the homeowner will be required to pay the Association the difference in addition to losing the full amount of the refundable deposit.

8. Construction Plan Submittal and Deposit: All plans shall be submitted to and approved in advance of construction by the Architectural Committee of the Cedar Highlands Homeowners Association (ARC). No construction shall commence until the ARC has reviewed and approved in writing and returned a signed copy thereof to the homeowner. The homeowner is responsible for submitting a complete set of plan drawings, and material samples along with a deposit of \$4,000 to the Chairman of the ARC or to the HOA Board Secretary. Approval by the ARC of any submitted plans shall not be given until this, the Owner's Construction Requirements, agreement is signed by the homeowner and submitted to the Chairman of the ARC. **One thousand dollars (\$1,000) of the homeowner's construction deposit is a nonrefundable impact fee. The remainder of the deposit may be withheld**

in whole or in part by the Association depending upon the homeowner's compliance with these rules and provisions during all phases of construction inclusive of a final compliance inspection by an ARC member at the completion of construction. Commencement of construction on any lot within the subdivision prior to submitting and receiving written approval of building plans is a serious violation of these rules and one for which the Association may withhold all or a portion of the refundable deposit.

9. Notices of Complaint for Rule Violations: When an infraction of any of these rules is observed and reported to the ARC Chairman, the homeowner will be notified of the infraction in a letter sent by certified mail. The homeowner will be given a specific date or time period within which to rectify the infraction. Failure to do so will be grounds for withholding all or a portion of the homeowner's refundable deposit. Upon the conclusion of construction, the homeowner is responsible for notifying the ARC of same and requesting return of the refundable portion of their deposit. Depending upon the homeowner's compliance with all rules stated herein and/or the homeowner's response (or nonresponse) to notices of violation(s), the ARC may agree or disagree to refund all or a portion of the \$3,000 deposit.

10. Appeal of the ARC Denial of Refund: Should a homeowner decide to contest the findings of violations and/or withholding by the ARC of the \$3,000 refundable portion of their deposit, he or she must file an appeal in writing with the President of the Board of Directors within 15 days of receiving their written notice. The President will acknowledge receipt of the written appeal by the homeowner and notify the appellant of the time and date of the hearing.

11. Homeowner Financial Responsibility: The homeowner shall bear full financial responsibility and liability for any and all damages caused by their contractor, his subcontractors and/or laborers to adjoining lots, the Association right-of-way and or Association common areas. Should the amount of such damages exceed \$3,000, the homeowner will be invoiced for such amounts and failure to pay same may cause the Association to attach a lien to the homeowner's property, suspend water service and/or assess a monetary fine.

I hereby agree as a condition of ARC approval of my submitted application inclusive of all plans, drawings and materials list to comply with all of the above stated ARC rules and CC&R's. I also accept and understand that my failure to do so will result in a withholding of all or a portion of my refundable deposit.

Signed: _____
(Owners) Date (Name of Contractor or Sub Contractor)

Signed: _____
(All Owners) Date

Block: _____ Lot: _____

Date: _____

Contact phone and fax numbers: _____

E-Mail: _____

CEDAR HIGHLANDS HOMEOWNERS ASSOCIATION

Owner's Application to Build, Landscape, Fence, etc. Lot Block

Owner Names _____ Phone _____

Mailing Address _____

E-Mail Address _____

Property Address _____

The following information is required for consideration of application by the Board of Trustees

Type of Construction: Home _____ Detached Garage _____ Outbuilding _____ Other _____

Square Footage: Main Level _____ Second Story _____ Loft _____ Basement _____

Total Square Footage: _____

Wall _____ Retaining Wall _____ Landscaping _____ Other _____

DWELLING INFORMATION: *(Form also for submitting changes after completed construction.)*

CHECKLIST

- 1. Plot plan showing setbacks, driveway, septic tank, leach lines, plus location and route of utilities. _____
- 2. Complete set of plans with:
 - a.) All elevations _____
 - b.) Any changes to land contour with grade of driveway..... _____
- 3. Exterior - **Product brochure or sample required**
 - a.) Roof - materials and colors _____
 - b.) Exterior of home - materials and colors _____
 - c.) Rock, brick, etc.- materials and colors _____
- 4. Landscape Plan (No Lawn) _____
- 5. Plans for fence, wall, retaining walls, shed, detached garages, etc..... _____

Owner has read both, the Conditions, Covenants and Restrictions of the Cedar Highlands Homeowners Association and the Owner's Construction Requirements concerning the subject property. Owner agrees to abide by same throughout the construction of home / improvement. Failure to do so will result in loss of all or part of owners Security Deposit and may be subject to additional financial liabilities as described in the above documents. Date to begin construction _____

All Owners Signatures _____ **Date** _____

All Owners Signatures _____ **Date** _____

All Items Received by _____ Title _____ Date _____

Committee Recommendations: _____

Fee Schedule

New Construction of Home, Garages, Out Buildings or Additions

Due to the significant increase in construction in Cedar Highlands, and the impact that this has had on subdivision roads, the Cedar Highlands Architectural committee has proposed and passed a \$1,000 impact fee for all new construction. This impact fee is non-refundable and is meant to offset the added cost of road maintenance due to increased wear and tear from large trucks and construction vehicles. This impact fee is in addition to the already existing \$3,000 refundable Security Deposit, of which some or all may be withheld due to failure to comply with Architectural Committee rules.

New Home Construction fees are \$4,000 total

\$3,000 Security Deposit for New Initial Construction
\$1,000 Non-Refundable Impact Fee

The following addresses the issue of any new additions, garages and out buildings constructed after the certificate of occupancy has been received by the lot owner.

Additions to a dwelling unit per square feet

I. 0-500 sq. ft.	\$1,000 Refundable Security Deposit	\$250 impact fee
II. 501-1,000 sq. ft.	\$1,000 Refundable Security Deposit	\$500 impact fee
III. Over 1,000 sq. ft.	\$1,000 Refundable Security Deposit	\$750 impact fee

Non-dwelling units (Garages, Outbuildings, Sheds, Carports, etc)

A. 0-100 sq. ft.	\$1,000 Refundable Security Deposit	\$ 0 impact fee
I. 101-500 sq. ft.	\$1,000 Refundable Security Deposit	\$250 impact fee
II. 501-1000 sq. ft.	\$1,000 Refundable Security Deposit	\$500 impact fee
III. Over 1,000 sq. ft.	\$1,000 Refundable Security Deposit	\$750 impact fee