

Owner's Construction Requirements

Cedar Highlands Homeowners Association
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Contact the ARC Chairman Prior to Building or Excavating E-Mail: arc@cedarhighlandshoa.org

The Cedar Highlands Homeowners Association (“CHHOA” or “Association”) is governed by an elected Board of five (5) members who are authorized to enforce all the rules and regulations of the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) of the Cedar Highlands Subdivision. The CC&Rs authorize the Board to create an Architectural Review Committee (“ARC”). The ARC’s primary purpose is to review, approve and monitor all construction or lot improvements within the subdivision to assure compliance with CC&Rs and this Owner’s Construction Requirements document.

By issuance of this document, the Board notifies you that all new or subsequent construction activity by a property owner and/or the property owner’s agent or contractor will be monitored by the ARC for compliance with the CC&Rs and the construction requirements listed herein. Property owners are advised to become familiar with CC&R provisions as well as the additional requirements listed herein. Furthermore, the property owner is officially advised the rules, provisions and requirements of the CC&Rs, and Owner Construction Requirements will be strictly enforced with the property owner being 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, a notice of non-compliance placed on the property owner’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 property owner will do likewise. If the property owner fails or otherwise refuses to take the necessary corrective action after receiving notice, then the Association may levy fines and/or perform the necessary maintenance and repairs and levy a special maintenance assessment against the property and the property owner.

As can be seen in the following paragraphs, the property owner, as the HOA member, is the responsible party for all items. This responsibility cannot be passed on to a contractor or other entity.

ARC Rules and Requirements for Lot Improvement or Home Construction

The following are applicable to all improvements to any lot within the Association. This includes grading, paving, structures, clearing of land, drainage, etc. If you were to choose to grade in a driveway, without building at that time, a form is required. Thinning vegetation for Fire purposes does not require the form unless you are changing the nature of the property. **Lawns are an unacceptable land usage per CC&Rs (Article IX, Section 3).**

1. Submission of Plan Design and Related Materials: The property owner is responsible for and understands that all building plans must be submitted, reviewed and approved by the ARC. Once approved such plans or construction may not be altered therefrom without ARC approval.

Owner's Construction Requirements

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&Rs and these rules and will be grounds for withholding all or a portion of the property owner'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 re-grading 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 property owner's election of doing construction during the wet months (defined as November through April) will require extra vigilance for both the Association and the property owner. The presence of snow-cover on or snowbanks 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 property owner's contractor or contractor's heavy equipment must be immediately repaired to as good or better condition and in no way hinder or obstruct through traffic by subdivision residents. Property owner must report, to any member of the Board, any damage to Association property within 24 hours. Violation of this rule may cause the Association to make repairs and back charge the responsible property-owner or keep all or a portion of the property owner'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. All **trailers are strongly discouraged during winter months.**

WARNING: USE OF 2 WHEEL-DRIVE VEHICLES IN THE WINTER IS STRONGLY DISCOURAGED!

If a vehicle belonging to a property owner's contractor, subcontractor or labor force substantially damages a subdivision road in excess of normal wear, the property-owner is responsible for the repairs to the road or reimbursement to the Association for the costs thereof. Litter along the road (i.e.: food, paper trash, soda or beer cans and bottles) and/or dumping concrete and cleaning out cement trucks (concrete rinsate) on neighboring lots or rights-of-way is prohibited and is grounds for withholding all or a portion of the property owner's refundable deposit.

Owner's Construction Requirements

5. The property owner is responsible for assuring and enforcing that the property owner's contractors, contractor's subcontractors, and laborers are aware of and adhere to all of the Association's rules including:

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 6.08.010, 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 property owner'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 property owner's deposit. If, due to unforeseen conditions, the-property owner's contractor must perform exterior work past sundown or 6 PM or before sunup or 6 AM, the property owner or the property owner's contractor 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 property owner's refundable deposit.

C. Beginning and Completion of Improvements: Prior to construction, the property owner must deliver in writing, to the ARC, the date that construction will commence. Construction of all exterior improvements, including painting and all finishes, shall be completed within 24 months from the beginning of construction so as to present a finished exterior 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 Association's dumpster located at the bottom of Cedar Highlands Drive.** The property owner must provide a suitable dumpster or waste receptacle on the property owner's building site within five (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 or spread intentionally or unintentionally to the property of any other property owner 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 property owner's refundable deposit.

E. Portable Restroom: The property owner 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

Owner's Construction Requirements

following the first notice of complaint is grounds for withholding all or a portion of the property owner's refundable deposit.

F. Lot Signs: Only one 18" x 24" sign per building lot shall be allowed. The property owner 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 property owner. Upon the first notification of complaint, the property owner shall have five (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 property owner'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.: "blue stakes") for phone, water, gas or electricity may be allowed so long as access traffic by residents and their guests 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 property owner's refundable deposit.

7. Maintenance of Proper Culvert and Drainage Channels: Property owners with new construction must include a driveway culvert at the juncture with the road if there is any chance of runoff from the owner's property affecting the Association's road. The culvert should be a minimum of 20' long and 18" in diameter, and must be buried so that snow removal does not damage the culvert material or placement. Further, each end of the culvert shall be marked with appropriate markers that can be seen above the snow so that snow removal equipment will not damage said culvert.

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 roadsides at all times. Owner's 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 the property owner's lot. The property owner 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 five (5) days of the notice of complaint to avoid the withholding of all or a portion of the property owner's refundable deposit. If the Association is required to make repairs to the culvert, and the invoice for such work exceeds the property owner's deposit, the property owner 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 ARC. No construction shall commence until the ARC has reviewed and approved in writing and returned a signed copy thereof to the property owner. The property

Owner's Construction Requirements

owner 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 property owner and submitted to the Chairman of the ARC. **One thousand dollars (\$1,000) of the property owner'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 property owner'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.

Any structure (no matter whether built on-site or trucked in) that is over 200 sq. ft. requires a building permit issued by the Iron County Building Department. The HOA will not give approval until proof of a permit is provided to the HOA.

9. Notices of Complaint for Rule Violations: When an infraction of any of these rules is observed and reported to the ARC Chairman, the property owner will be notified of the infraction in a letter sent by certified mail. The property owner 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 property owner's refundable deposit. Upon the conclusion of construction, the property owner is responsible for notifying the ARC of same and requesting return of the refundable portion of their deposit. Depending upon the property owner's compliance with all rules stated herein and/or the property owner'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 property owner 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 Association President will acknowledge receipt of the written appeal by the property owner and notify the appellant of the time and date of the hearing.

11. Homeowner Financial Responsibility: The property owner 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 property owner will be invoiced for such amounts as an assessment to the property owner and failure to pay such amount may cause the Association to attach a lien to the property owner's property for unpaid assessments as allowed under the CC&Rs and Utah statute.

12. Full Responsibility and Liability: The lot owner has the full responsibility and liability for the project. It is not the responsibility of the Association to monitor or enforce these provisions on contractors, subcontractors or any worker.

Owner's Construction Requirements

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

CHECKLIST

1. Plot plan showing setbacks, driveway.
 2. Complete set of exterior plans with:
 - a.) All elevations _____
 - b.) Any changes to land contour with grade of driveway _____
- Please Note: Iron County requires 15 ft. between any structures on a lot.
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 _____ **E-Mail:** _____

All Owners Signatures _____ **Date** _____

All Owners Signatures _____ **Date** _____

All Items Received by _____ Title _____ Date _____

Checks received for Project: Impact Fee chk # _____ Date _____
Deposit chk# _____ Date _____

Committee Recommendations: _____

Deposit returned Date: _____ by: _____ Method _____

Project closed Date: _____ by: _____

Owner's Construction Requirements

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 Review 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 Association rules and construction requirements.

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

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

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