

SKYRIDGE MOUNTAIN COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL REVIEW GUIDELINES

FINE SCHEDULE

July, 2024

1 - INTRODUCTION

This SkyRidge Mountain Community Association, Inc. Architectural Review Guidelines Fine Schedule (the “Fine Schedule”) is intended to supplement the Architectural Review Guidelines (the “Guidelines”) and other Governing Documents and replace any prior fine schedules in place for the Architectural Review Committee (the “ARC”). The purpose of this Fine Schedule is to promote the ARC’s ability to uphold the standards set forth by the Guidelines.

1.1. Adoption of Fine Schedule.

The SkyRidge Mountain Community Association, Inc. (the “Association”) held an open Board meeting by and through the Association’s Board of Directors (the “Board”) after giving proper notice of the meeting in accordance with Utah Code Ann. § 57-8a-226. Such meeting’s noticed purpose was to, in part, adopt and impose this Fine Schedule. During the meeting and after consulting with ARC, the Board adopted this Fine Schedule. Pursuant to § 12.1.6 and § 12.4.3.6 of the Declaration of Covenants, Conditions and Restrictions For SkyRidge Mountain Community (the “Declaration”) the Association is authorized to adopt this Fine Schedule to establish ARC-related fees and fine an Owner, or contractor, subcontractor, agent or employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents, including without limitation the Guidelines.

1.2. Replacement of Prior ARC Fees.

On or about January 7, 2022 the Association previously adopted fees for performance of certain services and duties by the ARC. The prior fees implemented by the January 7, 2022 meeting are hereby repealed and replaced in with this Fine Schedule.

2 – DEFINITIONS

2.1 Definitions.

Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Guidelines. If a capitalized term is not defined in the Guidelines the capitalized term shall have the same meaning .as set forth in the Declaration.

3 – FINE SCHEDULE

3.1 Reservations.

The Association reserves the right to issue fines to the Owner and/or the Owner’s contractor, subcontractors, and/or other agents for the violation of any of the procedures set forth in the Guidelines and Governing Documents. All fines imposed will be responsive to the nature and consequences of the violation.

3.2. Fine Schedule.

The Fine Schedule is as follows:

3.2.1. Site Violations – first and all subsequent fines

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| Commencing work prior to obtaining ARC approval of Plan: | \$10,000 |
| Unauthorized road closure: | \$10,000 |

3.2.2. Building Violations – first and all subsequent fines

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|--|-----------------|
| Failure to submit Plan: | \$10,000 |
| Failure to build to Plan: | \$10,000 |
| Commencing work on unauthorized alterations to a Plan: | \$10,000 |
| Failure to comply with height restrictions: | \$10,000 |
| Failure to install exterior features of the Plan: | \$10,000 |
| Use of exterior materials that do not match Plan: | \$10,000 |
| Use of unapproved exterior light fixtures: | \$500/per light |

3.2.3. Inspections

Move-in to Dwelling prior to issuance of Certificate of Occupancy: \$500

3.2.6. Other Fines.

In the event of non-conformance or non-compliance of any term of the Governing Documents is deemed not to be a violation outlined above, the following fine schedule shall control:

First Fine: \$500

Second Fine: \$1000

All subsequent offenses: \$5,000 and/or Stop Work Order

3.3. Fine Process.

3.3.1 A fine may be assessed for each and every violation of each and every specific provision, prohibition, and requirement of the Governing Documents.

- a. First Violation. The Association shall give a written warning to the owner, by hand-delivery, first class mail, or email which shall notify

the owner of the violation and inform the owner that a fine will be imposed if a second similar violation occurs within one calendar year, or, if a continuing violation is not cured within 48 hours.

- b. Second Violation. Upon the second violation of the same type after a warning in any one-year time period, or a continuing uncorrected violation after the initial 48 hour warning period, a fine shall be imposed on the Owner in accordance with the Fine Schedule Contained herein.
- c. Third Violation or Subsequent Violations. Upon the third violation and each additional violation of the same type within a one-year period, or a continuing uncorrected violation of at least ten days after the assessment of the second fine and each subsequently assessed fine, a fine shall be imposed on the Owner in accordance with the Fine Schedule Contained herein.

3.3.2 An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards below.

3.3.3 If a hearing is requested, no interest or late fees shall accrue related to the fine until after the hearing has been conducted and a final decision has been rendered by the Association.

3.3.4 All requests for hearing shall be in writing and shall be mailed or delivered to the Board or the Association's Manager.

3.3.5. The hearing shall occur within not less than 15 days after the Owner delivers a written request for hearing and the Owner shall be provided notice of the hearing at least fourteen (14) days before the date of the hearing.

3.3.6 The foregoing shall not apply to enforcement of the ARC's inspection of work and correct of defects under Declaration Article VI Section 7.

3.3.7 Hearing shall be governed by the following rules:

- a. The Owner must appear at the time and place designated by the Board for the hearing. The hearing may be conducted electronically.
- b. At the hearing, the Owner contesting the fine shall be entitled to fifteen minutes to present evidence to challenge the alleged occurrence of the violation of the rule or such other evidence and information as the Owner believes is pertinent or appropriate to the consideration of the Board.

- c. The Board may establish and announce at or before the hearing any other reasonable rules regarding the hearing.
 - d. The Board may rely on any reasonable information and evidence in determining whether or not a violation of the Governing Documents has occurred both initially and after a hearing.
 - e. Within ten days following the hearing, the Board shall issue and mail to the Owner a written decision regarding the dispute by first class mail or email
 - f. The Board's decision shall be final.
8. Any fine which remains unpaid after the Board's decision, or after the time for requesting a hearing has expired without a hearing being requested, may be collected as an unpaid Assessment as set forth in the Governing Documents.

The ARC shall refer Owners, contractors, subcontractors, or other Owner's agents who the ARC has deemed to be non-conforming to the Board. The Board shall evaluate the ARC's submission. Once the Board deems an Owner, contractor, subcontractor, or other Owner's agent to be in violation of the Guidelines, Bylaws, Declaration, or other applicable Rules and Regulations, including without limitation this Fine Schedule, the Board shall proceed as outlined above Fine Schedule. Fines for non-conformance shall be assessed as outlined above.

3.4. ARC Review Fee.

The ARC shall invoice the Owner \$6,000 for review of Plan(s) and review of the home during construction and upon completion of construction.

3.5. Performance Bond.

Prior to beginning construction, the Owner shall provide the Association with a cash bond (the "Bond") to be held by the Association to guarantee the Owner's compliance with the ARC Rules and other Governing Documents. Any fine assessed against the Owner may be taken out of and deducted from the bond. Any cost incurred by the Association to enforce the Governing Documents against the Owner or its invitees, or to repair any damage caused by the Owner to any Common Area or other Lot may be taken out of and deducted from the Bond. If any funds are removed from the Bond, the Association may require the Owner to replenish the Bond to the full amount and if the Owner fails to do so, the Association may revoke approval of the plans and specifications and/or halt construction on the Owner's Lot. The Bond may be held by the Association in its operating account, need to be segregated into a separate account, and interest shall not accrue on the bond for the benefit of the Owner while it is held by the Association. The Bond shall be returned to the Owner only after the following provisions are complied with:

- (a) All construction has been completed in accordance with the plans and specifications approved by ARC (including but not limited to, exterior materials and colors, square footage, and outbuildings);
- (b) All dumpsters have been removed;
- (c) All portable toilets have been removed;
- (d) Any damage to adjacent roads and rights-of-way have been restored;
- (e) The landscaping on the property has been fully installed;
- (f) The Lot and surrounding property has been cleaned of all debris; and
- (g) A final Certificate of Occupancy has been issued by the County

The Bond shall be refunded in accordance with the SkyRidge performance agreement provided; however, the Bond runs with the land and shall be refunded to the current property owner regardless of who the owner was when the Bond was collected.

The amount of the Performance Bond is: \$20,000