

Sweetwater Golf Course Homeowners Association
(SGCHA, Association) Planning Committee
Shed Building Application and Review Form

Make sure to initial and sign where required.

Return the form and electronic versions of all documents to swgolfbuilding@gmail.com

A. Property Owner: _____

Subdivision & Lot #: _____ Property Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Mobile Phone: _____ Email: _____

B. General Contractor: _____ State License #: _____

Individual to Contact: _____

Mobile Phone: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Liability insurance carrier/policy number: _____

C. Construction Information.

1. Please mark all applicable options:

_____ Shed

2. SQ FT Living: Total SQ FT: _____ (Must be 300 sq ft. or less)

3. Roof material and color: _____ **Roof Slope:** _____

4. Siding material and color: _____

It is recommended to include a color code for paint or stain. Example: Sherwin Williams Pure White SW 7005. Any material color change must be preapproved

before application. Email Exhibit A with any changes for approval. Failing to obtain preapproval may result in having to repaint, fines and other sanctions.

D. Documentation Checklist That Must Be Submitted Electronically with This Request

1. ____ A plat plan to scale showing setbacks from property lines. Indicate on your plat plan how you will handle water run-off. Driveways requiring culverts for run-off water shall be a minimum of 12" diameter, with 2" metal debris grates at both ends, and shall be shown on the plat plan. In addition, indicate where equipment and materials will be stored onsite during construction.
2. ____ Maximum height of completed shed is 15 ft. from the lowest finished grade elevation contiguous to the dwelling. This is determined before any digging is started and is based on the existing contour of the lot.
3. ____ Shed buildings shall be setback a minimum of thirty (30) feet from the front lot line, six (7) feet from any rear or side lot line unless on a corner lot in which case the setback shall be twenty (20) feet from the roadside lot line.
4. ____ A building application fee of \$150 payable to Sweetwater Golf Course HOA. After a preliminary review, you will be sent an invoice with a link to pay. This application will be submitted to the Planning Committee for approval once payment is made in full.

E. Important Construction Requirements/Stipulations

1. **Behavior.** All personnel working, visiting, or delivering materials to the construction site shall comply with the provisions of the governing documents of the Association, including but not limited to, the CC&R's, bylaws, rules, etc.. These are available at www.sgcha.com. It is the owner's and/or the general contractor's responsibility to ensure personnel are informed and understand their obligation to comply with the governing documents.
2. **Excavation.** There is no excavating, or use of roads by vehicles larger than a 2-ton delivery truck, from November 15 to April 1 without written permission from both the SGCHA and Bear Lake Water Company. The cost of repairs to any road or utility damaged as a result of any construction activity will be the responsibility of the owner.
3. **Restoration.** Any roads or swales directly or indirectly impacted by construction activity, shall be restored to their original condition, or better, prior to construction activity. Types of construction activities that impact roads are using heavy equipment on the road, grading and excavation activity near or on the road, utility trenches, etc. Restore swale profile (see attached swale profile) to match existing swale prior to construction activity. If riprap/rock existed in the swale prior to

construction, provide riprap material in swale to match existing. Slopes of roadways and swales are to match slope prior to construction activity. During and after construction activity existing surface drainage is to be maintained as originally existed prior to construction activity. Owners are encouraged to document/photograph existing conditions prior to construction activities and to make the SGCHA aware in writing of any conditions that may result in the owner/contractor to fix/replace at their expense.

4. **Trenches.** No trenching may occur across any roadway/swale.
5. **Backfill and Compaction.** All trenches within the roadway section, including swales, are to be backfilled with untreated base course that is compacted in 8" maximum lifts. Compaction shall be done to 95% of the maximum modified proctor density (ASTM D1557) and must be inspected and certified by a licensed engineer. Compaction of material is to be done with proper compaction equipment such as: smooth wheeled roller, sheepsfoot roller, vibratory roller, rammer (jumping jack) and vibratory plate compactor. Hand tamping is not permitted.
6. **Road Damage.** Any road damage caused by the owner shall be repaired within two (2) weeks and will require the use of a special inspector to ensure proper compaction tests have been complete. If any road damage is not properly repaired and approved by a special inspector owner will be responsible for any costs.
7. **Completion.** All shed structures shall be completed in no more than eight (8) months from the time construction begins, including paint, stain or varnish, unless written approval is given by the SGCHA.
8. **Construction Waste and Sanitation.** Construction waste or materials shall not be placed in the dumpsters provided for household waste. A contractor's dumpster, or trash trailer, is required to be on the construction site until the project is completed. A port-a-potty is also required on site at all times during construction activities, unless a functioning toilet inside the home can be used. Failure of personnel to use on-site sanitation facilities is a violation of the SGCHA rules.
9. **Construction Activity.** All construction activity shall be contained within the property specified in this application. No personnel may utilize, cross, or trespass on property owned by any entity other than that of the owner named in section A of this application.
10. **Parking and Storage.** It is the responsibility of the owner/contractor to provide adequate parking on site. All vehicles, trailers, equipment, materials, etc. associated with construction activities shall be parked/stored on the property identified in this application. No vehicles may be parked on the street at any time.

The parking and dumpster area off of Kimball Lane may be used for unloading material or equipment temporarily but may not be used overnight without express prior written approval of the SGCHA. Such approval will have a specific use and time frame.

Violations will result in towing at the vehicle owner's expense.

11. Snow and Other Hazards. The SGCHA has dirt roads that may be hazardous and present challenges for construction activities. It is the owner/contractor's responsibility to clear the snow off their construction site as necessary to support construction activities. Snow removal that interferes with a roadway, a right of way, another owner's property, etc. or creates additional work for the SGCHA's snow removal/road maintenance contractors will result in the owner being charged for the cost to the SGCHA to remedy the situation.

12. Changes or Modifications to Approved Plans. All construction must be in accordance with the original plans submitted and approved. The Planning Committee must approve in writing, by addendum to this application, any changes or modifications including structural additions/changes, garages, color changes to buildings, roofs, etc. before construction begins or deviates from the original approved plan. Any deviation or change, without written prior approval of the SGCHA (and county building inspector as necessary) may have to be removed and/or replaced at the owner's expense.

13. Misc. Barbecue and fire pits shall comply with the Association's governing documents and must be approved by the Fire Chief of the Garden City Fire District. (Please contact Garden City Fire District @435-881-6313)

14. Fines. Failure to comply with the SGCHA's governing documents, including the provisions of this construction application, will result in fines being assessed to the owner in accordance with the Rules Manual. Notification of construction violations, along with a time to cure, will be given via phone call, text message, mail or email to the owner and/or contractor identified in sections A and B of this application.

The owner will be billed for balances the fines. Unpaid fines are subject to late fees, finance charges, legal fees, liens against the property, etc..

F. Hold Harmless Acknowledgement:

I agree to hold harmless the Board of Directors and/or the SGCHA in their review of any matter submitted to such Planning Committee. These plans have been reviewed for the limited purpose of determining the aesthetic compatibility of the plans within the community. These plans are approved on a limited basis. No review has been made with respect to functionality, safety, and compliance with governmental regulations, building

code or otherwise and any party with respect to such matters should make no reliance on this approval. The approving authority expressly disclaims liability of any kind with respect to these plans, the review hereof, or any structures built pursuant hereto, including, but not limited to, liability for negligence or breach of express or implied warranty. There shall be no liability on the Board of Directors, the SGCHA, nor any authorized committee representative of the Association for any loss, damage or injury arising out of, or in any way connected with, the performance of the duties of the SGCHA.

G. Other Conditions.

The owner/contractor will pay for and secure any/all necessary licenses and permits as may be required by law and will not start on the improvement until all required approvals and permits have been obtained. Approval of the improvement or change by the Association DOES NOT constitute approval by local governmental entities, including but not limited to local building or zoning departments, nor drainage design, nor structural soundness.

The owner is responsible for future maintenance and repairs of the improvement or change. The Association will NOT maintain the improvement or change, nor will the Association be responsible for repairing any damage to the improvement or change, nor any damage caused as a result of the improvement or change. In the event the construction of the requested improvement or change causes damage to any other property within the community, the owner will bear full responsibility for that damage.

The owner/contractor will be responsible for the immediate on-site clean-up and proper disposal of any/all trash, debris, material, etc. generated as a result of the work. Use of Association trash receptacles is prohibited. A roll off, or other suitable trash containment trailer shall be on-site during construction.

The owner/contractor agree that all applications, denied or approved, are further subject to the Association's governing documents, Declaration of Covenants, Conditions and Restrictions, By-Laws, Articles of Incorporation, Rules Manual, and this application. Any improvement which, although mistakenly approved by the Board of Directors and/or the SGCHA, is in contravention of a provision of the Declaration, Rules and Regulations or any governmental code, regulation, statute, or ordinance is deemed denied regardless of the consent previously given and such consent shall not be a waiver of the Association's right to enforce said covenant, rule or regulation as if the request for the improvement had been denied.

The owner/contractor must contact the Association for a final inspection when the improvement or change is complete, and I authorize entry onto my property for exterior inspection. Failure to notify the SGCHA or refusal to allow inspection shall result in the withdrawal of the SGCHA's approval of my request.

The owner shall be responsible for the Association's reasonable attorney fees and costs

related to failure or the owner/contractor to obtain approval or to properly complete the improvement regardless of whether the request or application is later approved.

The owner/contractor agree that the Association may request additional information relating to the improvement prior to approving this request and/or prior to the completion of the improvement and the owner/contractor will immediately comply with any such request(s). Failure to comply shall result in the withdrawal of the Planning Committee approval, if previously granted, and waiver of any time limits imposed upon the Association.

If the improvement as built or completed does not conform to the improvement as approved by the SGCHA, upon written request of the SGCHA, the owner will at their expense and cost, promptly restore the property to substantially the same condition as existed prior to commencement of the improvement or bring the improvement into conformity, whichever is required by the SGCHA.

The owner/contractor agree that the SGCHA has thirty (30) days to review and respond to this submission from the date the SGCHA receives the request. This document and any supporting documents will be kept as part of a permanent file.

The owner/contractor agree that this approval concerns only the architectural and/or landscape plans. The owner/contractor are responsible for obtaining whatever easements, permits, licenses and approvals which may be necessary to improve the property in accordance with the approved plans. This approval must not be considered to be permission to encroach on another property owner's rights to use and enjoy all possible property rights. Approval of the plan does not constitute a warrant or representation by the Planning Committee or landowner that the proposed improvements will be consistent with the specific subdivision's CC&Rs.

In addition, the owner/contractor agree this approval does not in any way grant variances to, exceptions, or deviations from any setbacks or use restrictions unless a specific letter of variance request is submitted and the party entitled to enforce such setbacks or restrictions issues a specific letter of "variance approval"; this approval does not constitute approval of any typographical, clerical, or interpretative errors on the submitted plans.

The owner/contractor agrees that compliance with all applicable building codes is the responsibility of the general contractor and the owner and not that of the Planning Committee. The Owner/contractor is responsible for positive drainage during and after the construction of the lot. The owner/contractor further agree no water drainage is to be diverted to adjoining lots or common areas.

The owner/contractor agree that compliance with all approved architectural and landscaping is the responsibility of the Owner of legal record, and any change to the approved plans without prior Planning Committee approval subjects these changes to

disapproval and enforced compliance to the approved plans may result.

H. Certification & Agreement of Owner/Contractor

As owner/contractor of this property, I have read and have a copy of the Declaration of Covenants, Conditions and Restrictions, Association bylaws, and the Rules Manual. The owner/contractor has also read, understand and agree to be bound by the SGCHA Planning Committee Hold Harmless Acknowledgement and the Other Conditions of this application. The owner/contractor hereby agrees to the terms and conditions of this agreement, and will comply with all rules, regulations, codes, covenants, restrictions, conditions, policies, and procedures of the SGCHA. If approved, this Application becomes null and void if work or construction is not commenced within one hundred eighty (180) days, or if construction is suspended or abandoned for a period of one hundred eighty (180) days at any time after work is commenced, or if work is not completed within twenty-four (24) months of approval. These timelines may be extended with written approval of the Association. All provisions of laws and ordinances governing this type of work shall be complied with, whether specified herein or not. The granting of this Application does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and this Application is submitted under penalty of perjury.

Homeowner Signature: _____ Date: _____

Contractor Signature: _____ Date: _____

The Planning Committee has the right to accept or deny any request for approval. In the case of denial said committee has the obligation to prepare in writing a general statement to the applicant of other requirements which need to be met to obtain approval. The Planning Committee has no obligation to the applicant beyond such statement, except to be fair and impartial in all of its judgments.

This application is to ensure compliance with SGCHA governing documents only and is not an expressed or implied certification (architectural, engineering, or otherwise) of any specific aspect of the submitted plans or the lot on which the construction will take place. Utility providers may require additional equipment or work be performed that is outside the control of SGCHA.

We the undersigned Planning Committee have reviewed and approve / deny the plans

Planning Committee

Approved - _____

Exterior Color

Approved - _____

Design & Aesthetics

Approved - _____

Final Inspection:

An inspector approved by SGCHA will need to inspect the exterior of your finished home and overall project prior to the Rich County final inspection. Failure to do so is a violation of governing documents and will result in fines. It is the owner/contractor's responsibility to contact the SGCHA at swgolfbuilding@gmail.com when the property is ready for SGCHA final inspection.

Inspector Name: _____

Signature: _____

Date: _____

Exhibit A

Change order to building and application review form.

This document does not alter anything on the pages of the original Building application and Review form, other than the items listed below, once approved. Applicant understands that a change may be denied, and the original approved items need to be adhered to.

I submit changes as follows:

Applicant Name: _____

Signature: _____

Date: _____

To obtain signature approval of changes, please send completed Exhibit A to
swgolfbuilding@gmail.com

SGCHA Planning Committee members approval with signatures (Must have 3 out of 4 committee members signatures to be valid.)