

Building Application and Review Form

(Make sure you initial all pages and sign pages requiring signatures.)

Please return the form and electronic versions of all documents to

swgolfbuilding@gmail.com

A. Property Owner: _____

Subdivision & Lot #: _____ **Property Address:** _____

City: _____ **State:** _____ **Zip:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Cell:** _____ **Email:** _____

B. General or Sub Contractor: _____ **State License #:** _____

Individual to Contact: _____

Phone: _____ **Cell:** _____ **Email:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Liability insurance carrier/policy number: _____

C. Architect: _____ **Utah License #:** _____

Phone: _____ **Cell:** _____ **Email:** _____

Engineer: _____ **Utah License #:** _____

Phone: _____ **Cell:** _____ **Email:** _____

Electrical Contractor: _____ **Utah License #:** _____

Phone: _____ **Cell:** _____ **Email:** _____

Mechanical Contractor: _____ **Utah License #:** _____

Phone: _____ **Cell:** _____ **Email:** _____

Plumbing Contractor: _____ **Utah License #:** _____

Phone: _____ Cell: _____ Email: _____

D. Construction Information

1. Please mark all applicable options:

- a. _____ New private single-family residence
- b. _____ Garage/Carport
- c. _____ Shed, Accessory building
- d. _____ Addition to existing residence
- e. _____ Deck/Patio
- f. _____ Added utilities
- g. _____ Exterior change to existing structure: i.e. Siding, New roof***
- h. _____ New spec home intended for a single-family residence
- i. _____ Retaining wall
- j. _____ Fence
- k. _____ Other: _____

2. SQ FT Residence: Main: _____ Upper: _____ Lower: _____ Building Total SQ FT: _____

3. Garage/Carport SQ FT: _____

4. Shed/Accessory Building SQ FT: _____

5. Roof material and color: _____ Roof Slope: _____

6. Siding material and color (must include a color code. Example: Sherwin Williams Pure White SW 7005.) Any color change must be preapproved. Please email Exhibit A with any changes for approval. Failing to obtain preapproval may result in having to repaint, fines and other sanctions.

E. Documentation That Must Be Submitted Electronically With This Request

- 1. _____ A plat plan (to scale), showing setbacks from property line, including driveways, walks, fences, and general landscape plans. Indicate on your plat plan how you will handle water run-off. Driveways where culverts are required for run-off water should follow**

county requirements and be shown on the plat plan. Plan must also include design & layout for sewer & water connections and provision for parking (owners & guests).

2. ____A legal survey must be made prior to any construction on said lot and a certified copy of staked survey of lot should be included with this request.

3. ____A pdf file containing building plans to scale with floor plans for each lever and elevations shown from all sides including roof pitch and snow load. Plans must also include architectural elevations for all sides (please note topographical features relative to your lot).

Maximum height of completed home is 28 ft. This is determined before any digging is started. The 28 ft is determined from lowest finished grade elevation contiguous to the dwelling.

4. ____A non-refundable building fee of \$5,000 (\$100 for any categories denoted with *** in the construction list) payable to Sweetwater Golf Course HOA. Please submit plans and application to swgolfbuilding@gmail.com. After a preliminary review, you will be sent an invoice with a link to pay. No applications will be submitted to the committee for approval until payment is made in full.

F. **Important Construction Requirements**

1. **Because of possible damage to utility lines and roads, there is to be no excavating and no use of roads by vehicles larger than a 2-ton delivery truck from November 15 to April 1 without written permission from both the HOA and Bear Lake Water Company. Repairs to any damaged utility or road or subsequent damage to a utility or road caused by the owner/contractor, will be paid by the owner/contractor.**

2. Any construction activity that impacts roads and swales directly or indirectly shall be restored to its 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 HOA aware in writing of any conditions that may cause the HOA to ask the owner to fix/replace at owner's expense.

3. Trenches. All trenches within the roadway section including swales are to be backfilled with untreated base course that is compacted in 8" maximum lifts. All utilities are to be a minimum of 8" below the road surface and are to be at a depth that the utility can support heavy vehicle traffic.

4. Compaction. All trench backfill and surfaces of roads and swales are to be compacted to 95% of the maximum modified proctor density (ASTM D1557). 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.

Any road damage caused by the owner/builder, including damage caused by digging of utility lines shall be repaired within 2 weeks and will require the use of a special inspector to ensure proper compaction tests have been completed. Any road damage not properly repaired and approved by a special inspector will be deducted from the builder deposit and the owner/builder will be responsible for any costs over and above the deposit amount.

5. No dwelling shall be occupied until plumbing and electrical work is substantially complete, including private, inside bathroom facilities. All exterior structures shall be completed no more than 16 months from the time construction begins, including paint, stain or varnish.

6. For new construction, a water meter with a back-flow preventer must be installed to comply with state regulations, at a cost determined by and payable to Bear Lake Water Company. Meter must be obtained from Bear Lake Water Company.

7. **Construction waste or materials are not to be placed in dumpsters provided for household waste.** All projects producing waste must have a contractors' dumpster provided for this use.

8. All construction, including structural additions, garages, and all color changes to buildings, roofs, etc. must be pre-approved by the HOA building committee. New construction requires a Rich County building permit. An approved copy of this application and an approval from the Bear Lake Water Company must be submitted to the county before a building permit will be issued. (Please contact Bear Lake Water Company @435-946-2919 and Rich County @435-793-5155)

9. You will also need to pay for a sewer hookup fee. (Please contact Bear Lake Special Service District @435-946-3201)

10. Barbeque and fire pits must be approved and in compliance with SGCHA board policy and the Fire Marshal. (Please contact Garden City Fire District @435-881-6313)

11. All construction must be in accordance with the original plans. The Environmental Committee/Architectural Committee must approve before construction any changes in writing by addendum to this application. Any **deviation without approval may have to be removed and replaced and may incur at least a \$1000 fine and could result in loss of deposit and/or possible legal action. The owner/contractor will be advised in writing and given 30 days to make arrangements with the SGCHA to comply.**

12. Please note that if the only change is repainting the residence exterior or deck the same color as already previously approved, an application and fee is **not** required.

Once the application has been approved, a signed copy will be returned to you, along with a sign that will need to be hung on your job site for the duration of the project.

G. HOLD HARMLESS ACKNOWLEDGEMENT

I agree to hold harmless the Board of Directors and/or SGCHA in their review of any matter submitted to such 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 Sweetwater Golf Course Homeowners Association (hereinafter referred to as 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.

H. OTHER CONDITIONS

1. I 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 I have obtained all required approvals and permits. 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.

2. I will be 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, I will bear the full responsibility for that damage.

3. I will be responsible for immediate, proper disposal of any/all trash, debris, material, etc. generated as a result of the work. Use of Association trash receptacles is prohibited. I will provide a roll off or other trash containment will be provided on-site during construction.

4. I agree that all applications, denied or approved, are further subject to the Association governing documents; Declaration of Covenants, Conditions and Restrictions, By-Laws, and Articles of Incorporation. Any improvement which, although mistakenly approved by the Board of Directors and/or 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.

5. I 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.

6. I will be responsible for the Association's reasonable attorney fees and costs related to my failure to obtain approval or to properly complete the improvement regardless of whether my request or application is later approved.

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

8. If the improvement as built or completed does not conform to the improvement as approved by the SGCHA, upon written request of the SGCHA, I will at my own 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.

9. I agree that the SGCHA has thirty (30) days to review and respond to my submission from the date the Management Company receives my request. This document and any supporting documents will be kept as part of our permanent file.

10. I agree that this approval concerns only my architectural and/or landscape plans. I am still responsible to obtain 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 Design Review Committee or landowner that the proposed improvements will be consistent with the specific subdivision's CC&Rs.

11. In addition, I 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.

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

13. I 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 Design Review Committee approval subjects these changes to disapproval and enforced compliance to the approved plans may result.

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 or the Declaration of Restrictions, including the Rules and Fines. I have also read, understand and agree to be bound by the HOA Design and Review Committee Hold Harmless Acknowledgement and the Other Conditions on Pages 4 and 5 of this application. I hereby agree to the terms and conditions of this agreement, and will comply with all rules, regulations, codes, covenants, restrictions, conditions, policies, and procedures of the Sweetwater Golf Course Homeowner's Association. If approved, this Application becomes null and void if work or construction is not commenced within 180 days, or if construction is suspended or abandoned for a period of 180 days at anytime after work is commenced or if work is not completed within ___ days of approval. 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: _____ Date: _____

Contractor: _____ Date: _____

The building 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 committee has no obligation to the applicant beyond such statement, except to be fair and impartial in all of its judgments.

We the undersigned Environmental Committee have reviewed and approve the plans:

Reasons for denial/Conditions for approval (circle one)

This work must be completed within 16 months, or the approval shall be deemed withdrawn and you must reapply for permission to do the work.

A committee member will need to sign off on your finished home prior to Rich County final inspection, failure to do so may result in a violation and /or fines. It is the applicant's responsibility to contact a committee member.

Final Inspection Signature: _____ Date: _____

Exhibit A

Change order to building and application review form.

This document does not alter anything on the 7 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 _____, the original applicant, submit changes as follows,

Applicant's signature

_____ Date: _____

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

Sweetwater golf course committee members approval with signatures (Must have 2 out of 3 committee members signatures to be valid.)