

Hidden Creek Remodel/Alteration Application Process

Hidden Creek Remodel/Alteration Procedures & Standards:

[2020-H.C-Remodel-Alteration-Procedure-Standards-Approved-8.31.2020.pdf](#)

[\(allseasonsresortlodging.com\)](#) Your application needs to comply with these standards

Hidden Creek Remodel/Alteration Application:

[Remodel-Alteration-Application-3-26-2021-1.pdf \(allseasonsresortlodging.com\)](#)

- **Applications are due the 15th of the month and need to be completed in its entirety. Your application will be reviewed by the Architectural Review Committee (ARC) the first business day of each month.** You will have the opportunity to attend via phone/Zoom when your application is being reviewed. On the third Thursday of the month, the Board of Directors will review your application and vote to approve, deny and/or provide additional information.
- A complete application includes **ALL** the information listed below, fee(s), deposit(s) and the signed application form. Please make sure the project description is detailed and in compliance with current standards.

Scope of Work (please submit a cover page with the project description and documents)

All proposed unit alterations shall be submitted for review and approval by the Board. In addition to any other pertinent information, the Owner's packet must have the mandatory items below BEFORE submitting their proposal:

- Project description
 - Fee(s) **and** Deposit(s)
 - Concept sketch
 - Photos of the complete area. Make sure to include detailed pictures for the Board to have a complete view of the area.
 - Contact information for all contractors/sub-contractors
 - Name of Contractor(s)
 - Copy of their license (make sure license number is clearly visible)
 - Email
 - Phone number
 - Address
 - Contractor's Certificate of Insurance with homeowner's name and date specified on document
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- **Before any work can begin, you MUST: wait to receive an approval letter from the HOA via Buildium (Homeowner's Portal); provide Management Company with required permit(s).**

REMODEL / ALTERATION APPLICATION

Hidden Creek at the Canyons Owners Association

Please return completed and signed Application to All Seasons HOA Management c/o Carissa Nosack at 1794 Olympic Parkway, Suite 200, Park City, UT 84098 for consideration by the Board for approval.

APPLICANT

Name		Date	
Property Address			
Mailing Address			
Email		Phone	

ALTERATION

Description of Alteration ("Alteration")*			
Cost of Alteration	The estimated cost of the alterations is:	\$ _____	
Permits	I have/will obtain all required permits	Yes	No
Payment of Assessments	I certify that I am current on all assessments	Yes	No
Alteration Documents	I have attached all related documents	Yes	No
Deposit**	Deposit paid in conjunction w/ Application	Yes	No

(Complete all of the following that may apply with applicable license numbers)

Architect		Phone	
Landscape Architect		Phone	
Engineer		Phone	

Septic Engineer		Phone	
Contractor***		Phone Email	
Lender		Phone	

* Removing/Altering a partition wall or creating an aperture between adjoining units requires strict adherence to [Utah Code 57-8-4.5](#).

** See the Deposit Schedule below; deposits shall be refundable for applications that are not approved, minus costs incurred.

*** Proof of general contractor’s liability insurance of at least one million dollars of coverage per occurrence.

AGREEMENT

By submitting this Application, the Owner AGREES AS FOLLOWS:

1. **Scope of Work.** All proposed Alterations shall be fully submitted prior to Association review; and must be approved in writing prior to the commencement of any work. Any and all plans, blueprints, designs, photos, sketches, *list of materials*, contractor’s certificate of insurance, or other information pertinent to this Application (the “Alteration Documents”) must be submitted with this Application. The Owner must obtain all applicable building permits and approvals and provide such to the Association prior to beginning any Alteration. Any deviation from the information provided herein or accompanying this Application is expressly prohibited and performance of such unauthorized alterations may subject any violating Owner to enforcement action. Amendments to the Application may be authorized after written approval by the Board and the applicable Summit County official(s), as necessary.
2. **Construction Rules.** Work on the Alteration shall not be performed outside of the hours between 8:00 AM and 6:00 PM. The site of the Alteration must be cleaned and tidy at the end of each day and no materials or equipment may be left outside of the Unit unless previously approved by the Association in writing. An Owner or their agents may not dispose of any materials in the Association’s trash dumpsters. Prior authorization must be obtained from the Association, in writing, regarding size, location, and duration before bringing or maintaining an onsite dumpster.
3. **Diligent Construction.** Approval of alterations not commenced within the 12-month period following the date of approval of this Application (the “Construction Period”) shall immediately expire and be automatically revoked. If the Alteration is not completed within the Construction Period, the Owner must request a written extension from the Board. The Board may grant extensions as it deems appropriate. If the Alteration is not completed within the Construction Period, subject to any extensions, the Owner shall accrue fines of \$150.00 every 10 days until the Alteration is complete.
4. **Deposit.** Owner shall submit with every application the applicable deposit (the “Deposit”) according to the Deposit Schedule. The Deposit may be used to offset expenses incurred by the Association, including, but not limited to; damage to the Common Area, fines, penalties, and costs to repair or mitigate liabilities that are the responsibility of the Owner. The Deposit shall not restrict the amounts of monies the Association may charge against the Owner for reimbursement of expenses (including but not limited to additional inspections, consultants and administrative time) incurred by the Association or penalties assessed against the Owner related to the Alteration. The remainder of the Deposit, if any, shall be returned within 30 days upon satisfactory completion of the Alteration, which includes–final inspection and reconciliation of Deposit by the Management Company. Return of the Deposit shall not prevent the Association from seeking reimbursement of any applicable charges discovered after the date of the return.

5. **Compliance with Association Standards and Rules and Regulations.** Owners shall provide copies of the Association's governing documents and ensure their agent's compliance with the covenants, conditions, restrictions, easements, rules, regulations, design guidelines, applicable building or fire codes, applicable building permits or approvals, and the like (the "Association Standards") contained in the Association's governing documents.
6. **Liability for Damage.** Owner assumes complete liability for all injuries to persons and/or property damage to the Common Area or other Units arising out of the Alteration. If the damage is not repaired in a timely manner, as determined at the discretion of the Board, the Association may make the repairs and deduct the expenses from the Deposit or assess the costs therefor against the Owner.
7. **Liability for Mitigation.** Owner assumes complete liability for all expenses incurred by the Association mitigating damage to the Common Area and/or other Units arising out of the Alteration. Such expenses may be deducted from the Deposit or be assessed against the Owner.
8. **Concealed Conditions.** All Building and Fire Code violations and/or deficiencies discovered during the course of the Alteration shall be reported to the Association and shall be corrected at the Owner's sole expense, to the extent the conditions are assigned to the Owner by maintenance obligations in the Declaration or requirements related to updates in applicable code(s). The Association shall not be liable for any injury or damages related to or resulting from unreported conditions.
9. **Licensed and Insured Vendors.** Only licensed and insured construction managers, contractors, subcontractors, vendors, or similar persons shall make, direct, or oversee Alterations within the Association. Any person acting in any capacity relating in any way to the performance of an Alteration must carry or be covered by both a Workers Compensation Insurance policy and a Commercial General Liability Insurance policy. Even if licensed and insured, any such person otherwise qualified to perform an Alteration may be banned from performing Alterations within the Association if, in the opinion of the Board, such person is unreliable, unsafe, or has a pattern of violating the Association's Standards or applicable law. All employees or agents of a person conducting an Alteration must have and provide, if asked, a valid Utah or similar government form of identification.
10. **Inspections.** The Association shall have the right, but not the obligation, to periodically inspect the Alteration without prior notice. Owner agrees to allow reasonable inspections. If an inspection is denied, Owner may be fined up to \$500.00 per instance and agrees to halt all work on the Alteration until an inspection is granted. Such inspections do not relieve the Owner of their obligations to adhere to the approved Application or any damage or injury resulting from or reasonably connected to the Alteration.
11. **Water and Utility Shutoffs.** Water and utility shutoffs to the Unit shall be coordinated and pre-approved by the Association or its agents at least two business days prior to the requested shutoff date. Failure to comply with this Section will result in a \$100.00 fine per instance.
12. **Indemnity.** Approval or inspection of the Alteration shall not relieve the Owner from bearing full liability for any injury or damage related to the Alteration. Owner agrees to indemnify, hold harmless and defend the Association or its officers, directors, employees, and agents from claims arising from the Alteration or the actions of the Owner or the Owner's agent(s).
13. **Enforcement Provisions.** The Association shall have the authority to impose monetary penalties, fines, suspend work as well as workers' access to the Alteration, cure the violation or repair the damage and assess the costs of such against the Owner, or take any such other action as permitted by Utah law or under the Association's governing documents. The Association shall not be limited to any single enforcement remedy and may use enforcement action cumulatively, as deemed necessary or appropriate by the Board.
14. **Dispute Resolution.** Any dispute under this Application must proceed to mediation prior to filing a lawsuit, if elected by the Association.

I hereby certify with my signature that I have read, reviewed, and accept these terms and the Association's governing documents and the Rules and Regulations and agree to comply with all Association Standards set forth therein. I also certify that I have the authority to bind all other Owners, if any, of the Property Address listed above.

OWNER:

Owner

Date

Deposit Schedule

INSTRUCTIONS: Please select each box that applies to your Application (Fee(s)/Deposit(s)):

Nature of Improvement	Single Application	Non-refundable Fee (not to exceed \$250)	Deposit (not to exceed \$3000)
Application for Improvement based on Preapproved Standards/Guidelines			
	Water Heater	\$50	n/a
	Exterior Door(s) Replacement	\$50	\$250
	Window(s) Replacement	\$50	\$500
Exteriors			
	Personal decks, sky light, HVAC	\$100	\$2000
	Patio	\$50	\$500
	Gas Line	\$50	\$250
Interior – Cosmetic Only			
	Flooring	\$50	\$250
	Kitchen Remodel	\$50	\$500
	Bathroom Remodel	\$50	\$500
Interior Structural			
	Plumbing, HVAC, Venting	\$100	\$2500

	Association Inspection*	\$50	
	Consultant Inspection*	TBD	

*All Alterations require at least one inspection, which is included in the non-refundable fee. Any additional inspections, and associated costs therewith, which are deemed necessary by the Association shall be borne solely by the Owner and shall be deducted automatically from the Deposit.