

FEE SCHEDULE

Shadow Canyons Homeowners Association of Ivins

THIS FEE SCHEDULE (the “Fee Schedule”) is executed and made effective on the execution date shown below by the Board of Directors (the “Board”) of the Shadow Canyons Homeowners Association of Ivins (the “Association”).

The Association is governed by the Utah Community Association Act, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Shadow Canyons Homeowners Association of Ivins as amended (the “Declaration”) and its bylaws, rules and regulations, resolutions, and other governing documents (collectively, the “Governing Documents”).

RECITALS

A. WHEREAS in addition to assessments, fines, and other charges, the Utah Community Association Act authorizes the Association to charge or otherwise impose certain fees.

B. WHEREAS certain fees incurred are directly related to an individual Owner’s actions or inactions, which do not benefit or otherwise involve others in the Association.

C. WHEREAS it is not reasonable that the Association as a whole bear the financial burdens necessitated by individual Owners.

D. THEREFORE the Association establishes and defines the fee amounts to be charged to individual Owners in this Fee Schedule.

RESOLUTION

1. **Incorporation of Recitals.** The foregoing recitals are hereby expressly incorporated into this resolution.

2. **Assessments/Special Assessments-** Assessments/Special Assessments shall be charged in the manner prescribed by the Act and the Governing Documents. Those services which are shared by and among each Owner within the Association shall continue to be collected via the Association’s assessments, proportionate to their respective ownership interests or as otherwise defined in the Governing Documents. In no event shall this Fee Schedule be a basis to avoid payment of assessments or such services which are shared by and among multiple Owners. Amounts of corresponding assessments may be ascertained via the Association’s budget, or an amendment to the budget, or notice of Special Assessment.

3. **Fines.** Any Owner who violates any provision of the Governing Documents shall be issued fines in accordance with the Association’s Fine Schedule, other Governing Document or the Utah Community Association Act. Such amounts separately listed in the Fine Schedule or Enforcement Policy, if any, shall be controlling over this Fee Schedule, but in the absence of any express fine amount for any violation of a provision of the Governing Documents, the amount of

the fine shall be \$50.00 for the initial fine, \$100.00 for the second fine, \$200.00 for the third fine, and \$250.00 for any repeat violation. Notwithstanding, certain violations that by their nature enrich violating Owners by their prohibited conduct may make lesser fine amounts unreasonable; consequently, the Association may issue fines equivalent to the total amount that the Owner is wrongfully procuring by their violative conduct, or if such amount cannot be reasonably ascertained, issue the fines in an amount triple to those listed either herein or elsewhere for any violative conduct which may include payment of money or services to a violating Owner, including but not limited to leasing violations (including AirBnb or nightly rental equivalent), and conduct relating to a commercial purpose.

4. **Association Transfer Fee.** The Association may charge an Owner an “Association Transfer Fee” up to the amount listed herein to cover the actual expenses it or its community manager incurs related to the transfer or sale of a Lot, which may include but not be limited to (a) the time communicating with buyers and sellers, including their realtors, title companies or other related persons, (b) sending a welcome packet and information about the project, (c) data entry for new Owner information, (d) time assisting new Owner in establishing their payment method, (e) managing required addenda, (f) coordinating Owner access to common areas or facilities, if any, etc. The Association transfer fee may only be used to pay expenses related to the transfer.

5. **Collection Costs.** The Association’s community manager shall use reasonable efforts in attempting to contact a delinquent Owner prior to sending the delinquent account to the Association’s attorney for collection action. The community manager may charge any fee detailed in the Association’s Collection Policy, if any, as well as those amounts listed herein.

6. **Legal/Attorneys Fees For Enforcement.** The Association may impose and collect legal/attorneys fees and related costs and expenses that are incurred in relation to enforcement or defense of the governing documents or claims made by, among or between the Association, owners residents or others as allowed by the Association’s governing documents, court order, Utah law, or any other basis applicable.

7. **Individual Assessment.** The Association may levy “Individual Assessments” against a particular Lot and its Owner for: (a) costs of providing services to the Lot upon request of the Owner; (b) costs incurred in bringing an Owner or the Owner’s Lot into compliance with the provisions of the Governing Documents; (c) fines, late fees, collection charges, interest, and all other costs incurred in enforcing the Governing Documents against an Owner or his Occupants; (d) costs associated with the maintenance, repair, or replacement of common areas caused by the neglect or actions of an Owner or its occupants; (e) nonpayment of a Reinvestment Fee; (f) any other charge designated as pertaining to an individual Lot in the Governing Documents; and (g) attorney fees, costs, and other expenses relating to any of the above, regardless of whether a lawsuit is filed. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Owner’s or his/her occupants’ negligence.

8. **Conflicts.** In the event there is any conflict in the amount of the fees under this Fee Schedule and any other Governing Document, the higher fee amount, wherever listed, shall control, unless otherwise prohibited by law.

SHADOW CANYONS HOMEOWNERS ASSOCIATION OF IVINS



By:

Its:

1/26/2026 | 12:58 PM MST

Date

SCHEDULE OF FEES

TRANSFER OF OWNERSHIP	
Association Transfer Fee	\$500.00
Payoff Statement	\$50.00
COLLECTIONS & LEGAL <i>(subject to Collections Policy)</i>	
Late Fees	\$25.00/month
Past Due Notice/Statement	\$5.00
Interest	18% <i>per annum</i>
Late Notice Fee (Pre-Collection Notice)	Not to exceed \$50.00
Collection Letter/Intent to Lien	Not to exceed \$200
Lien	Minimum of \$250, not to exceed \$500
Transfer to Attorney	Not to exceed \$200
Non-Sufficient Funds ("NSF") Fee	\$25.00
Payment Forwarding Fee	\$25.00
Payment Plan Administration Fee	\$10.00/month
Statement of Unpaid Assessment	\$10.00
Attorney Fees & Costs	Invoice amounts
ADMINISTRATIVE	
Statements via US Mail	\$1.50/each
Assessment Coupon Book	\$5.00/each
Records Requests (Time)	\$20.00/hour
Records Request (Costs)	\$0.10/page
Violation Administrative Letter Fee	\$20.00/per notice
Owner Maintenance Neglect	Invoice Amounts