

# FEE SCHEDULE

*The Park Master Association, Inc.*

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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 The Park Master Association, Inc. (the “Association”).

## RECITALS

- A. WHEREAS the Association is governed by the Utah Community Association Act (the “Act”), and is subject to the *Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for The Park* recorded in the Office of the County Recorder for Davis County, State of Utah as Entry No. 3230424 on February 28, 2020, as amended (the “Declaration”) and its bylaws, rules and regulations, resolutions, and other governing documents (collectively, the “Governing Documents”).
- B. WHEREAS in addition to assessments, fines, and other charges, the Utah Community Association Act authorizes the Association to charge or otherwise impose certain fees.
- C. 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.
- D. WHEREAS it is not reasonable that the Association as a whole bear the financial burdens necessitated by individual Owners.
- E. THEREFORE the Association establishes and defines the fee amounts to be charged to individual Owners in this Fee Schedule and the related itemized charges.

## RESOLUTION

1. **Incorporation.** The foregoing recitals and the following table are hereby expressly incorporated into this resolution.
2. **Assessments.** 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. The Association may also charge special assessments in accordance with the Governing Documents.

3. **Reinvestment Fee.** Unless otherwise stated in a Governing Document or separately adjusted by a vote of the Owners, any reinvestment fee charged by the Association on the sale or transfer of a Lot shall be either the amount stated herein or in another Governing Document, whichever is greater. Notwithstanding, the reinvestment fee shall not exceed the maximum amount allowed by law. If the reinvestment fee is expressed as a percentage, the fee may be determined by a factor of the sales price or other indicator of value as determined by the Board.

4. **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 \$100.00 for the initial fine and \$250.00 for any repeat or continuing 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.

5. **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.

6. **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. For any delinquent assessment or unpaid fee or charge, the balance may also accrue interest and a monthly late fee in the amounts listed herein if the same remains unpaid for 10 days, or such other period as may be described under the Declaration. Notwithstanding, the late fee may be augmented to 10% of the assessment amount if such charge exceeds the late fee amount listed herein.

7. **Rental Admin Fee.** During any period that the Association allows at least 35% of Lots within the Association to be rental Lots, regardless of the actual number of Lots rented, the Association may charge a rental admin fee to offset expenses directly related to a Lot that is a rental Lot. The expenses may include but shall not be limited to (a) maintaining a list of Lots rented; (b) confirming or updating Owner name(s), info, and contact for rental Lot; (c) confirming or updating tenant/occupant name(s), info, and contact for rental lot/unit; (d) obtaining a copy of the applicable rental agreement and/or verify the basic terms of rental or occupancy agreement; (e) authenticating the information provided; (f) checking sex-offender registry verifying against tenant/occupant info; (g) verifying occupancy of rental lot/unit in compliance with governing documents; and, (h) identifying whether use of the common area is assigned by Owner for the exclusive use of renters or whether mutual use rights are reserved.

8. **Retained Use Fee.** Any Owner of a rental Lot who retains the right to use any common area or facilities, even occasionally, other than for attending an Association meeting or managing the rental Lot shall pay an additional fee as set forth herein.

9. **Plan Fee.** During any architectural review which the Board of Directors may undertake, the Association may charge an Owner a plan fee up to the full amount, but which may not exceed, the actual cost of reviewing and approving the plans submitted.

10. **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.

11. **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.

**THE PARK MASTER ASSOCIATION, INC.**

*Neil P. Dennis*

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By:

Its: HOA President

05/07/2025

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Date:

## SCHEDULE OF FEES

TRANSFER OF OWNERSHIP	
Reinvestment Fee – Initial Transfer (Cottages)	\$1,750.00
Reinvestment Fee – Initial Transfer (Mansions)	\$1,500.00
Reinvestment Fee – Initial Transfer (Single Family)	\$2,000.00
Reinvestment Fee – Resales	0.5% of value
Association Transfer Fee	\$295.00
Payoff Statement	\$50.00
COLLECTIONS & LEGAL <i>(subject to Collections Policy)</i>	
Late Fees	\$35.00/month
Late Fee Notice	\$15.00/month
Interest	18% <i>per annum</i>
Collection Notice Fee (Manager)	\$20.00
Attorney Turnover Fee (Manager)	\$50.00
Non-Sufficient Funds (“NSF”) Fee	\$25.00
Payment Forwarding	\$25.00
Payment Plan Administration Fee (Manager)	\$25.00/month
Statement of Unpaid Assessment	\$25.00
Attorney Fees & Costs	Invoice amounts
AMENITIES	
Retained Use Fee	\$600.00/year
Key Fob Replacement	\$50.00
ADMINISTRATIVE	
Rental Admin Fee	\$200.00/12 months

Plan Fee	Actual Costs Incurred
Records Requests (Time)	\$20.00/hour
Records Request (Costs)	\$0.10/page