

## **Appendix E**

### **Arrowhead at Vail Association Construction Activities and Compliance Deposit Regulation**

#### Section 1. Title

This regulation shall be known as the “Construction Activities and Compliance Deposit Regulation.”

#### Section 2. Purpose

The purpose of this regulation is to regulate Construction Activity (as such term is defined below) within Arrowhead to minimize the impacts of Construction Activity (as such term is defined below) within Arrowhead to minimize the impacts of Construction Activity on Guests and Owners. The Arrowhead Design Review Committee (DRC) has the power to amend this Regulation from time to time, without notice.

#### Section 3. Definitions

Unless otherwise stated, all capitalized terms used herein shall have the meanings given to them in the Declaration of Covenants, Conditions, Restrictions and Easements for Arrowhead, Eagle County, Colorado, as recorded with the Clerk and Recorder of Eagle County, Colorado, on July 1, 1983, in Book 362 at Page 850, as amended from time to time (the “Declaration”). In addition, as used in this Regulation, the following terms shall have the following meanings:

- 3.0 “Association” means the Arrowhead at Vail Association.
- 3.01 “Compliance Deposit” means the deposit that an Owner is required to deliver to the DRC prior to commencing a Construction Activity.
- 3.02 “Construction Site” means a Site upon which Construction Activity takes place.
- 3.03 “Construction Activity” means any site disturbance, construction, addition or alteration of any building, landscaping or any other improvement on any Site.
- 3.04 “Construction Vehicle” means any car, truck, tractor, trailer or other vehicle used to perform any part of a Construction Activity or to transport equipment, supplies or workers to a Construction Site.
- 3.05 “District” means the Arrowhead Metropolitan District.
- 3.06 “DRC” means the Design Review Committee as appointed by the Board of Directors of the Arrowhead at Vail Association.

- 3.07 “Owner Representative” means any contractor, subcontractor, agent or employee hired or engaged by an Owner in connection with any Construction Activity.
- 3.08 “Regulation” means this Construction Activities and Compliance Deposit Regulation.
- 3.09 “Security Department” means the Arrowhead Security Department.
- 3.10 “Substantially Complete” means that stage of a Construction Activity at which the work is sufficiently complete so as to allow the Owner to legally occupy or utilize the work for its intended use. Legal occupation or utilization means that the Owner has obtained a temporary certificate of compliance from the DRC and a temporary certificate of occupancy from Eagle County. Notwithstanding any other provision hereof, a Construction Activity shall not be deemed to be Substantially Complete until all exterior finish work and landscaping work has been completed.
- 3.11 “Temporary Structure” shall mean any structure erected or otherwise installed as a job office or for the purpose of storing materials in connection with a Construction Activity.

#### Section 4. Construction Process, Approval and Inspections

- 4.01 Construction Process Construction shall not begin until final plan approvals have been issued by the DRC, and a building permit has been obtained from Eagle County. Owners and their Owner Representatives shall arrange a preplanning meeting with DRC staff to educate themselves about the Arrowhead design review and development process and the DRC’s concerns with respect to particular Sites. To assist Owners and their Owner Representatives in educating themselves about Arrowhead design review and development process, please refer to the following information in the Design Guidelines for the Arrowhead Mountain Homesites and information available from the DRC office:
- (a) “Sources for Information Regarding Construction in Arrowhead” available from the DRC office.
  - (b) Design Review Procedures – Chapter 5 of these Design Guidelines.
- 4.02 Preconstruction Requirements No Owner or Owner Representative shall commence any Construction Activity until it has satisfied all preconstruction requirements set forth in this Section 4.02.
- (a) To initiate the formal design review process, the Owner of a Site shall submit sketch plans to the DRC for its review and approval. If the DRC rejects the sketch plans, the Owner shall make such design changes as the DRC shall require and resubmit the sketch

plans to the DRC. If the DRC approves the sketch plans, the Owner shall proceed as described in subparagraph 4.02(b)

- (b) After obtaining the DRC's approval of its sketch plans, the Owner shall prepare final plans and submit the same to the DRC for its review and approval. If the DRC rejects the final plans, the Owner shall make such design changes as the DRC shall require and resubmit the final plans to the DRC. If the DRC approves the final plans, the Owner shall proceed as described in subparagraph 4.02 (c) below.
- (c) After obtaining the DRC's approval of its final plans, the Owner shall
  - (i) prepare and submit the following documents:
    - (A) Final Working Drawings
    - (B) Initial Erosion Control and Soil Stabilization Plan (as described in paragraph 6.01 below)
    - (C) Permanent Erosion Control and Revegetation Plan (as described in paragraph 6.01 below)
    - (D) Transportation and Parking Plan (as described in paragraph 6.11 below)
  - (ii) stake the footprints of:
    - (A) All improvements to be constructed on the Site
    - (B) All parking, storage, laydown areas and limits of disturbance
    - (C) Tree removal/protection as described in Appendix E of the Regulation
  - (iii) request a site inspection from the DRC;
  - (iv) deliver its Compliance Deposit to the DRC in accordance with Section 5 below.

If the DRC rejects such submittals or finds the results of the site inspection to be unsatisfactory, the Owner shall make such changes as the DRC shall require and then resubmit such submittals to the DRC and/or request a follow-up site inspection from the DRC, as the DRC may require. If the DRC approves such submittals, finds the results of the site inspection to be satisfactory and receives the Owner's Compliance Deposit, the DRC shall approve the Owner's proposed Construction Activity and the Owner shall proceed as described in subparagraph 4.02 (e) below.

- (d) Subsequent to its delivery of final drawings and the Compliance Deposit to the DRC under subparagraph 4.02 (c) above, the Owner may submit identical final working drawings to the Eagle County Building Department for its plan check process. In no event shall and Owner (i) initiate the plan check process with Eagle County

Building Department prior to the DRC's approval of the Owner's final plans, or (ii) submit final working drawings to the Eagle County Building Department that differ from those that the Owner submits to the DRC.

- (e) After the DRC approves the Construction Activity contemplated by the Owner as described in subparagraph 4.02 (c) above, the Owner shall request a building permit from the Eagle County Building Department and Request any and all other necessary permits and approvals from Eagle County, Colorado, the District and any other governmental or quasi-governmental entity with jurisdiction over the Construction Site. In no event shall an Owner (i) request a building permit from the Eagle County Building Department prior to the DRC's approval of the Owner's proposed Construction Activity as described in subparagraph 4.02 (c) above, or (ii) commence any Construction Activity prior to obtaining (A) the DRC's approval of such Construction Activity as described in subparagraph 4.02 (c) above, and (B) a building permit and all other necessary permits and approvals from Eagle County, Colorado, the District and any other governmental or quasi-governmental entity with jurisdiction over the Construction Site.

4.03 Construction Inspections In addition to any inspections required by the Eagle County Building Department, the District and any other governmental or quasi-governmental entity with jurisdiction over the Construction Site, an Owner must schedule the following inspections with the DRC.

- (a) Prior to commencing its Construction Activity, the Owner shall request a site inspection as described in subparagraph 4.02 (c) above.
- (b) Upon completion of foundation construction and prior to commencing framing, Owner shall request a foundation inspection from the DRC and, simultaneously therewith, deliver to the DRC an improvement location certificate for the Construction Site, which (i) is certified by a surveyor registered in the State of Colorado, (ii) shows the location of all permanent improvements then located on the Construction Site; and (iii) sets forth the elevations of the tops of all foundation walls of all such permanent improvements. Thereafter, the DRC will inspect the foundation to ensure the Construction Activity is being performed in compliance with the approved final working drawings and this Regulation.
- (c) Upon completion of core and shell framing, and prior to enclosing exterior walls and roofs, Owner shall request a framing inspection from the DRC and, simultaneously therewith, deliver to the DRC an

updated improvement location certificate for the Construction Site, which (i) is certified by a surveyor registered in the State of Colorado; (ii) shows the location of all permanent improvements then located on the Construction Site; and (iii) sets forth the elevations of all floors and the highest roof ridge of all such permanent improvements. Thereafter, the DRC will inspect the framing to ensure that the Construction Activity is being performed in compliance with the approved final working drawings and this Regulation.

- (d) Upon substantial completion of the Construction Activity, and prior to obtaining Eagle County Certificate of Occupancy, the Owner may request a temporary certificate of compliance inspection from the DRC. Thereafter, the DRC shall inspect the Construction Site to ensure that the Construction Activity is substantially complete and has been performed in compliance with the approved final working drawings and this Regulation.
- (e) Upon final completion of all portions of the Construction Activity, including all landscaping required in connection therewith and all remedial work that the DRC required the Owner to perform following the temporary certificate of compliance inspection described in sub paragraph 4.03 (d) above, the Owner shall request a final inspection from the DRC. Thereafter, the DRC shall inspect the Construction Site to ensure that all portions of the Construction Activity, including all such landscaping and remedial work are fully complete and have been performed in compliance with the approved final working drawings and this Regulation.

The DRC shall use its best effort to conduct the inspections described in subparagraphs 4.03 (a) through (e) above within seven days after receiving written requests therefore. The DRC may enter upon a Construction Site at any reasonable time to inspect the progress of a Construction Activity and ensure compliance with approved final plans and this Regulation.

4.04 Certificate of Compliance and Occupancy “Certificate of Compliance” is issued by the DRC. “Certificate of Occupancy” is issued by Eagle County Building Department. An Owner may not occupy or otherwise use any improvement constructed on a Construction Site until it has received (i) a certificate of compliance or temporary certificate of compliance from the DRC, and (ii) a Certificate of Occupancy or a temporary Certificate of Occupancy from the Eagle County Building Department.

- (a) If an Owner has performed its Construction Activity in compliance with its approved final plans and this Regulation, the DRC will issue a Certificate of Compliance to the Owner following a final inspection

conducted under subparagraph 4.03 (e) above. If the Owner has failed to perform its Construction Activity in compliance with its approved final plans and this Regulation, the Owner shall promptly perform such remedial work as the DRC shall require.

- (b) If an Owner has performed its Construction Activity in compliance with its approved final plans and this Regulation, but certain insubstantial details of construction or landscaping remain to be completed, the DRC may, but is not required to, issue a temporary certificate of compliance to the Owner following an inspection under paragraph 4.03 (d) above. If the Owner has failed to perform its Construction Activity in compliance with its approved final plans and this Regulation, the Owner shall promptly perform such remedial work as the DRC shall require. The DRC may condition its issuance of a temporary certificate of compliance upon an increase in the amount of the Owner's Compliance Deposit as described in subparagraph 5.03 (f) below.
- (c) In no event shall an Owner apply for a Certificate of Occupancy from the Eagle County Building Department without first having obtained a certificate of compliance from the DRC. Similarly, in no event shall an Owner apply for a temporary Certificate of Occupancy from the Eagle County Building Department without first having obtained a temporary certificate of compliance from the DRC.

Prior to receiving permission to occupy the home, the Owner must demonstrate installation of a Knox Box to the required specifications as prescribed by the Fire Marshall or Arrowhead Security.

#### Section 5. Compliance Deposit

After the DRC approves an Owner's proposed Construction Activity as set forth in paragraph 4.02 (c) above, and prior to commencing such Construction Activity, the Owner shall deliver a Compliance Deposit to the DRC, on behalf of the Association, as security of the Owner's full and faithful performance of its Construction Activity in accordance with its approved final plans and this Regulation.

- 5.01 Amount of the Compliance Deposit The amount of the Compliance Deposit shall be five (5) times the amount of the application fee paid to the Arrowhead at Vail Association, not less than \$5,000 or exceeding \$50,000.
- 5.02 Form of Compliance Deposit The Compliance Deposit shall be delivered to the DRC, by personal, certified or cashier's check or by wire transfer.
- 5.03 Administration of Compliance Deposit The DRC, on behalf of the Association, shall administer each Compliance Deposit as follows:

- (a) The DRC shall hold the Compliance Deposit as security for the Owner's full and faithful performance of its Construction Activity in accordance with its approved final plans and this Regulation. No interest will be paid on the Compliance Deposit to the Applicant.
- (b) The Association may use, apply or retain the whole or any part of a Compliance Deposit to the extent required to reimburse DRC for any cost which DRC may incur, or may be required to incur, by reason of an Owner's non-compliance in respect of any of the terms and conditions set forth herein. DRC shall be entitled to a fee in an amount equal to 15 percent of the amount of any costs incurred by DRC to cure any noncompliance by an Owner, which fee may be paid from the Compliance Deposit. If the amount of the Compliance Deposit is not sufficient to cure any such noncompliance by an Owner, DRC may apply the Compliance Deposit in a manner which best mitigates the effects of such noncompliance. In addition, DRC may use, apply or retain the whole or any part of a Compliance Deposit to pay to DRC any fine imposed by DRC under paragraph 7.02 below that is not paid as and when the same becomes due and payable.
- (c) The Association's decision to use the Compliance Deposit as permitted hereunder shall be at the sole and absolute discretion of the DRC.
- (d) If the DRC so uses part of all of the Compliance Deposit as set forth in subparagraph 5.03 (b) above, then the Owner shall, within five days after written demand therefore from DRC, pay DRC the amount used to restore the Compliance Deposit to its original amount. Neither the Owner nor any other party shall have any rights of any kind or nature against DRC, its officers, agents, employees, directors or attorneys arising out of DRC use of the Compliance Deposit, unless DRC is grossly negligent, or intentionally acts in bad faith.
- (e) DRC shall be under no obligation of any kind or nature to take any action to comply with all regulations pertaining to the Construction Activity.
- (f) Any part of the Compliance Deposit not used by the DRC as permitted by subparagraph 5.03 (b) above shall be returned to the Owner within thirty days after the issuance of a certificate of compliance for the Site by the DRC. No portion of the Compliance Deposit shall be returned to an Owner upon the DRC's issuance of a temporary certificate of compliance. The DRC may condition its issuance of a temporary certificate of compliance upon its receipt from the Owner of funds sufficient to increase the amount of the Compliance Deposit to an

amount equal to the product obtained by multiplying (i) the cost of that portion of the Construction Activity that remains to be completed, as estimated by the DRC, by (ii) 1.15.

#### Section 6. Construction Site Management

The following regulations will be strictly enforced during all phases of construction activity. Failure to comply with any of the below construction regulations can and may result in the issuance of a written warning, notification of a fine, and the levy of a fine.

- 6.01 Erosion and Sediment Control An Erosion Control Plan and a permanent Revegetation Plan must be approved by the DRC prior to construction. The Owner shall ensure that all Construction Activity is performed in compliance with these plans. In addition, the Owner shall ensure that trees not authorized for removal are not damaged; brush, surplus soil, and other excavated debris are promptly removed from the Construction Site.

During construction, erosion shall be minimized through proper soil stabilization, water control and timely revegetation. The contractor shall implement all control techniques outlined in the approved Erosion Control and Revegetation Plan.

- 6.02 Construction Access Construction Access and parking limitations for each Site will be established by Arrowhead Security during the pre-construction meeting and set forth in the Construction Area Plan.
- 6.03 Construction Trailers or Temporary Structures Temporary Structures may be maintained on a Construction Site, however, temporary living quarters are not permitted on a Construction Site. All Temporary Structures erected on a Construction Site shall be screened to minimize the visual impact to other Owners and Guest and shall be removed within thirty days after completion of the Construction Activity.
- 6.04 Storage of Construction Material and Equipment Storage areas shall be designated and fenced according to the approved Construction Area plan. The contractor will be responsible for the maintenance of these areas.
- 6.05 Daily Operation Daily working hours for each construction site shall be Monday through Friday, 7:00a.m. to 6:30p.m. Work hours for Saturday shall be 8:00a.m. to 5:30p.m. Extended working hours from 6:30p.m. to 9:00p.m. as well as any work on Sundays and holidays must be approved by Arrowhead Security and shall be limited to a fully enclosed structure with no extended hours allowed Saturday, Sunday and holidays. Absolutely no work will be allowed between the hours of 9:00p.m. and 7:00a.m.



- 6.06 Dust Every effort shall be made to control dust emitted from a construction area. The contractor shall be responsible for controlling excessive dust by an approved dust abatement method. During all Construction Activity, all driveway, parking and laydown areas must be either, covered with at least two inches of three/quarter-inch screened rock or, be treated with an approved dust control method. In addition, watering must be used to control dust created by any construction activity that creates dust.
- 6.07 Noise East Owner shall use all reasonable efforts to minimize external noise resulting from its Construction Activity. Radios or other amplified devices are limited to use within structures, which are fully enclosed and must be kept at a volume that contains the sound within the structure.
- 6.08 Blasting No blasting shall be performed on any Construction Site without the Security Department's prior consent. Blasting may be subject to certain restrictions, which shall be determined by the Security Department in its sole and absolute discretion and which may vary from Site to Site. 24 hours notice is required in order to inform Owners and guests of the projected blasting.
- 6.09 Excavation Extreme care shall be taken during excavation to insure that brush, surplus soil, and other excavated debris be properly removed from the building site. Excess excavation material shall be removed from Arrowhead unless other arrangements have been made with Arrowhead Security. The material shall not be placed in common areas, roads, or other lots. Excavation, except for utility trenching, shall be done on the Owner's site only.
- 6.10 Fencing Contractors shall be required to erect a fence around the perimeter of the Construction Activity, as indicated on the Construction Area Plan. The fence is to be wooden or plastic temporary fencing, as long as the fence spacing is small enough to prevent paper debris from leaving the construction site. The fence must be installed before any Construction Activity is to occur and maintained throughout the duration of Construction.
- 6.11 Debris and Trash Removal Proper disposal of refuse and storage of material is the Owner's and contractor's responsibility. A dumpster must be located on-site. Construction areas shall always be kept free of unnecessary debris and litter. Debris and trash shall be removed on a weekly basis or as needed and be hauled to a designated municipal dump outside Arrowhead. Should it be necessary for Arrowhead to pick-up trash coming from the Site or remove trash from the Site due to the contractors failure to do so, the cost of said trash pick-up removal will be billed to the contractor. The project completion review and Compliance

Deposit will not be issued or refunded by the DRC until said bill is paid in full.

- 6.12 Vehicles and Parking Construction Vehicles shall gain access to Construction Sites only from existing roads adjacent to the Construction Site. The Owner of a Construction Site shall submit a written Parking and Transportation Plan to the Security Department for the Security Department's review and approval. Each such Parking and Transportation Plan shall describe (i) where Construction Vehicle will be parked at the Construction Site during the Construction Activity; (ii) the maximum number of Construction Vehicles that will be parked at or adjacent to the Construction Site at any one time; and (iii) the manner in which construction workers will be transported to and from the Construction Site during the Construction Activity.

No Construction Activity shall commence at a Construction Site until the Security Department has approved in writing a Parking and Transportation Plan. The Security Department may require modifications to any proposed Parking and Transportation Plan. Such modifications may include, without limitation, modifications that (i) alter designated Construction Vehicle parking areas; (ii) limit the maximum number of Construction Vehicles that may be parked at or adjacent to a Construction Site and; (iii) alter the manner in which construction workers will be transported to and from the Construction Site.

- 6.13 Toilets Chemical toilets shall be screened from view and shall be located so as to minimize any adverse impacts on adjacent Sites. A wood screen shall be erected around all chemical toilets. Chemical toilets shall be located away from the neighboring properties in an approved location as shown on the Construction Area Plan.
- 6.14 Water Connection A temporary water connection must be available at all times when Construction Activity is taking place on a Construction Site.
- 6.15 Signage Temporary construction signs shall be limited to one sign per structure, not to exceed 16 square feet total area. The sign will be freestanding and constructed in a standardized format as provided by the DRC. The location of such sign shall be designated by Arrowhead Security. Construction signage will be allowed for the duration of the construction or 18 months, whichever is less.
- 6.16 Fire Extinguisher A minimum of one serviceable 1016 ABC –rated dry chemical fire extinguisher shall be located on each construction site in a conspicuous location.

- 6.17 Flammable Items Careless use or storage of flammable items will not be allowed.
- 6.18 Pets Contractors, subcontractor and their employees are prohibited from bringing pets to the construction site.
- 6.19 Firearms Firearms are prohibited.
- 6.20 Continuity of Construction Unless otherwise approved by the DRC, all Construction Activity must commence within one year after the DRC's approval of final plans and is substantially complete within twelve (12) months thereafter. All Construction Activity must be fully and finally complete, including all required landscaping, within twelve (12) months after commencement, or within three months following the DRC's issuance of a temporary certificate of compliance therefore, whichever occurs first. Additional time for completion of landscaping may be granted for Construction Activity that is substantially complete during the months of November through May.
- 6.21 Restoration of Property Construction Activity shall be limited to the Construction Site, unless specific written approval is given by the Owner of the adjacent property. Any damage, including damage done by cleaning out concrete trucks, must be restored. If any common ground, adjacent lots or roads are damaged during Construction Activity, it must be promptly restored to DRC, or AVA satisfaction within thirty (30) days after such damage occurs. If restoration is not accomplished by the end of the growing season following completion of construction, all required repairs will be performed by Arrowhead with all costs thereof charged to the person in whose name the building permit was issued.
- 6.22 Trees No trees shall be removed from the property without prior approval of the DRC.
- 6.23 Roadway Maintenance An Owner shall repair any damage to roads within AVA caused by Construction Vehicles used in connection with such Owner's Construction Activity. No road cuts, deletions or additions shall be made within the consent of the AVA District and 24-hours notice to AVA Security.

At all times, an Owner shall keep roads free and clear of materials, rubbish and debris resulting from Construction Activity. It is the responsibility of the contractor to clean and maintain the roadway areas leading to and from the Construction Site that are disturbed by the construction process. This includes cleaning of dirt and mud off the Arrowhead roads caused by vehicles servicing the Site. Said clean-up can be implemented by each

contractor or by a cooperative cost sharing agreement with Arrowhead or other contractors.

- 6.24 Deliveries Deliveries shall occur between 7:00 a.m. and 6:30 p.m. Deliveries at any other time shall be approved in writing by Arrowhead Security.
- 6.25 Meeting of Contractors From time to time Arrowhead may call a meeting of all contractors to discuss pertinent information regarding construction at Arrowhead. Each general contractor is required to have representative at each meeting.
- 6.26 Business License All Owners and Owners Representatives shall obtain an Annual Business License if required to do so by AVA Association Annual Business Licenses Regulation. Business license for general contractors and architects are subject to DRC approval.
- 6.27 Compliance with Laws and Regulations Each Owner shall, at its own expense, comply with all terms and conditions of this Regulation, the Declaration and all other regulations promulgated from time to time by DRC that are applicable to its Construction Activities.

Each Owner shall, at its own expense, comply with all federal, state and local laws, ordinances, orders, rules, regulations and other governmental requirements relating to its Construction Activities.

## Section 7. Enforcement

If an Owner or any Owner Representative violates any term or condition set forth herein, DRC shall have the following rights and remedies.

- 7.01 Right to Cure DRC may, but is not obligated to, enter upon the Construction Site and cure such violation at the Owner's cost and expense. If DRC cures any such violation, the Owner shall pay to DRC the amount of all costs incurred by DRC in connection therewith, plus an administration fee equal to 15 percent of all such costs, within five days after the Owner receives a written invoice therefore from DRC.
- 7.02 Right to Fine The DRC may impose a fine of \$500 against the Owner for the first violation of any term or condition of this Regulation. For each subsequent violation of that same term or condition, DRC may impose a fine in twice the amount of the fine imposed against the Owner for the Owner's last violation of that same term or condition. The Owner shall pay any fine imposed under this paragraph 7.02 within five days after the Owner receives written notice thereof. DRC hereby delegates its power to fine under this paragraph 7.02 to the DRC staff and the Security Department.

- 7.03 Right to Sue for Injunctive Relief DRC may sue the Owner to enjoin such violation.
- 7.04 Right to Sue for Damages DRC may sue the Owner for all damages, losses, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements incurred by DRC as a result of the violation.
- 7.05 Lien DRC shall have a lien against the Site and all of the Owner's other properties within the Arrowhead Mountain Homesites to secure payment of (a) any fee, charge, fine or other amount due from the Owner to DRC under this regulation, (b) interest on any unpaid amounts at the rate of 18 percent per annum from the date due until paid, and (c) all costs and expenses of collecting any unpaid amounts, including, without limitation, reasonable attorney's fees and disbursements. Any such lien may be foreclosed as a mortgage under the laws of the State of Colorado.
- 7.06 Other Rights and Remedies DRC shall have all other rights and remedies available to it at law or in equity. All rights and remedies of DRC shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right of remedy.

#### Section 8. Appeals of Fines

An Owner may appeal any fine imposed against the Owner by the DRC or the Security Department to the DRC's Fine Appeals Committee (the "FAC") in accordance with the following terms and conditions. Within five days after receiving written notice from the DRC or the Security Department that such entity is imposing a fine against the Owner, the Owner may file a written appeal with the FAC. If the Owner fails to file a written appeal with the FAC within such five-day period, the Owner shall have no further right to appeal the fine under this Section 8. If the Owner files a written appeal within such five-day period, the FAC shall review such appeal and within 45 days deliver a written decision with respect thereto to the Owner and to the DRC or the Security Department, as the case may be, within thirty days after its receipt of such appeal. If the FAC decides in favor of the Owner, the DRC or the Security Department, as the case may be, shall revoke its notice imposing the fine. If the FAC decides in favor of the DRC or the Security Department, as the case may be, the Owner shall pay such fine within five days after its receipt of the FAC's decision.