

FEE SCHEDULE

Apple Hollow Owners Association Inc

THIS FEE SCHEDULE (the “Fee Schedule”) is executed and made effective on the execution date shown below by the Management Committee (the “Management Committee”) of the Apple Hollow Owners Association Inc (the “Association”).

RECITALS

A. WHEREAS the Association is governed by the Utah Condominium Ownership Act (the “Act”), and is subject to the *Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of Apple Hollow at the Orchards* recorded in the Office of the County Recorder for Utah County, State of Utah as Entry No. 127546:2019 on December 3, 2019, 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 Condominium Ownership 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 Unit 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 Condominium Ownership 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 Unit, 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 Units within the Association to be rental Units, regardless of the actual number of Units rented, the Association may charge a rental admin fee to offset expenses directly related to a Unit that is a rental Unit. The expenses may include but shall not be limited to (a) maintaining a list of Units rented; (b) confirming or updating Owner name(s), info, and contact for rental Unit; (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.

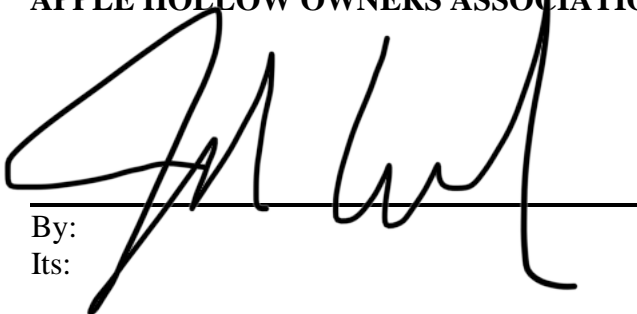
8. **Retained Use Fee.** Any Owner of a rental Unit who retains the right to use any common area or facilities, even occasionally, other than for attending an Association meeting or managing the rental Unit shall pay an additional fee as set forth herein.

9. **Plan Fee.** During any architectural review which the Management Committee 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 Unit and its Owner for: (a) costs of providing services to the Unit upon request of the Owner; (b) costs incurred in bringing an Owner or the Owner's Unit 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 Unit 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 Unit(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.

APPLE HOLLOW OWNERS ASSOCIATION INC



By:
Its:

5/20/25

Date

SCHEDULE OF FEES

TRANSFER OF OWNERSHIP	
Reinvestment Fee	\$150.00
Association Transfer Fee	\$295.00
Payoff Statement	\$50.00
COLLECTIONS & LEGAL <i>(subject to Collections Policy)</i>	
Late Fees	\$25.00/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
Clubhouse Deposit	\$150.00
Clubhouse Rental	\$25.00
Parking Pass Replacement	\$50.00
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
Mailing for Key Fob or Parking Pass	\$6.00