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Recording Requested by
And when Recorded, Mail to:
Apple Courts Homeowners Association
c/o Western Management
PO Box 9375
Salt Lake City, UT 84109

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Book - 10626 Pg - 7430-7449
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
JUDY PARMELEE
370 E APPLE PARK WY
MILLCREEK UT 84106
BY: DKA, DEPUTY - WI 20 P.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
APPLE COURTS HOMEOWNERS ASSOCIATION**

AMENDMENT to Declaration of Covenants, Conditions and Restrictions
made this 4 day of December, 2017
by the Unit Owners, both individually and collectively, of the Apple Courts by and through the
Apple Courts Homeowners Association, hereinafter referred to as "Association".

*This amendment is inclusive of any changes and existing documents. Original documents are
available upon request.*

WITNESSETH

WHEREAS, Declarant, D.M. Electric, Construction & Development, Inc., filed a Declaration of
Covenants, Conditions and Restrictions ("Declaration"), establishing a general plan for the
protection, maintenance, development and improvement of said Project, which was recorded July
25, 1985, as Entry No. 4114286 at Book 5673 page 2579, in the records of the Salt Lake County
Recorder;

AND WHEREAS, the Association has determined it to be in the best interests of the Unit
Owners and the Project to further amend the Declaration;

AND WHEREAS, by vote of Owners holding one hundred percent (100%) of the undivided
ownership interest in the Common Areas and Facilities in the Project, the Declaration is hereby
amended, and the President of the Association directed to certify the Owners' vote and to cause
this Amendment to be recorded, as follows:

ARTICLE I: DEFINITIONS

- I.1:** **Articles of Incorporation** shall mean the Articles of Incorporation of Apple Courts Homeowners Association, a Utah non-profit corporation association.
- I.2:** **By-Laws** shall mean the By-Laws of the Association.
- I.3:** **Declaration** shall mean the Declaration of Covenants, Conditions and Restrictions of the Association.
- I.4:** **Properties** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

I.5: Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of the conveyance of the first lot is described as follows:

That part of the property which is not included within the lots, including all improvements other than utility lines now or hereafter constructed or located thereon: roadways, play areas, green areas and flood control areas.

I.6: Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

I.7: Declarant shall hereinafter mean and refer to Apple Courts Homeowners Association and hereafter be referred to as the "HOA" or the "Association", replacing D. M. Electric, Construction & Development, Inc., the original developer of the Project.

I.8: Board of Directors shall refer to the governing body of Lot Owners comprising the Board of Directors of the Association, hereinafter referred to as the "Board".

ARTICLE II: PROPERTY RIGHTS

II.1: Owners' Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.
- d) No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the Association members has been recorded.

II.2: Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants, or contract purchasers who reside on the property.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

III.1: Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

III.2: Members shall all be Owners, and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event the joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Owners of the same Lot.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

IV.1: Creation of the Lien and Personal Obligation of Assessments: The Owner of each Lot owned within the Properties, hereby covenants by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, to pay to the Association three possible assessments. Reference to each of the following assessments collectively shall be "Assessments":

- a) Annual Assessments or charges for common expenses;
- b) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- c) Individual Assessments for fines, penalties and damages to which an Owner is subject as a result of violation of the terms of this Declaration, any rules prescribed by the Board for use of the Common Area, for damages caused to the Common Area by the negligence or willful misconduct of such Owner and/or any other liability, indebtedness or other obligation of the owner to the Association arising under the provisions of this Declaration. The Owner of a residence Lot to whom an Individual Assessment is assessed, must be given notice of the Individual Assessment within thirty (30) days of the adoption of the individual assessment by the Board. Individual assessments shall be due and payable within thirty (30) days following written notice thereof by the Board.

IV.2: Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

IV.3: Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of any Lot to an Owner, the Association will levy an annual assessment of the annual HOA fee that is made payable in monthly increments.

- a) From and after January 1 of the year immediately following the conveyance of a Lot to an Owner, the maximum Annual Assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.
- b) From and after January 1 of the year immediately following the conveyance of a Lot to an Owner, the maximum Annual Assessment may be increased above twenty percent (20%) by a vote of fifty-one percent (51%) of Owners who are voting in person or by proxy, at a meeting or election, (i.e., representing 10 out of 18 Lots).
- c) The Board may not fix the annual assessment at an amount in excess of the maximum.

IV.4: Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of:

- a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; and
- b) should the Board determine that the Annual Assessment during any fiscal year is, or will become, inadequate to meet the payment of common expenses, other than capital improvement, for the balance of such fiscal year, the Board shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noted as to the reason therefore, for the amount required to meet all such expenses on a current basis for the balance of such fiscal year. Provided, however, that the total of all Special Assessments in any fiscal year shall not exceed in the aggregate, twenty percent (20%) of the Association's budgeted gross expenses for such year without the approval of a vote of fifty-one percent (51%) of Owners who are voting in person or by proxy, at a meeting or election, (i.e., representing 10 out of 18 Lots).

IV.5: Notice and Quorum for any Action Authorized Under Article IV Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty-one percent (51%) of all the votes shall constitute a quorum (i.e., 10 out of the 18 Lots). If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

IV.6: Uniform Rate of Assessment. Annual, special and individual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

IV.7: Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

IV.8: Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The association may bring an action at law against the Owner

personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

IV.9: Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V: ARCHITECTURAL CONTROL

- V.1: Appointment of Architectural Committee:** The Board will initially appoint an Architectural Committee consisting of at least three (3) members. The initial member(s) of the Architectural Committee shall remain in office until the expiration of two years. From and after such time or event, as the case may be, the Architectural Committee shall be appointed or renewed by the Board, with each member to serve for a term of two (2) years. The name and address of each member of the Architectural Committee shall be maintained with the records of the Board and made available to Owners upon request.
- V.2: Membership of Architectural Committee:** Members of the Architectural Committee appointed by the Board shall be Members of the Association. In the event of the death or resignation of any member of the committee prior to the expiration of his/her term, the Board shall have the power to appoint his/her successor.
- V.3: Meeting of Committee:** The Architectural Committee shall meet from time to time with the Board as may be necessary to perform its duties hereunder. Any action or approval taken by the Architectural Committee shall require the written approval of the majority of the Board.
- V.4: Authority:** No construction, alteration, addition, modification or reconstruction of an improvement in the Properties shall be commenced or maintained, until the plans and specifications therefore showing the nature, kind, shape, height, width, color, materials and location thereof shall have been submitted to the Architectural Committee and approved in writing by the Committee. The Committee shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, addition or modifications completed thereby in the locations indicated will be in architectural harmony with the Properties. In exercise of its authority, the Committee may:
- a) condition its approval of proposals and plans and specification on such changes or conditions thereto as it deems appropriate;
 - b) require submission of additional plans and specifications or other information prior to approval or disapproval of the proposed construction, alterations or additions;
 - c) require a nominal fee payable to the Association to accompany each application for approval.
- V.5: Architectural Adviser:** The Architectural Committee may designate an architect practicing in the County to advise the Committee on such matters relating to the Committee's duties as may

from time to time be required. Such architect may be employed by the Board as a consultant and his/her compensation may be paid by the Board from the Annual Assessment.

- V.6: Decisions of Committee:** Decisions of the Architectural Committee and the reason therefore shall be transmitted by the Committee to the applicant within forty-five (45) days after receipt by the Committee. Any application submitted pursuant to this Declaration shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the Applicant within thirty (30) days after the date of the receipt by the Committee of all required materials.
- V.7: Appeal:** Any decision of the Architectural Committee may be appealed by the applicant to the Board by written notice of appeal and filed with the Board within fifteen (15) days following the receipt of the Architectural Committee's decision to the applicant. Such notice of appeal shall state the reason therefore and shall be heard by the Board at the next Board meeting.
- V. 8: Compensation:** The members of the Committee shall receive no compensation for their services rendered hereunder, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
- V. 9: Inspection:** Inspection of work and correction of defects therein shall proceed as follows:
- a) The Committee may at any time inspect any improvement for which approval of plans is required under the Declaration; provided, however, that the Committee's right of inspection shall terminate ninety (90) days after the work of improvement shall have been completed and the respective Owners shall have given written notice to the Committee of such completion. If, as a result of such inspection, the Committee finds that such improvement was done without obtaining the approval of the plans therefore or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of the failure to comply with the Declaration within sixty (60) days from the inspection, specifying the particulars of non-compliance. The Committee shall have the authority to require the Owner to take such actions as may be necessary to remedy the non-compliance.
 - b) If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. The Board shall, upon fifteen (15) days written notice to the Owner, conduct a hearing for the purpose of determining whether there is a non-compliance and, if so, the nature thereof and the estimated costs of correction or removing the same. If a non-compliance exists, the Owner shall remedy or remove the same within a period of no more than forty-five days from the date that notice of the Board ruling is given, in writing to the Owner. If the Owner does not comply with the Board ruling within such period, the Board shall have the right to levy an individual assessment against such Owner pursuant to the provisions of Article IV of this Declaration to cover the costs to remedy or correct such non-compliance and the Board shall cause the work to be done.
- V.10: Variance:** The Architectural Committee may authorize variances from compliance with any of the Architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. Such variance must

be evidenced in writing and must be signed by at least one member of the Architectural Committee and a member of the Board. If variances are granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provision of the Declaration for any purpose except as to the particular improvements and particular provisions hereby covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his/her use of all or any portion of the Project.

- V.11: Liability of Committee Members:** Neither the Architectural Committee, nor the Board nor their duly authorized representatives shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration, unless due to the willful misconduct or bad faith of the Committee or any member thereof.
- V.12: Notice to Committee:** All notices to be given to the Architectural Committee pursuant to this Article may be given to the Secretary of the Association.

ARTICLE VI: GENERAL PROVISIONS

- VI.1: Enforcement:** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- VI.2: Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- VI.3: Amendment:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at a regular or special meeting of the members, by a vote of not less than seventy-five percent (75%) of the Owners who are voting in person or by proxy, (i.e., representing 14 out of 18 Lots). Any amendment must be recorded.
- VI.4: Annexation:** Additional residential property and Common Area may be annexed to the Properties with the consent of not less than seventy-five percent (75%) of the Owners who are voting in person or by proxy, at a meeting or election, (i.e., representing 14 out of 18 Lots).

ARTICLE VII: EXEMPT PROPERTY

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah shall not be exempt from the assessments created herein.

ARTICLE VIII: EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in such manner as may be deemed necessary in the judgment of the Board to preserve and protect the attractiveness, appearance and value, the Board, shall have the right, upon reasonable notice, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Individual Assessment to which such Owner is subject.

ARTICLE IX: STAGED DEVELOPMENTS

Refer to Article VI.4: Annexation.

ARTICLE X: DEED CLAUSE

The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of D.M. Electric, Construction and Development, Inc. as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Apple Courts Home Owners Association for the common enjoyment of all of the residents in The Association.

ARTICLE XI: OWNERSHIP, OCCUPANCY & USE OF RESIDENCE LOTS

- XI.1: Owner.** In addition to all other covenants contained herein, the Owner of each lot shall be responsible for the following:
- a) **Use and Occupancy of Lots.** No Lot in the Properties shall be used for other than residential purposes.
 - b) **Business Usage Prohibited.** There shall be no gainful occupation, profession, or trade maintained upon or in any Lot or the Common Area without the express permission of the Association and the County, *if a special use permit is required for such use*; provided, however, that this provision shall in no way limit or restrict rental listing agreement entered into between Owners for the rental of the Properties.
- XI.2: Noxious or Offensive Activities.** No noxious or offensive activity or nuisance shall be carried on or maintained with the Properties, nor shall anything be done or placed upon any property within the Properties which shall cause unreasonable embarrassment, disturbance or annoyance to other Owners.
- XI.3: Signs.** The Association may display such signs in common areas as it deems necessary to advance the purpose of the Association. Such signs must be reasonable and customary for the size of the Association to provide notice to Owners of the Association, their tenants or guests. No signs of any kind shall be displayed in the public view or on or about any Lot in the

Properties which advertise or market a business unless approved by the Board. A sign of customary size and shape in the community advertising a Lot for sale is permissible. Signs which refer to seasons or holidays must be reasonable in size and are permissible as long as they are not offensive or displayed for more than three months at a time.

- XI.4: Pets.** Subject to the Association Rules from time to time, no animals may be kept upon the Properties except a reasonable number of generally recognized house pets. No animals shall be permitted outside of any Lot, except on a leash and under the control of a person.
- XI.5: Storage.** There shall be no storage of any item in or upon the Lot except in an enclosed area not visible from adjoining streets, the Common Area or other Lots. Storage in the Common Area shall be limited to the storage by the Board or the manager, if any, of the equipment or materials for use solely in connection with the Common Area.
- XI.6: Garbage.** Rubbish and Trash. All rubbish, trash and garbage shall be regularly removed from the Lots by the Owner thereof, at the Owner's sole cost and expense, and shall not be allowed to accumulate on the Lot or upon the Common Area. If trash depositories are located within the Common Area of the Properties, all rubbish; trash and garbage shall be removed from the Lot by the Owner thereof and deposited in such depositories. Trash depositories shall be for customary residential trash and garbage only and shall not be used for trash derived from remodeling or construction waste. No hazardous materials may be deposited in the trash depositories. Owners are responsible to dispose of hazardous materials according to state and federal law. If an Owner has excess waste, the Owner may be required to pay for costs associated or invoiced to the Association for the waste.
- XI.7: Structural Changes.** No Owner shall make or cause to be made structural alterations or modifications to the exterior of his/her Lot or any, improvements upon his/her Lot without the prior written consent of the Architectural Committee. No work required to be performed on a Lot by the Owner thereof pursuant to this Declaration, including routine maintenance and repairs, which may result in changes to the exterior appearance of any Lot shall be undertaken without the prior written consent of the Architectural Committee. For purposes of this Paragraph, awnings, solar panels, basketball hoops, and backboards, and similar additions to a Lot shall be deemed to alter the exterior appearance thereof.
- XI.8: Laundry.** No laundry or wash shall be dried or hung upon any Lot so as to be visible from view of a neighboring Lot, streets, or the Common Area, except for temporary drying of swimming suits, towels, small rugs, tents, sleeping bags and similar items.
- XI.9: Assigned Parking.** The Board may assign and designate temporary guest parking within the Common Area of the Properties for use by an Owner, his/her family, guests, tenants, servants and invitees. Pursuant to this paragraph, the parking space assigned by the Board shall be designated in Rules adopted by the Board or by other designation.
- XI.10: Parking.** No Owner shall park his/her automobiles or any other vehicles or permit members of his/her family, guests, tenants, invitees or servants to park automobiles or any other vehicles in any space but

- a) the space or spaces assigned as temporary guest or
- b) the garage or driveway of each Lot.

XI.11: Vehicles. No mobile home, travel trailer, truck, camper, house trailer, boat, boat trailer, or similar item of equipment, shall be kept, parked, stored, or maintained within the Properties, except within the confines of a garage or driveway upon a Lot. No such vehicle so placed shall be used for living purposes. No stripped down, wrecked or junked motor vehicle shall be kept, parked, stored or maintained within the Association, except within the confines of a garage upon a Lot.

XI.12: Antennae. No television antenna or antennae, poles, wires, machines, equipment, air conditioning units or similar objects shall be allowed on the exterior or roofs of any Lot, or any part thereof, except such as are installed as part of the initial construction of the Project, or replacements to the initial construction, or such as are approved in writing by the Architectural Committee.

XI.13: Equipment. No power equipment, hobby shop, or carpenter shop shall be maintained on the Properties except within the confines of a garage or upon the prior approval of the Board. No automobile overhaul or maintenance work other than emergency work, shall be permitted in the Project, except within the confines of a garage or driveway.

XI.14: Exterior Lighting. No exterior lighting shall be installed on any Lot by the Owner without consent of the Architectural Committee. Reasonable lighting may be installed for holidays.

XI.15: Damage to Common Area. Each Owner shall be liable to the Association for any damage to the common area or any improvements, landscaping or equipment thereof or any landscaping or gardening upon a Lot which is the obligation of the Association to maintain pursuant to this Declaration, which may be sustained by reason of the negligence or willful misconduct of the Owner, his/her family, guests, tenants, servants or invitees. The board shall levy an individual assessment against said Owner pursuant to Article VI of this Declaration for the costs of the repair or replacement thereof, together with costs and attorney's fees.

XI.16: Temporary Buildings. No out building, basement, shack or shed or other temporary building or improvement of any kind shall be placed upon any portion of the Project either temporarily or permanently unless approved by the Architectural Committee.

XI.17: Common Area. The common area of the Project, subject to this Declaration and the Association rules, shall be improved, maintained and used as follows:

- a) The use of the Common area shall be available for, and limited to Owners or lessees of a Residence and their accompanying guests.
- b) Affording vehicular parking and vehicular and pedestrian movement within the Project, including access to the Residences.
- c) Affording such landscaping and other beautification to the Project as the board may deem necessary from time to time.
- d) Affording easements in order to facilitate the service of utilities to Residence lots and the common area.

- XI.18: Taxes.** Each Owner shall pay the real and personal property taxes separately assessed against his/her Residence, and such Owner's membership in the Association. The Association shall pay all taxes levied or assessed against the Common Area, if not separately assessed to the Owners.
- XI.19: Utility Charges.** Each Owner shall pay any and all utility charges separately metered or charged against his/her Residence and such payment shall be made by each Owner in addition to and separately from any assessments otherwise payable by such Owner to the Association pursuant to the terms and provision of the Declaration. If the Association is required to pay any utility charges separately metered to a Lot which the Owner thereof is required to pay pursuant to this section, then the Association shall levy an Individual Assessment against such Owner pursuant to the provision of Section IV.1.c hereof to cover the costs of such charges.
- XI.20: Lease of Residence.** All leases or tenancies of a Residence must be in writing and must provide that the lease or tenancy is subject in all respects to the provision of the Declaration, By-Laws and the Articles, and that the failure of the Lessee or tenant to comply with any of the terms and provisions of said documents shall constitute a default under the lease or tenancy. Owners may lease less than his/her entire Residence, and all such leases or tenancies must be for a period of no less than thirty (30) days. Any lease or rental agreement must include the following language:
"The undersigned, as lessee or tenant, acknowledges that he/she is familiar with all of the provisions governing the use and occupancy of the Residence as contained in the Declaration, the Articles and the By-Laws, and agrees to abide by them."
- XI.21: Notice of Address.** It shall be the responsibility of each Owner to provide to the Board in writing the current address of the Owner and to notify the Board in writing of any change of address within 30 days from the date of obtaining a new address.

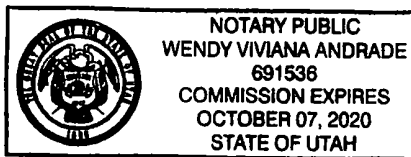
Dated this 4 day of December, 2017.

Signed By Kristin Johnson
President, Apple Courts Homeowners Association

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 4th day of December, 2017, personally appeared before me, Kristin Johnson, President of Apple Courts Homeowners Association, on behalf of all Apple Courts Unit Owners and pursuant to not less than seventy-five percent (75%) vote of said Owners authorizing her to do so, and acknowledged to me that she signed on behalf of said Home Owners Association.

Notary Public: Wendy Viviana Andrade
Residing at: 79 S Main St. Salt Lake, UT
My Commission Expires: 10 / 07 / 2020



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This amendment is inclusive of any changes and existing documents. Original documents are available upon request.

ARTICLE I: NAME AND LOCATION.

The name of the corporation is APPLE COURTS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association".

The principal office of the corporation shall be located in care of:
Western Management
4252 South Highland Drive, #105
Millcreek, Utah 84124

Meetings of members and the Board of Directors shall be held at such places within the Association as designated by the Board.

ARTICLE II: DEFINITIONS

- II.1:** **Association** shall mean the Apple Courts Homeowners Association, a Utah non-profit corporation association.
- II.2:** **Properties** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- II.3:** **Common Area** shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of the conveyance of the first lot is described as follows:

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- II.2:** **Properties** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- II.3:** **Common Area** shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of the conveyance of the first lot is described as follows:

That part of the property which is not included within the lots, including all improvements other than utility lines now or hereafter constructed or located thereon: roadways, play areas, green areas and flood control areas.

III.5: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

ARTICLE IV: BOARD OF DIRECTORS, SELECTION AND TERM OF OFFICE.

IV.1: Number. The affairs of this Association shall be managed by a Board of at least three (3) directors, who must be members of the Association.

IV.2: Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, a director for a term of two (2) years, and a director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

IV.3: Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

IV.4: Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

IV.5: Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

V.1: Nomination. Nominations may be made from the floor at the annual meeting or by a Nominating Committee. The Nominating Committee shall be appointed by the Board prior to the annual meeting and consist of three (3) members, one of which must be a Board member. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

V.2: Election. Election to the Board shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI: MEETINGS OF DIRECTORS

VI.1: Regular Meetings. Regular meetings of the Board should be held quarterly, but at least annually at such place and hour as may be fixed from time to time by resolution of the Board. Meetings shall not fall on legal holidays, Saturday or Sunday.

VI.2: Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

VI.3: Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

VII.1: Powers. The Board of Directors shall have power to:

- a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. After notice and hearing, such rights may also be suspended for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board, and
- e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

VII.2: Duties. It shall be the duty of the Board to:

- a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing;
- b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c) manage assessments (as more fully provided in the Declaration) to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

- d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid -- a reasonable charge may be made by the Board for the issuance of these certificates -- if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) should the Board deem it necessary or appropriate, cause one or more officers or employees having fiscal responsibilities to be bonded;
- g) cause the Common Area to be maintained;
- h) employ a manager, independent contractor, or such other person as the Board may deem necessary or appropriate to perform one or more of the duties of the Directors.

ARTICLE VIII: OFFICERS AND THEIR DUTIES

VIII.1: Enumeration of Officers. The officers of this Association shall be a President and Vice-president, a Secretary, and a Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

VIII.2: Election of the Board of Directors. The election of Officers shall take place by the vote of the members at the annual meeting of the Association.

VIII.3: Term. The Officers of this Association shall hold office for three (3) years unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

VIII.4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

VIII.5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein. The acceptance of such resignation shall not be necessary to make it effective.

VIII.6: Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

VIII.7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. The President may not be the same person as the Secretary or Treasurer. Unless otherwise stated herein, a person may hold more than one office if necessary.

VIII.8: Duties. The duties of the officers are as follows:

- a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

- b) **Vice-president.** The Vice-president shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- d) **Treasurer.** The Treasurer, and/or a hired agent for the Association, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer may obtain a review or audit of the Association books by a certified public accountant as the Board deems necessary. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE IX: COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X: BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI: ASSESSMENTS

As more fully provided in the Declaration (Article IV), each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

ARTICLE XII: CORPORATE SEAL

Corporate Seal is deleted in its entirety.

ARTICLE XIII: AMENDMENTS AND CONFLICTS

XIII.1: Amendments. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of not less than seventy-five percent (75%) of the Owners who are voting in person or by proxy, (i.e., representing 14 out of 18 Lots). Any amendment must be recorded.

XIII.2: Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and these By-Laws, the Declaration shall control.

Dated this 4 day of December, 2017.

Signed By Kristin Johnson
President, Apple Courts Homeowners Association

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 4th day of December 2017, personally appeared before me, Kristin Johnson, President of Apple Courts Homeowners Association, on behalf of all Apple Courts Unit Owners and pursuant to not less than seventy-five percent (75%) vote of said Owners authorizing her to do so, and acknowledged to me that she signed on behalf of said Home Owners Association.

Notary Public: Wendy Viviana Andrade
Residing at: 79 S Main St. Salt Lake, UT
My Commission Expires: 10 / 07 / 2020

