

MOOSE HOLLOW & CASCADES AT MOOSE HOLLOW  
CONDOMINIUMS  
RULES AND REGULATIONS

## **Fines**

Violations of any Rule will result in the following fines:

- Initial Fine: \$50
- Additional Fine: \$100
- Recurring Fines: \$150

The above List of Fines also applies to violations of any provision of the Amended and Restated Declaration of Condominium of the Moose Hollow & Cascades at Moose Hollow Condominium Project dated October 9, 2019, which were recorded in the Weber County Recorder's Office on November 12, 2019 as Entry No. 3015771 (the "**Declaration**").

## **Quiet Hours**

Quiet hours are from 10:00 P.M. until 8:00 A.M. Please be courteous of others and observe their right be undisturbed during these hours.

## **Parking**

Recreational vehicles, boats and trailers must be parked at the bottom of the cul-de-sacs of Fox Run, Lakeview Drive and along Moose Hollow Drive. No vehicle, trailer or boat may be continuously parked anywhere within the Project for more than three (3) consecutive days without written permission from the Board. No vehicle, boat or trailer (including any recreational vehicle or camper) located anywhere within the Project may be used for sleeping or living purposes, including overnight camping.

Only registered and operating vehicles are allowed to be parked within the Project. No tarps are allowed to cover any vehicles. All vehicles must be parked perpendicular to the sidewalk and must not be parked on, or block, any sidewalk.

Parking of any vehicles, trailers or equipment of any kind in the Cascades Courtyards is prohibited. Parking for the Cascades is allowed in stalls located around the Project. The parking stalls in front of the Clubhouse may be used unless the Clubhouse is reserved. Reservations for the Clubhouse will be posted on the Clubhouse door.

A written notice will be placed on any vehicle, trailer or equipment that is parked in violation of the parking rules. The notice may state that the vehicle, trailer or equipment will be towed at the owner's expense if it is not removed within 24 hours. If the vehicle, trailer or equipment is parked upon any sidewalks, or is blocking any garage doors, gates, emergency access roads or fire hydrants, the vehicle, trailer or equipment may be immediately towed without any advance notice or prior warning.

## **Pet Policies**

Owners are allowed to have pets, but renters and guests of Owners are NOT allowed to have pets within the Moose Hollow/Cascades Condominiums Project at any time.

If guests or renters are found to have pets anywhere within the Project, the OWNER of the Unit in which the guests/renters are staying will be fined. The Owner of the Unit will be notified if such a violation occurs.

Failure of the pet owner to remove the pet from the Project will result in an initial fine of \$50. Failure of the pet owner to remove the pet from the Project within 24 hours after the initial fine will result in an additional fine of \$100. Failure of the pet owner to remove the pet from the Project within 48 hours after the additional fine has been assessed will result in recurring fines of \$150 for each 48 hour period the pet's owner fails to remove the pet from the Project.

The following applies to any Owner who keeps a pet within the Project:

Each Owner who has a pet at their Unit must register the pet with the Manager including the type/breed of pet and description. If the pet is not timely registered, the Owner will be assessed an initial fine of \$50. If the pet is not registered within one month after the initial fine, the Owner will be assessed an additional fine of \$100 and will be assessed recurring fines of \$150 each month the pet continues to be unregistered.

Dogs must be on a leash at all times they are outside the Unit, including any Common Area, which includes the Foyer Areas of the Moose Hollow Buildings and any Cascades Courtyards. If a dog is seen without a leash, the Owner of the Unit in which the dog is being kept will be assessed a \$50 fine. The Owner will be assessed an additional \$100 fine if the dog is again seen without a leash outside the Unit, and will then be assessed recurring fines of \$150 for each continued violation.

Droppings MUST be picked up. Failure of any pet owner to clean up after their pet will result in an initial fine of \$50. Failure to clean up after their pet after the initial fine will result in an additional fine of \$100. Failure to clean up after their pet after the additional fine has been assessed will result in recurring fines of \$150 and/or revocation of permission to have any pets at the Project.

Pets are NOT allowed in the Clubhouse, fitness center, swimming pool/hot tub areas, etc.

If a dog creates a disturbance, including barking, the Owner of the Unit in which the dog is being kept will be assessed a \$50 fine. The Owner will be assessed an additional \$100 fine upon the next disturbance. Any continued disturbances after the additional fine has been assessed will result in recurring fines of \$150 and/or revocation of permission to have the pet at the Project.

If any pet displays aggressive behavior or bites anyone, permission to keep the pet at the Project shall be revoked and the pet must be immediately removed from the Project. The pet owner will bear sole responsibility for any liability from any personal injury caused by such pet and completely releases the Moose Hollow Homeowners Association of all liability or responsibility.

Each Owner who keeps a pet in their Unit shall hold all other Owners harmless against any loss or liability of any kind or nature or as a result of having such pet at the Project.

## **Access Cards to Fitness Room and Pool/Hot Tub Areas**

Access to the fitness room and pool/hot tub areas is by electronic cards. Each Owner will receive two (2) cards per Unit. If cards are lost, damaged or destroyed, the fee is Fifty Dollars (\$50) per replacement card.

## **Patios, Decks & Balconies**

The patios, decks and balconies of each Unit must be maintained in a safe and neat manner. Patios, decks and balconies are intended for keeping and using items that are commonly kept and used in such areas, such as patio furniture. Accordingly, Owners (and the tenants, family members, guests or any other occupants of any Unit) shall not use such areas for general storage or for the storage of any excessive or unsightly clutter as determined by the Board and/or the Manager. Owners shall not utilize Unit patios, decks or balconies for the storage of cleaning equipment, appliances, laundry, clotheslines, dead potted plants, certain recreational equipment such as paddle boards, skis, snowboards, kayaks or more than 2 non-motorized bicycles, or any other items deemed unsightly as determined by the Board and/or the Manager. Owners (and the tenants, family members, guests or any other occupants of any Unit) must also refrain from hanging items over the walls or railings of any patio, deck and/or balcony (including, for example, rugs, towels or clothing).

## **Moose Hollow Foyer Areas**

The Moose Hollow Foyer Areas are not to be used for the storage of any Owner personal property or clothing (including shoes, boots, etc.) or other items including recreational equipment such as paddle boards, skis, snowboards, kayaks bicycles, skateboards, etc. In order to keep these areas uncluttered, and to prevent conditions that may cause injury from slips, trips or falls, Owners may only place one doormat directly in front of the entry door to their Unit. All other items must, at all times, be stored in the Unit or in the Owner's Storage Closet.

## **Picnic Areas**

There are two separate picnic table areas located behind Moose Hollow Building 1 which may be reserved. Please contact the Manager's office for reservations at (801) 745-2009. Renters will be responsible to clean area up after their event or forfeit deposit. A credit card will be kept on file for a deposit if reserving the picnic area. If the area is not cleaned after use, the card on file will be charged for the amount of time needed to clean the area at a rate of \$25 per hour.

## **Garbage**

Please remove all garbage from Units and dispose in the dumpsters located throughout the Project.

## **Pool and Hot Tub Area Rules**

1. No pets allowed in the swimming pool/hot tub areas (see Pet Policies, above).
2. The pool is private property and is for Owners and their family members, authorized renters and accompanied guests only. NOTE: Law enforcement authorities will called for violations and trespassing charges will be filed.
3. The swimming pool, hot tub and sauna may be used between the hours of 8:00 A.M. and 10:00 P.M. only. Violation of hours will also result in law enforcement authorities being called and trespassing charges will be filed.
4. SMOKING AND ALCOHOL IS PROHIBITED IN THE POOL/HOT TUB AREAS.
5. The sauna and hot tub may be used between the hours of 8:00am and 10:00pm and are for residents, authorized renters and accompanied guests only.
6. Keep noise to a minimum before 9:00 A.M. and after 9:00 P.M.
7. Please shower before use!
8. NO Children under age 14 allowed in the pool/hot tub areas without adult supervision. If you see unsupervised children under age 14, please ask them to leave the pool/hot tub areas and contact the Manager.
9. WALK don't run in the pool/hot tub areas.
10. No gum and no glass bottles within the pool/hot tub areas.
11. Large flotation devices are prohibited when large numbers of people are using the swimming pool as determined by the Manager. Children's "water wings" and float tubes are permitted.
12. Please be courteous with the number of guests you bring to the pool/hot tub areas.
13. No reservations. The pool and hot tub are not to be used exclusively for private use or parties.
14. DO NOT prop the pool gate open. (This is a huge liability issue as there are many kids playing nearby who could wander in without supervision).
15. Replace the hot tub cover after usage.
16. Clean up after yourself and your guests.
17. Please remember your belongings. A lost and found box is located in the Manager's office, but there is no guarantee that your item will be turned in. Unclaimed items may be disposed of after 14 days.

## **Motorized Kids Toys, Bikes and Skateboards**

Child motorized/electric ride on vehicles such as 4 wheelers, Barbie jeeps, motorized scooters, etc. are prohibited in the Moose Hollow/Cascades Condominium Project except on sidewalks and trails. Bikes and skateboards are allowed on the paved roads and trails. Please be courteous of others on the trail system. Please use extreme caution and watch for vehicles at all times. Use of these child vehicles will be at your own risk and by so using, you agree to release the Association of all liability.

## **Volleyball Court**

The volleyball court is for Owners and their family members, renters and guests only and may not be reserved. If others are waiting to use the court, please limit your time to one hour intervals. Please do not hang on the volleyball net.

The Manager will keep a volleyball on hand and may be checked out when the Manager's office is open.

A credit card will be kept on file when checking out the volleyball. Once the volleyball is returned, the credit card number will be destroyed. If the ball is not returned, the credit card will be charged \$40.00.

## **Clubhouse**

The Clubhouse may be used between the hours of 8:00 A.M. and 10:00 P.M. and is for Owners, authorized renters and accompanied guests only. Extended hours may be granted with the permission of the Manager or the Board.

The garage located in the basement of the Clubhouse is for Association use only and is off limits for access by anyone other than authorized personnel.

Owners may reserve the Clubhouse by contacting the Manager at (801) 745-2009 and is reserved on a first come basis. The Manager will have details regarding fees and rates.

Payment in full is required at the time the Clubhouse is reserved. A credit card is required to be held for a cleaning/security deposit. Required cleaning will be charged at a rate of \$30/hour but there will be no charges if there is no damage and the Clubhouse is thoroughly cleaned in compliance with Clubhouse check list after use. Checklist will be posted in the Clubhouse.

A reservation form must be completed to reserve the Clubhouse. The reservation form is available in the Manager's office or on the Association's website.

Do not enter the Clubhouse during a scheduled event unless you are invited. Let's give all Owners common courtesy and privacy. If you believe any Owner is taking advantage of the reservation privilege, please report it to the Board or the Manager. If you have an important event, please make sure you schedule it in advance

Owners must coordinate the use of the Clubhouse with the Manager's office and notify the Manager when they will be finished, so an inspection can be completed.

There is a camera within the clubhouse. Do not tamper with the cameras. The cameras are there to help protect the Owners' safety. Tampering with cameras will result in forfeiting your right to use the Clubhouse and your reservation deposit.

Access to the Clubhouse is by key code. Please obtain code from the Manager's office or from the Association's website under the Owner's tab.

Smoking is strictly prohibited in the Clubhouse.

## **Exercise Room & Equipment Rules**

Use of exercise equipment is at your own risk and use thereof constitutes release of liability to the Association.

NO Children under age 16 unless under adult supervision.

Absolutely NO horseplay or use of equipment for which it is not specifically intended.

The exercise room is available for Owners and their family members, renters and guests. Access to the exercise room is through the back door of the ground floor of the Clubhouse. Lock code is available from the Manager and posted on the Association's website under the Owner's tab.

The exercise room may not be reserved.

Please wipe the equipment before and after use with the towels and disinfectant spray provided.

If other people are waiting to use the equipment, please limit your usage to one-hour intervals.

Be courteous of others.

Smoking and alcohol are absolutely prohibited in the exercise room.

## **Ice and Snow Removal**

Each Owner must keep his or her patio, deck and/or balcony reasonably clear of ice and snow. Ice and snow must be safely removed to avoid bodily injury or property damage. If ice and snow removal results in damage to any portion of any Common Area, including any Limited Common Area (for example, patio, deck or balcony surface damage caused by chipping away ice) the Association may impose a Reimbursement Assessment for the cost of repairing such damage.

An Owner will be held responsible and liable for any bodily injury or property damage caused by the ice or snow removal activities of any third party (*i.e.* the Owner's tenant, guest, snow removal contractor, etc.). If the Association and/or Manager determines that ice or snow must be removed from any Owner's Limited Common Area, and the Owner fails to properly keep such Limited Common Area clear of ice and snow within three (3) days after receiving written notice from the Association, the Association and/or Manager may (but shall not be obligated to) cause the removal of such ice and snow, and the Owner will be charged for the cost of such removal via Reimbursement Assessment.

If for any reason the Association and/or Manager fails to cause the removal of ice or snow from any Limited Common Areas, the Association and/or Manager shall not be held responsible or liable for any bodily injury or property damage that may be directly or indirectly caused by such ice or snow.

## **Barbecuing**

Charcoal barbecuing is permitted on the permanently installed barbecue grills located in certain designated portions of the Common Area. These barbecue grills may not be reserved and are for use by Owners and their guests and renters. After barbecuing please clean out the grill and pick up all trash.

Open flame barbecue grills may not be operated on any deck or balcony of any Building including any deck or balcony that is appurtenant to any Unit. Open flame barbecue grills may only be operated on ground-level concrete patios, provided the grill is located a safe distance from any Building as required by applicable fire codes. The term "open flame" means barbecue grills or smoker grills that utilize propane, natural gas, charcoal, wood, pellets or any other flammable substance. The use of electric barbecue grills is permitted on Unit patios, decks or balconies, provided such electric barbecue grills are properly maintained, are safely operated per the manufacturer's operating instructions, and are compliant with the latest Underwriter Laboratories safety requirements. The use of firepits of any kind, including, for example and without limitation, moveable firepits, firepit tables, etc., on any portion of the Project, including Unit decks, patios and balconies, is strictly prohibited.

## **Fireworks**

Because of fire hazards, fireworks are NOT allowed in the Project at any time.

## **Smoking Policy**

Due to the known adverse health effects of secondhand smoke, and the fact that secondhand smoke has been defined as a nuisance by the Utah State Legislature, tobacco smoking (including e-cigarettes and vaping) is prohibited inside any Unit and on any unpaved part of the Common Area (including any Limited Common Area) located less than 25 feet from any Building. These areas where smoking is prohibited include any patios, decks, and balconies that are appurtenant to any Unit, as well as any stairs (indoor and outdoor), stairwells, Moose Hollow Building Foyers, Cascades Courtyards, the swimming pool/hot tub areas, and the Clubhouse including the Clubhouse deck and fitness room. Smoking is only permitted on paved portions of the Common Area of the Project that are located more than 25 feet away from any Building or in other designated areas of the Project identified by signage and containing a cigarette butt trash receptacle.

## **Fair and Reasonable Notice to Homeowners**

Delivery of notices to Owners will be as set forth under Section 20.3 of the Declaration.

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These Rules and Regulations of the Moose Hollow/Cascades Condominium Project are subject to change by the Board as set forth under Section 1.48 of the Declaration.

These Rules and Regulations, including the List of Fines are subject to change by the Board as set forth under Section 1.49 of the Declaration.

Capitalized terms set forth under these Rules and Regulations are as defined under the Declaration.