

COMPARISON OF MOOSE HOLLOW / CASCADES CC&Rs

Comparison of current CC&Rs (Declaration of Condominium of the Moose Hollow Condominium Project recorded February 25, 1999) and proposed new CC&Rs (Amended and Restated Declaration of Condominium of the Moose Hollow & Cascades at Moose Hollow Condominium Project)

▲ – denotes provisions of the new CC&Rs that are partially or entirely required by the Utah Condominium Ownership Act

CURRENT MOOSE HOLLOW CC&Rs	PROPOSED NEW MOOSE HOLLOW CC&Rs	COMMENTS
Recitals	Recitals	<p>▶ The Recitals of the new CC&Rs provide a complete chronological list of every plat map, Declaration of CC&Rs, amended CC&Rs, supplemental CC&Rs, Bylaws and Articles of Incorporation that have been filed or recorded in connection with the Moose Hollow/Cascades project since 1982.</p>
Article 1 – Definitions	Article I – Definitions	<p>▶ <u>The following defined terms/phrases have been ADDED to the CC&Rs:</u></p> <ul style="list-style-type: none"> 1.2 – Additional Charges** 1.3 – Annual Budget** 1.5 – Assessment** 1.7 – Association Storage Areas* 1.11 – Business Day 1.12 – Cascades Building* 1.13 – Cascades Courtyard* 1.14 – Cascades Maps 1.15 – Cascades Units* 1.16 – Clubhouse* 1.21 – Fire Suppression System* 1.22 – Foyer Area* 1.23 – Governing Documents 1.26 – Manager 1.27 – Majority of the Owners 1.28 – Member 1.29 – Moose Hollow Building* 1.30 – Moose Hollow Maps 1.31 – Moose Hollow Units* 1.35 – Office/Pool Building* 1.37 – Operating Fund** 1.39 – Owner’s Storage Closets* 1.41 – Plat Maps 1.42 – Private Streets* 1.44 – Public Street* 1.45 – Recorder’s Office 1.46 – Reimbursement Assessment** 1.47 – Reserve Fund** 1.48 – Rules and Regulations <p>* These terms/phrases identify certain parts of the Project, which makes it easier to clarify how each part of the Project is used and maintained.</p> <p>** These terms/phrases relate to the collection, deposit and use of HOA dues (Assessments) for administration and maintenance of the Project.</p>

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Article 1 – Definition	Article 1 – Definitions	<p>➤ The following defined terms/phrases have been REVISED:</p> <p>1.1 – Acts – now refers to <u>both</u> the Condominium Act & Nonprofit Corporation Act</p> <p>1.8 – Board – is referred to as “Management Committee” or “Committee” under the current CC&Rs.</p> <p>1.10 – Buildings –this term has been expanded to include all buildings including the Clubhouse and Office/Pool Building.</p> <p>1.17 – Common Area – generally the same definition but now distinguishes “Common Areas” from “Common Improvements”.</p> <p>1.18 – Common Improvements – referred to as “Common Facilities” under the current CC&Rs. The definition has been expanded to include several specific improvements (e.g. roof & gutter de-icing systems, common water line spigots, Fire Suppression System, etc.) The definition of this term also now includes the entire portion of each Unit’s fireplace extending above the roof (while remaining portions are part of the Unit).</p> <p>1.20 – Declaration – now refers to the Amended and Restated CC&Rs.</p> <p>1.24 – Limited Common Area (LCA) – provides a more accurate definition of LCA to any include areas of the Project that only may be used by <u>one or more Owners</u> to the exclusion of other Owners. <u>Section 1.24</u> also addresses errors in the identification of LCA on the Plat Maps. Expanded definition now specifies several areas such as Owner’s Storage Closets, Foyers Areas and Cascades Courtyards.</p> <p>1.25 – Limited Common Improvements (LCI) – referred to as “Limited Common Facilities” under the current CC&Rs, although the current CC&Rs fail to actually provide any meaningful description of that term. The Project doesn’t include many LCIs, although the steps/decks attached to the back door of various Cascades Units are one example.</p> <p>1.32 – Mortgage – clarifies that a Mortgage must be evidenced by an instrument recorded with the Recorder’s Office. Also clarifies that a Mortgage does not refer to an executory contract of sale.</p> <p>1.33 – Mortgagee – clarifies that a Mortgagee must be named in the recorded mortgage or trust deed, and the Mortgagee does not refer to a buyer or seller under an executory contract of sale.</p> <p>1.36 – Operating Expenses – referred to as “Common Expenses” under the current CC&Rs. The definition of this term is now consistent with the definition of “Common Expenses” under the Condominium Act. The definition has been expanded to distinguish Operating Expenses from other expenses that may be paid out of the Reserve Fund, and also notes that Operating Expenses may include money to pay various other specified costs and address budget deficits.</p> <p>1.40 – Percentage Interest – revised to reflect completion of the Project with a total of 216 Units.</p> <p>1.43 – Project – revised to more comprehensively define the Project.</p> <p>1.50 – Unit – revised to provide a more thorough and more accurate definition and description of what constitutes an individual Unit.</p>

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Article I – Definitions	<u>Article 1</u> – Definitions	<p>➤ <u>These defined terms/phrases have been DELETED from Article 1 because they are no longer relevant to, or used in, the CC&Rs :</u></p> <ul style="list-style-type: none"> • Additional Land (not needed because the Project can no longer be expanded) • Building Number • Condominium Unit (covered by the term “Unit”) • Declarant (defined in Recitals but no longer relevant to the CC&Rs) • Master Board (deleted for reasons set forth under <u>Article 2</u>) • Par Value (not relevant to the Project) • Record of Survey Map, Survey Map or Map (replaced with the term “Plat Map”) • Size (unnecessary term under the new CC&Rs) • Tract (unnecessary term under the new CC&Rs) • Unit Owner (covered by the term “Owner”)
Article II – Submission	None	<p>➤ <u>Article II of the current CC&Rs is no longer necessary.</u></p> <p>➤ Under the new CC&Rs, the Project is submitted to the CC&Rs by the Declaration language immediately following the Recitals. The language regarding the Master Declarant and the Declarant is no longer relevant for the reasons set forth under <u>Article 2</u> of the new CC&Rs.</p>
	<u>Article 2</u> – Declarant, Master Declaration & Master Board	<p>◆ <u>Article 2 is entirely new language</u> confirming that the Declarant, the Master Declarations and the Master Declarant/Master Board have no authority or influence over the Project.</p> <p>➤ The Declarant’s control of the Project has expired for various reasons including completion of the Project. Meanwhile, the Master Declarant/Master Board have never exercised any authority or influence over the Project.</p>
Article III <u>Sections 1 thru 6</u>	<u>Article 3</u> – Description of Project	<p>▲ <u>Article 3</u> includes language describing the Project as required by <i>Section 57-8-10</i> of the Condominium Act.</p> <p>➤ <u>Section 3.3</u> further defines the boundaries of each Unit.</p> <p>➤ <u>Section 3.5</u> clarifies that certain improvements located within the boundaries of Units are still deemed to be Common Improvements.</p> <p>➤ <u>Section 3.6</u> further describes various Limited Common Areas located throughout the Project.</p>
Article III <u>Section 8</u> (Declarant’s Sales Program) <u>Section 9</u> (Completion Obligation)	None	<p>➤ All provisions of the current CC&Rs regarding the Declarant (including <u>Sections 8 and 9</u>) no longer apply to the Project and have been deleted for the reasons described under <u>Article 2</u> of the new CC&Rs.</p>

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<p>Article III <u>Section 18</u> (Voting)</p>	<p><u>Article 4</u> – Owner’s Association</p>	<p>◆ Article 4 has been added because the current CC&Rs fail to adequately address certain items such as membership in the Association and issues related to voting rights and ballots.</p> <ul style="list-style-type: none"> ➤ <u>Section 4.2</u> addresses membership in the Association. ➤ <u>Section 4.3</u> addresses voting rights. ➤ <u>Section 4.3</u> introduces the Bylaws. ➤ <u>Section 4.4</u> acknowledges the Association as each Owner’s attorney-in-fact for the purposes of managing, operating, maintaining, repairing and improving the Project.
<p>Article III <u>Section 12</u> (Status and General Authority of Committee)</p> <p><u>Section 13</u> (Manager)</p> <p><u>Section 14</u> (Composition of Management Committee)</p> <p><u>Section 15</u> (Committee Officers and Agents)</p> <p><u>Section 16</u> (Committee Meetings)</p> <p><u>Section 17</u> (Owners Meetings)</p> <p><u>Section 21</u> (Capital Improvements)</p> <p><u>Section 22</u> (Operation and Maintenance)</p>	<p><u>Article 5</u> – Board of Directors AND <u>Association Bylaws</u></p>	<p>◆ Article 5 has been added because the current CC&Rs do not provide a description of the Board’s purpose and authority.</p> <ul style="list-style-type: none"> ➤ <u>Section 5.1</u> describes the Board’s overall purpose. ➤ <u>Section 5.2</u> provides that Board actions must be approved by a majority of the Board. ➤ <u>Section 5.3</u> clarifies the Board’s authority to take certain actions. The Board’s broad authority to transfer, convey, or add any interest in real property, as stated under <u>Sections 12e through 12g</u> of the current CC&Rs has been removed. ➤ <u>Subsection 5.3(k)</u> addresses the Board’s right to authorize and approve certain Capital Improvements with and without Owner approval. This language significantly revises <u>Section 21</u> of the current CC&Rs. ➤ <u>Section 5.4</u> regarding the Board’s right to delegate management authority to a Manager is substantially similar to <u>Section 13</u> of the current CC&Rs. ➤ <u>Sections 14 through 17</u> of the current CC&Rs are covered under the new Association Bylaws, which are attached to the CC&Rs as Exhibit “B”. <p>NOTE that the important question of what constitutes a “quorum” at any Owner meeting is now addressed under <u>Section 2.9</u> of the proposed new Bylaws. Please see several notes in the comparison of the current versus proposed new Bylaws regarding inconsistencies in the current Moose Hollow CC&Rs/Bylaws regarding quorums.</p>
<p>Article III <u>Section 19</u> (Ownership List)</p>	<p>None</p>	<ul style="list-style-type: none"> ➤ The requirements set forth under <u>Section 19</u> of the current CC&Rs are addressed under <u>Section 2.5</u> of the new Bylaws.
<p>Article III <u>Section 20</u> (Limitations on Improvements by Association)</p>	<p>None</p>	<ul style="list-style-type: none"> ➤ Section 20 of the current CC&Rs has been deleted because, as stated under <u>Article 2</u> of the new CC&Rs, the Declarant no longer has any authority over the Project.

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<p style="text-align: center;">Article III <u>Section 10</u></p> <p style="text-align: center;">(Condition and Maintenance of Units and Limited Common Areas)</p>	<p><u>Article 6</u> – Maintenance, Care and Alteration of Units, Limited Common Areas of Buildings</p>	<p>◆ Article 6 has been added because the current CC&Rs lack guidance or requirements regarding maintenance or alteration of Units, Limited Common Areas or Buildings.</p> <p><u>Units</u></p> <ul style="list-style-type: none"> ➤ <u>Subsections 6.1.1</u> and <u>6.1.2</u> address general Unit maintenance and major Unit interior modifications. ▲ <u>Subsection 6.1.4</u> (Removal/Alteration of Common Walls) is from <i>Section 57-8-4.5</i> of the Condominium Act, which applies to all Utah condominium projects. Language has been added to address load-bearing walls and Association approval prior to the removal or alteration of any common walls. <p><u>Limited Common Areas</u></p> <ul style="list-style-type: none"> ➤ <u>Section 6.2</u> covers maintenance of and alterations to patios, decks and balconies. ➤ <u>Section 6.3</u> covers maintenance of and alterations to Owner’s Storage Closets. ➤ <u>Section 6.4</u> covers maintenance of and alterations to Foyer Areas. ➤ <u>Section 6.5</u> covers maintenance of and alterations to Cascades Courtyards. ▲ <u>Section 6.6</u> addresses the Association’s right to access Units and Limited Common Area of in order to maintain Common Areas and Common Improvements. This language is from <i>Section 57-8-7</i> of the Condominium Act, which applies even if it is not included in the CC&Rs. ▲ <u>Section 6.7</u> addresses the Association’s right to winterize a Unit If the Owner fails to pay utilities. This language is from <i>Section 57-8-56</i> of the Condominium Act and would apply even if it were not included in the CC&Rs. <p><u>Building Exterior</u></p> <ul style="list-style-type: none"> ➤ <u>Section 6.8</u> covers the maintenance and appearance of Building exteriors. ➤ <u>Section 6.9</u> covers the installation of improvements or decorations on the outside of any Unit. ➤ <u>Section 6.10</u> prohibits penetrating, altering or removing exterior Building walls (which are Common Improvements). ➤ <u>Sections 6.11</u> and <u>6.12</u> generally prohibit certain work and any Nonconforming Improvements in the Project.

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None	Article 7 – Use, Management and Maintenance of Common Improvements	<p>◆ Article 7 has been added because the current CC&Rs provide no guidance or requirements regarding the use, management and maintenance of the Project’s Common Improvements</p> <p>➤ <u>Sections 7.1</u> through <u>7.6</u> specifically address the use, management and maintenance of the:</p> <ul style="list-style-type: none"> • Clubhouse • Office/Pool Building • Recreational Common Improvements • Parking, Sidewalks, Stairways and Walkways • Fire Suppression Systems
Article III <u>Section 7</u> (Use Restrictions)	Article 8 – Project Use Restrictions	<p>➤ <u>The following use restrictions have been ADDED to the CC&Rs:</u></p> <p>8.4 – Drones Prohibited</p> <p>8.7 – Swamp Coolers / Window-Mounted ACs/ Shared HVAC Systems</p> <p>8.15 – Private Exterior Spigots</p> <p>8.17 – Common Drive and Walks</p> <p>8.18 – Patios, Decks and Balconies</p> <p>8.19 – Retail or Commercial Activities</p> <p>8.20 – Storage Areas and Closets</p> <p>8.21 – Storage Sheds</p> <p>8.25 – Hot Tubs</p> <p>8.27 – Communication Devices (<i>e.g.</i> satellite dishes)</p> <p>8.28 – Leases and Short-term Rentals</p> <p>▲ 8.29 – Unit Capacity (<i>Subsection 57-8-8.1(3)</i> of the Condominium Act)</p> <p>▲ 8.30 – Use of Recreational Common Improvements / Common Areas (<i>Subsection 57-8-8.1</i> of the Condominium Act)</p> <p>8.32 – Effect on Insurance</p> <p>➤ <u>The following use restrictions have been REVISED:</u></p> <p>8.1 – Use of Units – generally the same restrictions with expanded explanation of the purpose of restrictions on the use of Units. NOTE that the term “single family” is used under <u>Section 8.1</u> the current CC&Rs but has been removed from the new CC&Rs.</p> <p>8.2 – Parking – generally the same restrictions with additional details regarding parking restrictions, while eliminating reference to the Master Board.</p> <p>8.3 – Garbage and Refuse – minor revisions with added language prohibiting trash on Common Areas including Limited Common Areas.</p>

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<p style="text-align: center;">Article III <u>Section 7</u> (Use Restrictions)</p>	<p>Article 8 – Project Use Restrictions</p>	<p>8.5 – Radio and Television Antennas – revised to eliminate possibility of Master Board’s permission to construct, use or operate radio or TV antenna. CB or amateur radio may only be used in emergencies.</p> <p>8.6 – Clothes Lines – revised to completely prohibit clothes lines.</p> <p>8.8 – Power Equipment and Car Maintenance – clarified restrictions regarding the use of power equipment and maintaining cars.</p> <p>8.9 – Drainage – revised to eliminate the possibility of Master Board’s permission to interfere with water drainage.</p> <p>8.10 – Mineral Exploration – revised to eliminate the possibility of Master Board’s permission to drill for water or geothermal resources.</p> <p>8.11 – Mailboxes – revised to limit mailboxes to those in currently existing mailbox banks.</p> <p>8.12 – Exterior Fires / Open Flame Grills – replaces <u>Section 7.o.</u> of current CC&Rs (Barbecues). This language has been significantly revised to be consistent with current Weber County fire code guidelines.</p> <p>8.14 – Water Use – revised to eliminate the possibility of Master Board’s permission to install or use docks, piers or floats on any waterways located in the Project.</p> <p>8.22 – Proximity to Golf Course – slightly revised language from <u>Section 7.a.</u> of current CC&Rs.</p> <p>8.23 – Signs – revised to eliminate permission to post signs by the Master Board, the Declarant or the Board. Advertising sale, lease or rent signs are prohibited.</p> <p>8.24 – Nuisances – expanded to prohibit any nuisances that may interfere with the quiet enjoyment of any Owner, guest, tenant or other occupant of any Unit, or may damage any Common Area (including any Limited Common Area) or any other Unit.</p> <p>8.26 – Animals – restrictions regarding pets/animals has been significantly revised to address (A) the number of animals per Unit, (B) animals in Common Area, (C) animal enclosures, (D) removal of animals from the Project, and (E) indemnification of Association for any loss or injury caused by animals.</p> <p>➤ <u>The following use restrictions have been NOT been revised:</u></p> <p>8.13 – Diseases and Insects</p> <p>8.16 – Fair Housing</p> <p>8.31 – Compliance with Declaration</p> <p>➤ <u>Section 8.33</u> of the new CC&Rs (Rules and Fines) states that prior to adopting, approving, amending, updating and/or clarifying any Rules and Regulations, the Board must first give the Owners 15 days advance notice of such proposed Board action and allowing Owners an opportunity to be heard at a Board meeting before the Board takes any action regarding any proposed Rule or Regulation.</p>

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<p style="text-align: center;">Article III <u>Section 7</u> (Use Restrictions)</p>	<p style="text-align: center;">Article 8 – Project Use Restrictions</p>	<p>▲ <u>Section 8.33</u> of the new CC&Rs (Rules and Fines) – the language regarding fines is copied directly from <u>Section 57-8-37</u> of the Condominium Act. This language would apply even if it were not included in the CC&Rs.</p> <p>NOTE: The only language regarding fines that is <u>not</u> in <u>Section 57-8-37</u> of the Condominium Act is <u>Subsection 8.32.1(d)</u> of the new CC&Rs – continuing fines apply to Owners with multiple Units in which continuing violations or similar violations are committed by different individuals.</p>
<p style="text-align: center;">Article III <u>Section 23</u> (Payment of Expenses)</p>	<p style="text-align: center;"><u>Article 9</u> – Budget and Expenses</p>	<ul style="list-style-type: none"> ◆ Article 9 has been added because the current CC&Rs do not adequately describe the process for determining the Annual Budget and presenting the Annual Budget to the Owners. ◆ The current CC&Rs do not address the Reserve Fund Line Item of the Annual Budget as required under <u>Section 57-8-7.5</u> of the Condominium Act. ◆ The current CC&Rs fail to describe how a Reserve Analysis is to be periodically conducted per <u>Section 57-8-7.5</u> of the Condominium Act. ◆ The current CC&Rs do not describe the Operating Fund. ◆ The current CC&Rs fail to describe the purpose of the Reserve Fund and the manner in which it may be funded. <p>With regard to the Annual Budget, please note that the current CC&Rs do not require Owner approval of the Annual Budget. Association’s legal counsel has been informed that this is consistent with the manner in which Annual Budgets have been handled over the past several years – the Board approves the Annual Budget, which is then presented to the Owners, but the Owners <u>do not</u> vote to approve the Annual Budget.</p> <p>NOTE that <u>Section 9.1.1</u> of the new CC&Rs states the Annual Budget and Annual Assessments are effective as of the date of the annual Owners’ meeting <u>unless</u> the Annual Budget is <u>disapproved</u> by a Majority of the Owners (<u>all</u> Owners, not just those attending the annual Owners meeting). This approach to the Annual Budget is from the Community Association Act <u>not</u> the Condominium Act, but there’s nothing in the Condominium Act that prohibits this approach.</p> <p>▲ Per <u>Subsection 57-8-7.5(7)</u> of the Condominium Act, as set forth under <u>Section 9.2.2</u> of the new CC&Rs, the Reserve Fund Line Item of the Annual Budget may be disapproved by a Majority of the Owners no later than 45 days after the Annual Budget has been adopted.</p> <p>▲ Per <u>Subsection 57-8-7.5(2)</u> of the Condominium Act, as set forth under <u>Section 9.4.1</u> of the new CC&Rs, the a reserve analysis must be conducted no less frequently than once every six years, and subsequently review and/or updated no less frequently than once every three years.</p>

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Article III <u>Section 23</u> (Payment of Expenses)	Article 9 – Budget and Expenses	<p>▲ <u>Section 9.5.3</u> of the new CC&Rs describes the manner in the Reserve Fund may be used as set forth under <i>Subsection 57-8-7.5(9)</i> of the Condominium Act.</p> <p>▲ <u>Section 9.5.4</u> of the new CC&Rs requires delivery of the Reserve Fund analysis to the Owners as required under <i>Subsection 57-8-7.5(5)</i> of the Condominium Act.</p> <p>➤ All language regarding the Declarant’s involvement with the Annual Budget has been removed.</p>
Article III <u>Section 23</u> (Payment of Expenses)	Article 10 – Assessments	<p>◆ The current CC&Rs only vaguely address the Owners’ obligation to pay Assessments.</p> <p>➤ Sections 10.1 through 10.4 of the new CC&Rs provide new and detailed language regarding Annual Assessments, Special Assessments and Reimbursement Assessments.</p> <p>➤ Please pay particular attention to the provisions regarding Special Assessments and Reimbursement Assessments, since the new CC&Rs do not address these items.</p> <p>➤ Reimbursement Assessments are often included in condominium project CC&Rs in order to address expenses that are incurred by the Association due to the actions or inactions of one Owner (or a small number of Owners).</p>
Article III <u>Section 24</u> (Remedies for Nonpayment)	Article 10 – Assessments <u>Section 10.5</u> (Collection of Assessments / Failure to Pay) <u>Section 10.6</u> (Lien / Foreclosure)	<p>◆ The current CC&Rs fail to adequately address delinquent Assessments, liens for failure to pay Assessments, or the Association’s right to foreclosure on such liens.</p> <p>➤ Sections 10.5 thru 10.7 provide new and detailed language regarding delinquent Assessments.</p> <p>➤ Most of the language under <u>Sections 10.5</u> and <u>Section 10.6</u> of the new CC&Rs (regarding liens and foreclosures) is from Sections 21, 45, 46, 47, 48, 49, 50 and 51 of the Condominium Act. Much of this new language regarding liens and foreclosures would apply even if it were not included in the CC&Rs.</p> <p>▲ Per <i>Section 57-8-53</i> of the Condominium Act, <u>Section 10.7</u> of the new CC&Rs allows the Association to collect lease payments directly from the tenant of any Owner who is more than 60 days delinquent on the payment of Assessments. This language would apply even if it were not included in the CC&Rs.</p> <p>➤ The language requiring that each new Unit Owner pay a transfer fee of \$100 has been removed. The Board will discuss whether to add that language back into the new CC&Rs.</p>
None	Article 11 – Compliance and Enforcement	<p>◆ Article 11 has been added to specify the manner in which the Board may enforce compliance with the Governing Documents. Article 11 also addresses the Owners’ right to bring action against the Association.</p>

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Article III <u>Sections 25 thru 29</u>	Article 12 – Insurance	◆ Article 12 updates the insurance provisions of the current CC&Rs, which are significantly outdated.
Article III <u>Section 11</u> (Encroachments)	Article 13 – Easements	▶ <u>Article 13</u> contains new but standard language regarding various easements typically found in the CC&Rs for condominium projects.
Article III <u>Sections 30 thru 34</u>	Article 14 – Destruction, Condemnation and Obsolescence	▶ No changes – Article 14 of the new CC&Rs is identical to Sections 30 through 34 of the current CC&Rs except for changes to capitalized terms in order to match defined terms/phrases under <u>Article 1</u> of the new CC&Rs.
Article III <u>Section 35</u> (Consent in Lieu of Vote)	Article 15 – Consent in Lieu of Vote	▶ <u>Article 15</u> is consistent with Section 707 of the Nonprofit Corporation Act.
None	Article 16 – Limitation of Liability	▶ <u>Article 16</u> of the new CC&Rs contains new but fairly standard language that limits the liability of Board members, committee members, or Association officers.
Article III <u>Section 41</u> (Mortgagee Protection)	Article 17 – Mortgagee Protection	▶ No changes – Article 17 of the new CC&Rs is identical to Section 41 of the current CC&Rs except for changes to various capitalized terms to match defined terms/phrases under <u>Article 1</u> of the new CC&Rs. ▶ <u>Section 17.13</u> of the new CC&Rs was added in order to address the last sentence of the final paragraph of <u>Section 41</u> of the current CC&Rs.
Article III <u>Sections 36 thru 40</u>	Article 18 – Expansion / Contraction	◆ Sections 36 through 40 of the current CC&Rs have been deleted. They no longer apply because the Project has been completed and, as stated under <u>Article 2</u> , the Declarant no longer has any authority over the Project. As such, the Project cannot and will not be expanded beyond its current size. Likewise, there is no longer any “Additional Land” (as defined under the current CC&Rs) to add to the Project.
Article III <u>Section 42</u> (Amendment)	Article 19 – Amendment to Declaration	▶ <u>Article 19</u> revises the process for amending the CC&Rs by eliminating any references to the Declarant and specifying the process for executing and recording the CC&Rs.
Article III <u>Sections 43 and 44</u> (Declarant Rights)	None	◆ Section 43 and Section 44 of the current CC&Rs have been deleted. They no longer apply because the Declarant no longer has any authority over the Project.

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CURRENT MOOSE HOLLOW CC&Rs	PROPOSED NEW MOOSE HOLLOW CC&Rs	COMMENTS
None	Article 20 – Miscellaneous	<p>➤ Article 20 adds the following NEW provisions:</p> <p>20.1 – Service of Process</p> <p>20.2 – Delivery of Notices to the Association</p> <p>20.3 – Delivery of Notices to the Owners</p> <p>20.4 – Delivery of Notices to Mortgagees</p> <p>20.6 – Security Disclaimer</p> <p>20.6 – Owner Joint and Several Responsibility</p> <p>20.8 – Mechanics Liens</p> <p>20.10 – Effective Date</p> <p>20.11 – Liberal Construction</p> <p>20.12 – Consistent with Acts</p> <p>20.14 – Unit and Building Boundary</p> <p>20.15 – “Person,” etc.</p> <p>20.16 – Captions and Exhibits</p>
<p style="text-align: center;">Article III <u>Section 6</u> (Conveyancing)</p> <p style="text-align: center;">Article III <u>Section 45</u> (Interpretation)</p> <p style="text-align: center;">Article III <u>Section 46</u> (Covenants to Run with Land)</p>	Article 20 – Miscellaneous	<p>➤ The following provisions of Article 20 have been REVISED from the current CC&Rs:</p> <p><u>Section 20.5</u> – Conveyances – slightly revised language from <u>Section 6</u> of the current CC&Rs.</p> <p><u>Section 20.9</u> (Severability), <u>Section 20.11</u> (Liberal Construction) and <u>Section 20.12</u> (Consistent with Acts), <u>Section 20.15</u> (“Person,” etc.) and <u>Section 20.16</u> (Captions and Exhibits) generally incorporate <u>Section 45</u> of the current CC&Rs.</p> <p><u>Section 20.13</u> (Covenant Running with Land) revises <u>Section 46</u> of the current CC&Rs.</p>
Article III <u>Section 47</u> (Agent for Service of Process)	None	<p>➤ The Association’s agent for service of process is disclosed under the Association’s Articles of Incorporation filed with the Utah Division of Corporations. As such there is no reason to include that information under the new CC&Rs.</p>