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RICHARDS, KIMBLE & WINN, P.C.

**BY-LAWS**

**OF**

**ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION, INC.**

**A Corporation not for profit  
Under the laws of the State of Utah**

Identity

These are the By-Laws of ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION, INC., (hereinafter referred to as "Association"), The Association is organized for the purpose of owning, operating and maintaining certain real and personal property located in Washington County, Utah, and any additions thereto, (hereinafter referred to as "Entrada"), which real and personal property are used in common by members of the Association. The Association shall manage Entrada in keeping with the terms and conditions set forth in the "Fifth Amended and Restated Declaration of Covenants, Conditions and Restrictions" of Entrada at Snow Canyon including any subsequent amendments thereto or restatements thereof (hereinafter referred to as the "Declaration"), and shall enforce such covenants, conditions and restrictions.

**ARTICLE 1**

1.1 The Office of the Association shall be:

619 South Bluff Street, Suite 201  
St. George, UT 84770

or at such other location as may be approved by the Board of Trustees.

1.2 The Fiscal year of the Association shall be January 1 through December 31.

1.3 Definitions of terms used herein shall be the same as are contained in the Declaration.

**ARTICLE 2****Members' Meetings**

**2.1 The Annual Members' Meeting.** The Annual Members' Meeting shall be held at such location as shall be designated in the Notice of Meeting for the purpose of electing Trustees and for the transaction of such other business as may come before the meeting. Election of Trustees shall be governed by the provisions of Article 3 of these Bylaws.

**2.2 Special Meetings of Members.** Special Meetings of Members shall be held whenever called by the President or by a majority of the Board of Trustees, and must be called by such officers upon receipt of a written request from Members representing twenty five percent (25%) of the total existing Units.

**2.3 Notice of the Annual Members' Meeting.** Notice of the Annual Members' Meeting stating the time, and place and the object for which the meeting is called shall be given by the President, Vice President or Secretary. Such notice shall be in writing to each member at his or her address as it appears on the books of the Association and shall be mailed not less than twenty (20) days, nor more than sixty (60) days prior to the meeting. With respect to Special Meetings, the President or Vice President shall provide such notice as is reasonable given the circumstances that create the necessity for the meeting.

**2.4 Quorum.** A quorum at the Members' meetings shall consist of persons entitled to cast one-eighth (1/8<sup>th</sup>) of the votes of the Members except as otherwise provided for in the Articles, the Declaration or these By-Laws. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number is required by the Articles of Incorporation or these By-Laws.

**2.5 Proxies.** Votes may be cast by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. Proxies for the annual Members' Meeting must be filed with the Secretary at least three (3) days before the appointed time of the meeting or any adjournment of the meeting. A proxy form that is altered in any manner that is not authorized by the Secretary shall be void.

**2.6 Voting at Members' Meetings.** In any situation where a Member is entitled personally to exercise the vote for his or her Unit and more than one Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such communication, the Unit's vote shall be suspended if more than one Person seeks to exercise it. A Member who is delinquent on the payment of assessments for a period of 60 days or more (two monthly payments) is ineligible to vote and no other person or entity may vote for that Member's unit or units, in person or by proxy.

Notwithstanding the foregoing no Owner or Developer of a parcel of vacant, unsubdivided land held for development shall be considered an "Owner" or "Member"

for voting purposes unless and until a final plat has been recorded with respect to such parcel, and any improvements necessary to market such Lots or Units, as the case may be, have been completed and accepted by the Association, and any other conditions or requirements of Section 10.1 of the Declaration have been satisfied. With regard to platted Lots or Units owned by a Developer which have not been sold or transferred by the Developer to a third party purchaser, the Developer's vote on a per Lot or Unit basis on any matter that is not Neighborhood or sub association specific shall be adjusted to the fractional vote equal to one times the percent of the Base Assessment being levied pursuant to section 10.1 (iii) (B) of the Declaration. The election of a Trustee at the Annual Members meeting for a designated Voting Group type is a Neighborhood specific event. The election of a Trustee or Trustees at large is not a Voting Group specific event.

**2.7 Adjourned Meetings.** If any meeting of the members cannot be convened because a quorum has not attended, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present and no further notice is required except as is given at the failed meeting.

**2.8 Section 2.3.2 Omitted.** Section 2.3.2 of the Bylaws referenced in the Declaration is intentionally omitted.

### ARTICLE 3

#### Trustees

**3.1 Composition of Board of Trustees.** The affairs of the Association shall be governed by a Board of Trustees consisting of 9 Trustees, although the Board may conduct business if there are fewer than 9 Trustees due to a resignation or vacancies on the Board for any other reason. During the Class B control period, the Declarant shall appoint five (5) Trustees and four (4) Trustees shall be elected at large by the Members. Following the Class B control period, or at such time as the Trustees implement the provisions of Section 4.2 of the Declaration, four of the Trustees shall be elected by Voting Groups and five of the Trustees shall be elected at large. The Trustees may decide to begin the election of Trustees by Voting Groups during the Class B control period, in which case the Declarant shall continue to appoint the five (5) Trustees who are not elected by Voting Groups.

**3.2 Election of Trustees.** Except as provided in Section 3.1 above, the election of Trustees shall be conducted by the voting Members as follows.

**3.2.1** The election of Trustees shall be held at the Annual Members' Meeting. However, Members who are not entitled to vote under these By Laws, the Declaration or Articles may not run for the Board of Trustees until such time as their voting privileges are restored.

**3.2.2.** A nominating committee shall be appointed by the Board of Trustees not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one Member for each Trustee position that shall become vacant due to the

expiration of a Trustee's term and one Member for any new Trustee position that is created by the Board of Trustees. Any Member who is not nominated by the nominating committee may nominate him or herself or any other Member's name may be placed in nomination by any Member entitled to vote, provided that any such nomination shall be delivered in writing to the Secretary not later than 72 hours prior to the date and time scheduled for the annual members' meeting or any special meeting called for the election of a Trustee or Trustees to fill vacant position(s). Nominations may not be made from the floor.

3.2.3 A Trustee candidate may only seek or obtain one Trustee position in a given election. Candidates for Trustee election shall seek and obtain election either by a single Voting Group or on an "at large" basis, but not both, and no Voting Group elected Trustee candidate shall seek or obtain election by more than one single Voting Group. Trustees elected to a Voting Group seat must own property within the respective Voting Group.

3.2.4 The election shall be by secret written ballot and by plurality of the votes cast. With respect to Trustees elected at large, each person being entitled to cast his or her vote may vote for as many nominees as there are vacancies to be filled. With respect to a nominee representing a Voting Group, only the Members of that Voting Group will vote for that nominee. The Members receiving the largest number of votes shall be elected. There is no cumulative voting.

3.2.5 Any elected Trustee may be removed by concurrence of two-thirds (2/3) of the votes of the voting Members at a special meeting of the voting Members called for that purpose. The vacancy on the Board of Trustees so created may be filled by the Members of the Association at the same meeting. Upon the removal of a Trustee elected by the Members of a Voting Group, the vacancy so created shall be filled by the election of a Member of the Voting Group by the other Members of the Voting Group, however the removal of a Trustee shall require the concurrence of two-thirds of the votes of all Members entitled to vote for the election of a Trustee at large.

3.2.6 Except as to vacancies created by the removal of Trustees by Members, vacancies in the Board of Trustees occurring at or between annual meetings of Members shall be filled by the remaining Trustees with such appointed Trustees to serve out the unexpired term of the vacant Board of Trustees seat so rendered vacant.

**3.3 Term of Office.** The term of each Trustee's service shall be the two years following his or her election and subsequently until his successor is duly elected and qualified or until he is removed in the manner provided in paragraph 3.2.5 above. The terms of the Trustees may be staggered by the Board of Trustees to prevent a turnover of more than five (5) Trustees in any year.

**3.4 Regular Meetings.** Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees. Notice of regular meetings shall be given to each Trustee by the Secretary in a reasonable manner at least five days prior to the day designated for such meeting.

3.5 Special Meetings. Special meetings of the Trustees may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Trustees. Reasonable notice shall be provided to each Trustee.

3.6 Conference Calls. To the extent consistent with applicable law, any or all of the Trustees may participate in duly called meetings of the Board of Trustees by means of conference telephone call or by any other means of communication by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at a meeting.

3.7 Waiver of Notice. Any Trustee may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum. A quorum at Trustees' meetings shall consist of a majority of the entire Board of Trustees. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Trustees, except when approval by a greater number of Trustees is required by the Articles of Incorporation, by these By-Laws or by the Declaration.

3.9 Adjourned Meetings. If at any meeting of the Board of Trustees there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a Trustee in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Trustee for the purpose of determining a quorum.

3.11 Presiding Officer. The presiding officer shall be the President of the Association. In the absence of the presiding officer, the Vice President shall preside.

3.12 Order of Business. The order of business of the Trustees meetings shall be:

1. Homeowners' forum
2. Reading and disposal of any unapproved minutes.
3. Reports of Officers and Committees.
4. Unfinished Business.
5. New Business.
6. Executive session, if necessary.
7. Adjournment.

3.13 Trustees' fees. The Trustees shall be paid such fees for services rendered if any, as may be determined by the Members and shall further be reimbursed for all actual expenses incurred in discharge of their obligations as Trustees.

**ARTICLE 4**

**Powers and Duties of the Board of Trustees**

**4.1 Exercise of Powers.** All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Trustees, its agents, contractors, employees or designees, and subject only to approval by the members where such approval is specifically required. The Board may delegate any of its powers to other persons or a managing agent as it deems fit from time to time.

**4.2 Powers.** The Board shall have the power to:

**4.2.1** Adopt and publish rules, regulations and community standards 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;

**4.2.2** Suspend a member's right to use recreational facilities during any period in which such member shall be in default in the payment of an assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for as long as the default or violation remains unless otherwise permitted by the Board of Trustees;

**4.2.3** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration, including, without limitation those powers delegated to the Design Review Committee and referred to in Article 8 of these By Laws.

**4.2.4** Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Trustees, provided, however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence at said meeting.

**4.2.5** Employ a Manager, an independent contractor, or such employees and contractors as they deem necessary and prescribe their duties;

**4.2.6** Appoint and disband such committees as the Board deems appropriate;

**4.2.7** Levy assessments, late fees, interest and penalties for violations of the provisions of the Declaration, Bylaws, Community Standards, or any other reasonable

rule or regulation adopted by the Board, and/or take such other actions as are reasonably necessary to protect the ownership interests of Members, including litigation.

4.2.8 Exercise such other powers as given by Utah Statutes and not in conflict therewith.

4.3 Duties. It shall be the general duty of the Board to maintain the common area, and to enforce the 5<sup>th</sup> Amended and Restated Covenants, Conditions and Restrictions and any amendments thereto or restatement thereof for the benefit of Members. The Board shall:

4.3.1 Cause to be kept a complete record of all its acts and corporate affairs;

4.3.2 Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed;

4.3.3 As more fully provided in the Declaration to:

4.3.3.1 Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

4.3.3.2 Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

4.3.3.3 Foreclose the lien against any unit for which assessments are not paid after they become due and collection procedures are followed and/or bring an action at law against the owner personally obligated to pay the same, or take such other reasonable actions as may be required to protect the interests of the Members of the Association;

4.3.4 Issue, or cause an appropriate office 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;

4.3.5 Procure and maintain adequate liability and hazard insurance on property owned by the Association;

4.3.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

4.4 Notice, Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting, providing notice to homeowners or Trustees, or providing records, may be conducted by electronic means as set forth in the Declaration and by the Board from time to time.

## ARTICLE 5

### Officers

**5.1 Officers.** The officers of the Association shall be a President, who shall be a Trustee, a Vice President, who shall be a Trustee, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Trustees, and who may be peremptorily removed by vote of the Trustees at any meeting. In the event of such a removal, the vacancy shall be filled by vote of the Board. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Trustees, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

**5.2 The President.** The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as the President, in the exercise of the President's discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

**5.3 The Vice President.** The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

**5.4 The Secretary.** The Secretary shall keep the minutes of all proceedings of the Trustees and the members. The Secretary shall attend to the giving and serving of all notices to the members and Trustees and other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Trustees or the President.

**5.5 The Treasurer.** The Treasurer shall have the custody of all property of the Association, including funds, securities, and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of Treasurer.

**5.6 Compensation.** The compensation of all employees of the Association shall be fixed by the Trustees. The provision that directors' fees, if any, shall be determined by members shall not preclude the Board of Trustees from employing a Trustee as an employee of the Association.



5.7 Delegation. Any power or duty of an officer may be delegated by the Board to other persons or to a managing agent as it deems fit from time to time.

5.8 Certification of Amendments. Any two officers together are authorized to prepare, execute, certify and record amendments to the Declaration or Bylaws on behalf of the Association, subject to all applicable amendment requirements contained therein and herein.

## ARTICLE 6

### Fiscal Management

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be created and charged to accounts as shall be appropriate, all of which expenditures shall be common expenses:

6.2 Annual Budget. The Board of Trustees shall adopt a budget for each fiscal year that shall include the estimated funds required to fund the anticipated expenditures, together with appropriate contingencies and reserves, and to provide and maintain funds for the accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each Member at least thirty (30) days prior to the beginning of the fiscal year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the fiscal year annually in advance on or before November 30 preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal installments on the first days of February, May, August and November of the fiscal year for which the assessments are made, unless the Board, in its sole discretion, elects to require annual, semi-annual, or monthly installments. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarter-annual installments on such assessment shall be due on each installment payment date until changed by an amended assessment. Each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the assessment is made. All assessments, together with interest at a rate specified by the Board, not to exceed the highest rate allowed by Utah law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall

also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. No Member may waive or otherwise escape liability for assessments provided for herein by non-use or partial use of the common property or the limited common property or claim or offset against the Association or abandonment of his Unit.

**6.4 Acceleration of Assessment Installments upon Default.** If a Unit owner shall be in default in the payment of an installment upon an assessment, the Board of Trustees may accelerate the remaining installments of the assessment upon notice to the Unit owner, and the unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

**6.5 Assessments for Emergencies.** Assessments for emergencies that cannot be paid from the annual assessments for common expenses may be made without notice of the need for such expenditures being given. The assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Trustees of the Association may require in the notice of assessment.

**6.6 Depository for Funds.** The depository of the Association shall be such financial institutions as shall be designated from time to time by the Trustees and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board.

#### **ARTICLE 7**

##### **Amendments**

These By-Laws may be amended in the following manner:

**7.1 Notice of Proposed Amendment.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

**7.2 Resolution Adopting Amendment.** The resolution adopting a proposed amendment may be proposed by either the Board of Trustees of the Association or by any of the Members of the Association. Trustees and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided

such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, an amendment, to be adopted, must be approved by:

7.2.1 During the Class B Control Period, fifty percent (50%) or more of the entire membership of the Board of Trustees.

7.2.2 After the Class B Control Period, for any amendment affecting only lot boundaries or members' voting rights, (i) seventy-five percent (75%) or more of the entire membership of the Board of Trustees or (ii) not less than seventy five percent (75%) of the votes of the voting interests of the entire Association. Any other amendment must be approved by not less than sixty seven percent (67%) of the voting interests of the entire Association.

7.3 Limitation on Amendments. No amendment shall discriminate against any Unit owner or against any Unit or Neighborhood or other class or group of Units unless the Unit owners so affected shall consent by the percentage vote as required by the Association for the amendment. No amendment shall be adopted in conflict with the Declaration, the Articles of Incorporation or the laws of the state of Utah.

7.3.1 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

7.3.2 During the Class B Control Period no amendment may (i) interfere with the Declarant's efforts to sell Units; (ii) assess the Declarant for capital improvements without its prior written consent; (iii) deny or limit the Declarant's right to vote as a member; and (iv) revoke Declarant's right to be excused from payment of regular assessments, so long as Declarant is performing its obligation with regard to operating deficits of the Association, and/or providing services as elsewhere set forth in the Declaration.

7.4 Execution. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed.

## ARTICLE 8

### Design Review Committee

**8.1 Establishment of Committee.** The Board of Trustees is authorized to establish an Entrada Design Review Committee (hereinafter called "Design Review Committee") and to delegate to said Design Review Committee the following powers:

**8.1.1** To adopt, administer and enforce uniform architectural and landscaping standards which conform to the architectural, landscaping and other restrictions, if any, in the Declaration of Covenants, Conditions and Restrictions and Property Development Guidelines appurtenant to the property within Entrada; said standards to be adopted with the goal of maintaining the beauty of the natural environment of the area and overall plan of development for Entrada; and

**8.1.2** To adopt, administer and appoint review committees with the goal of fairly and impartially enforcing architectural and landscaping standards; and

**8.1.3** To make special exceptions to any standards adopted by the Review Committee or any review committees, upon prior application to the Review Committee and the Board. The means and manner of such application shall be adopted by the Review Committee and the Board.

**8.2 Number, Selection and Term of Committee.** Said Design Review Control Committee shall consist of no fewer than three (3) and no more than seven (7) members, appointed by the Board of Trustees. The Board of Trustees may also appoint alternate members to the Design Review Committee. Alternate members may attend Design Review Committee meetings and may vote in the absence of a regular member or members of the Design Review Committee. Members of the Review Committee shall serve at the pleasure of the Board of Trustees and may be removed without cause. Members of the Review Committee shall serve for a term of three (3) years. In the event of a vacancy in the Review Committee, the Board of Trustees shall, at its next meeting, select a replacement member to serve on the Review Committee. Members of the Board shall be eligible to serve on the Review Committee. The Board of Trustees may, in its discretion, appoint a professional architect, engineer, or land planner, who may or may not be a member of the Association, to serve on said Review Committee and may provide that said architect, engineer, or land planner be fairly compensated for serving on the Review Committee. The Board of Trustees may approve and distribute funds to meet the reasonable expenses of said Review Committee. The Review Committee shall be responsible to the Board of Trustees, which shall have a veto power over any decision made by the Review Committee. The veto power may be exercised by a majority of the Trustees at any Board of Trustees meeting, after application made by an aggrieved member or by any member of the Review Committee.

**8.3 Review Committee Rules and Regulations.** The Review Committee and the Board shall promulgate from time to time such procedural rules and regulations as it deems necessary and proper, which shall include, but not necessarily be limited to, the following:

8.3.1 Guidelines and procedures to be followed by any applicant seeking its approval, including guidelines and procedures for custom homes and patio homes, which may be different from each other.

8.3.2 Guidelines and procedures to be followed by an applicant seeking a special exception.

8.3.3 An adequate application form to be prepared and submitted by any applicant seeking its approval as a special exception.

8.3.4 A schedule of reasonable fees applicable for the processing of applications.

8.3.5 A procedure for calling a meeting of the Board of Trustees or Committee (which may include regularly scheduled meetings).

8.3.6 Such other procedural rules, regulations, and requirements as the Review Committee and the Board may deem necessary and proper, which are not in conflict with the Articles of Incorporation, By-Laws, and Declaration of Covenants, Conditions and Restrictions.

8.4 Limitation of Liability. The review and approval of any applications by the Review Committee may be based purely on aesthetic considerations. The Review Committee is not responsible for the structural integrity or soundness of approved construction or modifications; for compliance with Building Codes and other governmental requirements; or for ensuring that all dwellings are of comparable quality, value, size or design or are aesthetically pleasing or otherwise acceptable to other owners.

## ARTICLE 9

### Compliance and Default

9.1 Violation. In the event of a violation (other than the non-payment of assessments) by the Unit owner of any of the provisions of these By-Laws, or the Articles of Incorporation, or any restrictive covenants recorded by plat or otherwise, the Association, by direction of its Board of Trustees, may notify the Unit owner by written notice of said breach, transmitted by mail or any other reasonable method of communication under the circumstances. If such violation shall continue for a period of ten (10) days from the date of the notice, the Association, through its Board of Trustees, shall have the right to treat such violation as the intentional inexcusable and material breach of the By-Laws, Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions, or Architectural Guidelines and the Association may then, at its option, have the following elections:

9.1.1 An action at law to recover damages on behalf of the Association or on behalf of the other Unit owners;

9.1.2 An action in equity to enforce performance on the part of the Unit owner;

9.1.3 An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

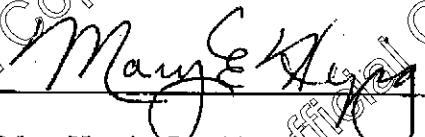
9.2 Private Enforcement Actions. Failure on the part of the Association to maintain such action at law or in equity within ninety (90) days from date of a written request signed by a Unit owner sent to the Board of Trustees, shall authorize any Unit owner to bring an action in equity or a suit at law on account of the violation, except that Unit owners are not authorized to foreclose liens placed against a unit or units by the Board of Trustees on behalf of the Association.

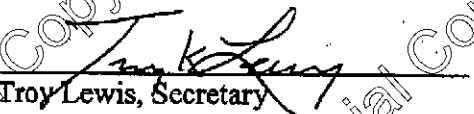
9.3 Health Hazards. Any violations which are deemed by the Board of Trustees to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specific item.  
1.1

9.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit owner, the Association shall be entitled to recover the costs of the proceeding and its reasonable attorneys' fees, whether or not legal proceedings have been initiated.

9.5 No Waiver of Rights. The failure of the Association or of a Unit owner to enforce any right, covenant or condition which may be granted by the plat or any other restrictive covenant shall not constitute a waiver of the right of the Association or Unit owner to enforce such right, provision, covenant, or condition in the future.

The foregoing were adopted as the By-Laws of ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Utah, a meeting of the Association by the required vote on the 20<sup>th</sup> day of September, 2011.

  
Mary Herzig, President

ATTEST:  
  
Troy Lewis, Secretary

IN WITNESS WHEREOF, the foregoing By-Laws were adopted as the By-Laws of ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Utah, at a meeting of the Association by the required vote on the 20<sup>th</sup> day of September, 2011.

**ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION, INC**

By: Mary Iterzig, its: President

By: Troy Lewis, its: Secretary

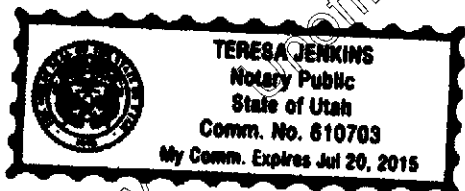
CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )

ss.

COUNTY OF WASHINGTON )

On the 30 day of November, 2011, personally appeared before me Mary Iterzig and Troy Lewis, of Entrada at Snow Canyon Property Owners Association, Inc., who being by me duly sworn did say that they executed the foregoing By-Laws on behalf of said corporation and being authorized and empowered to do so by a vote of the members and they did duly acknowledge to me that such corporation executed the same for the uses and purposes stated therein.



Teresa Jenkins  
Notary Public



**EXHIBIT A**

AZHE	1	Anasazi Hills at Entrada 1 (SG)	SG-6-2-3-300011
AZHE	2	Anasazi Hills at Entrada 2 (SG)	SG-6-2-342
AZHE	3	Anasazi Hills at Entrada 3 (SG)	SG-6-2-3-3411
KCAE	1	Kachina Cliffs Entrada at Snow Canyon 1 (SG)	SG-6-2-3-343
KCAE	2	Kachina Cliffs Entrada at Snow Canyon 2 (SG)	SG-6-2-3-332
ESC	1	Entrada at Snow Canyon Chaco Bench 1 (SG)	SG-6-2-4-222
ESC	2	Entrada at Snow Canyon Chaco Bench 2 (SG)	SG-6-2-10-340610
ESC	3	Entrada at Snow Canyon Chaco Bench 3 (SG)	SG-6-2-9-12101
ESCW	1	Entrada at Snow Canyon Chaco West 1 (SG)	SG-6-2-4-226
ARE	1	Anasazi Ridge at Entrada at Snow Canyon 1 AMD (SG)	SG-6-2-10-3001
ARE	2	Anasazi Ridge at Entrada at Snow Canyon 2 (SG)	SG-6-2-3-3301
ARE	3	Anasazi Ridge at Entrada at Snow Canyon 3 (SG)	SG-6-2-10-1401
KSAE		Kachina Springs at Entrada (SG)	SG-6-2-10-111
KSE	2	Kachina Springs East 2 AMD & EXT (SG)	SG-6-2-10-3101
KSE	3	Kachina Springs East 3 (SG)	SG-6-2-10-190
KSEE		Kachina Springs East at Entrada (SG)	SG-6-2-10-1402
KSSE		Kachina Springs South at Entrada (SG)	SG-6-2-10-438
TWAE		Toroweap at Entrada (SG)	SG-6-2-10-312
SHN		Shinava Ridge (SG)	SG-6-2-10-2428
PSE		Paiute Springs at Entrada (SG)	SG-6-2-10-4122
IENT		Inn of Entrada (SG)	SG-6-2-10-131
			SG-6-2-3-332
			SG-6-2-3-345
			SG-6-2-10-311
			SG-6-2-3-435
			SG-6-2-3-346
			SG-6-2-10-101
			SG-6-2-3-3211

