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By CHADAZ BRIAN

ENTRADA AT SNOW CANYON

FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDED AND RESTATED DECLARATION (the "Declaration") is made on the date hereinafter set forth by THE ENTRADA COMPANY, a Utah corporation, its successors and assigns (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the declarant rights in certain real property to be developed in the future known as ENTRADA AT SNOW CANYON (hereinafter collectively "ENTRADA") as more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Declarant has established a land use plan for ENTRADA and desires to provide for the preservation of the values and amenities established at ENTRADA and to this end does hereby subject the real property described in Exhibit "A" to the land use covenants, restrictions, easements, reservations, regulations, burdens, and liens hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable for the maintenance and preservation of the values and amenities created to establish the ENTRADA PROPERTY OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (hereinafter referred to as the "Association"), and to delegate and assign certain powers and duties of ownership, administration, maintenance, repair and control of access to certain property within ENTRADA, and the enforcement of the covenants, conditions, restrictions, and easements contained herein, and the collection and disbursement of the assessments and charges hereinafter provided to the Association; and

WHEREAS, Declarant has heretofore caused to be recorded the Declaration of Covenants, Conditions and Restrictions recorded February 6, 1996, as Entry No. 522642, in Book 972, at Pages 165-191, and Amendment thereto recorded July 10, 1996, as Entry No. 537850, in Book 1017, at Pages 439-467, and Third Amendment to Amended Declaration recorded June 27, 1997, as Entry No. 569928, in Book 1112, at Pages 77-79, and First Amendment to Amended Declaration recorded January 16, 1998, as Entry No. 588555, in Book 1168, at Pages 665-668, and Fourth Amendment to Amended Declaration recorded September 16, 1999, as Entry No. 661646, in Book 1346, at Pages 1224-1226, and Annexing Amendment thereto recorded March 8, 2000, as Entry No. 678303, in Book 1362, at Pages 432-434, and Second Amended and Restated Declaration recorded June 12, 2000, as Entry No. 687892, in Book 1371, at Pages 1039-1070, and Annexing Amendment to Amend Declarations, recorded June 13, 2003, as Entry No. 824520, in Book 1554, at Pages 1339-1401, and Amendment to Second Amended and Restated Declaration recorded October 23, 2003, as Entry No. 847180, in Book 1591, at Pages 317-320, and Amendment to Second Amended and Restated Declaration recorded February 24, 2006, as Document No. 20060004998, Corrective Third Amended and

Restated Declaration recorded September 12, 2006 as Document 20060041971, in the Official Records of the Washington County, Utah Recorders Office, which prior instruments are hereby affirmed, restated and further adopted; and

WHEREAS, the Declarant now desires to amend and restate all of such prior instruments in their entirety as set forth in this Fourth Amended and Restated Declaration (the "Declaration") pursuant to the authority reserved by Declarant in said prior instruments;

NOW, THEREFORE, Declarant hereby declares that ENTRADA, to the extent now subject to and encumbered by this Declaration or any predecessor instrument, shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

1. DEFINITIONS

As used herein, the following terms have the indicated meanings:

1.1 "Annexing Amendment" shall mean an amendment to this Declaration which subjects additional real property to this Declaration. Such Annexing Amendment may, but is not required to, impose, expressly or by reference, additional or fewer restrictions and obligations on the property encumbered by that Annexing Amendment, in addition to the provisions of this Declaration.

1.2 "Association" shall mean the ENTRADA PROPERTY OWNERS ASSOCIATION, INC., a Utah nonprofit corporation.

1.3 "Board of Trustees" or "Board" shall mean the Board of Trustees as the governing body of the Association.

1.4 "Catastrophic" expenses shall mean costs resulting from flood, bridge failures, or unbudgeted costs that result from a reasonably unforeseeable, uninsurable, or unreserveable event. Costs greater than $10,000.00 shall be treated as a Common Expense, as defined in Section 1.9, and shall be paid for by all Owners in ENTRADA. Costs less than $10,000.00 shall be paid through assessment on Units within the Neighborhood(s) where such Catastrophic expense was incurred, or as otherwise determined by the Board of Trustees.

1.5 Class "A" Members shall mean all Owners with the exception of the Class "B" Member.

1.6 "Class "B" Member" shall mean THE ENTRADA COMPANY during the Class "B" Control Period as defined in Section 1.7.

1.7 "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member shall be entitled to appoint a majority of the members of the Board of Trustees, as provided in the By-Laws. The Class "B" Control Period shall terminate as provided in Section 3.2.2 hereof.

1.8 "Common Area" shall mean all of the land owned or otherwise held by the Association and all improvements and common elements constructed thereon, including common utilities installations. The term Common Area shall include all Exclusive Common Area, as defined in paragraph 1.15 herein, unless otherwise expressly provided.

1.9 "Common Expenses" shall mean those expenses that are incurred by more than one unit.

1.10 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Trustees or the Entrada Design Review Committee as defined below in Section 13.3.

1.11 "Declarant" shall mean THE ENTRADA COMPANY, a Utah corporation, its successors, assigns and designees.

1.12 "Declaration" shall mean this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Entrada at Snow Canyon.

1.13 "Developer" shall mean Person that owns or acquires undeveloped land for inclusion in ENTRADA and where such Person subdivides such land into Units.

1.14 "Entrada Design Review Committee" shall mean and refer to the committee appointed by the Board of Trustees to review and approval all construction and renovation of living units and appurtenant property within Entrada and to otherwise enforce Entrada Design Review guidelines.

1.15 "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Neighborhoods. All costs associated with operation, maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners of Units in only those Neighborhoods which are benefited thereby as a Neighborhood Assessment, as defined herein. By way of illustration and not limitation, Exclusive Common Areas shall be designated as such in the deed conveying the Common Area to the Association or on the recorded Neighborhood Plat Map establishing the Neighborhood. A portion of the Common Area may be designated or conveyed as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of a majority of the total Association vote, including a majority of the votes within the Neighborhood(s) to which they are assigned.

1.16 "Limited Common Area" shall mean and refer to certain portions of the Common Areas designated on a recorded Plat Map as reserved for the exclusive use by the Owner of a certain Unit or Units to the exclusion of other Owners. Limited Common Areas shall include any driveways, porches, balconies, patios, shutters, awnings, window boxes, doorsteps, spas and hot tubs, water features, air handling condensers and other apparatus appertaining to a Unit specifically, if such are outside of the property or boundary lines of the Unit.

1.17 "Lot" or "Lots" shall mean any parcel or parcels that have been legally subdivided into defined properties available for sale for construction of residences thereon.

1.18 "Neighborhood" shall mean a platted subdivision which shall constitute a separate Neighborhood, subject to division into more than one Neighborhood or to combination with another neighborhood or a part thereof, in the discretion of the Board of Trustees acting in accordance with Section 4.1 of this Declaration.

1.19 "Neighborhood Housing Type" shall mean and refer to Units that may be grouped together by the Board of Trustees and whose owners have common interests beyond those interests that are common to all Association members. As of the date of this Declaration, ENTRADA includes four types of Neighborhood Housing Types as designated by the Board of Trustees of the Association: "patio homes"; "patio homes with water"; the "Inn"; and "custom homes".

1.20 "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any Annexing Amendment, or as otherwise required and implemented by the Board of Trustees, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Units within such Neighborhood against which the specific Neighborhood Assessment is levied and of maintaining the properties within a particular Neighborhood, all as may be specifically authorized from time to time by the Board of Trustees and as more particularly authorized herein.

Any Neighborhood Assessment shall be levied equally against all Units in the Neighborhood benefiting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments for the use and benefit of particular Units shall be levied on a pro rata basis among the benefited Units in accordance with benefits received.

1.21 "Neighborhood Plat Map" shall mean the subdivision plat map, record of survey map, condominium map, or planned development plat map that has been recorded (including any amendments thereto), pursuant to which a Neighborhood, or an addition to an existing Neighborhood, is established.

1.22 "Owner" shall mean and refer to one or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

1.23 "Party Wall" shall mean and refer to any permanent wall that separates or partitions two or more Units and is located on the boundary or dividing line(s) between the Units; provided, however, that the term shall not apply to any walls constructed as part of a condominium regime or development. By way of example, a wall partitioning structures located

on two adjacent Units comprising a twin home, townhouse structure or attached villa development is considered to be a "Party Wall."

1.24 "Person" means a natural person, a corporation, a limited liability company, partnership, a trustee, or other legal entity.

1.25 "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Annexing Amendment, including without limitation any additional real property annexed into ENTRADA from the real property described on Exhibit "B" hereto, as amended from time to time.

1.26 "Property Development Guidelines" shall mean and refer to those guidelines adopted by the Board of Trustees and enforced through the Entrada Design Review Committee for the construction and renovation of structures within Entrada.

1.27 "Unit" shall mean a portion of the Properties intended for development, use, and occupancy as a residence for a single family, and shall, unless specified, include within its meaning (by way of illustration, but not limitation) lots, condominium units, Inn Units planned unit development units, townhouse units, attached villas, cluster homes, patio or zero lot line homes, and detached houses on separately platted lots, all as may be developed, used, and defined as herein provided. The term shall include all portions of the Lot owned including any structure thereon. In the case of a structure which contains multiple apartments or housing units, each separately owned apartment or housing unit shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall not be deemed to contain any Units, until such time as a Neighborhood Plat Map is recorded as to such parcel. Upon such recording of a Neighborhood Plat Map, that instrument will define the number of Units in that Neighborhood, regardless of whether such Units have actually been constructed at such time.

1.28 "Voting Group" shall mean a group of Owners of Units in a Neighborhood or Neighborhoods of a single housing type who are combined for the purpose of the election of a Trustee to the Board of Trustees.

2. PROPERTY RIGHTS

2.1 Owner's Easements. Every Owner shall be a member of the Association and shall have a right and easement of enjoyment in and to the Common Area and shall have a permanent and perpetual right and easement of enjoyment in and to the Property subject to this Declaration, which shall be appurtenant to and shall pass with the title to every Unit within ENTRADA, subject to all of the following:

2.1.1 All provisions of this Declaration, any Neighborhood Plat Map now or hereafter recorded, the Articles of Incorporation and the By-Laws of the Association;

2.1.2 Rules and regulations adopted by the Association governing the use and enjoyment of that portion of the Common Area not intended to be a part of any Unit;

2.1.3 The right of the Association to promulgate rules and regulations concerning ENTRADA;

2.1.4 The right of the Association to levy assessments against each Owner for the maintenance, protection, and preservation of ENTRADA in compliance with this Declaration;

2.1.5 Easements, both recorded and unrecorded, for public and/or private utilities.

2.1.6 It is contemplated that pursuant to Section 11 of this Declaration, additional lands may be annexed to ENTRADA from time to time and that Neighborhood Committees or Neighborhood Associations (hereinafter referred to as "sub-associations") may be created for the purpose of maintaining and administering individual Neighborhoods or providing amenities within ENTRADA. In such event:

(a) Assessments for maintenance, protection and preservation of Common Area, shall be levied by the Board of Trustees.

(b) The responsibility for maintaining any Exclusive Common Area may be delegated by the Board of Trustees, to one or more sub-association(s), and the use and enjoyment of the Exclusive Common Area in each instance shall be limited to members of the applicable Neighborhood(s).

(c) Assessments for maintenance, protection and preservation of Exclusive Common Area in a neighborhood having a sub-association shall be levied, in each instance, by the applicable sub-association, and no Owner shall be assessed with respect to Exclusive Common Area except by the particular sub-association of which the Owner is a member.

2.2 Limited Common Area Rights. Each Owner of a Unit is hereby granted an exclusive license to use and occupy the Limited Common Area, if any, reserved exclusively for the use of such Owner's Unit. The Limited Common Area appurtenant to any given Unit is or shall be indicated on the Neighborhood Plat Map. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Unit with which it is associated. Notwithstanding the exclusive license set forth herein, the Association and the pertinent sub-association, if any, shall have a right of ingress over, across, through or under the Limited Common Areas as may be reasonably necessary to perform any obligations hereunder, or to perform any necessary or desirable repairs, replacements, restoration or maintenance in connection with the Common Areas, any Party Wall, or in connection with utilities.

2.3 Easements for Encroachments. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances on the Common Areas. Encroachments referred to herein are limited to encroachments caused by error in the original construction of the buildings or any improvements constructed or to be constructed within the Neighborhood caused by error in the Plat Map, by settling, rising, or shifting of the earth, or by changes in position caused by

repair or reconstruction of the project, or any part thereof, in accordance with the provisions of this Declaration.

2.4 Delegation of Use. An Owner may delegate his right to use the Common Area to the members of his family, his tenants, or contract purchasers who reside in his Unit subject to rental restrictions as contained in Section 2.5.1 and such other rules and regulations as the Board of Trustees may establish.

2.5 Permitted Uses. Property in ENTRADA shall be restricted to the following uses:

2.5.1 Except as expressly provided herein, all Units shall be used only for residential purposes and no professional, business or commercial use shall be made of the same, or any portion thereof, nor shall any resident's use of a Unit endanger the health or disturb the reasonable enjoyment of any other owner or resident, provided, however, that the Unit restrictions contained in this section shall not be construed in such a manner as to prohibit an Owner or resident from (a) maintaining his personal, professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence there from. Unit sizes as described on any recorded Neighborhood Plat Map of any subdivision in ENTRADA are considered minimum lot sizes, and unless specified in the *Entrada Property Development Guidelines* for that subdivision, no person shall further subdivide any Unit other than as shown on the Neighborhood Plat Map of said subdivision.

Rental of a single family residence by an Owner for a period of 6 months or longer is authorized as long as such rental contract does not violate any zoning or other municipal ordinance. No Owner shall engage in nightly rentals or rental of a period of less than 6 months of a Unit, nor shall any Owner fractionalize or time share a Unit. Notwithstanding the foregoing, the Entrada at Snow Canyon Country Club, and the development known as the Inn at Entrada and all activities and uses appurtenant or related thereto are hereby approved and ratified notwithstanding any non-residential nature of such uses, including specifically the operation of the Inn at Entrada for short term or nightly rentals. The Board shall also have the power to designate and approve future developments within ENTRADA for non-residential and/or commercial development, including without limitation such spa, recreation, fractional ownership, hotel, or other uses that the Board may approve with the "Master Plan" as defined in section 11.5, and with all applicable municipal land use requirements and restrictions.

2.5.2 Except as provided herein the Common Area, now and forever, shall be restricted hereby such that it shall be maintained for the use or benefit of the Owners of ENTRADA, and include common amenities, recreation, open space, easements and rights of way for the construction, operation, and maintenance of utility services, both public and private, and drainage facilities, and also for common access, ingress and egress, and shall not be used for any commercial or industrial use except as herein described or as may be contemplated under the "Master Plan" as defined in section 11.5 below.

2.5.3 Limited Common Areas may be used by the Owners of the Units to which they are appurtenant for location, construction and maintenance of (i) mechanical equipment (such as air conditioning or heating equipment) servicing the Unit, (ii) driveways, (iii) patios, verandas, and porches, (iv) fireplaces and barbecues, (v) hot tubs and spas and (vi) shutters, awnings, window boxes, doorsteps and similar items extruding from a Unit into the Limited Common Area; provided, however, that all such uses shall be subject to Property Development Guidelines for the Neighborhood and the approval of the Design Review Committee, as provided in Sections 13 and 14 below.

3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1. Membership. Every Owner, as defined in Section 1.22 shall be deemed to have a membership in, and be a Member of the Association. No Owner, whether one or more Persons, shall have more than one membership per Unit owned. In the event the Owner of a Unit is more than one Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by an individual Member or such Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

3.2. Classes and Voting Rights. The Association shall have two classes of voting membership:

3.2.1. Class A. Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall , except as otherwise expressly provided herein, be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 3.1 hereof. There shall be only one (1) vote per Unit.

In any situation where a Member is entitled personally to exercise the vote for his 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.

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

3.2.2. Class B. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in this Declaration and the By-Laws. The Class "B" Member shall be entitled, at its sole discretion, to amend this Declaration, the Articles of Incorporation, and the By-Laws, and, in addition, shall be entitled to appoint a majority of the members of the Board of Trustees during the Class "B" Control Period, as specified in Article 3, Section 3.2 of the By-Laws. During the Class "B" Control Period the Board of Trustees shall consist of nine (9) members. The Class "B" membership shall terminate upon the earlier of:

(a) completion of the development and sale of seven hundred ten (710) residential dwelling units, or such other maximum number as shall be approved from time to time by the City of St. George, and expiration of the Declarant's unilateral right to annex property pursuant to Section 11.1 of this Declaration; or

(b) the unilateral resignation of the Class "B" member; or

(c) December 31, 2011.

3.3. Dissolution. In the event of the permanent dissolution of the Association for whatever reason, any Owner may petition the District Court of the Fifth Judicial District, Washington County, Utah, for the appointment of a Receiver to manage the affairs of the dissolved Association and the Common Area in place of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Area.

4. NEIGHBORHOODS AND VOTING GROUPS

4.1. Neighborhoods. Every Unit shall be located within a Neighborhood as defined in Section 1.18. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may be members of a sub-association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium. Any Neighborhood which does not have a Neighborhood Association may elect a Neighborhood Committee, as described in Section 2.3.2. of the Bylaws, to represent the interest of Owners of Units in such Neighborhood.

Each Neighborhood Association or Committee, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood, the cost of which shall be assessed against the benefited Units as a Neighborhood Assessment pursuant to Section 10.1.

Initially, each portion of the Properties which is separately owned and which, at the time it is subject to the Declaration, is intended for separate development shall

constitute a Neighborhood. The developer of any such Neighborhood may apply to the Board of Trustees to divide the parcel constituting the Neighborhood into more than one Neighborhood or to combine two Neighborhoods into one Neighborhood at any time. Upon a petition signed by a majority of the Unit Owners in the Neighborhood, any Neighborhood Association or Neighborhood Committee may also apply to the Board of Trustees to divide the property comprising the Neighborhood into two or more Neighborhoods or to combine two Neighborhoods into one Neighborhood. Any such application shall be in writing and shall include a plat of survey of the entire parcel which indicates the boundaries of the proposed Neighborhoods. A Neighborhood division requested by the Neighborhood or by the parcel developer shall automatically be deemed granted unless the Board of Trustees denies such application in writing within thirty (30) days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

4.2. Voting Groups. In order to allocate representation on the Board of Trustees among the various housing types and residential areas within the Properties, and to avoid a situation in which the Owners owning Units in Neighborhoods of a single housing type are able, due to the number of Units of such housing type, to elect the entire Board of Trustees, thereby excluding representation of others, four Voting Groups shall be established for election of four of the members to the Board. Voting Groups may be composed of Owners owning Units in one or more Neighborhoods. The total number of Units represented by each Voting Group need not be equal. The Neighborhoods represented by a Voting Group need not be contiguous; but to the extent practical, all Neighborhoods comprised of a similar housing type shall be represented by the same Voting Group. Declarant will initially designate and implement Voting Groups at such time as Declarant deems it appropriate; provided, however that once designated and implemented, Declarant shall retain the power to amend or modify the composition and number of Voting Groups during the Class "B" Control Period.

At the time of this Declaration, the anticipated Voting Groups are Inn Unit Owners, Patio Home Owners without water features, Patio home Owners with water features, and Custom Home Owners. The specific neighborhoods that are included in the anticipated Voting Groups are set forth in Exhibit C attached to this Declaration and incorporated by reference herein. Until such time as Voting Groups are designated and implemented, all of the Properties shall constitute a single Voting Group. Implementation of Voting Groups including the use of staggered terms will be controlled by the Board of Trustees. After the expiration of the Class "B" Control Period or at such time as the election of Trustees using Voting Groups is implemented, whichever occurs first, the remaining Trustees shall be elected on an "at large" basis.

At any time prior to expiration of the Class "B" Control Period, the Declarant may change the composition of existing Voting Groups or establish new Voting Groups. After expiration of the Declarant's Control Period, the Board of Trustees shall have the right to amend or modify the composition of Voting Groups upon the vote of at least two-thirds (2/3) of the total number of Trustees. Designation or modification of Voting Groups by the

Declarant or the Board of Trustees shall not constitute an amendment to this Declaration and shall not require the formality thereof.

5. COVENANT FOR MAINTENANCE

5.1. Association's Responsibility. The Association shall at all times maintain the Common Area and shall keep it in good, clean, attractive, sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard. This maintenance shall include, but need not be limited to, maintenance, repair, and reasonable replacement, subject to any insurance then in effect, of landscaping and other flora, structures, and improvements situated upon such areas.

Except for "Catastrophic" costs as defined in section 1.4 above in excess of $10,000.00, all costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

The Association may in the discretion of its Board of Trustees, assume the maintenance responsibilities of a Neighborhood set out in this Declaration or in any Annexing Amendment or declaration subsequently recorded which creates any Neighborhood Association upon all or any portion of the Properties. In any such event, all costs of such maintenance shall be assessed only against the Units within the Neighborhood to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board of Trustees, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section 5.1 shall not constitute discrimination within a class.

The Association may maintain property which it does not own, including without limitation, property dedicated to the public if the Board of Trustees determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Each Unit is owned by the Owner. However, areas within the surveyed Unit boundaries, but outside the originally constructed residence exterior walls, shall be treated for maintenance and use purposes as follows:

(a) as Limited Common Area, if adjacent and naturally forming a part of Limited Common Area; or

(b) as Common Area, if adjacent to and naturally forming a part of Common Area; or

(c) as Exclusive Common Area, if adjacent to and naturally forming a part of Exclusive Common Area.

Notwithstanding the preceding maintenance provisions regarding landscaping within Unit boundaries, landscaping within enclosed or gated entrances, courtyards and covered patios to Units shall be maintained by Unit Owners.

The purpose of laying out a Unit larger than the residence is to allow flexibility in the original residence construction. Subsequent construction, if any, must nevertheless conform to original residence location, size, and appearance in all respects.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit, and any appurtenant Limited Common Areas, in a manner consistent with the Community-Wide Standard and all applicable covenants of the Association. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Section 10.2 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

The area between the curb and the sidewalk, if any (within the public right-of-way), on any public street shall be landscaped and maintained, as provided herein, by the Association, in accordance with the City's ordinances, policies and standards.

All Owners of Units for which landscape watering for the Unit and Limited Common Areas adjacent to the Unit is provided through the individual Unit's water metering box (this includes the Anasazi Ridge Subdivisions as well as other Neighborhoods in which landscape watering is provided through the individual Units), are solely responsible for maintaining a continuous supply of water and power to the irrigation systems for use in maintaining the Unit and Limited Common Area landscaping. Unit Owners may not alter the water timing system for landscaping on and adjacent to their Units, unless approved by the Association. Unit Owners authorize the Association to monitor and to adjust the water timing systems for landscape watering on and adjacent to the Owner's Units.

Unit Owners shall not cause the Unit's water for irrigation watering or the electrical power supply to be disconnected. If a Unit Owner causes the water supply or electrical power supply to be discontinued, the Association is authorized to take all necessary steps to have the water or electrical supply restored to the Unit. All costs incurred by the Association in taking such steps to restore water or electricity shall be added to and become part of the assessment to which such Unit is subject, as provided by Article 10.

Each Owner shall be responsible for the maintenance of the exterior of the Unit except when such responsibility is undertaken by a units' sub-association. In the event an Owner fails to perform this maintenance in a manner consistent with the terms of this Declaration or the Property Development Guidelines, the Association shall have the right to enter upon such Unit to have maintenance performed on the Unit and exterior of the residence. The cost of such maintenance shall be added to and become part of the assessment to which such Unit is subject, as provided by Article 10.

5.3. Neighborhood's Responsibility. Upon resolution of the Board of Trustees, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain Common Areas within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any right-of-way and green space

between the Neighborhood and adjacent public roads, private streets within the Neighborhoods, and lakes or ponds within the Neighborhood, regardless of ownership of such Common Areas and regardless of the fact that such maintenance may be performed by the Association.

Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to a declaration of covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration or any Annexing Amendment, the Association may perform it and assess the costs against all Units within such Neighborhood Association as provided in Article 10 of this Declaration.

5.4. Party Wall Provisions. Owners of Units containing a Party Wall shall maintain the Party Wall in a manner consistent with the Community-Wide Standard and all applicable covenants. All costs and expenses relating to damages, repair, replacement, restoration, or maintenance that may be necessarily or reasonably incurred to preserve the soundness or structural integrity of the Party Wall, and, to the extent not separately allocable to the Units, the roof structures and surfaces immediately adjacent thereto, shall be divided between and born by each Unit. If there are more than two such Units, the costs shall be borne in proportion to such use; otherwise, the costs shall be borne equally by the Units. However, if any such cost or expense is incurred or necessitated by the act or omission of the Owner(s) of one Unit, or their guests or invitees, that Unit shall be responsible for payment of all such cost or expense. If one Owner shall pay in excess of that Owner's proportionate share of such cost or expense, such Owner shall have a right to reimbursement from the other responsible Owner(s), which right shall constitute a lien and may be enforced by the Association (for the use and benefit of such Owner) in the same manner as a Special Assessment.

6. INSURANCE AND CASUALTY LOSSES

6.1. Insurance. The Board of Trustees, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. If reasonably available, this insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, upon request of a Neighborhood, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Trustees deems appropriate for one hundred percent (100%) of the replacement cost of all structures located on Units within the Neighborhood and/or common property of the Neighborhood Association, and charge the costs thereof to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment, as defined in Section 10.3 hereof. Notwithstanding the foregoing, it is the intent of this Declaration that such insurance applicable only to a specific Neighborhood or Neighborhoods, be obtained and provided by the applicable Neighborhood Association, if one exists.

Insurance obtained on the properties within any Neighborhood, whether obtained by any such Neighborhood sub association or the Association shall to the extent practical and reasonably available, comply with the provisions of this Section 6, including the provisions of this Section 6 applicable to policy provisions, loss adjustment, and all other subjects to which this Section 6 applies with regard to insurance on the Common Area. All such policies shall provide for a certificate of insurance to be furnished upon request to each Member insured, to the Association, and to the Neighborhood Association, if any.

The Board of Trustees shall also obtain a public liability insurance policy covering the Common Area, the Association and its Members for all damages or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar ($1,000,000.00) single person limit as respects bodily injury and property damage, a Three Million Dollar ($3,000,000.00) limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar ($500,000.00) minimum property damage limit. The Board shall have the authority to increase the specified limits from time to time as it deems appropriate and reasonable.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Section 10.1. The policy may contain a reasonable deductible as approved by the Board and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Trustees shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Section 6.1.2 below. To the extent such provisions are reasonably available at commercially reasonable premiums; such insurance shall include the provisions hereinafter set forth:

6.1.1. All policies shall be written with a company licensed to do business in Utah which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

6.1.2. All policies on the Common Area shall be for the benefit of the Association, its Members and their Mortgagees; all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if *any*, the Owners of Units within the Neighborhood and their Mortgagees, as their interests may appear.

6.1.3. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Trustees; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

6.1.4. The insurance coverage obtained and maintained by the Association's Board of Trustees shall not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

6.1.5. Casualty insurance policies shall have an inflation guard endorsement, if reasonably available.

6.1.6. The Board of Trustees shall also make reasonable efforts to secure insurance policies that will provide for the following if reasonably available:

(a) a waiver of subrogation by the insurer as to any claims against the Association's Board of Trustees, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(b) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(c) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(d) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any trustee, director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owners, or Mortgagee;

(e) that any "other insurance" clause in any policy excluded individual Owner's policies from consideration; and

(f) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section 6, the Association shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and a fidelity bond or bonds on trustees, directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the Board of Trustee's best business judgment but, if reasonably available, may not be less than three (3) months' assessments, plus reserves on hand. To the extent reasonably obtainable, bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensations and shall required at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

6.2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all risk casualty insurance on the Owner's Unit(s), the appurtenant Limited Common Areas, and the structures constructed thereon conforming substantially to the same requirements as set forth in Section 6.1 for insurance on the Common Area, unless the Neighborhood Committee or Neighborhood Association for the Neighborhood in which the Unit is located or the Association carries such insurance. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct any improvements which are not covered by insurance proceeds. In the event that the structure is totally destroyed the Owner may decide not to rebuild or reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owners shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units subject to its jurisdiction and regarding the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

6.3. Damage and Destruction.

6.3.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Trustees or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

6.3.2. Any damage or destruction to the Common Area or to the common property of any Neighborhood Association shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total vote of the Association, if Common Area, or Members representing at least seventy-five percent (75%) of the total vote of the Neighborhood Association whose common property is damaged, if common property of a Neighborhood Association, shall have decided within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstructing, or both, are not made available to the Association or the Neighborhood Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

6.3.3. In the event that it should be determined in the manner described above that the damage or destruction of the Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

6.4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

6.5. Repair and Reconstruction. If the damage or destruction to the Common Area or the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Trustees shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments, provided, if the damage or destruction involved the common property of a Neighborhood Association, only the Owners of Units in the affected Neighborhood Association shall be subject to assessment therefore. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

7. NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Section 7 shall not be construed to prohibit the Board of Trustees from acquiring title to real property which may or may not be subject to this Declaration.

8. CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Trustees acting on the written direction of the Voting Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to

notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns or has an interest in any property described in Exhibits "A" or "B" of this Declaration, and Voting Members representing at least seventy-five percent (75%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Trustees of the Association. If such improvements are to be repaired or restored, the above provisions in Section 6 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Trustees of the Association shall determine.

9. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

9.1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscape areas), and shall maintain the same as provided in Section 5 hereof, except those portion of the Common Areas in the subdivisions currently maintained by a subdivision developer.

9.2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Trustees, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board of Trustees, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

9.3. Rules and Regulations. The Association, through its Board of Trustees, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board of Trustees shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

9.4. Controlled Access. The Association through action of its Board of Trustees has developed controlled access policies and procedures and shall maintain a controlled access gate system to limit access to the property by non-owners.

9.5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege

reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

9.6. Power of the Association with Respect to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association or Committee which the Board of Trustees reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard or this Declaration. The Association shall also have the power to require specific action to be taken by any Neighborhood Association or Committee in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Committee, may require that a proposed budget include certain items and that expenditures be made therefore, and may veto or cancel any contract provided for maintenance, repair, or replacement of the property governed by such Neighborhood Association.

Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association or Neighborhood Committee shall be taken within the time frame set by the Association in such written notice, and the Association shall have the right to effect such action on behalf of the Neighborhood Association or Neighborhood Committee and shall assess the Units in such neighborhood for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association) in the manner provided in Section 10. Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

9.7. Governmental Interests. The Association shall cooperate with and permit the Declarant to designate sites within the Properties for fire, police, water, sewer facilities, and any other utilities.

10. ASSESSMENTS

10.1. Creation of Assessments. There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Trustees to be commenced at the time and in the manner set forth in Section 10.4 hereof. There shall be up to five (5) types of Assessments: (a) Base Assessments to fund expenses for the benefit of all Members of the Association including the maintenance of Common Areas not specifically assigned to a specific Neighborhood; (b) Neighborhood Assessments for expenses benefiting only Units within a particular Neighborhood; (c) Associate Member Assessments for the purpose of funding the common expense of an associate membership in Entrada at Snow Canyon Country Club, Inc., a Utah corporation, its successors and assigns, pursuant to the Association Membership Agreement dated as of November 4, 2005 by the Association, as amended, and to provide its members access to the Sports Center and Clubhouse facilities for their health, use, and enjoyment and to help ensure the long-term financial viability of these facilities in order to maintain the beauty of the community, the quality of the Entrada community lifestyle, and the value of real estate within the Entrada community; (d) Special Assessments as described in

Section 10.1.2 below; and (e) Capital Reserve Assessments, to the extent deemed necessary and implemented by the Board, for the purpose of funding capital expenditures for replacements of improvements to the Common Areas. All Assessments shall be levied equally on all Units from and after the date of the Closing of the initial sale of such Unit. Neighborhood Assessments shall be levied equally on all Units within the Neighborhood for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Special Assessments shall be levied as provided in Section 10.1.2 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. With respect to Associate Member Assessments, an Owner of multiple Units may elect in writing to have only one, or fewer than all of such Units benefit from the Associate Membership described in subsection 10.1(c) above, and in such event such Owner shall be subject to an Associate Member Assessment only with respect to the Unit(s) so benefiting. To the extent there is more than one permitted Owner of a Unit under this Declaration, both Owners of such Unit (to a maximum of two per Unit) who elect to have an Associate Membership shall be subject to an Associate Member Assessment, and the Associate Member Assessment applicable to such Unit shall be increased accordingly.

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.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty Dollars ($50.00) for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Trustees which may include, without limitation, acceleration of the annual Base Assessment for Units that have delinquent Assessments. Unless the Board otherwise provides, the Base Assessment shall be paid in monthly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Trustees to take some action to perform some function required to be taken or performed by the Association or Board of Trustees under this Declaration or the By-Laws, or for

inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the common expenses. The value of "in kind" contributions of services or materials or combination of services and materials shall be the fair value as determined by the Board of Trustees.

So long as the Declarant has an option unilaterally to subject additional property to this Declaration, the following shall apply: unless assessments have commenced, pursuant to this Section 10 on all Units subject to this Declaration as of the first day of any fiscal year, the Declarant shall be obligated for the difference between the amount of assessments collected by the Association on all Units subject to assessment (but excluding Associate Member Assessments, Capital Reserve Assessments and Special Assessments) and the amount of actual expenditures required to operate the Association during the fiscal year (but excluding expenditures related to capital items, capital reserves, or Catastrophic expenses). In the event that the amount paid by Declarant for such difference between operational income and operational expenses is greater than the actual difference (because actual operating expenses are lower than anticipated, or assessments levied are higher than expected, or for any other reason) then the amount of such overage shall be carried forward and applied toward any estimated shortfall the following fiscal year. If no shortfall is anticipated the following year or such shortfall is anticipated to be less than the overage carried forward, then such amount shall be refunded to Declarant. In the event that a "surplus" remains for any two year period following a fiscal year in which Declarant has paid an operating subsidy to the Association as set forth above, the amount of such surplus shall be paid by the Association to Declarant, until such time as all prior Declarant operating subsidies have been reimbursed. In no event shall any overage or excess paid by Declarant be used or applied to reduce the amount of assessments to be levied on Owners below the amount of assessments which were levied on Owners in the prior fiscal year. In the event Declarant paid a subsidy to the Association as set forth above, either at the time of execution of this Declaration, or relating to a future operational period, as a result of unpaid Assessments or other receivables, and such amounts are subsequently collected by the Association, Declarant shall be entitled to a refund of the portion of the subsidy related to such subsequent collection, even if such collection is made by the Association after the expiration of the Declarant Control Period, during which the subsidy is applicable. The Declarant's subsidy obligation set forth herein may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

Notwithstanding anything in this Declaration to the contrary, the following rules shall govern assessments of all Units owned by Developers:

(i) No Assessments shall be levied on land which has not been subdivided into Units, including the properties described on Exhibit "B" hereto;

(ii) Upon receiving Association approval of a proposed Neighborhood Plat Map, for a subdivision, and until the earlier of: the first sale or transfer of a Unit in

the Subdivision, or twelve months after the recording of the Neighborhood Plat Map, the Developer shall pay Neighborhood Assessments equal to one-hundred (100%) of all costs incurred by the Association with respect to such subdivision, including without limitation, maintenance, repair, water, utilities, etc. Nothing herein shall excuse the Developer from its responsibilities to fully construct, install, complete, and pay for all roads, gates, landscaping, common areas and other costs and expenses associated with such subdivision, including warranty and guarantee claims.

(iii) Upon receiving Association approval of a Neighborhood Plat Map for a subdivision, and upon recording of the Neighborhood Plat Map for such subdivision, Assessments shall be levied as follows:

(A) On Lots or other Units sold or transferred by the Developer, such Lots or Units shall be subject to all Assessments including Base Assessments, Neighborhood Assessments, Associate Member Assessments, Special Assessments, and Capital Reserve Assessments (if implemented by the Board).

(B) On Lots or other Units which are platted, but not yet sold or transferred by the Developer, no Assessments shall be due or levied until twelve (12) months after the date of recording of the Neighborhood Plat Map for such Lots or other Units. Upon expiration of such twelve (12) month period, such Lots and other Units shall be subject to partial Base Assessments as shown below and pro rata Neighborhood Assessments, Special Assessments, and Capital Reserve Assessments (if implemented by the Board), but shall not be subject to Associate Member Assessments. Such Developer owned Lots or other Units which remain unsold after twelve (12) months shall pay a portion of such Base Assessments which would otherwise be payable by an Owner of an individual Lot or other Unit in such subdivision, (e.g., an "Otherwise Applicable Assessment") calculated as follows:

(1) single family residential Lots or pads, fifty percent (50%) of the Otherwise Applicable Assessment;

(2) Lots or pads within Toroweap, Kachina Springs East III, Anasazi Ridge and Paiute Springs, twenty-five percent (25%) of the Otherwise Applicable Assessment;

(3) all other Lots or pads, thirty-five percent (35%) of the Otherwise Applicable Assessment.

10.1.1 Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated cost of operating the Association during the coming year. The budget may include a capital contribution to the reserve fund in accordance with a capital budget separately prepared and shall separately list general and Neighborhood expenses, if any. The Board shall cause a

copy of the budget and the amount of assessments to be levied against each Unit for the following year to be mailed to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall automatically become effective unless disapproved at a meeting of the Owners representing at least a two-thirds (66%) majority of the total Class "A" vote in the Association and the vote of the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners constituting at least ten percent (10%) of those eligible to vote, as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

10.1.2 Special Assessments. In addition to the assessments authorized in Section 10.1, the Association may levy a Special Assessment or Special Assessments; provided, such assessment shall have the affirmative vote or written consent of Owners representing at least fifty-one percent (51%) of the Class "A" vote in the Association and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member or his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against the Units in any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer or designated representative of the Neighborhood Association or Committee and an opportunity for a hearing.

The Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring any damage or disruption resulting to streets or other Common or Limited Common Areas from the activities of the City of St. George in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise, is in the City up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

10.2. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments running with the land and binding successors, assigns, heirs and transferees, prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the

lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, but only to the extent of an amount equal to four months of such assessments on such Unit. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure. A non-judicial foreclosure may be conducted using the notices and time frames set forth in Title 57 of the Utah Code and applicable to trust deeds.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied or assessed on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

10.3. Capital Budget and Capital Reserve Assessment. The Board of Trustees may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required Capital Reserve Assessment, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Capital Reserve Assessments over the period of the budget. The Capital Reserve Assessment required, if any shall be fixed by the Board and included with and distributed with the budget and assessments, as provided in Section 10.1.1 hereof.

10.4. Date of Commencement of Annual Assessments. Except as otherwise expressly provided herein, the annual assessments provided for herein shall commence as to each Unit upon the date of Closing of the sale of such Unit by the Declarant to the first purchaser thereof, provided, however, that notwithstanding anything herein to the contrary, the annual assessments on property intended for use and occupancy as a multiple dwelling site, and sold to a developer for such use, shall commence as provided in the last full paragraph of section 10.1 above. Assessments shall be due and payable in a manner and on a schedule as the Board of Trustees may provide. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

10.5. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for such common expense or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such Mortgagee, or successor or assign. Such unpaid

share of common expenses or assessments shall be deemed to be common expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

10.6. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, Special Assessments and Capital Reserve Assessments, if any:

(a) all Common Areas;

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any;

(c) all property owned by the Entrada at Snow Canyon Country Club; and

(d) all property other than Lots or Units subjected to a conservation easement.

10.7. City Assessments. Nothing herein contained shall in any manner be construed as precluding or in any way affecting the right of the City of St. George, in accordance with the laws of the State of Utah and the City of St. George, to levy assessments for public improvements or for any other legal purpose.

11. ANNEXATION OF ADDITIONAL PROPERTY

11.1. Annexation without Approval of Class "A" Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "B" has been subjected to this Declaration, or December 31, 2011, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B," attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the public records of Washington County, Utah, an Annexing Amendment to this Declaration annexing such property, and by recording an amended plat, all as provided by the laws of the State of Utah and the appropriate municipal ordinances. Such Amendment shall not require the consent of Owners or Voting Groups. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the Developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

11.2. Annexation with Approval of Class "A" Membership. Subject to the consent of the Owner thereof, the Association may annex real property other than that described on Exhibit "B" following the expiration of the right in Section 11.1 (or any proper extension thereof), and such other property and any property described on Exhibit "B," to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Owners representing a majority of the Class "A" votes of the Association

present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 11.1 hereof.

Annexation shall be accomplished by filing in the public records of Washington County, Utah, an Annexing Amendment to this Declaration annexing such property, and by recording an amended plat, all as provided by the laws of the State of Utah and the appropriate municipal ordinances. Any such Annexing Amendment shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 11.2 and to ascertain the presence of a quorum at such meeting.

11.3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits "A" or "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

11.4. Amendment. This Section 11 shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" hereof.

11.5. Vested Rights. With respect to any property described on Exhibits "A" or "B" and owned by Declarant, Moss Farm Investments or any Developer as defined in section 10.1 above, Declarant, Moss Farm Investments and such Developers shall have the vested right to develop such real property, and the Board and the Design Review Committee shall approve such proposed development, so long as: (a) the development is consistent with the ENTRADA Master Plan (including specified densities) approved by Declarant and the Board, or if the development is not addressed or contemplated in the existing ENTRADA Master Plan, it is not inconsistent with the general housing types and qualities set forth therein; (b) complies with reasonable nondiscriminatory architectural and development Property Development Guidelines, applied on a nondiscriminatory basis by the Design Review Committee as defined below; and (c) complies with applicable municipal requirements. Prior to January 1, 2012, the Declarant shall have the power to amend the Master Plan. After January 1, 2012, neither the Master Plan nor this provision may be amended or modified without approval of Declarant and any affected Developer.

12. USE RESTRICTIONS

Use of the Common Area, Exclusive Common Area, Limited Common Areas, and the Units shall be in accordance with the following provisions so long as the Association exists, and these restrictions shall be for the benefit of and enforceable by all Owners and Members of the Association.

12.1. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Unit, part or portion of ENTRADA, except that dogs, cats or other domesticated household pets may be kept in a residence constructed on a Lot, provided that said pets are not kept to be bred, boarded or maintained for commercial gain, and subject to the reasonable rules and regulations adopted by the Board, and the right of the Board to direct the Owner to remove the pet from the Unit if the Board determines the pet(s) to be a nuisance. A dog which repeatedly barks or a cat that howls, whether or not within the Owner's yard will be considered to be a nuisance. No outside dog houses, dog runs or other outside animal enclosures are allowed.

12.2. Nuisance. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit any noxious or offensive activity on any Unit, part or portion of ENTRADA which will interfere with rights, comfort or convenience of other Owners.

12.3. Commercial and Recreational Vehicles. Unless at a site or sites specifically approved by the Board of Trustees for that purpose, no boats, trailers, buses, motor homes, motorcycles, all terrain vehicles, snowmobiles, campers, trucks, or the like shall be parked or stored upon the Common Area or a Unit, except within an enclosed garage with a height of not to exceed eight feet, unless it is a commercial vehicle in the process of being loaded or unloaded. No boat, trailers, buses, motor homes, trucks or campers shall be parked for longer than 24 hours within ENTRADA.

12.4. Litter and Garbage Collection. No Owner shall sweep or throw from any structure on his Unit any dirt or other materials or litter. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any part of the Unit except in closed containers, dumpsters, or other sanitary garbage collection facilities, and proper-sized, closed containers or closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Association. Garbage that is placed for pickup shall be located near the roadways contiguous to the Unit but shall only be left outside the night before scheduled pickup and shall be subject to such additional rules and regulations as the Association may from time to time promulgate.

12.5. Notices and Signs.

12.5.1. Except as herein specifically permitted, no sign, advertisement, notice, lettering or descriptive sign shall be posted, displayed, inscribed, or affixed to the exterior of any structure located upon any Unit, and no "For Sale," "For Rent" or similar signs or notices of any kind shall be displayed or placed upon any part of a Lot or Unit. Exceptions to the above general rule are as follows:

(a) Signs required by the City of St. George on custom homes while under construction.

(b) Street numbers shall be affixed as approved by the Association.

(c) Lot numbers, approved as to form by the Board of Trustees, identifying unsold Lots may be placed in the middle of the front portion of any such Lots.

(d) An approved sign, generally inscribed on stone, is allowable at the entrance(s) to any Neighborhood.

(e) "Model Open" or "Open House" signs are allowed, subject to such size, height and shape rules as shall be established by the Association. Such signs shall be removed daily and stored out of sight. Any residential structure bearing such a sign shall be manned by an owner or salesperson at all times such sign is displayed.

(f) The Declarant may authorize any sign which it, in its sole discretion, deems to be necessary or advisable.

(g) A developer of a multi-unit neighborhood may display up to two general informational signs and up to three "Model" or "Sales Office" signs within a Neighborhood until all Units that are owned by the developer have been sold. "Model" and "Sales Office" signs as used in this subsection shall include signs which are either directional in character or which indicate the precise nature of a structure within a Neighborhood.

12.6. Interruption of Drainage. No change in the elevation of a Unit shall be made and no change in the condition of the soil or level of the land of a Unit shall be made which results in any permanent change in the flow and drainage of surface water which the Association, in its sole discretion, considers detrimental. The Association may cause the property to be returned to its initial condition at the expense of the Owner.

12.7. Mining. No drilling, mining, or quarrying operations or activities of any kind shall be undertaken or permitted to be undertaken on any part of ENTRADA.

12.8. Fences. No fences or walls shall be allowed on any Unit without the prior written consent thereto from the Association and the Design Review Committee as defined below, of the Association.

12.9. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of ENTRADA or any property operated by the Association or any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

12.10. Recreational Use of Lakes and Ponds. Any lakes and ponds within the ENTRADA project shall not be used for swimming or for boating of any kind.

12.11. Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other out building shall be used at any time as a residence, either temporarily or permanently, nor shall any such structures be erected or placed on any Unit at any time. No old or second-hand structures shall be moved onto any of

said Units, it being the intention hereof that all dwellings and other buildings to be erected on said Units within ENTRADA shall be new construction of good quality, workmanship and materials.

12.12. Antennae. No radio, television or other antennae of any kind or nature, or device for the reception or transmission of radio, microwave or similar signals, including satellite dishes, shall be permitted on any Unit, and provided, however, that such a device will be allowed if it is 36 inches or less in diameter and if it is substantially shielded from view.

12.13. Clothes Drying. No portion of any Unit shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities be provided within the dwelling to be constructed on each Unit.

12.14. Guests. The Owners of Units shall be fully responsible for the activities and actions of their guests, invitees, tenants, or visitors and shall take all action necessary or required to insure that all such persons fully comply with the provisions of this Declaration, and all rules and regulations of the Association.

13. DESIGN REVIEW COMMITTEE

13.1. Restriction on Construction. No building, fence, wall, or other structures shall be commenced, erected, or maintained by any Owner, nor shall any exterior addition or change or alteration therein, including a change in the building exterior paint color, be made nor shall any improvements be made within the Owner's property line or in any appurtenant Limited Common Area until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Entrada Design Review Committee (hereinafter sometimes referred to as the "Design Review Committee").

13.2. Creation of Design Review Committee. The Board of Trustees of the Association is authorized and directed to appoint the Design Review Committee in accordance with the provisions of the By-Laws. The Design Review Committee will consist of a minimum of three to a maximum of seven members. Each member will hold office until such time as he has resigned or been removed, or until his successor has been appointed. Any member of the committee may at any time resign from the Design Review Committee upon written notice delivered to the Board of Trustees.

13.3. Duties of Design Review Committee.

13.3.1. The Design Review Committee shall have the duty to consider and to act upon such proposals or matters as from time to time are submitted to it pursuant to the Property Development Guidelines, to perform such other duties as from time to time are delegated to it by the Association, as deemed appropriate or necessary in the Declaration, and to amend the "Property Development Guidelines" when, and in the manner, deemed appropriate or necessary by the Declarant or the Association to further the philosophy of ENTRADA or the practical necessities of making ENTRADA an outstanding and successful community.

13.3.2. In order to promote a harmonious community development and protect the character of ENTRADA, the Design Review Committee shall, upon recordation of the Neighborhood Plat Map for a particular Neighborhood, adopt a set of "Property Development Guidelines" for such Neighborhood. The provisions of that particular set of "Property Development Guidelines" shall be binding upon the Owners in said subdivision and are incorporated herein by reference.

13.4. Time for Design Review Committee's Action. In the event the Board of Trustees, or its designated Design Review Committee, fails to approve, disapprove or to table pending additional information to be submitted by applicant, such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval of the Board will not be required and Section 13.1 will be deemed to have been fully complied with. Items which have been tabled must be similarly approved, disapproved or tabled pending additional information within thirty (30) days after being tabled, or they will be deemed to have been approved. Nothing herein contained shall be construed as prohibiting the Board or its Design Review committee from granting limited approvals of certain elements so as to allow construction to proceed, and tabling for further information other items.

13.5. Meetings of Design Review Committee. The Design Review Committee shall meet from time to time as necessary to properly perform its duties. The vote or written consent of a majority of the members shall constitute an act by the Design Review Committee unless the unanimous decision of its members is otherwise required or unless the Review Committee has previously acted to delegate certain powers to one or more members of the Review Committee. The Design Review Committee shall keep and maintain a record of all action taken by it at such meetings.

13.6. Compensation to Design Review Committee Members. Unless authorized by the Declarant or the Association, the members of the Design Review Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Design Review Committee function or duty. Professional consultants and providers of secretarial services retained by the Design Review Committee shall be paid such compensation as the Design Review Committee determines.

13.7. Amendment to Guidelines. The Property Development Guidelines are subject to revision by amendment as follows:

13.7.1. At such time as the Design Review Committee determines that any portion of the Property Development Guidelines should be revised, the Design Review Committee shall send to the Board of Trustees in written form a proposed amendment outlining the changes and the reasons therefore.

13.7.2. The Board of Trustees shall either approve or disapprove the proposed amendment in writing. Failure of the Board of Trustees to disapprove the proposed amendment shall in no way be deemed to be approval of the same.

13.7.3. The Board of Trustees may also amend the Property Development Guidelines independently.

13.8. Enforcement. The Property Development Guidelines and the plans as approved by the Design Review Committee may be enforced by the Design Review Committee, the Association, or the Board of Trustees as provided herein or in the Declaration of Covenants, Conditions, and Restrictions or in the By-Laws of the Association. The Board of Trustees may create a Design and Rules Enforcement Committee and vest any such committee with the authority required to enforce the rules, regulations and findings of the Design Review Committee or the Association, or both.

14. DESIGN REVIEW PROCEDURES

14.1. Review Process. Standards of development will be assured to every resident in ENTRADA by the practice of design review as established by the Design Review Committee. The Design Review Committee is responsible for the reviewing and approving all improvements and any revision or alteration to those improvements. The goal of the Design Review Committee is to process each submittal fairly, consistently, in a timely manner, and in accordance with sound professional judgment and the requirements of the Property Development Guidelines and this Declaration. The Design Review Committee shall establish reasonable procedural rules and may assess a reasonable fee in connection with review of plans and specifications. The Design Review Committee may delegate plan initial review responsibilities to one or more members of the Design Review Committee, but a quorum of the Design Review Committee shall be responsible for all final approvals.

14.2. Review Committee's Address. The address of the Design Review Committee shall be the principal office of the Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where the current Property Development Guidelines shall be kept. The initial address for submissions shall be:

ENTRADA PROPERTY OWNERS ASSOCIATION, INC.
c/o Terra West Property Management
619 South Bluff Street
Tower I, Suite 202
St. George, Utah 84770

14.3. Applications for Construction. Applications for construction of improvements shall be made available at the above address. Obtaining the required Design Review Committee approval shall be a prerequisite to constructing any improvements.

14.4. Conditions to Approval.

14.4.1. The Design Review Committee, before giving such approval, may require that changes be made to comply with the requirements of this Declaration, the Property Development Guidelines and such additional requirements as the Design Review Committee may, in its discretion, impose as to structural features of any proposed improvement, the type of

material used, or other features or characteristics thereof not expressly covered by any provisions of this document, including the setting or location of any proposed improvement with respect to the topography and finished ground elevations. The Design Review Committee may also require or specify, in its discretion, the exterior finish and color, and the architectural style and character of existing Improvements within the Project.

14.4.2. The Design Review Committee, before giving its approval, may impose conditions, including without limitation, time limitations for the completion of Improvements, or require changes to be made which in its discretion are required to ensure that the proposed Improvement will not detract from the appearance of the Project, or otherwise create any condition unreasonably disadvantageous to other Owners or detrimental to the Project as a whole. Until all plans and specifications required for each submittal are determined by the Design Review Committee to be complete, the Review Committee shall have no obligation to review any partial submittal. All completed submittals shall be acted upon promptly by the Design Review Committee. The amount of time taken by the Design Review Committee for the approval process will vary with the adequacy and complexity of the design information and the completeness of submittal plans. A decision of the Committee to approve, or to disapprove, a submittal, together with an explanation of further conditions to be satisfied by the applicant, shall be made within thirty (30) days after receipt of a completed submittal. The approval of the Design Review Committee of any submissions for any work done, or proposed to be done, or in connection with any other matter requiring the approval or consent of the Design Review Committee, shall not be deemed to constitute a waiver by the Design Review Committee of its right to approve, disapprove, object or consent to any of the features or elements embodied therein when the same features or elements are embodied in other matters submitted to the Design Review Committee.

14.5. Request for Reconsideration. An applicant may request reconsideration of a ruling of the Review Committee by submitting to the Design Review Committee, in duplicate, written arguments for such reconsideration within thirty (30) days of the date of receipt of the Design Review Committee's ruling. The Design Review Committee will give its final ruling by answering the arguments and by confirming or modifying its ruling within thirty (30) days of receipt of the applicant's written arguments. No fee is required to be submitted for reconsideration. Final approvals by the Design Review Committee shall be valid for one (1) year from the date of final approval and must be obtained prior to formal submission to the City of St. George for a building permit. If a building permit is not issued within one (1) year after an Owner obtains an approval, the approval shall be void and an application for the proposed improvement(s) shall be resubmitted to and re-approved by the Design Review Committee. Verbal approvals shall not be effective approvals under any circumstances. The applicant shall not rely on and shall not place any value whatsoever on a verbal approval by anyone, including a Design Review Committee member(s). The Design Review Committee shall not be bound in any respect by verbal approval.

14.6. Appeal to Board of Trustees. An applicant may appeal the final ruling of the Review Committee by filing a petition of appeal, together with a written statement as to the ruling from which the appeal is taken, and the reasons in support of the applicant's appeal, with the Board of Trustees. The Board of Trustees shall solicit a response from the Design Review Committee, which response shall be filed by the Review Committee within twenty (20) days

after notification reaches the Design Review Committee of the need for such a response. The Board of Trustees may request such other and additional information as it deems to be relevant, and shall thereupon make a final decision on the matter. The Board shall make its decision on or before the next regularly scheduled Board meeting which is at least five (5) days after the Board has received the response from the Design Review Committee to the applicant's appeal.

14.7. Liability of Design Review Committee, Declarant, etc. Neither Declarant, the Association, the Board or the Design Review Committee, or the members, or the designated representatives thereof shall be liable for damages to any Owner or Owner's representative submitting plans or specifications to the Design Review Committee or any of the entities named above for approval, or to any Owner or Owner's representative affected by this Declaration or the Property Development Guidelines by reason of mistake of judgment, omission, or negligence unless due to willful misconduct or bad faith of the Design Review Committee.

14.8. Indemnification by Owner. Each Owner, as a condition to obtaining any approval under the Property Development Guidelines, agrees to fully indemnify, protect, defend and hold harmless the Declarant, the Association and the Design Review Committee against and from any and all claims, liabilities, lawsuits and disputes related in any way to any approval and/or approved or disapproved Improvement.

15. BUILDER APPROVAL

All residential dwellings in ENTRADA shall be constructed by a Preferred Builder or an Approved Builder as those terms are defined in the Property Development Guidelines applicable to a particular subdivision within ENTRADA. No residential dwelling shall be constructed by an Owner, his agent or employee, who is not a Preferred Builder or an Approved Builder as those terms are defined in the Property Development Guidelines applicable to the subdivision in which the Unit is located.

16. UTILITY SERVICE

16.1. Dedication of Utility Easements. Declarant has and will dedicate certain portions of ENTRADA, through which easements are now and may hereinafter be granted, for use by all utilities, public and private, for the construction and maintenance of their respective facilities servicing the lands described in this Declaration. Declarant hereby grants to such utilities, jointly and severally, easements for such purpose. Such easements may, but are not required to, be dedicated by recorded plat or other instrument. Additional easements may be granted by the Association for utility or recreational purposes in accordance with the requirements of this Declaration.

16.2. Treatment of Median Strips. Any median strip located within a public right-of-way shall be considered Common Area and shall be planted and maintained by the Association, in accordance with the City's ordinances, policies and standards.

17. GOLF EASEMENTS AND ASSUMPTION OF RISK

17.1. Stray Ball Easement. Each Owner hereby expressly assumes the risk relating to the proximity of their Unit to the Golf Course and each Owner agrees that it shall take their Unit subject to the following stray ball license and/or easement:

17.1.1. License to Enter Upon Golf Course Unit Prior to Construction of a Residence. Until such time as a residence is constructed upon a Unit, the Course Owner shall have a license to permit and authorize its agents, and registered golf course players and their caddies to enter upon said Unit to recover a ball or play a ball, subject to the official rules of the Golf Course, without such entering and playing being deemed to be a trespass thereon.

17.1.2. Stray Ball Easement Upon Unit Subsequent to Construction of Residence. After a residence has been constructed upon a Unit, the Owner of said Unit acknowledges and agrees that, due to the proximity of the Unit to the Golf Course, stray golf balls might enter upon the Unit and some of the players playing upon the Golf Course might enter upon said Unit to retrieve said stray golf balls. In the event that a golf ball enters upon said Unit or any player enters upon said Unit to retrieve or play a stray golf ball, the Owner of said Unit agrees that neither Declarant, the Association nor the Course Owner shall be responsible or liable for: (a) any damages caused by the stray balls or players; or (b) any claim of trespass that the Owner of said Unit may assert or be entitled to assert resulting there from.

17.2. Assumption of Risk by Owner and Indemnification. Each Owner hereby expressly assumes the risk relating to the proximity of their Unit to the Golf Course and each Owner agrees that neither Declarant, the Association, the Course Owner, nor their guests, invitees, or clients nor any entity responsible for the design, construction, ownership, management or operation of the Golf Course shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Unit to the Golf Course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Association, or any entity responsible for the design, construction, ownership, management or operation of the Golf Course. Owner hereby agrees to indemnify and hold harmless Declarant, the Association and any entity responsible for the design, construction, ownership, management or operation of the Golf Course, including the Golf Course Owner and/or operator, against any and all claims by Owner or Owner's invitees or guests.

17.3. Restricted Access to Golf Course. Notwithstanding the proximity of the Subdivision to the Golf Course, each Owner acknowledges that ownership of any Unit does not convey to said Owner or create in favor of said Owner any interest in or right to the use of the Golf Course. Use of the Golf Course shall be strictly limited and controlled by the Course Owner, at its sole and absolute discretion.

18. GENERAL PROVISIONS

18.1. Enforcement. The Association shall have the right to enforce, by a 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 to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

18.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

18.3. Duration; Amendment. The covenants and restrictions of this Declaration shall run with and bind the property subject hereto for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years, unless within sixty (60) days prior to the expiration of such forty (40) year or twenty (20) year period, as the case may be, the holders of two-thirds (2/3) of the voting interest of membership in the Association vote to terminate this Declaration. This Declaration may be amended by an instrument executed by the holders of two-thirds (2/3) of the voting interest of membership in the Association. Notwithstanding the above, the Declarant, its successors and/or assigns shall have the right, until December 31, 2011, to unilaterally amend this Declaration. Any amendment must be recorded.

18.4. Duty to Repair Structure. In the event a structure on a Unit is damaged, through an act of God or other casualty, the Owner of the Unit shall promptly cause the structure to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair and rebuilding of the structures to comply with this responsibility.

18.5. Easement for Enforcement. The Association is granted an easement over ENTRADA, subject to this Declaration, by each Owner for the purpose of enforcing the provisions of this Declaration, and may go upon each Unit to remove or repair any existing cause of a violation thereof. If the Owner required to cure the violation fails to do so, the Association shall have the right to cure such violation, and all costs incident thereto, including court costs and reasonable attorney's fees, shall become the personal obligation of the Owner and be a lien against his Unit in the same fashion as if said sums represented monies due for unpaid assessments.

19. COMPLIANCE

Each Owner shall be governed by and shall comply with the terms of this Declaration, all exhibits hereto, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents and all of such as they may be amended from time to time. Failure of an Owner to comply with such documents and rules and regulations shall entitle the Declarant, or the Association to all appropriate legal and equitable relief. No private cause of action shall be brought by an Owner or Owners alleging a breach of the provisions of this Declaration, and all such claims and causes of action shall be brought, if at all, by the Declarant and/or the Association.

19.1. Negligence. An Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.

19.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the Articles of Incorporation and the By-Laws of the Association, any exhibit to this Declaration, or any rules or regulations adopted pursuant to any of the foregoing, and all other such documents, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court including costs and fees on appeal.

19.3. No Waiver of Rights. The failure of the Declarant, the Association, or any Owner to enforce any covenant or restriction of this Declaration or of the Articles of Incorporation of the Association, shall not constitute a waiver of the right to do so thereafter.

20. AUTHORITY TO AMEND

This Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of Entrada at Snow Canyon has been adopted by The Entrada Company, a Utah corporation, pursuant to the authority granted to it in Section 18.3 to unilaterally amend said Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Fourth Amended and Restated Declaration of the Covenants, Conditions and Restrictions of Entrada at Snow Canyon the 31 day of December, 2008.

THE ENTRADA COMPANY, a Utah corporation

By: _____, President

Attest: _____ Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 31 day of December, 2008, personally appeared before me Brooks Pace and Henry Isaksen, Jr., the President and Secretary, respectively, of The Entrada Company, a Utah corporation, who being by me duly sworn did say that they executed the foregoing Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of Entrada at Snow Canyon on behalf of said corporation and being authorized and empowered to do so by a resolution of the Board of Directors, and they did duly acknowledge to me that such corporation executed the same for the uses and purposes stated therein.

DOROTHY H. DOBSON
NOTARY PUBLIC-STATE OF UTAH
95 E. TABERNACLE
ST.GEORGE, UT 84770
COMM. EXP. 01-02-2011

Notary Public

"EXHIBIT A"

Beginning at the East ¼ Corner of Section 4, said point being South 01°14'46" East along the section line from the North East ¼ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South 89°07'06" East 405.42 feet; thence South 89°07'06" East 698.58 feet; thence North 41°38'27" East 40.01 feet; thence South 89°07'06" East 733.78 feet; thence South 0°52'54"West 30.31 feet; thence South 89°07'06" East 93.77 feet; thence South 39°01'27" East 34.99 feet; thence South 89°07'06" East 601.02 feet; thence South 01°16'49" East 8.06 feet; thence South 89°07'06" East 50.04 feet; thence North 01°16'49" West 34.92 feet; thence South 89°07'06" East 66.11 feet; thence South 89°07'06" East 652.80 feet; thence South 19°39'53" East 554.24 feet; thence South 11°50'06" East 473.84 feet; thence South 13°22'25" West 129.23 feet; thence South 40°52'34" East 291.48 feet; thence South 89°28'01" East 218.21 feet; thence South 01°18'22" West 263.54 feet; thence South 38°33'14" East 135.92 feet; thence South 55°33'40" East 155.78 feet; thence South 79°24'19" East 185.12 feet; thence South 83°3'32" East 108.23 feet; thence South 56°17'53" East 119.20 feet; thence South 52°29'18" East 174.89 feet; thence South 14°49'07" West 155.97 feet; thence South 42°25'53" West 126.21 feet; thence South 38°21'33" East 145.23 feet; thence North 79°26'50" East 92.12 feet; thence North 85°10'00" East 239.54 feet; thence South 02°33'29" East 255.19 feet; thence South 19°03'15" West 77.47 feet; thence South 19°03'15" West 170.46 feet; thence South 01°33'16" West 264.41 feet; thence South 15°10'50" East 128.12 feet; thence South 05°19'13" West 205.59 feet; thence South 07°03'37" West 239.32 feet; thence South 08°15'49" West 217.68 feet; thence South 45°02'43" West 198.41 feet; thence North 89°32'29" West 815.97 feet; thence South 00°51'58" West 623.56 feet; thence South 41°26'46" West 39.13 feet; thence along a curve to the LEFT, having a radius of 697.00 feet, a delta angle of 22.63°, and whose long chord bears South 30°7'43" West 273.56 feet; thence South 18°48'41" West 143.34 feet; thence along a curve to the RIGHT, having a radius of 503.00 feet, a delta angle of 22.63°, and whose long chord bears South 30°7'43" West 197.420 feet; thence South 41°26'46" West 190.02 feet; thence South 41°26'39" West 51.13 feet; thence along a curve to the LEFT, having a radius of 967.00 feet, a delta angle of 9.65°, and whose long chord bears South 36°37'08" West 162.678 feet; thence South 31°47'39" West 7.10 feet; thence along a curve to the LEFT, having a radius of 967.00 feet, a delta angle of 30.77°, and whose long chord bears South 16°24'26" West 513.16 feet; thence South 01°01'14" West 630.450 feet; thence North 89°20'19" West 2721.28 feet; thence South 01°06'01" West 363.06 feet; thence South 75°09'08" West 223.31 feet; thence along a curve to the RIGHT, having a radius of 767.00 feet, a delta angle of 48.39°, and whose long chord bears North 80°39'10" West 628.70 feet; thence North 56°26'24"

West 771.58 feet; thence North 04°35'32" West 320.67 feet; thence North 62°06'54" West 149.92 feet; thence North 00°52'58" East 499.73 feet; thence North 88°52'31" West 339.62 feet; thence North 00°46'03" East 336.57 feet; thence North 00°17'51" West 674.32 feet; thence North 88°41'15" West 338.52 feet; thence North 00°08'44" West 2024.77 feet; thence South 88°22'39" East 1043.79 feet; thence North 00°58'60" East 1328.53 feet; thence South 88°27'53" East 717.64 feet; thence North 01°17'15" East 1329.57 feet to the point of beginning.

Contains 791.1458 acres

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
KSAE		Kachina Springs at Entrada (SG)	SG-6-2-10-1401
SKE	2	Kachina Springs East 2 AMD & EXT (SG)	SG-6-2-10-111
KSE	3	Kachina Springs East 3 (SG)	SG-6-2-10-3101
KSEE		Kachina Springs East at Entrada (SG)	SG-6-2-10-130
KSSE		Kachina Springs South at Entrada (SG)	SG-6-2-10-1402
TWAE		Toroweap at Entrada (SG)	SG-6-2-10-438
SHN		Shinava Ridge (SG)	SG-6-2-10-312
PSE		Paiute Springs at Entrada (SG)	SG-6-2-10-2428
IENT		Inn of Entrada (SG)	SG-6-2-10-412
			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

"EXHIBIT B"

Beginning at the East ¼ Corner of Section 4, said point being South 01°14'46" East along the section line from the North East ¼ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South 01°17'15" West 1329.57 feet; thence North 88°27'53 West 717.64 feet; thence South 00°59'00" West 1328.53 feet; thence North 88°22'39" West 1043.79 feet; thence South 00°08'44" East 2024.77 feet; thence South 88°41'15" East 338.52 feet; thence South 00°17'51" East 674.32 feet; thence South 00°46'03" West 336.57 feet; thence South 88°52'31" East 339.62 feet; thence South 00°52'58" West 499.73 feet; thence South 62°06'54" East 149.92 feet; thence South 04°35'32" East 321.21 feet; thence North 56°33'34" West 258.62 feet; thence North 00°53'47" East 8.30 feet; thence North 56°33'34" West 169.95 feet; thence along a curve to the LEFT, having a radius of 482.91 feet, a delta angle of 29.09°, and whose long chord bears North 71°6'22" West 242.58 feet; thence North 85°39'10" West 615.60 feet; thence along a curve to the RIGHT, having a radius of 402.91 feet, a delta angle of 6.45°, and whose long chord bears North 82°25'42" West 45.32 feet; thence North 79°12'12" West 380.66 feet; thence along a curve to the RIGHT, having a radius of 402.91 feet, a delta angle of 38.60°, and whose long chord bears North 59°54'07" West 266.36 feet; thence North 00°18'32" East 681.37 feet; thence North 88°47'28" West 580.21 feet; thence along a curve to the LEFT, having a radius of 482.91 feet, a delta angle of 3.64°, and whose long chord bears North 47°29'14" West 30.67 feet; thence North 65°03'55" East 53.75 feet; thence South 61°24'21" East 28.69 feet; thence North 64°08'47" East 203.31 feet; thence North 25°51'13" West 173.00 feet; thence South 64°08'47" West 202.88 feet; thence South 25°51'13" East 19.86 feet; thence South 64°08'47" West 50.04 feet; thence North 30°04'27" West 84.62 feet; thence South 25°02'20" West 128.67 feet; thence along a curve to the LEFT, having a radius of 482.91 feet, a delta angle of 43.59°, and whose long chord bears North 89°50'45" West 358.59 feet; thence South 68°21'37" West 53.92 feet; thence along a curve to the RIGHT, having a radius of 402.91 feet, a delta angle of 22.85°, and whose long chord bears South 79°47'06" West 159.62 feet; thence North 88°47'28" West 703.17 feet; thence North 00°37'37" East 469.33 feet; thence North 16°36'53" West 238.27 feet; thence North 28°38'27" West 146.96 feet; thence North 89°22'23" West 504.53 feet; thence North 00°37'37" East 1153.37 feet; thence South 89°37'04" West 2017.98 feet; thence North 00°44'45" East 664.09 feet; thence North 89°26'11" East 662.64 feet; thence North 01°07'17" East 337.12 feet; thence South 89°29'17" West 661.18 feet; thence North 01°17'53" East 1013.25 feet; thence North 89°38'37" East 1974.03 feet; thence South 88°56'20" East 1329.58 feet; thence North 00°34'46" East 1334.53 feet; thence North 00°23'18" East 1324.53 feet; thence South 88°46'57" East 1325.65 feet; thence South 88°46'57"

East 1352.89 feet; thence North 00°40'51" East 368.60 feet; thence South 43°53'13" East 1331.96 feet; thence along a curve to the RIGHT, having a radius of 100.00 feet, a delta angle of 48.19°, and whose long chord bears South 19°47'28" East 81.65 feet; thence along a curve to the LEFT, having a radius of 110.00 feet, a delta angle of 99.93°, and whose long chord bears South 45°39'52" East 168.45 feet; thence along a curve to the RIGHT, having a radius of 100.00 feet, a delta angle of 43.17°, and whose long chord bears South 72°20'13" East 73.58 feet; thence South 50°30'18" East 869.04 feet; thence along a curve to the LEFT, having a radius of 590.00 feet, a delta angle of 2.68, and whose long chord bears South 51°50'42.402 East 27.60 feet; thence North 89°07'06" West 405.42 feet to the point of beginning.

Contains 730.2212 acres

SC-16-B
SC-SB-79
SC-6-2-5-2202
SC-6-2-5-2201
SC-6-2-4-3302
SC-6-2-4-3301
SC-SB-91-E
SC-SB-91-D
SC-6-2-8-1103
SC-6-2-8-1102
SC-6-2-8-1101
SC-6-2-9-4401
SC-6-2-9-410
SC-6-2-9-4311
SC-6-2-9-4310
SC-6-2-9-4309
SC-6-2-9-4313
SC-6-2-9-4301
SC-6-2-9-4312

I-6-2-4-125
I-6-2-4-126-EDP
I-6-2-3-433
I-6-2-4-131
SC-6-2-4-220
SC-6-2-9-1100
I-6-2-4-241
SC-6-2-4-2211
SG-6-2-9-200
I-ORE-1
I-ORE-2
I-ORE-3

"Exhibit C"

Anticipated Voting Groups

Custom Home Voting Group

Anasazi Hills
Kachina Cliffs
Chaco Bench
Chaco West

Patio Home Voting Group

Anasazi Ridge
Kachina Springs III (a/k/a Escapes at Entrada)
Toroweap
Shinava Ridge Lots 40-72

Patio Homes with Water Voting Group

Kachina North
Kachina South
Kachina East Phases I and II
Paiute Springs

Inn at Entrada Voting Group

Inn at Entrada
Shinava Ridge Lots 24-39