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GRAND COUNTY CORPORATION
For: ENTRADA AT MOAB HOA INC

AMENDED AND RESTATED

DECLARATION

OF

COVENANTS, CONDITIONS AND

RESTRICTIONS

FOR THE

ENTRADA AT MOAB

TOWNHOME SUBDIVISION

February 2024

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**AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
Entrada at Moab
Townhome Subdivision**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Entrada at Moab Townhome Subdivision (“Restated Declaration”) is made and executed on the date shown below after being voted on and approved by the Owners in accordance with the governing documents for the Entrada at Moab Townhome Subdivision, located in Grand County, Utah.

RECITALS:

WHEREAS, the capitalized terms in this Restated Declaration are defined in Article I; and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions & Restrictions for the Entrada at Moab Townhome Subdivision was recorded in the Grand County Recorder's Office on November 3, 2016, as Entry No. 516883 (the “2016 Declaration”), against the Lots located in Phases 1 through 3 of the Entrada at Moab Townhome Subdivision; and

WHEREAS, the First Amended Bylaws of Entrada at Moab HOA, Inc., were recorded in the office of the Grand County Recorder’s office on November 3, 2016, as Entry No. 516884 (the “2016 Bylaws”); and

WHEREAS, the Declaration of Covenants, Conditions & Restrictions Establishing a Planned Unit Development for Entrada at Moab Townhome Subdivision Phases 4 through 7 was recorded in the Grand County Recorder’s Office on January 11, 2018, as Entry No. 527821 (the “2018 Declaration”); and

WHEREAS, the subdivision that is the subject of this Restated Declaration is known as the Entrada at Moab Townhome Subdivision, Phases 1 through 7 (“Entrada”), and is situated in and upon that certain real property (“Subject Land”) located in Grand County, State of Utah, as specifically described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, plat maps for Phases 1 through 7 of Entrada (“Plats”) are recorded in the office of the County Recorder for Grand County, State of Utah. There are forty-five (45) Lots in Entrada, as shown on the Plats; and

WHEREAS, the name of the Association is the Entrada at Moab HOA, Inc. ("Association"), which has been created as a Utah nonprofit corporation by filing articles of incorporation with the Utah Division of Corporations and Commercial Code. The Association is the governing body of Entrada and is to be operated in accordance with this Restated Declaration, the Articles of Incorporation for the Entrada at Moab HOA, Inc. ("Articles of Incorporation"), and the Bylaws of Entrada at Moab HOA, Inc. The Bylaws are attached hereto as Exhibit "B"; and

WHEREAS, the purpose and intent of this Restated Declaration is to restate, replace and amend the 2016 Declaration, 2016 Bylaws, 2018 Declaration, and all prior recorded declarations, amendments and bylaws, which shall collectively be referred to herein as the "Governing Documents," and to subject all Lots and Lot Owners within Entrada to one set of covenants, conditions and restrictions as set forth in this Restated Declaration.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing Entrada, the Lot Owners, and the Association. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plats (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the Articles of Incorporation, including the ratification, approval and incorporation for Entrada at Moab HOA, Inc., a Utah nonprofit corporation; and any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify or impair the legal status of the Project.

It is hereby declared that the property within Entrada shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Association and all Lot Owners of all or any part of the property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above recitals are hereby approved and accepted as being accurate and shall constitute part of this Restated Declaration.

ARTICLE I DEFINITIONS

- 1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Restated Declaration shall have the meanings set forth in this Article I.
- 1.2 **Act** shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

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- 1.3 **Architectural Control Committee** shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article XI.
- 1.4 **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of the Entrada at Moab HOA, Inc., on file or to be filed with the Utah Department of Commerce or its equivalent.
- 1.5 **Association** shall mean the Entrada at Moab HOA, Inc., a Utah nonprofit corporation, organized to serve and act as the governing body of the Association.
- 1.6 **Board of Directors** or **Board** shall mean the Board of Directors of the Association.
- 1.7 **Common Area** shall mean and refer to that portion of property owned by the Association, and shown on the Plats as private roads or open space and/or dedicated to the common use and enjoyment of the Owners. All Common Area shall be managed and controlled by the Association for the common use and enjoyment of the Owners as more fully described in this Restated Declaration.
- 1.8 **Common Expense** shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area (including any special assessments), and including those fees not paid by the Owner responsible for payment; costs of management and administration of the Association including, but not limited to, accountants, bookkeepers, attorneys and other employees and consultants; the cost of maintaining those portions of the Lots as set forth herein; the costs of all utilities, landscaping and other services benefitting the Common Area; the costs of any fire, casualty and liability insurance covering Entrada; and the cost of bonding the Directors of the Association; any taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against Entrada, or portion thereof; and the cost of any other expense incurred by the Association for any reason whatsoever in connection with Entrada or the Association for the benefit of all of the Owners.
- 1.9 **Common Expense Fund** shall mean the fund created or to be created and into which all funds of the Association shall be deposited and used to pay common expenses.
- 1.10 **Dwelling** or **Unit** shall mean and refer to each physically constructed dwelling or building containing a single family residence located as an improvement on a Lot.
- 1.11 **Eligible Insurer** shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
- 1.12 **Eligible Mortgagees** shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

- 1.13 **Eligible Voters** shall mean and refer to those owners entitled to cast a vote on any issue before the Association or the Board. An owner who has had their vote suspended for any reason is not an "eligible voter."
- 1.14 **Limited Common Areas** shall mean and refer to those Common Areas designated on the Plat as "Limited Common Ownership" or as described in this Declaration as being reserved for the use and benefit of a designated Lot Dwelling to the exclusion of other Owners. Whether or not indicated on the Plat, the Limited Common Areas include the driveways appurtenant to each Dwelling, any patios on the rear of a Dwelling, and any decks or balconies.
- 1.15 **Lot** shall mean each individual parcel of real property shown on the Plats as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.
- 1.16 **Manager** shall mean the person, firm, or company, if any, designated from time to time by the Board to manage, in whole or in part, the affairs of the Association and Entrada.
- 1.17 **Member** shall mean a member of the Association and shall include all Owners.
- 1.18 **Mortgage** shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.
- 1.19 **Mortgagee** shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.
- 1.20 **Owner** shall mean any person or entity or combination thereof, owning fee title to a Lot within Entrada as shown on the records of Grand County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.
- 1.21 **Plats or Maps** shall mean the Plats for Entrada, as recorded in the office of the County Recorder for Grand County, State of Utah.
- 1.22 **Project** shall mean and refer to all Lots and Common Area within the subdivision, collectively.
- 1.23 **Subject Land** shall mean the land, including Lots, upon which Entrada is situated, as more particularly described in Exhibit "A".
- 1.24 **Total Votes of the Association** shall mean the total number of votes appertaining to the Lots in Entrada. All Lots shall have an equal vote.

**ARTICLE II
DIVISION OF PROJECT**

- 2.1 **Submission to Restated Declaration.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a residential subdivision to be known as Entrada. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plats, each and all of which are declared and agreed to be for the benefit of Entrada and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Lot Owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.
- 2.2 **Subdivision into Lots.** Pursuant to the Plats, the Subject Land is divided into Lots as more particularly described on the Plats. The Owner of each Lot, regardless of the size, purchase price or location of the Lot, shall have the right to use the Common Area.
- 2.3 **Not a Cooperative or Condominium.** The creation of the Entrada subdivision has not constituted the creation of a cooperative and no portion of Entrada shall contain any condominiums.

**ARTICLE III
IMPROVEMENTS**

- 3.1 **Description of Improvements.** Entrada contains forty-five (45) Lots, as shown on the Plats. Each of the Lots contains one attached single family Dwelling.
- 3.2 **Description and Legal Status of Lots.** The Plats show the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed. The Owner of each Lot shall each have one (1) vote on all Association matters, and shall each hold an equal ownership interest in the Common Area.

**ARTICLE IV
NATURE AND INCIDENTS OF OWNERSHIP**

- 4.1 **Ownership and Maintenance of Dwellings.** An overriding purpose of the Association is to maintain a uniform look and aesthetic for the exterior of each Dwelling as well as the landscaping associated therewith, and the Common Area. To this end, the Association shall maintain, repair and replace, as needed from time to time, the Common Area, the Limited Common Area, the pool, hot tub and pavilion, and certain improvements constructed or installed thereon including, but not limited to, all entrances to and exits from the Project, streets, open parking spaces, street lighting, common sidewalks, curbs and gutters, landscaping, xeriscaping and sprinkler systems, central utility systems for power, light and water, as well as the preparation, maintenance and planting of all flower beds, if any. The

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Association shall also maintain, repair and replace as necessary, all roofs, exterior walls and the footings, foundations, columns, girders, beams and supports for each Dwelling. The foregoing items are hereinafter referred to as the "Area of Common Responsibility." Lot Owners shall also keep clean and in a sanitary condition their decks, balconies, patios, if any, and any privately owned hot tubs. Attached as Exhibit "C" is a Maintenance Chart that lists the division of responsibility for maintenance and repair of various portions of the Project between the Association and the Owners. The provisions of Exhibit "C" govern to the exclusion of any other language contained in this Restated Declaration. However, the Association is only responsible to maintain, repair and replace the items so designated on Exhibit "C".

4.2 **The Pool, Hot Tub and Pavilion.** In addition to the foregoing, the Association shall maintain the pool, hot tub and pavilion in a clean, safe and orderly condition. While the pool will close during the winter months, the hot tub will typically remain open. The Board may dictate the hours of operation for the pool, hot tub and pavilion. Unless stated otherwise by the Board, the pool, pavilion and hot tub shall be made available to the Owners for their use from the hours of 10:00 a.m. to 10:00 p.m., weather permitting. Use of the pool, pavilion and hot tub shall be on a first-come, first-served basis. The Association shall not be required to hire a lifeguard to attend the pool or hot tub. Owners and their guests may use the pool and hot tub at their own risk. Swimming is an inherently dangerous activity, especially for young children, and may result in serious injury or death. Each Owner and each Owner's tenants, guests, and invitees shall be solely responsible for their own safety and the safety of their children when using the pool or hot tub. Children under the age of 12 must be accompanied by an adult at all times. Owners or their tenants, guests, or invitees who violate these rules of safety, and any other rules imposed by the Board, will forfeit their right to use the pool and hot tub. Each Owner hereby indemnifies the Association and the Board, and holds them harmless for any and all damage, injury or death caused by the use or misuse of the pool, pavilion, or hot tub by the Owner or any of Owner's tenants, guests, or invitees.

4.3 **Maintenance of Lots.**

(A) **Landscaping.** The Association shall maintain trees planted by the original developer in the Common Area or by the Association, as set forth on the Maintenance Chart attached as Exhibit "C". Owners shall not modify the landscaping, plant and flower beds, sprinkling system, or drainage in, on or about the Common Area, or the Limited Common Area without the prior written consent of the Board. The Association shall not be responsible for the maintenance of gardens, trees, or other areas planted or improved by individual Owners, nor to maintain or replace any improvements installed or vegetation planted by a Lot Owner.

(B) **Snow Removal.** The Association shall remove all snow and ice accumulations from the streets, driveways, and all walkways (and steps) leading to a Dwelling. Each Owner shall remove all ice and snow accumulations from all other locations on a Lot, including but not limited to any balconies, decks and patios on a Lot.

- 4.4 **Title.** Title to a Lot within Entrada may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.
- 4.5 **Prohibition Against Subdivision of Lot.** No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plats.
- 4.6 **Ownership and Use of Common Area.** The Association shall own the Common Area and the Association shall have the exclusive right and obligation to manage and maintain all Common Area, and to repair, replace and reconstruct any existing or new Common Area. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy all Common Area in common with all other Owners. Except as otherwise provided in this Restated Declaration, each Owner shall be entitled to the nonexclusive use of the Common Area in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Board or the Association. Each Owner will be responsible for an equal share of the insurance, maintenance and other costs and expenses relating to the Common Area.
- 4.7 **Exclusive Use of Lot.** Any decks, balconies, porches, patios, driveways and other areas located on a Lot are reserved for the exclusive use of the Owner of that Lot, and such areas shall be maintained and repaired as indicated on the attached Exhibit "C".
- 4.8 **Fences and Walls.** All fences originally installed by (a) the Association, or (b) a contractor at the time a Dwelling was first constructed, and which surround the Common Area or the exterior of the Project shall be maintained, repaired and replaced by the Association. No Owner shall, without first receiving written permission from the Board, construct or install any fence within the Association. The upkeep or expense of any fence built by an Owner shall be maintained, repaired and replaced by the Lot Owner. Any fences or walls built with the Board's authorization shall be constructed of materials and shall be of such colors, styles and characteristics as approved by the Board, with the intent being that the Board will approve the construction, maintenance and reconstruction of any fences or walls allowed by the provisions hereof to assure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of Entrada.
- 4.9 **Inseparability.** Title to any part of a Lot within Entrada may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be constructed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Restated Declaration, including appurtenant membership in the Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy the Common Area in common with all Owners.
- 4.10 **No Partition.** The Common Area shall be owned by the Association, in accordance with the

provisions of this Restated Declaration, and no Owner nor the Association may bring any action for partition thereof.

- 4.11 **Separate Mortgages by Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his Lot. No Owner nor the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Common Area and Common Facilities or any part thereof. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Restated Declaration, and in the event of foreclosure the provisions of this Restated Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.
- 4.12 **Property Taxes.** Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. The Common Area shall be taxed in accordance with the ownership interest possessed by each Lot Owner. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.
- 4.13 **Mechanic's Liens.** No labor preformed or material furnished for use in connection with any Lot with the consent or at the request of the Lot Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Common Area or any other Lot Owner not expressly consenting to or requesting the same.
- 4.14 **Mortgages and Liens on Common Area.** The Association shall not attempt nor shall it have the right to mortgage or otherwise encumber the Common Area or any part thereof. No labor performed or material furnished for use in connection with the Common Area shall create any right to file a statement, claim, or notice of mechanic's lien against the Common Area or against any Lot Owner or Lot.

ARTICLE V EASEMENTS

- 5.1 **Easement for Maintenance.** The Association shall have the irrevocable right to have access from time to time to all Common Area and other area maintained by the Association during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time herein necessary. The Association shall also have the irrevocable right to have access from time to time to all Lots during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement of those portions of the Lots which the Association has responsibility or for making emergency repairs at any time herein necessary to prevent damage to the Lot.
- 5.2 **Right to Ingress and Egress.** Each Owner shall have the right to ingress and egress over,

upon, and across the Common Area as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

- 5.3 **Easements Deemed Created.** All conveyances of Lots within Entrada hereafter made shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE VI RESTRICTIONS ON USE

- 6.1 **Residential Uses Only.** Each Lot in Entrada is intended to be used for single family residential housing. Commercial or business activities may be conducted within a Dwelling as permitted by Moab City Ordinances. Notwithstanding the foregoing, no more than two commercial visitors may visit any Lot at any one time. The two commercial visitor limit shall not apply to contractors who are working to improve a Lot.
- 6.2 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on, in, or upon any part of Entrada, nor shall anything be done or placed in or upon any part of Entrada which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of Entrada which are or may become unsafe or hazardous to any person or property.
- 6.3 **Restriction on Recreational Vehicles.** No vehicles, including boats, trailers, recreational vehicles, or commercial vehicles (collectively "Recreational Vehicles"), that exceed 30-feet in length shall be permitted anywhere in the Project. Except as described in Section 6.4 below, no Recreational Vehicle or inoperable vehicles shall be parked or stored on a driveway or in any area in front of any Dwelling for more than 24 hours in any 30 day period. If such vehicles are parked or stored on a Lot, they shall be parked or stored in a garage. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from streets and other Lots.
- 6.4 **Auxiliary Parking Area.** There is a parking area on the southwest side of the Project reserved for auxiliary parking for recreational vehicles, flat-bed trailers and other vehicles. An Owner or an Owner's tenant may park one recreational vehicle, trailer or other vehicle that is less than 30-feet in length in the auxiliary parking area for up to one week. If a vehicle or trailer remains in the auxiliary parking area for more than one week, the Board may post a notice on the vehicle or trailer instructing the owner to move it within 24 hours. If the vehicle or trailer continues to remain in the auxiliary parking area thereafter, the Board may have the vehicle or trailer ticketed, or may impose a fine on the Owner of the Unit associated with the vehicle or trailer. In addition to imposing a fine or ticketing the vehicle or trailer, the Board, in its sole and absolute discretion, may elect to have the vehicle or trailer towed at the vehicle or trailer owner's expense. The Board shall give not less than 24-hour advance

written notice of its intent to tow the vehicle or trailer by posting the notice on the vehicle or trailer itself.

- 6.5 **No Obstructions.** There shall be no obstruction of the Common Area by any Owner. Owners shall neither store nor leave any of their property in the Common Area, except with the prior written consent of the Association.
- 6.6 **No Structural Alterations.** No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition (collectively "Changes"), including without limitation any decks, fences, walls or patios, to the exterior of the house located on a Lot without the prior written consent of the Board, which Changes must be consistent with the provisions of this Restated Declaration and which consent may be granted or withheld in the Board's sole discretion.
- 6.7 **Solar Equipment.** No Owner may install any solar energy device or equipment on the roof of their Dwelling or in any other location in the Project.
- 6.8 **Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Association, nothing shall be done or kept in or on any Lot or in the Common Area which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. Nothing shall be done or kept in or on any Lot or Dwelling or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his guests, lessees, licensees, or invitees.
- 6.9 **Pets and Animals.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept in or around any Dwelling, Lot or the Common Area, except usual and ordinary dogs, cats, birds and other household pets may be kept in or around any Dwelling or Lot subject to the rules and regulations adopted by the Association, provided, that they are not kept, bred, or maintained for commercial purposes, or in unreasonable quantities. Each Lot shall have no more than two (2) dogs or two (2) cats with a maximum total not to exceed two (2) pets, in any combination. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other member. Animals belonging to members, occupants or their licensees or invitees within the Project must be either kept in a Dwelling, an enclosed patio or deck, or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Control Committee. Should any animal belonging to a member be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board of Directors, to a pound under the jurisdiction of the local municipality in which the Project is situated and subject to the laws and rules

governing said pound, or to a comparable animal shelter. Furthermore, any member shall be absolutely liable to each and all remaining Owners, their families, guests, and invitees, for any unreasonable noise or damage to person or property caused by animals brought or kept upon any Lot or Common Area within the Project by an Owner or by members of the Owner's family, or guests; and it shall be the absolute duty and responsibility of each such member to clean up after such animals which have used any portion of the Common Area. Notwithstanding any language herein, no pet shall be permitted in the pool area at any time.

- 6.10 **Parking Areas.** The occupant, including guests, of any Dwelling may park their automobiles in the Dwelling garage or in the driveway immediately in front of the Dwelling. Visitor parking is available in the visitor parking spaces located in front of the pavilion. Visitors may not park in visitor parking for more than 24 hours in any 48-hour period. Violators may be ticketed or towed at the vehicle owner's expense. Subject to reasonable Association rules, additional parking is permitted on the streets within the Project as long as no driveways or other vehicles are blocked. Vehicle owners violating parking rules are subject to fines or towing. The Owner of the Unit being visited may also be fined if the Unit Owner's guest or tenant violates any parking rules.
- 6.11 **Garages.** Owner's vehicles that are parked for long periods of time must be parked in the garage. Owner's vehicles or owner's guests' vehicles may be parked in the driveway overnight for short periods of time. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. No storage shall be allowed in any garage which obstructs or prevents the parking of the intended number of vehicles within the garage as originally designed and constructed. Garage doors shall remain closed except when the garage is in use.
- 6.12 **Garbage Dumpsters.** All trash should be placed in the Association's Dumpster and Recycling area. It is the responsibility of all Owners, their tenants/guests, or Owner-designated property managers to bring garbage and recycling to the trash area and to sort recycling from trash into the designated bins. Temporary storage containers for trash can be stored within private garages only, but trash must be delivered to the Dumpster and Recycling area for City pick up and disposal.
- 6.13 **Signs.** Except for one "For Rent" or "For-Sale" sign of not more than five (5) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Project. The Association may regulate and restrict signs in the Project to the extent permitted by law.
- 6.14 **Hot Tubs.** The HOA may install and maintain a central hot tub for the use of the Owners. The HOA shall keep any such hot tub in good condition and repair. The central hot tub shall be locked when not in use and shall be fenced. Each Owner hereby indemnifies the Association and the Board, and holds them harmless for any damage or injury caused by the use or misuse of the central hot tub by the Owner or any of Owner's tenants, guests, or invitees. In addition, four of the Lots, i.e., Lots 201 through 204, may have a private outdoor

hot tub. The Owners of those Lots shall maintain their respective hot tubs in good condition and repair at their own expense. The Owners shall also operate their hot tubs safely, taking reasonable measures to protect against all foreseeable hazards, including drowning and overheating, etc., especially with respect to small children. Each Owner of a Lot with a private hot tub hereby indemnifies the Association and the Board, and holds them harmless for any damage or injury caused by the use or misuse of the private hot tub by the Owner or any of Owner's tenants, guests, or invitees. The addresses of the Lots which may have private hot tubs are: (i) 661 W. 470 N. Moab, UT 84532; (ii) 665 W. 470 N. Moab, UT 84532; (iii) 669 W. 470 N. Moab, UT 84532; and (iv) 673 W. 470 N. Moab, UT 84532. Hot tubs may not be installed on any other Lots.

ARTICLE VII THE ASSOCIATION

- 7.1 **Membership.** Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. An Owner, or multiple Owners, shall be entitled to one membership for each Lot owned by said Owner(s). Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within Entrada cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.
- 7.2 **Voting Rights.** Each Member shall be entitled to one vote for each Lot the member owns. No Lot shall be entitled to more than one vote.
- 7.3 **Board of Directors.** The Board of Directors shall consist of three (3) members, as described in the Bylaws.
- 7.4 **Amplification.** The provisions of this Article VI may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Restated Declaration.
- 7.5 **Liability of Board.** Board membership is a voluntary position for which Board members are not compensated. The Association shall indemnify every officer and member of the Board against any and all expenses, including but not limited to attorney fees reasonably incurred

by or imposed upon any officer or member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or member of the Board. The officers and members of the Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful and gross misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board, or former officer or member of the Board, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability, director's and officer's insurance coverage to fund this obligation.

ARTICLE VIII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- 8.1 **The Common Area.** The Association, acting through its Board of Directors, shall be responsible, as described in herein and subject to the rights and duties of the Owners as set forth in this Restated Declaration, for the exclusive management and control of the Common Area and all improvements thereon. Except as otherwise provided for in this Restated Declaration, the Association shall also be responsible for maintenance, repair, and replacement of all improvements or other materials located upon or used in connection with the Common Area.
- 8.2 **Manager.** The Association, through its Board, may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.
- 8.3 **Miscellaneous Goods and Services.** The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of Entrada, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of Entrada, the enforcement of this Restated Declaration, or any other matter. In addition to the foregoing, the Association may acquire and pay as a Common Expense, insurance, landscaping, some exterior lighting, and other necessary or desirable utility services for the goods and services common to the Lots.
- 8.4 **Real and Personal Property.** The Lot Owners shall own an undivided interest in all the Common Area. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall

become part of such Fund.

- 8.5 **Rules and Regulations.** The Association by action of its Board of Directors may make reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Restated Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. The Association is empowered to adopt rules allowing for the termination of utilities upon non-payment of fees, as provided in Utah Code Annotated § 57-8a-309, to adopt rules for the collection of lease payments from tenants as provided in Utah Code Annotated § 57-8a-310, and to adopt rules allowing the Association to assess a fine against those residents, owners or tenants who violate the Association's Restated Declaration, bylaws or rules and regulations, which rules shall be consistent with those permitted in Utah Code Annotated § 57-8a-208. In the event of such action, with or without the filing of a judicial action, the Association shall be entitled to recover its costs, including reasonable attorney fees, from the offending Owner.
- 8.6 **Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Restated Declaration or by law, and every other right or privilege reasonably necessary to effectuate any such right or privilege.

ARTICLE IX ASSESSMENTS

- 9.1 **Agreement to Pay Assessments.** The Owners hereby covenants, and each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Restated Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article IX.
- 9.2 **Assessments.** Each Owner shall pay an equal percentage of all Common Area assessments and special assessments.
- 9.3 **Annual Budget.** Annually, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Lots within Entrada for which it has maintenance responsibilities. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners annually. Said operating budget shall serve as the basis for the schedule of proposed monthly or quarterly assessments (as determined by the Board) for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

- 9.4 **Basis of Annual Budget.** The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Common Expenses") arising out of or connected with maintenance and operation of the Common Area and those portions of the Lots that are to be maintained, repaired and replaced by the Association. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve and reserve fund required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Restated Declaration.
- 9.5 **Annual Assessments.** The Association shall establish a regular assessment (often referred to as "quarterly dues") against each Owner, with each owner paying an equal portion of all regular assessments. The assessment shall be collected on a monthly or quarterly basis, as determined by the Board. Each installment of the regular assessment not timely paid by the 30th day of the month it is due shall be assessed a late fee in an amount established by the Board. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.
- 9.6 **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional special assessments as needed. No vote of the Owners shall be required to approve an assessment needed to repair or maintain portions of the Common Area that the Association is responsible to repair and maintain. Any amounts assessed pursuant hereto shall be apportioned equally to all Owners. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed or emailed. All unpaid portions of any assessment shall incur monthly late fees as established by the Board.
- 9.7 **Lien for Assessments.** All sums assessed to the Owner of any Lot within Entrada pursuant to the provisions of this Article IX, together with interest thereon as provided herein, is secured by virtue of this Restated Declaration as a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Restated Declaration, the Association may prepare a written notice of lien in conformance with Utah law. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or its attorney and may be recorded in the office of the Grand County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by non-judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall also be required to pay to the Association any assessments against the Lot

which shall become due during the period of foreclosure and the costs and expenses of such proceeding, the costs and expenses of filling the notice of lien, and all reasonable attorney fees.

- 9.8 **Personal Obligation of Owner.** The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver or by abandonment of the Common Area or by abandonment of his Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.
- 9.9 **Non-Judicial Foreclosure.** All costs, expenses, assessments and fees owed to the Association for Common Expenses may be secured by a lien, which lien may be foreclosed in the same manner as foreclosures of deeds of trust under Utah law. The lien shall also secure and the Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power, but not the obligation, to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein. The Owners hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to Taylor R. Jones, as trustee, an attorney licensed in the State of Utah, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Restated Declaration. The Association may appoint a substitute trustee by executing a substitution of trustee as authorized in Utah Code Annotated, Section 57-1-22, without amending this paragraph.
- 9.10 **Statement of Account.** Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot and payment of any reasonable fee assessed as authorized by law, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such assessment

becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

- 9.11 **Termination of Utility Service.** At the discretion of the Board, the utility service to any Owner paid for by Assessments may be terminated if the Owner is in arrears on his obligation to pay Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.
- 9.12 **Suspension of Rights for Non-Payment.** At the discretion of the Board, the right of an Owner to (a) vote on issues concerning the Association, or (b) use the Association's pool and hot tub, may be suspended if the Owner is delinquent in the payment of his Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.
- 9.13 **Failure to Assess.** The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.
- 9.14 **Personal Liability of a Purchaser.** In a voluntary conveyance, the purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller of the amount of such assessments paid by the purchaser for such assessments.

ARTICLE X INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants.

- 10.1 **Insurance.** The Board shall obtain insurance as required in this Restated Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Restated Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.
- 10.2 **Property Insurance.**
- (A) The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Dwellings,

fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

- (i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Dwelling or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Dwellings, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.
 - (ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
 - (iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Dwellings) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
 - (iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more.
- (B) **Owner Responsibility for Payment of Deductible.** If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
- (i) The Association's policy provides primary insurance coverage, and;
 - (a) The Owner is responsible for the Association's policy deductible; and
 - (b) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.
 - (ii) An Owner that has suffered damage to any combination of a Dwelling or a Limited Common Area appurtenant to a Dwelling ("Dwelling Damage") as part of a loss, resulting from a single event or occurrence, that is covered by

the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Dwelling Damage ("Dwelling Damage Percentage") for that Dwelling to the amount of the deductible under the Association's property insurance policy; and

- (iii) If an Owner does not pay the amount required under Subsection (ii) above within 30 days after substantial completion of the repairs to, as applicable, the Dwelling or the Limited Common Area appurtenant to the Dwelling, the Association may levy an assessment against the Owner for that amount.

(C) **Claims Under the Deductible.** If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible:

- (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible;
- (ii) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and
- (iii) the Association need not tender the claim to the Association's insurer.

(D) **Deductible Notice.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection (ii) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Restated Declaration.

(E) The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

10.3 **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

- 10.4 **Directors and Officers Insurance.** The Association shall obtain Directors and Officers liability insurance protecting the Restated Declarant, the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the governing documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- 10.5 **Theft and Embezzlement Insurance.** The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board of Directors members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, (c) officers, directors, and employees of any Manager of the Association, and (d) coverage for acts.
- 10.6 **Earthquake Insurance.** Earthquake Insurance shall not be required unless requested by at least sixty-six and seven-tenths (66.7%) of the Members of the Association.
- 10.7 **Worker's Compensation Insurance.** The Board shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.
- 10.8 **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.
- 10.9 **Named Insured.** The named insured under any policy of insurance shall be the Association; Each Owner shall also be an insured under all property and CGL insurance policies.
- 10.10 **Insurance Trustee.** In the discretion of the Board or upon written request executed by Owners holding at least 50% of the entire voting interest of the Association (at least 23 owners), the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.
- 10.11 **Right to Negotiate All Claims & Losses & Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest.

An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Restated Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

- 10.12 **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
- 10.13 **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective affiliates, agents and employees.
- 10.14 **Applicable Law.** This Restated Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE XI ARCHITECTURAL CONTROL COMMITTEE

- 11.1 **Architectural Approval.** No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration to any Lot or Dwelling be made until the plans and specifications showing the nature, submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or if created by the Board, approved by the Architectural Control Committee.
- 11.2 **Architectural Restrictions.** No building, wall, dog run, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change, or alteration therein, be made 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 harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Failure of the Architectural Control Committee to act within 30 days after submission shall be deemed to constitute approval by the Association.

11.3 **The Architectural Control Committee.** The Architectural Control Committee shall oversee any construction, re-construction, remodeling, or alterations completed to the exterior Dwellings or other buildings. No exterior improvement of any kind will be constructed or commenced on any Lot or Dwelling without the prior, written approval of the Architectural Control Committee. Approval of the Architectural Control Committee will be sought in the following manner:

- (A) **Plans or Renderings Submitted.** The Architectural Control Committee, at its discretion, may request a written rendering, prepared by a licensed contractor, architect or engineer (if applicable) of the proposed remodeling or construction be submitted. The plans or renderings shall also include: (1) a description of how debris will be removed; (2) name, address, and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owners. For simple improvements, the Architectural Control Committee may accept other plans or documentation submitted by the Owner.
- (B) **Review.** Within 30 days from receipt of the submitted plans, the Architectural Control Committee will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the declaration and are consistent with and in architectural harmony with other improvements within the project. The Board or Architectural Control Committee may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.
- (C) **Failure to Act.** If the Architectural Control Committee fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding, the improvement(s) shall not violate the terms and condition of the Restated Declaration and shall be in architectural harmony with the other improvements in the Project.
- (D) **Variiances.** The Architectural Control Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the governing documents. The burden of obtaining a variance is entirely on the applicant.
- (E) **Liability.** The Board, Architectural Control Committee, and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval, of any set of plans submitted for review. Owners shall have no claim against the Board or Architectural

Control Committee as a result of the performance or failure to perform the duties created by this Restated Declaration. Each Owner has an equal duty and right to enforce these covenants and may seek independent redress if believed the Board or Architectural Control Committee acted improperly.

- (F) **Limitations on Review.** The Architectural Control Committee's review is limited to those matters expressly granted in this Restated Declaration. The Architectural Control Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation.

ARTICLE XII COMPLIANCE WITH RESTATED DECLARATION AND BYLAWS

- 12.1 **Compliance.** Each Owner shall comply with the provisions of this Restated Declaration, the Articles of Incorporation and Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.
- 12.2 **Enforcement and Remedies.** The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provisions hereof, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney fee.

ARTICLE XIII LEASES

- 13.1 **Lease Agreements.** Any agreement for the leasing, rental, or occupancy of a Dwelling (hereinafter in this Section referred to as a "Lease") shall be in writing. Every Lease shall provide that its terms shall be subject in all respects to the provisions of this Restated Declaration, as well as all rules and regulations adopted by the Association. Said Lease shall further provide that any failure by the resident(s) thereunder to comply with the terms of the foregoing documents shall be a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and resident(s) by virtue of their inclusion in this Restated

Declaration.

- 13.2 **Lease Restrictions.** Each Owner shall be permitted to lease his Dwelling for transient, seasonal, rental pool, and corporate executive use or purposes. Daily or weekly rentals and timeshares are permitted. However, no Owner may lease individual rooms to separate persons or less than his entire Dwelling. Any Owner who shall lease his or her Dwelling shall be responsible for assuring compliance by the resident with the Project Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against the resident who is in violation of the Project Documents within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or resident for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorney's fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefor shall entitle the Association to levy an individual assessment against such Owner and his Lot for all such expenses incurred by the Association. In the event such assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupant rights to a Lot or Dwelling.

ARTICLE XIV REINVESTMENT FEE

14.1 **Statement of Purpose:**

- (A) The Board has observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a Lot within the Association from an existing owner to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the parties buying and selling Lots; and
- (B) The Board and members of the Association have determined that a Reinvestment Fee is appropriate and needed for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the Lots; and
- (C) To offset the additional cost borne by the Association in connection with the upkeep and maintenance of the Common Area, the members of the Association have determined that a new purchaser of a Lot within the Association shall be assessed a non-refundable Reinvestment Fee.

- 14.2 **Reinvestment Fee.** The Association hereby adopts a Reinvestment Fee. The fee required to be paid under this reinvestment fee covenant is required to benefit the Entrada Common Area and the Owners thereof, and is in the amount of \$250. The fee shall be paid to the Association. The Reinvestment Fee shall be paid by the purchaser of a Dwelling whenever a Dwelling is sold, transferred or conveyed to a new or different Owner.
- 14.3 **Runs with Land.** The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit "A" and is intended to bind successors in interest and assigns of the real property described in Exhibit "A", attached hereto.
- 14.4 **Only Fee.** The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit "A", attached hereto.
- 14.5 **Duration.** The duration of the Reinvestment Fee covenant is for a period of 50 years or until otherwise amended within 50 years.
- 14.6 **Purpose.** The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the Lots described in Exhibit "A", attached hereto, and to pay for association expenses as defined in UCA 57-1-46.
- 14.7 **Limitations.** The Reinvestment Fee shall not be enforced in the following circumstances or situations:
- (A) an involuntary transfer;
 - (B) a transfer that results from a court order;
 - (C) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
 - (D) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
 - (E) the transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in the maximum amount authorized by Utah Code §57-1-46(8), which maximum amount is currently \$250.

ARTICLE XV DISPUTE RESOLUTION

- 15.1 **Introduction.** It is in the best interest of the Members, the Association, the Board, and the officers (the "Parties") to encourage the amicable resolution of disputes arising out of the legal rights and obligations described in this Restated Declaration without the emotional and

financial costs of litigation. The Board, the Association, and each Member agrees that before filing suit in any court it will first submit to the Alternative Dispute Resolution Procedures set forth below, (the “ADR Procedures”), with respect to any claim, grievance or dispute arising out of or relating to the Restated Declaration, Bylaws, or Rules and Regulations (the “Claims”).

15.2 **Exceptions.** Notwithstanding the foregoing, the ADR Procedures shall not be required for the following Claims unless all Parties to the matter agree to submit the matter to the ADR Procedures:

- (A) any suit between Members which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Association;
- (B) any suit in which any indispensable party is not bound by this Article XV;
- (C) any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent Assessment, Reinvestment Fee or Fine;
- (D) actions by the Association to collect Assessments or other amounts due from any Owner; and
- (E) actions brought by the Association to obtain a temporary restraining order, preliminary injunctive relief, or other preliminary equitable relief and such ancillary relief as the Association may deem necessary in order to enforce the provisions of this Restated Declaration (an “Enforcement Action”).

15.3 **Procedure for Disputes Between Members.**

- (A) **Good-Faith Discussion.** The aggrieved Party (“Complainant”) shall attempt to resolve the Claim with the other Party (“Respondent”) through good-faith discussion.
- (B) **Submission of Complaint.** If the Claim is not resolved through good-faith discussion, Complainant shall provide the Board and each Respondent with a written statement of the material facts of the Claim (the “Complaint”). The Complaint shall include the following:
 - (i) the nature of the Claim, including the parties involved and the Respondent’s role in the Claim;
 - (ii) a brief description of the discussions of the parties and their attempts to resolve the Claim informally;
 - (iii) copies of relevant documents supportive of Complainant’s position; and

- (iv) Complainant's proposed resolution or remedy.

The Complaint must include all Claims that exist between the Parties at that time. Any Claim not included in the Complaint is expressly waived by the Complainant. Respondent shall have fifteen (15) days from receipt of the Complaint to file a response (the "Response") with the Complainant and the Board. The Response must include any Claim that the Respondent has concerning the Complainant at the time that the Response is submitted to the Board. Any Claim that is not included in the Response is expressly waived by the Respondent. The Response shall include any documents, descriptions, explanations or other material supporting the Response.

15.4 Review by Board. The Board shall undertake a reasonable review of the Complaint and the Response and shall issue a written decision, including an explanation of the reasons for the decision, within thirty (30) days of receipt of the Response. A copy of the decision shall be sent to the Parties promptly via first class mail. The Board's decision shall be the final and binding resolution of the Claims submitted in the Complaint and the Response unless within thirty (30) days from the date that the decision is mailed either Party delivers to the Board and all other Parties a Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

15.5 Mediation.

- (A) Within thirty (30) days of receipt of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, the Board shall contact the Parties with proposed mediation dates and a list of potential mediators. A neutral third-party or professional mediator that has been agreed to by the Parties shall conduct the mediation.
- (B) The mediation shall be held in the State of Utah at a location agreed upon by the Parties. Unless otherwise agreed by the Parties, the mediation shall take place no later than three (3) months from the date of the Board's decision. If the Parties do not agree to extend this period and mediation does not occur within this time period, then this requirement is deemed to be satisfied.
- (C) Unless otherwise agreed by the Parties, all fees and costs of the mediation shall be borne by the Party submitting the Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

15.6 Procedure Subject to Change by Board. The procedures outlined in this Article XV may be amended from time to time by the Board without the consent of the Owners, as the Board deems necessary, in light of experience, to better accomplish the amicable resolution of disputes arising out of the legal rights and obligations described in the Association's governing documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.

- 15.7 **Procedure for Disputes Between the Association and Members.** Subject to the provisions of Section 15.2, any Member who has a dispute with the Association, the Board, or an officer, or any officer of member representing one of these groups, and who is not satisfied with the decision of the Association, the Board, or the Architectural Committee, shall follow the procedures outlined in Section 15.3 above. A Member may only file a lawsuit against the Association if the Member has already complied with the requirements contained in this Article XV.

ARTICLE XVI MORTGAGEE PROTECTION

- 16.1 **Mortgage Protection.** The lien or claim against a Lot for unpaid Assessments levied by the Board or by the Association pursuant to this Restated Declaration shall be subordinate to any mortgage recorded on or before the date such Assessments become due, subject to the following:
- (A) **Effects of Voluntary and Involuntary Sale.** The lien or claims against a Lot for such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the mortgage affecting such Lot or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Association Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for the lien of any Assessments becoming due thereafter.
 - (B) **Books and Records Available for Inspection.** The Board or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any mortgage current copies of this Restated Declaration, Bylaws, Articles of Incorporation, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Board and the Association. The term "available," as used herein shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.
 - (C) **Right to Financial Statement.** The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.
 - (D) **Eligible Mortgagee.** Upon written request to the Board or the Association by the holder, insurer or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder, insurer, or guarantor shall be deemed thereafter to be an

"Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor", as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

- (i) **Condemnation Loss or Award.** Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.
 - (ii) **Delinquency.** Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a Mortgage held, insured or guaranteed by such Eligible Mortgagee, Insurer or Guarantor, which delinquency remains uncured for a period of sixty (60) days.
 - (iii) **Lapse of Insurance.** Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Board or the Association.
 - (iv) **Consent Required.** Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.
- (E) **No Right of First Refusal.** The right of an Owner to sell, transfer, or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.

ARTICLE XVII AMENDMENTS

17.1 This Restated Declaration may be amended as follows:

- (A) **Consent of the Owners.** The affirmative vote of at least sixty-seven percent (67%) of the Eligible Voters shall be required and shall be sufficient to amend this Restated Declaration or the Plat. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Board. In such instrument the Board shall certify that the required vote for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained; and
- (B) **Consent of Eligible Mortgagees.** Consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one percent (51%) of the undivided ownership interest in the Common Area shall be required to add to or amend any material provision of this Declaration or the Plat which establishes, provides for, governs, or regulates any of the following: (1) voting rights; (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; (3) reductions in reserves for maintenance, repair, and replacement of the Common Area; (4) insurance or fidelity bonds; (5) limitations and restrictions on the right to use the Common Area;

(6) responsibility for maintenance and repairs; (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) the boundaries of any Unit; (9) the percentages of ownership interest in the Common Area; (10) convertibility of a Unit into Common Area or Common Area into a Unit; (11) the imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Unit; (12) express benefits or rights of Mortgagees, Eligible Mortgagees; and (13) the requirement that the Project be professionally managed rather than self-managed. Any addition or amendment shall not be considered material if it is for clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Restated Declaration or the Plat is required shall be mailed, postage prepaid, to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Board or Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

ARTICLE XVIII GENERAL PROVISIONS

- 18.1 **Intent and Purpose.** The provisions of this Restated Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned residential unit development project. Failure to enforce any provision, restriction, covenant, or condition in this Restated Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 18.2 **Construction.** The provisions of this Restated Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Restated Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 18.3 **Registration of Mailing Address.** Upon the purchase of any Lot, the Owner of such Lot shall register with the Association his current mailing address. All notices or demands intended to be served upon any Owner shall be sent as provided in the Bylaws.
- 18.4 **Audit.** Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the

Association.

- 18.5 **Effective Date.** This Restated Declaration and any amendments thereto shall take effect upon recording.
- 18.6 **Agent for Service.** The person to receive service of process for the Association shall be the then current registered agent of the Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.
- 18.7 **Limitation on Association's Liability.** The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in Entrada, or resulting from electricity, water, ground water, rain, snow or ice, or the settling of ground beneath a Lot. No diminution or abatement of any assessments under this Restated Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to Entrada or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.
- 18.8 **Owner's Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Restated Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he lawfully conveys title to such Lot.

[CERTIFICATION ON NEXT PAGE]

CERTIFICATION

It is hereby certified that sixty-seven percent (67%) or more of the Lot Owners within the Entrada at Moab Townhome Subdivision have voted to approve this Restated Declaration.

IN WITNESS WHEREOF, this 7th day of March, 2024.

Entrada at Moab HOA, Inc.

By Noelle Foster Shong
Its: President

STATE OF UTAH)
 :SS.
COUNTY OF Summit)

On this 7 day of March, 2024, personally appeared before me Noelle Foster Shong who being by me duly sworn, did say that (s)he is President of the Entrada at Moab HOA, Inc., and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.

Ava - Fairclough - Lafave
Notary Public

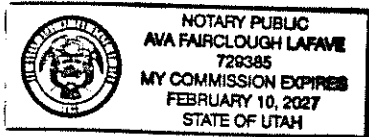


Exhibit “A”

Entrada at Moab Legal Description

ALL OF LOTS 101 THROUGH 104; ENTRADA AT MOAB TOWNHOME SUBDIVISION;
PHASE 1; MOAB CITY; GRAND COUNTY; UTAH.
[01-ENT-0101 THROUGH 0104]

ALL OF LOTS 201 THROUGH 208; ENTRADA AT MOAB TOWNHOME SUBDIVISION;
PHASE 2; MOAB CITY; GRAND COUNTY; UTAH.
[01-ENT-0201 THROUGH 0208]

ALL OF LOTS 301 THROUGH 308; ENTRADA AT MOAB TOWNHOME SUBDIVISION;
PHASE 3; MOAB CITY; GRAND COUNTY; UTAH.
[01-ENT-0301 THROUGH 0308]

ALL OF LOTS 401 THROUGH 408; ENTRADA AT MOAB TOWNHOME SUBDIVISION;
PHASE 4; MOAB CITY; GRAND COUNTY; UTAH.
[01-ENT-0401 THROUGH 0408]

ALL OF LOTS 501 THROUGH 506; ENTRADA AT MOAB TOWNHOME SUBDIVISION;
PHASE 5; MOAB CITY; GRAND COUNTY; UTAH.
[01-ENT-0501 THROUGH 506]

ALL OF LOTS 601 THROUGH 607; ENTRADA AT MOAB TOWNHOME SUBDIVISION;
PHASE 6; MOAB CITY; GRAND COUNTY; UTAH.
[01-ENT-0601 THROUGH 0607]

ALL OF LOTS 701 THROUGH 704; ENTRADA AT MOAB TOWNHOME SUBDIVISION;
PHASE 7; MOAB CITY; GRAND COUNTY; UTAH.
[01-ENT-0701 THROUGH 704]

Exhibit “B”

BYLAWS

BYLAWS

FOR

ENTRADA AT MOAB HOA, INC.

The following are adopted as the administrative Bylaws for Entrada at Moab HOA, Inc. (“Association”), a Utah nonprofit corporation.

ARTICLE I

PLAN OF LOT OWNERSHIP AND INCORPORATION

- 1.1 **Submission.** These Bylaws are adopted by the Owners of Lots in Entrada at Moab Townhome Subdivision. These Bylaws shall govern the administration of Entrada at Moab HOA, Inc.
- 1.2 **Definitions.** The words defined in Article I of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Entrada at Moab Townhome Subdivision (“Restated Declaration”), shall have the same meaning when used herein unless the context clearly requires another meaning.
- 1.3 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Restated Declaration or any amendments thereto, the latter shall in all instances govern and control.
- 1.4 **Office and Registered Agent.** The Registered Agent of the Association shall be the President, Secretary, or Attorney of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.
- 1.5 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Entrada shall be subject to and abide by these Bylaws.

ARTICLE II

ASSOCIATION

- 2.1 **Composition.** The Association of Owners is a mandatory association consisting of all Owners at Entrada.
- 2.2 **Voting.** Each Owner shall have an equal Association vote.
- 2.3 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the

Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.

- 2.4 **Annual Meeting.** The annual meeting of the Association shall be held at such suitable day, date and time as may be designated by the Board from time to time. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.
- 2.5 **Special Meetings.** The President shall call a special meeting of the Association (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association (at least 12 Owners). The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- 2.6 **Notice of Meeting.** It shall be the duty of the Secretary to give notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record. Such notice shall be given in the manner provided in Section 2.7 below.
- 2.7 **Notification by Mail, Website and Email.** Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.
- (a) If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Board of Directors for the purpose of service of such notice or to the Lot of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Board of Directors.
- (b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association Secretary shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may,

by written demand, require the Association to provide notice to the Lot Owner by mail.

- (c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Dwelling, or by securely attaching a copy of the notice to the front entry door of the Owner's Lot.

2.8 **Voting Requirements.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Restated Declaration and any rules adopted by the Association, and shall have fully paid all Assessments due. If an Owner's right to vote has been suspended due to the Owner's failure to pay assessments, or their failure to comply with the terms contained in this Restated Declaration or the Bylaws, then that owner shall not be in good standing.

2.9 **Proxies.** The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Owners or the legal representative of an Organizational Owner may be proxies.

2.10 **Quorum.** Twenty-five percent (25%) or more of the Members of the Association (12 Owners) shall constitute a quorum for the adoption of decisions, unless otherwise stated in the Restated Declaration or Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Restated Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

2.11 **Order of Business.** The order of business at all meetings of the Association shall be as follows:

- (a) roll call to determine quorum status;

- (b) proof of notice of meeting;
- (c) reports of officers;
- (d) report of special Boards, if any;
- (e) appointment of inspectors of election, if applicable;
- (f) election of Board Members, if applicable;
- (g) unfinished business; and
- (h) new business.

2.12 **Conduct of Meeting.** The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

2.13 **Suspension of Member Rights.** The membership rights and privileges (including the right to use the Association's pool and hot tub), together with the voting rights of any Member may be suspended by the Board, in accordance with the Restated Declaration, and for the below reasons:

- (a) **Failure to Pay Assessments.** For any period of time during which the Assessment on that Member's Lot remains unpaid.
- (b) **Infractions.** For any other infraction of the provisions of the Restated Declaration or the Rules and Regulations, for a period of (i) up to thirty (30) days for a single violation, or (ii) for a continuous violation, as long as the violation is occurring.
- (c) **Limitation.** Notwithstanding the foregoing, no such suspension shall affect the rights of that Member to access to his or her Lot.
- (d) **Hearing Procedure.** Except for an Owner who is delinquent in the payment of assessments, the Board shall not suspend an Owner's voting rights for violations of the Restated Declaration or the Rules and Regulations unless and until the following procedure is followed:
 - i. **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (a) the alleged violation; (b) the action required to abate the violation; and (c) the time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.
 - ii. **Notice.** If the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its authorized representative shall serve the violator with written notice of a hearing to be held by the Board or an authorized committee thereof

in executive session. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; (c) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and (d) the proposed sanction to be imposed.

- iii. **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard has been complied with shall be placed in the minutes of the meeting. Proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Board member, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- iv. **Appeal.** If the hearing is before a committee of the Board, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association or the professional manager thereof within ten (10) days after receipt of notification of the decision.

ARTICLE III BOARD OF DIRECTORS

3.1 **Powers and Duties.** The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Restated Declaration, and may do all such acts and things necessary to operate and maintain Entrada. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Restated Declaration, the Board shall be responsible for at least the following:

- (a) Preparation of an annual budget;
- (b) Determining the annual assessment of each Owner;
- (c) Managing the Association;
- (d) Maintaining the Common Area;
- (e) Collecting the Assessments;
- (f) Depositing the collections into a federally insured interest bearing account or accounts;
- (g) Adopting and amending rules and regulations;
- (h) Enforcing the Entrada governing documents;
- (i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

- (j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Restated Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (k) Commencing legal action when necessary;
- (l) Purchasing and maintaining insurance for the Association and the Board;
- (m) Paying the cost of all services rendered to Entrada and not billed directly to Owners of individual Lots.
- (n) Keeping books and records of the Association;
- (o) Providing common utility services as needed;
- (p) Giving notice of alleged violations of Entrada governing documents and providing the alleged violator the opportunity to be heard;
- (q) Levying rules, fines, sanctions and citations;
- (r) Making emergency repairs;
- (s) Towing or impounding motor vehicles;
- (t) Evicting non-Owner residents in material violation of Entrada governing documents or who have created and failed to abate a nuisance; and
- (u) Doing such other things and acts necessary to accomplish the foregoing.

3.2 **Composition of Board of Directors.** The Board of Directors shall be composed of three (3) members of the Association, which members shall be determined by the Owners at each annual meeting.

3.3 **Qualification.** Only individual Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership. Only one Owner per Lot shall serve on the Board at any given same time.

3.4 **Election and Term of Office of the Board.** The term of office of membership on the Board shall be two (2) years and each member shall serve on the Board until such time as his successor is duly qualified and elected.

3.5 **Initial Organizational Meeting.** The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.

3.6 **Regular Meetings.** Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than quarterly.

3.7 **Special Meetings.** Special meetings of the Board may be called by the President, Vice-president or a majority of the members of the Board on at least forty-eight (48) hours' prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone or electronic means, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.

- 3.8 **Waiver of Notice.** Before or at any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any such meeting of the Board shall constitute a waiver of notice. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 **Quorum.** At all meetings of the Board, a majority of the Board members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no shorter than two (2) days nor more than five (5) days and give notice of the rescheduled meeting to the Board members not in attendance. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.10 **Vacancies.** Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a Board meeting held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.
- 3.11 **Removal of Board Member.** A Board Member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any Board Member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings in any twelve-month period or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.
- 3.12 **Compensation.** No member of the Board shall be compensated for his/her services on the Board. Notwithstanding the foregoing, all Board members shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.
- 3.13 **Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:

- (a) **Open Meetings.** A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to Executive Session, and prohibiting photographs and/or any electronic (video or audio) recordation of the Board meetings, or any part thereof.
 - (b) **Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
 - (c) **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.
- 3.14 **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

ARTICLE IV NOMINATION AND ELECTION OF BOARD MEMBERS

- 4.1 **Nomination Process.** The process for the nomination and election of the Board of Directors shall proceed as set forth herein.
- 4.2 **Nominations.** The names of the candidates recommended by the Board may be included in the Notice of the annual meeting sent to members of the Association, and may be included on proxy and absentee ballots sent to members. Write-in candidates are permitted. Nominations may also be received from members of the Association from the floor at the annual meeting of the members.
- 4.3 **Election.** At the annual meeting for the election of new Board members, the Board may prepare and distribute a ballot to each Owner. Owners who do not attend the meeting may vote by proxy. Each Lot Owner is entitled to vote as provided in the Restated Declaration and Bylaws. Voting shall be by secret ballot only if required by the Restated Declaration.

ARTICLE V OFFICERS

- 5.1 **Designation.** The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All

officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.

- 5.2 **Election of Officers.** The officers of the Association shall be elected by the members of the Board of Directors at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board of Directors at a regular meeting or special meeting called for such purpose.
- 5.3 **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed from such office, but not from the Board itself, at any time by the affirmative vote of a majority of the Board, and his successor to such office may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.
- 5.4 **President.** The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.
- 5.5 **Vice-president.** The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.
- 5.6 **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known mailing and email addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.
- 5.7 **Treasurer.** The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as

Treasurer and of the financial condition of Entrada.

ARTICLE VI FISCAL YEAR

- 6.1 The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

ARTICLE VII AMENDMENT TO BYLAWS

- 7.1 **Amendments.** Except as otherwise provided herein, new Bylaws may be adopted or these Bylaws may be amended or repealed by the vote of fifty-five (55%) of the Eligible Voters or by the written consent of such Members. Notwithstanding the foregoing, no material amendment to these Bylaws shall be made without (i) the approval of at least fifty-one percent (51 %) of the Eligible Mortgagees, and (ii) the consent (by vote or written consent) of Members representing fifty-five percent (55%) or more of the Eligible Voters within the Association. The term "material amendment" as used herein shall be defined to mean additions or amendments to provisions of these Bylaws which establish, provide for, govern or regulate any of the following: (a) voting; (b) Assessments, Assessment liens, or subordination of such liens; (c) reserves for maintenance, repair and replacement of Common Area; (d) insurance or fidelity bonds; (e) rights to use of the Common Area; (f) responsibility for maintenance and repair of the several portions of the Property; (g) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (h) boundaries of any Lot; (i) the interests in the Common Area; (j) convertibility of Lots into Common Area or of Common Area into Lots; (k) leasing of Lots; (l) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; or (m) any provisions which are for the express benefit of Eligible Mortgagees or Eligible Insurers or Guarantors on any Lot. Any Eligible Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

ARTICLE VIII COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

- 8.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Restated Declaration.
- 8.2 **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Restated Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Restated

Declaration.

- 8.3 **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 8.4 **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 8.5 **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
- 8.6 **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term “shall” is mandatory and “may” permissive.
- 8.7 **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Grand County.

Exhibit "C"

MAINTENANCE CHART

The following chart defines the division of responsibility for maintenance and payment of repairs of various areas between the Entrada at Moab HOA, Inc. and the Owners.

	EXTERIOR	HOA	OWNER
1	Maintenance of, repair, paint and replace roof, stucco, soffit and fascia	X	
2	Maintenance of, replace and repair of exterior stone	X	
3	Maintenance of, replace and repair of front steps and sidewalk	X	
4	Maintenance of, replace and repair of concrete foundations	X	
5	Maintenance of, replace and repair exterior decks	X	
6	Maintenance of, replace and repair of patios, and balconies, including any concrete associated with those areas	X	
7	Maintenance of and replace and repair of (a) perimeter fences that were installed by a contractor at the time a Dwelling was first constructed. This includes any privacy fences between patios that were built at the time the Project was originally constructed.	X	
8	Maintenance of and replace and repair fences constructed by an Owner (all fences must be approved by the Board before constructed).		X
9	Maintenance of, replace and repair of rain gutters and downspouts	X	
10	Replacement, maintenance and repair of doors, hinges, frames, thresholds, locks, doorbells and chimes		X
11	Replacement, maintenance and repair of garage floors and doors		X
12	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames		X
13	Replacement, maintenance and repair of all yard lights that use electricity from the Lot.		X
14	Replacement, maintenance and repair of all lights attached to the exterior walls		X
15	Maintenance of gas lines and electric wiring connections from the meters to the Lot		X
16	Maintenance of water system from the outside entry through the foundation and throughout the Lot. This includes the outside faucets and hose bibs, including any garage hose bibs. Any damage caused by this portion of the water system is the liability of Lot Owner		X
17	Replacement and repairs to common area water spigots, bibs and sprinklers	X	

18	Replacement, repair and maintenance of phone lines, TV cables, and air conditioning		X
19	Lot Owner improvements: windows, interior vents and similar items		X
20	Replacement, maintenance and repair of sprinkler lines and heads in common area	X	
21	Maintenance of, replace and repair of a driveway, including any cement associated with a driveway, even when the driveways is part of the limited common area associated with a unit	X	

	INTERIOR	HOA	OWNER
22	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, interior vents, dryer vents, air conditioners, water heaters, and intercom, telephone, and computer wiring and networks		X
23	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets including switches and light fixtures		X
24	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves		X
25	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal settling		X
26	Repairs of damage resulting from static water or seepage of water from any underground source except water and sprinkler system failures.		X
27	Repairs of damage resulting from surface water		X
28	Repairs of damage to interior of a Dwelling resulting from static water, rain, or seepage of groundwater		X

	GROUNDS	HOA	OWNER
29	Flowers, trees and shrubs in the Common Area and on individual Lots (excluding items planted by an Owner)	X	
30	Lawn watering system on Common Area, if any	X	
31	Snow removal: Decks, patios and balconies on a Lot.		X
32	Snow removal: Common Area roads, driveways, and all walkways (and steps) leading to a Dwelling	X	
33	Maintenance, repair and replace driveways, steps and porches, including any such areas that are part of the Limited Common Area	X	

	OTHER	HOA	OWNER
34	Garbage and recycling placement into Dumpster Enclosure		X
35	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each Dwelling	X	
36	Maintain and replace the pavilion, central hot tub, pool and any associated improvements, such as pool lights and pool house internet	X	
37	Private hot tubs		X
38	Exterior pest control, as determined necessary by the Board	X	
39	Interior pest control, including any termite issues		X
40	Maintain, repair and replace the central Dumpster Enclosure, including associated fence and gate	X	