
Entrada Property Owners Association

Reference Manual

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Definition of Terms

Entrada at Snow Canyon	means that 811 acre residential development composed of 895 residential sites surrounding an 18 hole golf course, located off Snow Canyon Parkway in St. George, Utah.
Country Club	means the 184 acre golf course complex located in the Entrada development, including its maintenance area, clubhouse, sports center, and associated parking lots.
Common Areas	means all areas of the Entrada residential property other than the residential lots, including the roads, project perimeter walls, planted desert areas, mail drops and certain water features.
Limited Common Areas	means certain areas of the Common Areas that are reserved for use limited to Owner(s) of a certain Unit or Units to the exclusion of the other Owners.
Community-Wide Standard	means the conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Trustees (defined below) and the Entrada Design Review Committee (EDRC).
The Property	means the entire Entrada environment including the residential lots and the Common Areas.
Owners	means the owners of the Entrada residential lots and the residences constructed thereon.
EPOA or the Association	means the Entrada Property Owners Association, a non-profit Utah corporation established to provide services to the Owners who comprise its membership and pay fees for the services.
CC&Rs	means the legal document titled Entrada at Snow Canyon Covenants, Conditions, and Restrictions which was created when Entrada was established. The CC&Rs govern the conduct of the Developer, the Owners, and the responsibilities and operation of EPOA and its Standing Committees.
Community	means the Property, Common Areas, and the Owners together which constitute a residential living environment.
Community Rules	means rules established by the original Entrada CC&Rs, and additionally by EPOA, to govern the conduct of the Owners, their guests, representatives and those who enter the Property.

**EPOA Reference Manual
or Manual**

means a document published and maintained by EPOA and distributed to Owners. The Manual contains a description of EPOA, its operating methods and fees, the Community Rules, EPOA Service Standards, general information, and the CC&Rs.

Board of Trustees

means the up to nine Owners and Master Developer Representatives elected or appointed to serve as Trustees of EPOA.

**Entrada Design and
Review Committee**

means the up to seven Owners and Master Developer Representatives appointed by the Board of Trustees.

Service Standards

Means those standards that define in detail the scope and quality of the services to be performed by the Service Companies and the Management Company.

Introduction

Purpose of this Manual

The purpose of this reference manual is to provide general and detailed information to Owners of residence sites at Entrada (herein the Owners) about the nature of the Entrada development (herein the Property and/or the Community).

The manual explains the nature and purpose of the Entrada Property Owners Association (herein the EPOA) and its services and fees. It presents the Community Rules and the Service Standards (as set forth below) which define how the Rules are implemented. Finally, it defines and documents procedures for the EDRC which establishes architectural standards and controls construction in the Community.

The manual is periodically revised and reissued. If these rules conflict with the community CC& R's, By-Laws or Articles, those recorded documents control. Owners are encouraged to suggest additions and changes to its content which will expand its usefulness.

Liability

This manual is intended solely to assist Owners by providing general and detailed information. The EPOA and its officers and directors accept no liability for actions or events relating to its contents. Owners and their guests who desire protection from personal injury, theft, property damage, and other risks should obtain their own insurance to provide that protection. Owners, guests, and other entities shall not depend in any way on the security or other procedures and matters set forth in this manual as a basis for bringing lawsuits against the EPOA or its officers or directors.

Entrada Environment

Entrada is an approximately 811 acre upscale residential community located in Saint George and Santa Clara, Utah.

The Community features an 18-hole championship golf course with clubhouse and a sports and fitness center with outdoor sports facilities. The community contains several miles of private gated roads providing access to a number of neighborhoods of Patio Homes, Custom Homes, and Nightly Rental Units. There are numerous common areas and facilities including mail drops, parking spaces, entrance features and gates, walls, water features, heated swimming pool/spa, and theme sculptures. The Community is maintained all year for the use of permanent, seasonal, and occasional residents.

Entrada Ownership

Entrada was designed and developed by The Entrada Company (herein the Master Developer). The clubhouse, golf course, and sports center complex is called the Entrada At Snow Canyon Country Club and is independently owned and operated by the Entrada at Snow Canyon Country Club Inc. (herein the Country Club). The Country Club offers golf and social memberships which provide special privileges, available to Property Owners in Entrada and other Country Club approved developments. The Country Club manages its own facilities separate and apart from the EPOA and sets its own dues.

Entrada Residences

The residence sites at Entrada are of three types: Patio Homes, Nightly Rental Units and Custom Homes.

Patio Homes include neighborhoods known as Paiute Springs, Kachina North, Kachina South, and Kachina East, Anasazi Villas, Toroweap and Shinava Plateau. The Patio Home residences which may be constructed on these sites within each neighborhood are of similar designs in a variety of sizes and customized floor plans, a common exterior style and appearance. The landscaping features are typically maintained by the EPOA.

Nightly Rental Units include the neighborhood known as The Inn of Entrada and are intended for the use and occupancy as single family residence or as a short-term rental for nightly, weekly, monthly, or similar short occupancy. These units are of similar designs all of which have a similar exterior style, appearance, and have various amenities which are maintained by the EPOA.

Custom Homes include the neighborhoods known as Chaco Bench, Anasazi Hills, Kachina Cliffs and Lava South. The Custom homes which may be constructed on these sites must be compatible with the Entrada environment and the architectural standards established and administered by the EDRC. See the *EDRC Appendices Section of this manual*.

Entrada Owners Association

The Entrada Property Owners Association is a Utah Non-Profit corporation. It is defined by the *Articles of the Incorporation of Entrada At Snow Canyon Property Owners Association* as restated in 1995 (herein the Articles), the *1995 By-Laws of Entrada At Snow Canyon Property Owners Association* (herein the By-Laws) and the *Entrada 3rd Amended and Restated Declaration of Covenants, Conditions, and Restrictions* as restated in 2006 (herein the CC&Rs). See copies of these documents in the *Appendices* section of this manual.

The EPOA is composed of all Owners of residence sites in the Entrada development. These Owners are members of the EPOA and each residence site has one vote in Association matters.

The EPOA owns the areas of Entrada which are shared by the Owners. These shared areas are referred to as the Common Areas (herein the Common Areas), and they consist primarily of roads, bridges, lights, washes, fences, gates, utility buildings and open spaces.

Purpose of the Association

The purpose of the Association is to administer, operate and maintain the Common Areas and other property within the Community and to enforce the CC&Rs and the Community Rules stated herein.

Association Board of Trustees

The affairs of the Association are managed by a Board of Trustees composed of uncompensated Owners and Developer appointees which is also known as the Management Committee. Three of the Trustees are designated as officers of the Association and are identified as the President, Secretary, and Treasurer. The current roster of members of the Board of Trustees of the Association is provided in Appendix A.

Administration of the Association

The Association maintains service contracts to administer its affairs under the direction of the EPOA. A management services company (herein the Management Company) is responsible for accounting, billing, meetings, communications, and other administrative matters. The EPOA also contracts with various other service companies who provide security, landscape maintenance and facilities maintenance services to Owners.

Management, Security and Service Companies Contact Information

The current name, address and contact information of the Management, Security and Service Companies currently retained by the EPOA can be located at Appendix A of this manual.

Meetings

The Board of Trustees of the EPOA meets 6 times a year, and at other times as necessary, to administer EPOA matters and to establish general policies for the EPOA. When appropriate, the Board issues reports to the Owners on the status of the EPOA.

An Owners meeting is held on the Property the 2nd Thursday of November each year. At least 30 days prior to the meeting, Owners are sent by mail a notice of the meeting and a voting proxy. The meeting is devoted to a general and financial

presentation to the Owners by the Directors and voting on any major issues which require Owner participation.

The Management Company organizes and prepares Board and Owner meetings, and it takes minutes, issues communications, and maintains comprehensive document file records of EPOA activities.

These records are the property of the EPOA and shall be surrendered to the EPOA on request, and upon termination of any service contract.

Services and Fees

Obligations of the EPOA

The services and associated fees to be provided and administered by the EPOA are generally defined in the *CC&Rs* and as stated herein.

Administration of Services and Fees

The EPOA provides a variety of recreational, security and maintenance services to all Owners at Entrada. Owners are charged a monthly fee (billed monthly) for these services, and this fee varies with the neighborhood where the lot is located. These security and maintenance services are performed by Service Companies under the direction of the EPOA. The EPOA also provides administrative services which include billing, collecting, payment, accounting, and general management activities associated with Owners fees and EPOA obligations. These administrative services are performed by the Management Company under the direction of the EPOA.

Fees Related to Associate Memberships at Entrada Country Club

Included in your monthly assessment is a right to use the Country Club recreational and dining facilities except for the golf course and golf locker room facilities. Associate membership benefits are available to those Owners in good standing who did not “opt out” of this program. Please consult with the country club manager for more information on this membership.

Definition of Services

The nature, extent, and quality of services to be performed by the Service Companies are defined in written Service Standards (herein the Standards).

Common Areas Services

Regular services to Common Areas include the following:

- Security of all areas via guard stations, periodic guard patrols, and electronic gates.
- Landscape maintenance and weed and pest control of entrances, mail drops, roundabouts, and other shared areas.
- EPOA wall and associated landscaped margins maintenance.
- Pool, spa, restroom, barbecue area, and grounds maintenance at the Paiute Springs recreation facility.
- Litter removal and street cleaning of EPOA roads, and Common areas.

- Surface maintenance of EPOA roads, tunnels, cart paths, and walkways.
- Operational, structural, and appearance maintenance of EPOA bridges, fences, lighting systems, gates, and utility structures.

Custom Home Services

In addition to the Common Areas services, the following regular services are performed for Custom Homes Residences or sites.

- Associate membership at Entrada Country Club
- Cable television service.
- Street and sidewalk common area maintenance

Patio Homes Residence Services

In addition to the Common Areas services, the following regular services are performed for Patio residences or sites:

- Associate membership at Entrada Country Club
- Landscape maintenance of completed homes and vacant lots.
- Cable television Service
- Water feature maintenance (where applicable)

The Inn at Entrada Services

In addition to the typical patio home services, the Inn at Entrada provides expansive services to those owners who are a part of the “Nightly Rental Pool”. Please contact The Inn at Entrada Management for additional information.

Schedule of Fees

The fees currently charged monthly by the EPOA for the services it renders to Owners can be found at Appendix B.

Adjustments to Services and Fees

The regular services provided and the associated fees charged to Owners are periodically reviewed by the EPOA Board of Trustees. Adjustments to fees and services are made as required to improve the Association's performance and to maintain its operations on a financially viable basis.

Community Rules

Definition, Purpose, and Enforcement

The requirements for conduct of Owners are officially defined in the *CC&Rs*. See *Appendix H* of this manual. Following are restated versions of some of these requirements, and additional requirements which have been proposed, ratified, and adopted by the EPOA. These requirements of Owners, their guests, vendors, and other visitors, shall be known as the Entrada Community Rules.

The purpose of the Community Rules is to establish and maintain a clean, orderly, friendly, and pleasant residential atmosphere for all Owners. A positive and supportive attitude toward these rules by Owners will aid in maintaining a pleasing quality of life in the Community.

The Community Rules presented herein shall be applied and enforced to the maximum extent possible by the security staff provided by the Security Service Company under contract to the EPOA. Enforcement which cannot be reasonably made by the security guards shall be the responsibility of the EPOA. Methods of enforcement by security guards are described in the *Security and Related Services* Standard presented in the *Service Standards* section of this manual

Owners who violate Community Rules should expect to be approached and notified by the on-duty security guard who observes or is otherwise advised of the violation.

Owners who repeatedly violate the Community Rules should expect corrective action to be taken against them by the EPOA in accordance with all applicable provisions of the *Articles, By-Laws, CC&Rs*, and the Enforcement section in this manual.

Community Access

The Community is considered private property, and access to the Property shall therefore be restricted to the extent consistent with its open physical features and location, its inclusion of a private golf course, the desire to maintain friendly relations with the public and surrounding communities, and the need to minimize the liability of Owners and the EPOA.

The on-duty security guard shall have full authority to deny access to anyone other than Owners based on the Community Rules and other requirements herein. Non-Owners (visitors) who the guard perceives to be undesirable based on initial consistently denied access.

Owners, Country Club Members and Guests of the Inn of Entrada shall have free access at all times. Owners' and Country Club Members' automobiles shall be identified with Entrada window decals to make them immediately known to guards at the guard building, and Owners and Country Club Members only shall be equipped with hand-held radio transmitters for opening of the electronically controlled gates. Decals and transmitters shall be available on request from the security staff at the Main Entrada guardhouse.

To ensure reasonable security while allowing limited access by non-Owners, the on-duty security guard shall keep an accurate record of the identification of all Owners' guests, vendors, and members of the public who are granted access or are otherwise encountered on the Property. The guard shall take this information from visitors when they arrive at the guard Building, or when they are encountered on the property during the guard's periodic inspection tours. The information shall be entered on the *Daily Visitors Record*, Form EPOA-004. See Appendix D of this manual.

The requirement for visitors to provide identification information is intended to be an inoffensive deterrent to members of the public and surrounding communities who may occasionally seek access.

Owners shall advise their guests they may be asked for identification information whenever they are initially encountered by the on-duty security guard.

No one other than Owners, Country Club Members, Emergency Services Personnel and authorized Security Company, Country Club and Management Personnel shall be eligible to receive radio transmitters for automatic gates. Construction company personnel shall be required to use the Main Gate entry, except in the case of vehicles accessing the Kachina neighborhoods which shall be allowed to enter through the Kachina East gate by communicating with the Kachina Gate Guard Station.

Owners shall encourage their construction companies to submit a list of all construction personnel to the Service Company prior to commencing construction to simplify maintaining the Visitors Record.

Solicitors

Solicitors shall not be admitted to the Property by the security staff and if found in the property shall be escorted off property.

Residence Use

Owners shall use their sites and/or residences for single family residential purposes, only, and for such incidental purposes as may be specifically approved by the EPOA.

Owners shall use and/or occupy their sites and residences in a manner consistent with all applicable governmental rules and regulations.

Residence Rental

Rental of residences is allowed provided that:

- 1) the minimum lease term is not less than six months, and
- 2) the tenants shall be viewed as guests of the Owner landlord therefore, the Owner landlord is responsible for ensuring that tenants conduct themselves in strict accordance with the Community Rules, and
- 3) the owner shall provide adequate garage parking for their tenant's vehicles, and
- 4) The owner shall notify the EPOA in writing of the leasing of his/her property.

Time-sharing rentals or similar arrangements, whereby the use of a residence is in effect allocated between different persons for separate repeating time intervals, is expressly prohibited. Residences at the Inn at Entrada may have shorter rental periods provided that they are a participating in "The Inn at Entrada Nightly Rental Pool Program".

The EPOA is specifically authorized to adopt rules and regulations governing residence rentals and any rental management operations which may be proposed or implemented. The EPOA does not participate in residence rental activities in any way. Any liability arising from an Owner's rental of a residence shall be solely that of the Owner.

General Conduct of Owners and Guests

Owners and their guests shall conduct themselves in a responsible, friendly, and dignified way which contributes to the establishment and preservation of a pleasant residential living environment.

Owners and their guests shall refrain from disorderly or unbecoming conduct, and shall occupy and use their residences for single family residential purposes only, and for such incidental purposes as shall be specifically approved by the EPOA. Owners shall not operate from their residences any businesses which generate traffic on the Property or create an unacceptable environment for the neighborhood.

Owner Responsibility for Guests

Owners shall be responsible for advising their guests of the Community Rules, and for ensuring that such guests abide by these rules.

Children

Owners shall be responsible for the conduct of their children and the children of their guests, ensuring that their behavior is neither offensive to other Owners nor damaging to the Common Areas or residences of other Owners.

Noise and Odors

Owners shall not make or permit any disturbing noises or noxious or offensive odors that may interfere with the rights, comforts, and convenience of other Owners, regardless of the time of day. Special effort shall be made to maintain quietness between 10:00 pm and 8:00 am.

Maintenance of Common Areas

The Common Areas and associated facilities shall be kept clean, sightly, and operable at all times. It shall be the responsibility of the Maintenance Service Companies to ensure these conditions, but Owners shall take special care not to litter the Common Areas or to take actions which might render facilities inoperable. Owners shall report to the on-duty security guard any undesirable conditions they observe in the Common Areas.

General Maintenance of Residence Sites

Owners shall maintain their residence sites and all structures thereon in a clean, orderly, sightly, and safe condition.

Clotheslines shall not be used. All personal property shall be stored and appropriately screened from the public view when not in use, or when such equipment may interfere with the regular landscape maintenance to be performed by Maintenance Service Companies.

No broadcast radio or UHF data antennae shall be permitted. A satellite dish or UHF data antenna may be installed provided that it is 24" or less in diameter, painted to match the home and is substantially shielded from view. The location, color and method of screening shall be approved by EDRC prior to installation.

Periodic Maintenance of Custom Homes Residences

In addition to the foregoing general residence maintenance requirements, Owners of Custom Homes residences shall at their own expense and discretion periodically restore the exterior appearance of their residences as necessary to maintain an attractive appearance consistent with community standards. The restoration shall include, but not be limited to, periodic repainting or resurfacing of residence exteriors and the maintenance of landscape vegetation. The Service Company

shall periodically inspect each Custom Homes residence with its Owner present and shall make a list of restoration requirements. These requirements shall be communicated to Custom Homes Owners via the *Residence Inspection Report*, Form EPOA-002. See *Appendix D* of this manual.

**Periodic Maintenance of
Patio Homes Residences.**

Owners of Patio Homes residences shall at their own expense periodically restore the exterior appearance of their residences in accordance with specific standards established by the EPOA and administered by the Service Company.

The restoration shall include, but not be limited to, periodic repainting of residence exteriors, and the Service Company shall periodically inspect each Patio Homes residence with its Owner present and shall make a list of restoration requirements. These requirements shall be communicated to Patio Homes Owners via the *Residence Inspection Report*, Form EPOA-002. See *Appendix D* of this manual. Owners should be aware that landscape damage during the first year after construction of a patio home is the responsibility of the builder, not the Association. After this period the Association assumes responsibility. Initial installation of landscape plantings plant growth will result in fewer plants being needed for maintenance of a pleasant landscape; therefore, the Association may remove rather than replace some plantings.

**Vehicle Parking and
Garage Doors**

Owners shall park their automobiles in their garages and not on the driveways or roads. Owners shall keep their garage doors closed at all times other than times of entry or exit, or when the garage is actively being used. Guests are to park their vehicles in designated off street parking in the Patio Homes neighborhoods and in the Owner's driveway in the Custom Home neighborhoods. Guests will be allowed in the respective area for a maximum of one (1) week. Longer parking will require special permission from the EPOA.

**Use of Parking Facilities
and Roadways**

Owners shall not permit designated parking spaces to be used for purposes other than to park automobiles. Motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment shall not be parked in designated parking spaces or on roadways except that motor homes and RVs will be allowed for a provisioning or cleanup period not to exceed 36 hours. Violators will be subject to towing without notice.

Use of Lawn Areas

Owners shall not use lawn areas of residences or Common Areas for any activity which might interfere with the rights, comforts, or convenience of other Owners. Owners planning to

use these areas for parties or other gatherings shall notify the Service Company and affected neighbors well in advance. In no event shall the lawn areas of Patio Home residences or Common Areas be used for golf practice. This rule does not pertain to putting green areas installed as a part of an approved landscape plan.

Art Objects

Art objects shall not be installed outside of the Building Envelope nor may they be visible to the surrounding area without written prior approval from the EDRC.

Dogs, Cats, and Household Pets

Regarding pets, residents shall be mindful of their neighbors. The keeping of dogs, cats, and other household pets by Owners shall be permitted subject to the responsible control of such pets by their Owners.

Pets shall not be allowed at any time to run at large on any portion of the Common Areas or on residence sites other than those of the pet Owner. Rather, they shall be restrained, controlled, and kept in the immediate proximity of their Owners at all times to ensure they do not cause a nuisance to other Owners, hazards to themselves or community traffic, or the harassment or endangerment of wildlife.

Owners shall at all times impose control and restraint of their pets and keep them in their immediate proximity by use of a suitable leash or tether. Dog runs are not allowed at Entrada. Pets may not be left outside on residence sites without the presence and controlling supervision of their Owners.

Owners shall be responsible for clean-up of any droppings or messes produced or caused by their pets. Restoration or replacement of turf killed or excessively fertilized by pets shall be performed in a timely manner by the Maintenance Service Company. Pet feces on any portion of patio home or common property shall be immediately removed by the pet owner.

Dogs, cats, or other pets which are not owned by an Owner or the Owner's family or guests shall not be allowed on the Property at any time.

The Security Service staff will attempt to notify owners of pets in violation of these rules but will notify the city of St George Animal Control Office for repeated or unresolved violations.

**Hunting, Fishing, Guns,
and Fireworks**

Owners shall not conduct hunting or fishing activities of any kind on the Property. Owners shall not discharge firearms, firecrackers or fireworks at any time within the confines of Entrada.

Swimming and Boating

Swimming and boating in lakes or streams on the Property is strictly prohibited. All swimming shall be restricted to appropriate facilities on Owners sites, the Sports and Fitness Center or the Paiute Springs pool.

**Paiute Pool and
Recreation Area Use**

The use of the Paiute Pool is restricted to Owners and their guests, exclusively. Guests of guests are not allowed. The Paiute pool hours are 8:00 A.M. to 10:00 P.M. Please be advised that there is no lifeguard on duty, therefore, all Owners and guests swim at their own risk. At no time will children under the age of 14 be allowed into the pool area unless accompanied by an adult.

Entry to the pool area is controlled with the use of assigned pool passes to each Owner in good standing in the EPOA and the Owner will be responsible at all times for the use of this key. Passes shall be displayed in plain sight during pool use. Owners and their guests are allowed to use the barbeque and lounge areas for small gatherings with the provision that the Owner is responsible for returning the area to a neat and tidy appearance. Owners will be responsible to see that noise levels are kept at a minimum so as not to disturb nearby neighbors. Additional pool rules and regulations are posted at the pool.

**Paiute Pool Violations and
Criminal Trespass**

All residents are to report violations that occur in the pool area by reporting the lot number with all the details of the violating party to the Security personnel. If the pool is being utilized by others than Owners and their guests, the pool pass used to gain entry shall be confiscated by Security personnel and the Owner can be subject to a fine and loss of privileges.

Individuals that are not the Owner or guest of the owner will be subject to eviction, fine or arrest for criminal trespass.

Signs and Lights

Owners shall not permit signs of any kind to be displayed to the public view from their residence site or from the appurtenant Common Areas except for the instances described in the EDRC Guidelines. Owners shall not install or operate any lights which emit or reflect light which is unreasonably bright or causes unreasonable glare for any adjacent or nearby Owner.

**Temporary Winter Holiday
Lights**

A **discrete** installation of temporary winter holiday lights, may be permitted provided that they are installed no sooner than

December 10th and are removed no later than January 10th for a total of no more than 30 consecutive days. Only lights of the “mini light bulb type” size or smaller shall be allowed, preferably “clear” in color, and no other types of decorations shall be allowed under this provision. The EDRC may place additional restrictions on a homeowner if it deems that a homeowner’s holiday lights emit or reflect light which is unreasonably bright or causes unreasonable glare for any adjacent or nearby Owner. Failure to remove the lights in timely manner is subject to a fine. See Enforcement and Fines.

Operation of Automobiles, Motorcycles, Golf Carts and Motorized Vehicles

Owners shall operate automobiles, motorcycles, golf carts and all other motorized vehicles carefully and responsibly at all times, and in strict accordance with all city and posted speed limits and traffic rules. Vehicle operation shall be limited to licensed drivers.

Off-Road Vehicles

The use of off-road and similar vehicles including but not limited to ATV’s and dirt bikes is expressly prohibited. Only golf carts and licensed motor vehicles shall be operated.

Biking, Jogging, and Roller Skating

Owners and their guests may use the Common Area main roads for biking, jogging, and roller skating, provided such activities are conducted responsibly and safely and on paved areas only. Owners conducting these activities shall obey posted and common rules of the road and shall vigilantly look for automobiles and other participants.

Trash Management

Owners shall set out their trash for regular pick-up which is provided by St. George or Santa Clara City. Trash shall be contained in containers provided by the pick-up company and shall be placed on the street in front of the residence and prepared in accordance with the city’s requirements. Trash containers should be placed on the street no sooner than one day before pickup and should be removed no later than the day after pickup. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view.

Lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall not be kept, stored or allowed to accumulate on residence sites.

Temporary Structures

Temporary structures, such as trailers, tents, shacks, or other similar buildings, shall not be permitted on any residence site, except during construction as specifically authorized by the EDRC.

Residential Development Permits

Owners shall not erect, place, or alter any residence structure or residence site until a written affirmative response has been received to an *Application for Residential Development*, Form EPOA-005, from the EDRC. See the *EDRC* and *Appendix E* sections of this manual.

General Maintenance of Construction Sites

General Contractors must be pre-approved by the EDRC in order to construct Improvements in Entrada. Each owner is responsible for hiring contractors and subcontractors licensed in Utah to construct the owner's residence or other Improvements. Contractors, subcontractors, equipment operators and their employees are the responsibility of the Lot Owners employing them. The owner or owner's general contractor or superintendent is required to provide someone on-site with adequate authority to receive deliveries and direct suppliers and subcontractors. The owner is responsible for making certain that all construction personnel are familiar with and obey the rules governing their activities at Entrada at Snow Canyon.

Each general contractor or superintendent is responsible for familiarizing their employees, subcontractors and suppliers with all relevant construction requirements and provisions in the Design Guidelines. Each general contractor or superintendent is responsible for controlling employee work hours, and controlling any activities of employees that may be deemed as an annoyance or nuisance to lot owners. The owner or owner's general contractor or superintendent are required to construct the residence and surrounding Improvements according to the plans, specifications and revisions approved in writing by EDRC. All equipment operators must possess an appropriate driver's license. All vehicles must be parked on one side of the street.

It is the responsibility of the owner and the general contractor to see that all of these construction site conduct rules are being followed. The general contractor, job superintendent, and their employees, subcontractors and suppliers shall comply with the following rules:

- Once a Lot Owner commences construction, construction must continue in a professional and timely manner until the residence is completed, a certificate of occupancy is issued and landscaping installed. Construction must be completed within one year unless extended by the EDRC. If there is any delay in continuing construction once commenced, the EPOA may levy a fine against the Owner until work resumes in a professional and customary manner.

- Construction hours on and around the exterior of the structure shall be limited to:

September 16 - May 14

Monday through Friday

7:00 a.m. - 5:30 p.m.

Saturday

8:00 a.m. - 4:00 p.m.

May 15 - September 15

Monday through Friday

6:00 a.m. - 7:00 p.m.

Saturday

8:00 a.m. - 5:00 p.m.

- Parking by the Contractor, its subcontractors, workers and all suppliers shall be strictly limited to one side of the street. All personal vehicles of subcontractors and workers that cannot be accommodated on one side of the street, or that cannot be parked off the pavement on the Lot, shall be parked outside the Project. The Entrada Main Entrance and Kachina East are the only entrances to be used during construction, unless a construction road is installed for that purpose.
- All temporary toilets and dumpsters at the Project shall be brown in color. Temporary fencing may be brown, black or green. No other colors shall be allowed at the Project.
- Temporary toilets, dumpsters and building materials may not be placed on the sidewalks or the tree lawn area between the sidewalk and the street.
- All trash and debris shall be picked up DAILY and deposited in a dumpster provided by the contractor. This includes trash and debris blown from dumpsters onto adjacent lots. The Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Property. Any spoils generated from the site grading must be placed on the Lot and within the construction compound. No material may be placed on the street, common areas, or outside of the construction compound. Storage of spoils on adjacent property will not be permitted.
- A gravel or cinder temporary driveway must be built at the start of construction to minimize dirt from the construction site being tracked onto the street. The street in front of the Lot shall be swept or washed as needed, and not less than once each Friday during the construction process. All dirt and other debris shall be removed in such a manner as to avoid washing the same onto the adjoining street or nearby properties.

-
- The Contractor, its sub-contractor, workers or suppliers shall play no music from vehicles. No music shall be played on the construction site itself that can be heard by neighbors and golfers or in any other locations off the construction site. No animals may be brought into Entrada by a contractor or sub-contractor.
 - Trespassing on property owned or occupied by neighbors of the Owner is strictly prohibited. The use of a neighbor's hose bib, power outlet or patio furniture without that neighbor's express consent is strictly prohibited. The Contractor, its sub-contractors, workers and suppliers, shall at all times be courteous to neighbors, recognizing that the construction process imposes an inconvenience upon neighboring properties which sometimes leads to misunderstandings even in the best of circumstances.
 - All temporary construction facilities shall be subject to immediate removal upon notice by EDRC or designee and must be removed within one week after receipt of the Certificate of Occupancy for the structure.

Construction of Patio Homes Residences

For construction of Patio Home residences, Owners shall use the construction company specified by their lot purchase contract and approved by the EDRC. See the *EDRC* Appendix E.

Notification of Property Sales

Owners shall immediately notify the Management Company of any sale or other change of ownership of any residence site. Such notification shall include copies of documents suitable for official verification of the change of ownership, and shall also include complete address information for the new Owner.

Complaints and Suggestions

Owners may register complaints directly to Management Company or Service Company personnel. Complaints and suggestions may also be presented in writing to the EPOA who will relay them as appropriate to the management personnel of the affected company.

Enforcement and Fines

Violations and Method of Enforcement

Infractions of the CC&Rs or the Community Rules will be treated according to the following guidelines:

1. A warning letter will be sent to the infracting party stating the nature of the violation. The party will be given seven (7) days to begin resolution or implement resolution of the violation.
2. If there is no response to the Management personnel within this time frame, a fine of \$100.00 may be levied.
3. If the Violation continues a second letter will be sent and an additional \$200.00 fine may then be levied.
4. If the Violation continues a third letter will be sent and an additional \$500.00 fine may then be levied.

If the Owner does not respond, the EPOA may take any action it deems necessary and proper including levying additional fines, placing a lien on the Owners property or seeking damages in court.

In the event that an Owner fails to maintain their property in a manner consistent with the "Community Wide Standard" the EPOA may perform maintenance to the Owner's unit and then assess all costs incurred by the EPOA against the Owner.

If the violation is a parking violation, the Owner may be subject to the fines enumerated above as well as towing without notice.

The requirements for conduct of Owners are defined by these Community Rules, the *CC&Rs* and the *Property Design and Review Guidelines*.

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Service Standards

Nature and Purpose of Standards

Service Standards (herein the Standards) are prepared as needed by the EPOA to define in detail the scope and quality of the services to be performed by the Service Companies and the Management Company.

Security and Maintenance Services

Security and maintenance type services are defined by the following Service Standards and presented herein:

- Community Rules
- General Services
- Maintenance Services

Management Services

Administrative and management services are performed by the Management Company and are defined by the following Service Standards and presented herein.

Standards Advisory Committees

Although the Standards are written, approved, and adopted by the EPOA, advisory committees composed of Owners are regularly formed to contribute information and the preferences of Owners to the Directors.

The following Standing Committees were established by the EPOA to recommend to the EPOA the content of the Standards presented herein which apply to the services provided by the Service Companies only:

Community Rules Committee
Landscape Committee
Lakes and Water Features Committee
Communications Committee
Finance Committee

Complaints and Suggestions

Owners may register complaints directly to Management Company or Service Company personnel. Complaints and suggestions may also be presented in writing to the EPOA who will relay them as appropriate to the management personnel of the affected company.

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Security and Related Services

Applicability and Purpose

This Standard applies to the entire Entrada environment and to all parties who may be present there at any time.

The purpose of this Standard is to define the philosophy, general methods, and specific actions to be used by the Service Company to provide and enforce security and related services.

Unless otherwise specified, the services described herein are paid for by the standard monthly fees charged to Owners by the EPOA. See the *Schedule of Fees*, Appendix B of this manual.

Community Access and Security

Providing security shall be generally defined as controlling access to the Property to protect Owners' residences and property and the Common Areas, while allowing normal residential and recreational use by Owners and Country Club Members. It shall also include all types of emergency services to Owners and enforcement of certain Community Rules.

As stated in the Community Rules, the Community is considered private property, and access to the Property shall therefore be restricted to the extent consistent with its open physical features and location, its inclusion of a private golf course, the desire to maintain friendly relations with the public and surrounding communities, and the need to minimize the liability of Owners and the EPOA.

The on-duty security guard shall have full authority to deny access to anyone other than Owners, Country Club Members, Authorized Country Club Personnel and Guests of the Inn of Entrada based on the Community Rules and other requirements herein. Non-Owners (visitors) who the guard perceives to be undesirable based on initial evaluation or past experience relative to the Rules shall be consistently denied access.

Owners shall have free access at all times. Owners' and Country Club members' automobiles shall be identified with Entrada window decals to make them immediately known to guards at the guard building, and Owners and Country Club Members only shall be equipped with hand-held radio transmitters for opening of the unattended electronically controlled gates. Decals and transmitters shall be available on request from the Main Entrada Guardhouse.

Access by non-Owners shall be discouraged, but shall be conditionally allowed out of courtesy, friendliness, real estate

needs or necessity. Such access by non-Owners shall be made in accordance with the Rules at the discretion of the on-duty security guard.

When denying access to visitors, the guard shall give the visitors a courteous explanation of the denial.

To ensure reasonable security while allowing limited access by non-Owners, the on-duty security guard shall keep an accurate record of the identification of all Owners' guests, vendors, and members of the public who are granted access or are otherwise encountered on the Property. The guard shall take this information from visitors when they arrive at the guard Building, or when they are encountered on the property during the guard's periodic inspection tours. See the paragraph describing *Maintenance of the Visitors Record* later in this section of the manual.

The requirement for visitors to provide identification information is intended to be an inoffensive deterrent to members of the public and surrounding communities who may occasionally seek access.

Owners shall advise their guests they may be asked for identification information whenever they are initially encountered by the on-duty security guard.

No one other than Owners and Country Club Members shall be eligible to receive radio transmitters for the unattended electronically controlled gates. Construction company personnel shall be required to use the Main Gate entry, except in the case of vehicles which need access to the Kachina Springs neighborhoods. Those vehicles must communicate with the Kachina Springs East Gate Security for access.

Owners shall encourage their construction companies to submit a list of all construction personnel to the Security Service Company prior to commencing construction to simplify maintaining the Visitors Record.

**Implementation of
Security and Rules by
Guards**

The security guards provided by the Security Service Company shall implement the Entrada Community Rules relating to limiting access, protecting property, providing emergency services, and maintaining a clean and orderly environment. They shall thereby ensure the security of Owners, their residences, and the Common Areas, and the sightliness and quality of the Community. See the *Community Rules* section of this manual.

Enforcement shall be in accordance with the philosophy, general methods, and specific actions defined herein.

Enforcement which cannot be reasonably affected by the security guards shall be referred to the EPOA for appropriate action.

**Security Guard
Qualifications**

Security Service Company personnel serving as security guards shall be mature, licensed and experienced adults carefully selected, trained, and supervised by the Service Company to efficiently perform the security functions described herein. They shall be personable individuals who consider security work to be important and serious. They shall have a mannerly and outgoing nature and shall be able to communicate courteously and effectively with others, including strangers and the public.

**Security Guard
Equipment and Parking**

Security guards shall at all time wear uniforms supplied by the Security Service Company. The uniforms shall be of an officer-style and shall be sufficiently distinctive to ensure that security guards shall be readily identified by Owners, guests, and the public.

Security guards shall be equipped with the basic tools which Security Service Company experience indicates are essential or useful.

The Security Service Company shall maintain a telephone at the guard building to enable on-duty security guards to communicate with Owners and others. In addition, the on-duty security guard shall be equipped with a cellular telephone for use during inspection tours of the property. The guard building telephone and the cellular telephone shall have the same telephone number, or a single cellular telephone shall be used for both applications. The guard telephone number shall be posted on the guard building and listed in Appendix A. When answering the telephone, guards will identify themselves with the phrase, "Entrada Security."

The on-duty security guard shall have access to a Security Service Company automobile or golf cart for use in conducting periodic inspection tours of the Property. The vehicle shall be prominently identified on the side doors or other appropriate location with the name of the Security Service Company. When used on the property by the on-duty security guard, the vehicle shall have mounted on its front and rear windshield a sign reading, "SECURITY" which is clearly visible to other

occupants of other vehicles and to pedestrians from a distance of 200 feet.

Guard official and personal vehicles shall not be parked near the guardhouse. The preferred location for parking is the sports center parking lot adjacent to the guardhouse.

Security Guard Hours of Service

There shall be a security guard on duty on the Property 24 hours per day, seven days per week, year-round, holidays included. The personnel assignments required to provide this continuous security coverage shall be at the discretion of the Security Service Company, but it shall be of a consistent pattern such as three guards working specific eight-hour shifts.

The on-duty security guard shall be continuously present at the guard building or in the Security Service Company vehicle performing an inspection tour of the Property. Guards shall be in one of these two locations at all times, and shall not leave these locations for any reason at any time other than to enforce the Community Rules or to render emergency services to Owners on the Property.

Any periods of absence of the on-duty security from the Property shall be cause for termination of the contract for services between the Security Service Company and the EPOA.

Limitation of Guard Services

On-duty guards shall not perform services other than those associated with providing security and emergency services as defined herein.

Private Security Services

Entrada security does not answer calls from private home security systems. In the event that a homeowner has a home security system, it is the homeowner's duty to provide to their security company instruction regarding Entrada entrance procedures and response in the event of an alarm.

Periodic Guard Inspection Tours

Periodic inspection tours of the Property shall be regularly made by the security guard in the Security Company vehicle. At varied intervals the guard shall drive from the guard building through all neighborhoods and back. His course shall be purposely varied, but shall cover all roads on the Property and shall allow him to make a visual inspection of all residences, residence sites, and Common Areas. On each inspection tour all areas shall be patrolled, all gates should be locked and the Paiute Pool area shall be checked to assure

conformance with regulations concerning use and hours of operation.

The periodic inspection tours shall be conducted for the following purposes relative to the Community Rules:

- To encounter, identify, and make a record of any non-Owners found on the Property.
- To identify and rectify or report any undesirable conditions observed on the Property.
- To identify and rectify or report any activity or conditions observed on the Property which could threaten the security of Owners, their residences, their property, or the Common Areas. Specifically, this shall include burglary, vandalism, and the damage or destruction of property.

The on-duty guard shall take appropriate immediate action in response to any of the foregoing conditions in accordance with the training provided by the Service Company and the requirements specifically stated herein.

On one of the evening time inspection tours, the on-duty guard shall make a locked-door check of the Country Club and the sports center. The time of this check shall be coordinated with the Country Club staff to take place at a time after the facilities have been vacated... The guard will also make a brief visual inspection of the Country Club facilities from the tour vehicle during each inspection tour.

On-duty security guards shall be conscientious in pursuing their duties. They shall avoid distractions such as fraternizing with residents or construction company personnel, and they shall not entertain visitors on the Property.

**Guard Inspection Tour
Log**

For each periodic inspection tour, the guard shall make a complete entry on the current *Security Guard Inspection Tour Log*, Form EPOA-003. See *Appendix D* of this manual.

Entries in the *Log* shall include descriptions of adverse conditions observed and descriptions of any actions taken by the guard. It shall also include descriptions of actions which should be taken by other Service Company personnel such as the removal of large debris or fallen trees, replacement of street lights, and the repair or replacement of other Property facilities. It shall include any information the on-duty guard thinks important for implementing the Community Rules. For

example, it might suggest that a sign be installed at a location to warn against a condition or activity, or if an entry gate is inoperative and requires service.

A new *Log* shall be initiated for each guard shift, and completed *Logs* shall be delivered to the Service Company office for review and required action by appropriate personnel, and for permanent filing for future reference.

Maintenance of the Visitors Record

The on-duty security guard shall maintain the *Daily Visitors Record*, Form EPOA-004. See *Appendix D* of this manual. The following techniques shall be used to solicit identification information from visitors:

- **Visitors Encountered at the Guard Building**

The guard will stop at the entry area any visitor not immediately recognized as an Owner, guest of an Owner, or listed construction company employee. The guard shall approach the visitor in a clearly friendly and courteous way and explain that he is responsible for limiting access and maintaining security in the Community.

He shall ask amiably why the visitor is seeking access, and shall ask for the visitor's name, address, and vehicle license number, and with which Owner the visitor is affiliated.

If the visitor is a real estate agent and/or identifies him/herself as a potential real estate buyer, the guard shall provide the visitor with the current real estate folder and offer directions. The guard shall make an entry in the daily visitor's record.

- **Visitors Encountered on Inspection Tours**

When performing a periodic inspection tour and encountering any party on the Property not recognized as an Owner, guest of an Owner, or listed construction company employee, the guard shall approach the party in a clearly friendly and courteous way and explain that he is responsible for limiting access and maintaining security in the Community.

He shall ask amiably why the party is present on the Property and if the party knows that the Property is posted as private and as a non-thoroughfare. He shall also ask for the party's name, address, and vehicle license number, and

with which Owner the party is affiliated. This information shall be entered in the *Daily Visitors Record*.

If the party is not the guest of an Owner, but rather a sightseer, curious community neighbor, or a local jogger or cyclist, the guard shall escort the party off of the property, and make a complete record of the visitor's identification in the *Daily Visitors Record*. The guard shall enter the approximate time of departure of the visitor in the *Daily Visitors Record*.

Enforcement of Selected Community Rules

All security guards provided by the Security Service Company shall be thoroughly familiar with the contents of this manual. Specifically, they shall have an in-depth knowledge of the Community Rules and the philosophy and resulting basis for the formulation of the Rules.

In addition to ensuring security on the Property, the on-duty security guard shall generally enforce selected Community Rules. This enforcement shall consist of observing conditions or acts which violate the Rules, and taking appropriate action to rectify the situation.

To the maximum extent possible, the security guard shall affect enforcement by simply bringing the Rules violation to the attention of the affected or cognizant Owner, or by talking amiably with parties responsible for creating the violation.

In all cases, the security guard will communicate with the affected or responsible parties in a friendly and courteous manner which will result in correction of the situation without causing a discomforting confrontation. This friendly and courteous manner shall be extended uniformly to Owners, visitors, vendors, and workmen.

In cases where the guard simply observes a condition which can be rectified immediately through his own action, he shall take such action. For example, if he observes debris on the roadways such as paper, bottles, or tree limbs, he shall immediately stop and pick up the debris and dispose of it.

If the guard is unsure how to resolve an observed violation of the Rules, the guard shall consult the Security Service Company supervisor or any member of the EPOA for direction or advice.

If the security guards encounter particular Owners who violate the Rules repeatedly, despite courteous guard warnings, they

shall report the problem to the EPOA who shall determine what action should be taken against the offending Owners.

The foregoing enforcement techniques shall be applied to the following subjects addressed in the Community Rules and other sections of this manual:

- Community Access
- Solicitors
- Common Areas Maintenance (debris, lights, gate, etc.)
- General Conduct of Owners and Guests
- Owner Responsibility for Guests
- Children
- Noise and Odors
- Owner Parking and Garage Doors
- Use of Parking Facilities and Roadways
- Dogs, Cats, and Household Pets
- Hunting, Fishing, Guns and Fireworks
- Operation of Automobiles and all other motor vehicles including golf carts
- Biking, Jogging, and Roller Skating
- General Maintenance of Residence Sites
- General Maintenance of Construction Sites.

Security at Unattended Gates

As stated in the *Service Standards, Common Areas Maintenance* section of this manual, the unattended electronic gates at entries shall be kept in a state of reliable operation at all times. If the on-duty security guard determines that any of these gates are inoperable for any reason, he shall close and lock the gate and install on it a large sign clearly readable from both sides stating:

"Gate Temporarily Inoperative". Please Use Main Gate Entry."

If the gate is damaged so it cannot be closed and locked, the guard shall install a temporary barrier with sign. The barrier shall be designed to discourage casual entry/exit but not to deter emergency vehicle access. The large integral sign on the barrier shall be clearly readable from both sides stating:

"Gate Temporarily Inoperative. Please Use Main Gate Entry".

When the temporary barrier has been properly installed, the guard shall immediately advise appropriate personnel at the Service Company of the gate failure. He shall also note the gate condition in his current *Tour Log*.

During periods when a gate is inoperative, the Security Service Company shall also install temporary portable signs in locations which will make Owners who are prone to use the inoperable gate aware of the inconvenience. The temporary signs shall be mounted on portable sawhorses, poles, or similar structures and shall be large and clearly readable to traffic from both directions.

Inspection of Residences

In response to urgent requests from Owners to the Security Service Company, the on-duty security guard shall make an inspection of Owners' residences or residence sites during his periodic inspection tours. The nature and extent of the inspection shall be noted by the guard in the current *Tour Log*.

Emergency Services

Owners are advised to call 911 in the event of an emergency. Owners who have called 911 and are expecting emergency vehicles should notify the guard that those vehicles are on the way, if possible.

In the case of a reported burglary or similar event, the guard shall call local police to request assistance. In the case of a medical emergency, the guard shall call a local emergency medical service to request assistance. In the event of a reported fire, the guard shall call the local fire department.

The telephone numbers for all local emergency service agencies shall be posted prominently in the guard building and shall be carried at all times by the on-duty security guard.

Supervision of Service Company Personnel

The management of each Service Company shall regularly and diligently observe and supervise the activities of all Service Company personnel to ensure that their performance satisfies the requirements stated herein. They shall also ensure that all personnel are thoroughly familiar with the contents of this

manual, and particularly the Community Rules and Service Standards.

Service Company management personnel shall at least once each month, and more often if useful, request a meeting at their convenience with a representative of the EPOA to discuss service conditions and problems, and to solicit a current evaluation of Service Company performance.

Appendices

General Reference Information

The following appendices are provided as general reference information in support of the foregoing manual sections. They include discussion of the forms used by the Service Company and the EDRC, and copies of the legal documents by which the Association was originally established.

Forms Prepared by the Service Company

As described in the Community Rules and the Service Standards, the Service Company is required to periodically prepare the following forms:

- Form EPOA-001: Common Areas Inspection Report
- Form EPOA-002: Patio Homes Residence Inspection Report
- Form EPOA-003: Security Guard Inspection Tour Log
- Form EPOA-004: Daily Visitors Record

Before the 10th of each month, the Service Company shall assemble all of the foregoing forms prepared for the previous month and shall submit them in a folder to the Management Company for its review.

The Management Company shall present the monthly folder of forms to the EPOA for review at the next Board meeting. Based on its review, the Board may respond to conditions reported on the forms, or may give specific direction to the Service Company. Following the review, the Management Company shall retain the monthly forms folder in the Association files.

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Appendix A

Property Management

Split Rock Property Management

Dan Larsen, Property Manager Representative
Jason Braithwaite, Property Manager Representative

Board of Trustees

Brooks Pace, President	(435) 680-2295
Kent Bylund	(435) 674-2981
Joe Platt	(435) 652-9298
Dara Tancredi	(435) 652-0241
Bill Hall	(435) 674-0306
Dave Davenport	(435) 674-3600
Mike Milliken	(435) 673-9395
Troy Lewis	(801) 550-2622
Brian Chadaz	(435) 628-0433

Communications

Ron Slane, Chairman

Community Affairs

Steve Austin, Chairman

Entrada Design and Review

Brooks Pace, Chairman
Kent Bylund
Joe Platt
David Poffenberger
Ron Slane
Don Smith
Dara Tancredi

Finance Committee

Troy Lewis, Chairman

Lakes and Water Features Committee

Don Smith, Chairman

Landscaping Committee

David Davenport, Chairman

Rules Committee

Dara Tancredi, Chairman

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Appendix B - Schedule of Fees

Custom Lots	Vacant Lot	Lot with Home
Master Association Fees	\$80.00	\$80.00
Associate Membership Fees	\$60.00	\$60.00
Site Specific Fees	\$35.00	\$35.00
	<u>\$175.00</u>	<u>\$175.00</u>
Patio Homes with Water Features		
Master Association Fees	\$80.00	\$80.00
Associate Membership Fees	\$60.00	\$60.00
Site Specific Fees	\$160.00	\$210.00
	<u>\$300.00</u>	<u>\$350.00</u>
Inn At Entrada		
Master Association Fees	\$80.00	\$80.00
Associate Membership Fees	\$60.00	\$60.00
Site Specific Fees	\$185.00	\$235.00
	<u>\$325.00</u>	<u>\$375.00</u>

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Appendix C

Landscape Maintenance Standards

This appendix defines service standards for the landscape maintenance provider and provided recommended text for preparing contracts with the Landscape Maintenance Service Companies.

Patio Home Neighborhoods

Turf Mowing and Maintenance

All work will be done with as little damage to property as possible. Mowing and edging all turf areas will be done weekly, Spring through Fall. Mowing and edging will be done every two weeks in Winter. Grass will be mowed to an appropriate height to maintain turf health throughout the year.

Edging will be done on all grass borders, taking care not to damage adjacent buildings, trees, etc. Grass clippings will be removed from the property. Raking of leaves and grass clippings will be performed if needed to maintain appearance.

After lawns are mowed and edged, adjacent walks, driveways and patios will be swept or blown clean.

Great care must be taken to keep all organic material out of ponds and streams!

Repair of damaged lawn areas will be performed as necessary either by over-seeding or re-sodding with the appropriate grass variety (which may vary from spot to spot). Method will be determined by whichever is most economical taking into account the size of the repair, season and exposure. Repairs will only be made in the appropriate season.

Turf Fertilization, Weed and Pest Control

All turf areas will be fertilized three evenly-spaced times during the growing season. Fertilizer application will be coordinated with the sprinkler system to assure follow-up watering occurs appropriately.

Weed control will be performed regularly and will include the annual application of a pre-emergent herbicide and spot applications of broadleaf weed killer as required. Excellent turf conditions are desired always, regardless of weather conditions or time of year. For this reason, it will be the Service Contractor's responsibility to respond to all

challenges as they arise. Aeration will be done once annually.

Shrub Areas and Exposed Desert

Shrub areas and exposed desert will be maintained weed free using appropriate chemicals and manual weeding, as needed. Shrubbery will be trimmed and deadheaded as necessary to maintain a manicured appearance. At least once a year, ice plant will be cut back significantly if necessary to remove dead areas and encourage new growth.

All shrubbery along concrete areas will be kept trimmed back so as not to interfere pedestrian or vehicular traffic. Exposed desert in common areas and private yards will be raked when needed to repair ground disturbed by weather or by workman to maintain a groomed appearance. Often this will mean raking away their own footprints before moving from one location for the next. Care must be taken to reset dangling irrigation drip lines. All out-of-use drip lines will be tied off.

Once per month fine gravel or desert areas will be evenly raked to be free of evidence of owner or maintenance activity. All clippings and raked material will be removed. Destruction or removal of flowering plants or shrubs will not be done without prior approval of the Property Manager except as needed for plant propagation and growth.

Trees

Trees will be pruned as necessary for the appearance and health of the tree. Care should be taken that trees not be pruned in such a way as to destroy any homeowner's privacy. Pruned material will be hauled away. Trees will be properly staked where necessary to maintain an upright posture.

Insect and disease infestations and other forms of tree damage will be treated in a timely fashion. The Service Contractor will notify the Property Manager when a tree may require removal.

All trees over roadways will be kept trimmed to a height of nine feet above the road. All trees over sidewalks and driveways will be kept trimmed to a height of seven feet above the ground.

Replacement of Dead or Missing Plants

Except during the hottest months of the year, the Service Contractor will replace dead or stolen plants within seven days of observation or notification. In areas where enough other plants are in place, this requirement may be waived and irrigation lines simply tied off. All replacement plants will be chosen from the approved Entrada Plant List and will be site suitable with respect to sun/shade, drainage and so on.

Watering

The Service Contractor will be responsible for regular maintenance of the installed irrigation systems at the

project. Care will be taken to adjust irrigation clocks to reflect changing watering requirements throughout the year. To minimize water loss and damage to the landscape, observed inefficiencies and malfunctions in the system will be addressed and corrected without delay. Any damage to lawns, plants, property or equipment due to malfunction of the system will be repaired by the Service Contractor at contractual rates. If the malfunction is caused by Service Contractor negligence, Service Contractor will bear the responsibility for repairs.

All irrigation system documentation including timing, color coding of signal lines, valve and shutoff locations, etc, will be maintained up to date and a copy provided to the EPOA on termination or completion of any contract period. All such documentation, including that added or modified by any Service Contractor, is the property of the EPOA.

Debris, Trash and Litter

Normal trash and litter encountered by the groundskeepers will be removed, regardless of where it is found. All debris resulting from any and all landscape work by groundskeepers will be removed before they leave for the night.

Paved Areas

All sand deposited on paved areas by heavy rain will be cleaned up on a best efforts basis, optimally within one week. Desert areas where runoff has occurred will be cut-in along pavement edge to discourage further overflow. At the parking area perimeters and paving joints, weeds and grasses are to be controlled with contact herbicide sprays and/or manual weeding is required. Groundskeepers will clean up streets and concrete areas after themselves. Accumulated sand on streets and sidewalks will be swept or blown.

General Provisions

Service Contractor will provide adequate supervision to assure that all work will be done in accordance with these specifications.

All workers will be supervised and trained by responsible on-site foremen who are familiar with the specifications set forth herein.

Costs for normal supplies such as fertilizer, insecticides, and weed treatments will be performed at contractual rates.

The negotiated contract will be in force for twelve (12) months. The contract may be canceled by either party after providing sixty (60) days written notification. The Service Contractor will pay all payroll taxes and other related costs such as social security, employment insurance, workmen's compensation, etc.

The Service Contractor will satisfactorily repair or replace any damaged property resulting from negligence or overt

acts by the Service Contractor or his employees. The Service Contractor will accept responsibility for loss or damage to property, or bodily injury, resulting from negligent performance of service. Under separate cover, the contractor will forward to the Property Manager a Certificate of Insurance evidencing coverage of: "Workmen's Compensation" "Comprehensive General Liability", and "Automobile Liability."

Groundskeepers are not responsible for maintaining locked courtyard areas. Nor will they tend to plants in pots. Neither the Service Contractor nor his employees will make use of the swimming pool, club house, tennis courts or other amenities of the association.

The Service Contractor and his employees will exercise due care in parking vehicles and equipment in a manner that will not interfere with home owners' and their guests' normal use of the driveways and streets. Pouring of fuel into equipment will not be done over planted areas. Pouring of fuel over any paved surface will be done in such a manner as to avoid surface damage.

Service Contractor and his employees will have the right to enter, at all reasonable times during daylight hours, those private areas owned by individual members of the association. All gates are to be left closed after use. The contractor will not begin the operation of mechanical equipment before 7:00 a.m.

Custom Home Neighborhoods

All **cultivated** common areas will be maintained to a standard consistent with common areas in the patio home neighborhoods. All **non-cultivated** sidewalks, curbs and mail turnout areas, whether common or otherwise, will be inspected and made free from overgrowth 3 times per year (Sept/Jan/May). Overgrowth will be defined as non-cultivated growth which crosses, or threatens to cross, the airspace above any curb or sidewalk. Likewise any growth which obstructs street signs from view will be considered overgrowth and will be removed. When clearing overgrowth, particular attention will be given to creating safe visibility at intersections and sidewalks. Park strips between sidewalk and street will be cleared of all growth higher than 18 inches. All vacant lots will be inspected for and cleared of litter and refuse at least three times per year (Sept/Jan/May).

Appendix D - EPOA Reports

Form EPOA-001 Common Areas Inspection Report

A *Common Areas Inspection Report* form is prepared monthly by management personnel of the Service Company. Accumulated *Reports* are reviewed by the EPOA and are then kept permanently on file by the Management Company. A copy of each *Report* is returned to the Service Company for its file.

Form EPOA-002 Residence Inspection Report

A *Patio Homes Residence Inspection Report* form is prepared by management personnel of the Service Company.

Accumulated *Reports* are reviewed by the EPOA and are then kept permanently on file by the Management Company. A copy of each *Report* is returned to the Patio Homes Owner and to the Service Company for its file.

Form EPOA-003 Security Guard Inspection Tour Log

The *Tour Log* form is prepared by the on-duty security guard during periodic inspection tours.

Accumulated *Tour Logs* are reviewed by the EPOA and are then kept permanently on file by the Management Company. A copy of each *Tour Log* is returned to the Service Company for its file.

Form EPOA-004 Daily Visitors Record

The *Daily Visitors Report* form is a form which is prepared daily by the on-duty security guard when encountering visitors at the guard building or on periodic inspections tours.

Accumulated *Reports* are reviewed by the EPOA and are then kept permanently on file by the Management Company. A copy of each report is returned to the Service Company for its file.

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Appendix E

Entrada Design at Snow Canyon Property Development Guidelines

**ENTRADA
AT SNOW CANYON**

**PROPERTY DEVELOPMENT
GUIDELINES**

**Fourth Revision
October 24, 2006**

**A
MASTER PLANNED
GOLF
COMMUNITY**

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INTRODUCTION

Entrada at Snow Canyon is a master planned, golf course community. Specific and detailed standards for the development of streets, trails, recreational facilities, and residential and commercial developments have been established to maintain the high standards of the project. The Entrada Property Development Guidelines (hereinafter the "Guidelines") defines and discusses these standards. The Guidelines will help ensure quality and design continuity within Entrada at Snow Canyon. Entrada's philosophy of "Building Community for the Seventh Generation" will provide a visually appealing living environment, promote economic viability, preserve land values, and encourage a community atmosphere. It is each property owner's responsibility to review these guidelines. Ignorance is not an acceptable excuse for remediation of un-authorized modifications to a property. Capitalized words and terms are defined in Appendix A to these Guidelines.

A. ADMINISTRATION

A homeowners association, the Entrada Property Owners Association (herein "EPOA"), has been established to administer day-to-day community affairs. A recorded Declaration of Covenants, Conditions, and Restrictions (hereinafter the "CC&R's" or "Declaration") and duly adopted by-laws set the legal aspects of the community, including powers and procedures of EPOA. The Master Plan has been prepared as a guide for present and future development of Entrada at Snow Canyon.

These Guidelines call for higher standards in design and construction and are much more specific and limiting than those found in typical developments. These Guidelines set goals, policies and regulations encompassing all aspects of development, including site planning, architecture and landscaping. Standards are set for building type, height and setbacks; construction material, color and texture; and landscaping. Standards are also set for signage, lighting, and other accessory uses.

The CC&R's empower EPOA to administer and control all developments within Entrada at Snow Canyon. EPOA performs these duties via Entrada Design Review Committee (hereinafter "EDRC"). Section 13 of the Declaration lists the powers and duties of EDRC, and Section 14 describes the design review procedures. These Guidelines will assist in interpreting, applying, supplementing, and implementing the provisions of the Declaration pertaining to the design of lots, buildings and other improvements. **The EPOA requires that property owners familiarize themselves with these documents prior to beginning any design of a new home, remodel, addition, or landscape modification. Any exterior modification of the site shall be subject to EDRC's review.**

Development of any subdivided properties within Entrada at Snow Canyon is subject to approval by EDRC. Said approval shall be received prior to commencement of any improvements. The design criteria contained herein apply to all developments within Entrada at Snow Canyon. Although the current document lists design criteria for Single

Family Detached and attached residences and Planned Unit Development, additional criteria for various types of developments will be established and adopted by EPOA during the course of build-out of the entire community.

EPOA may amend or augment the Guidelines to meet site specific, temporal, or functional requirements of any project, consistent with the basic objectives of Entrada at Snow Canyon. As various issues surface during the process of development and better solutions become available, EDRC may propose amendments to the Guidelines and present them to the Board of Trustees of EPOA for review and adoption. A copy of these Guidelines, as from time to time adopted, amended or repealed, shall be maintained in the office of EPOA. **Understanding the latest changes to the Guidelines is the responsibility of each property owner for maintaining awareness.**

The design criteria in the Guidelines may vary from the standards set by the City of St. George (the "City"). In case of discrepancy, the stricter of the two regulations shall apply. Requests for exceptions or variances to the laws, regulations, and standards of the City shall be presented to the appropriate agency of the City by the property owner according to the established procedures of the City. However, EDRC must approve the waiver or exception before such request is made to the City.

Upon approval from EDRC and prior to beginning construction, the owner must obtain appropriate approvals from the City required for a building permit. Approval by EDRC does not take the place of the required application and approval of permits by the City.

The Declaration contains legal restrictions regulating the construction and maintenance of improvements within Entrada at Snow Canyon and is enforceable in a court of law. The Declaration and Guidelines are subject to interpretation by EPOA and by EDRC.

B. MASTER PLAN

Entrada at Snow Canyon encompasses a total land area of 791 acres. Approximately 824 residential units are planned to be built within the residential area which is with the city of St. George. In addition to the privately owned Entrada at Snow Canyon golf course, the community also plans to develop commercial and recreational areas. The Master Plan was revised and approved by the City in May of 2005.

The Master Plan designates generalized land uses and their locations. However, it is not and need not be specific as to the detailed street or Lot layouts or type of structures. Similarly, neither the number of units nor the type of units shall be specified for each particular site as long as the total number of units does not exceed that which is approved under current or amended zoning.

The project developer may, from time to time, add land and additional units to the current limits of Entrada at Snow Canyon.

SITE PLANNING ISSUES

A. *RESIDENTIAL DEVELOPMENT TYPES*

The goal of Entrada at Snow Canyon is to build a coherent community with a mix of housing types. Following are the residential building types that will be permitted in the Entrada at Snow Canyon community:

1. **Single Family Detached.** No more than one residence shall be constructed upon any single family Lot. A single residence may be constructed upon two or more Lots. Fees and assessments however, shall be based on the original number of lots. In such cases, EDRC shall evaluate existing conditions and reestablish the building envelope, buildable area and other controls on a case by case basis. A single residence may be composed of primary and accessory structures such as a casita, detached garage, a pool house, etc. The size of the accessory structure may not exceed twenty percent of the living area of the main structure. Subject to City approval, main and secondary residential units may be constructed on a Compound Lot so designated on a plat.
2. **Planned unit development.** Planned Unit Developments may include single family attached and detached structures. Attached single family units such as townhouse, duplexes, and four-plexes may be permitted in designated areas of the community. Architectural controls such as setbacks and maximum square footage per structure shall be developed by EDRC prior to approval of such structures if such standards are not already established. These developments shall follow building setbacks, roof tile colors, guest parking ratio and such standards as specified in the Guidelines.
3. **Multi-Family.** Multi-family units shall be permitted within designated areas of the community. Architectural controls shall be developed by EDRC prior to approval of such structures.

B. *BUILDING ENVELOPE*

The Entrada at Snow Canyon development philosophy mandates that property improvements preserve the essence of the existing natural environment, topography and vegetation. Therefore, Entrada at Snow Canyon uses the Building Envelope concept for custom home and PUD developments. The envelopes define 1) the vertical and horizontal extent of a site improvement, and 2) the maximum buildable area. The envelope shall be based on the natural features of the lot..

Each development shall have a Development Control Map (see Exhibit 1) which shall provide the above information. The developer of a residential subdivision shall submit it's

plans to EDRC for approval of these limits. The Development Control Map shall also indicate finish floor elevations and number of stories permitted on each site.

1. Extent of Site Improvement. Upon specific approval from EDRC, a pool, spa, patio and/or lawn may be built outside of the Building Envelope. Such approval shall be on case by case basis. Existing terrain and natural vegetation along property lines shall be maintained to the extent possible. Disturbed areas shall be replanted and returned to their natural form. A temporary construction fence shall be erected at the beginning of construction at a location approved by EDRC. The location of the fence shall be determined by EDRC during the design review process. It shall not be removed until beginning of landscaping installation. No construction activity, including the storage of material, shall take place outside of the construction fence.

2. Building Setback and Encroachment. In single family and PUD developments, the building setback line shall be the same as the building envelope line. (See Exhibit 1: Lot Improvement Criteria.) In all other developments setbacks shall be established based on the type of development. Except for the architectural projections listed in this section, and encroachments approved by EDRC through the Conceptual Plan Review process, no part of the structure may extend into the required building setbacks. The following architectural projections may encroach into the required setbacks:

For single family

- Roof overhangs, patio covers, eaves and fascia: Maximum of four feet (4').
- Fireplaces, bay windows and wing walls: Maximum of two feet (2').
- Posts and columns: Maximum of two feet (2').
- Exterior stairs: Maximum of three and one-half feet (3'6").
- Wrought iron pool fence: In the rear yard only, up to five feet (5') from the property line.
- HVAC and pool equipment enclosures: Maximum of six feet (6').
- Window wells for basements: Maximum of six feet (6').

For PUD development

- Roof overhangs, eaves and fascia: maximum of eighteen inches (18'').
- Fireplaces, bay windows and wing walls: maximum of eighteen inches (18'').
- Posts and columns: maximum of eighteen inches (18'').
- Fences, as approved by EDRC.
- HVAC and pool equipment enclosures: Maximum of six feet (6').
- Window wells for basements: maximum of four feet (4').

3. Building Footprint. Maximum building size is established for each building site in the form of a Building Footprint. This limitation is documented in the Development Control Map for such development. A range of minimum and maximum footprints is established for each neighborhood in order to maintain a

balance between them. Those limitations are listed in a later section. See appendix 'A' for definition of Building Footprint.

C. GRADING AND SITE DRAINAGE

The goal of Entrada at Snow Canyon is to preserve the natural topographical forms and features of the property. Therefore, no alteration of the existing topography shall be permitted on any custom home site unless it is determined by EDRC to be absolutely necessary. Homes and yard improvements shall be designed to nestle into the natural terrain rather than perch on it. Building and other improvements shall be terraced (multilevel) to achieve this goal. Site plan submittal must show existing and proposed topography (with 2 foot contour lines) for EDRC's review. EDRC reserves the right to approve or disapprove proposed grading. **FLAT PAD GRADING SHALL BE LIMITED TO THE AREA UNDER THE STRUCTURE, PATIO AND CERTAIN YARD IMPROVEMENTS ONLY UPON PRIOR APPROVAL OF THE EDRC.** Natural drainage channel alignments and flows must be maintained.

In PUD developments and higher density projects, mass grading may be necessary due to the nature of the development. In the grading design of such projects, general form of terrain shall be maintained. Appropriate grade transitions shall be provided between the natural and the man-made topography. Any slope steeper than a ratio of three to one shall be specifically reviewed and approved by EDRC.

Pre-established finished floor elevations (FFE) may not be raised without EDRC approval. For a lot where the finished floor elevation is not pre-established, the finished floor elevation shall be set upon a site visit by minimum of two EDRC members together with the Lot owner and/or Lot owner's representative. EDRC will review a cut & fill proposal on a case by case basis and approve it accordingly. Cut and fill slopes shall not be exposed but rather finished via a retaining wall of approved material or via an approved treatment. Maximum height of a retaining wall shall be four feet (4'). Grading retaining walls shall be either of a finished masonry (such as stucco) or shall be constructed out of natural material such as lava or stone or other approved material. Masonry retaining walls shall be finished to merge into natural land surrounding the site.

Site improvements such as driveways, fences, pools, and patios shall be designed to fit existing topography in order to minimize grading. Yards may have to be multi-level to meet this requirement. Surface drainage shall not drain to an adjacent Lot or open space except as established by existing natural drainage pattern. Any redirection of existing drainage flow must first be approved by EDRC. Site drainage and related grading shall be done with minimum disruption to the existing Lot. No change shall be made in the existing drainage pattern that would adversely affect any other Lot or open space. If redirection is necessary, positive drainage must be created in a logical and natural manner. Avoid right angle diversions. Minimize soil erosion through the use of native rock and plant materials.

Concrete culverts are preferred over corrugated metal culverts. The interior of any culvert shall be painted up to a depth so that the unpainted material is not visible. The color shall

match the existing ground. Any alteration to washes carrying significant drainage from storm or flood shall require special approval by EDRC. Where rip rap or other rock type of erosion control method is used, it should be naturally contoured and covered with a minimum of 8" of natural soil and re-vegetation. The rip rap shall be placed with flat face up to create a surface plane. Allow space between rocks for growth of vegetation. River run rock shall not be used as a rip rap material.

D. EASEMENTS

1. Access Easement. Within each single family residential Lot, a ten-foot (10') wide access easement exists parallel to the street right-of-way along all street frontages. The walking trail or sidewalk meanders within the street right-of-way and this access easement. It is the responsibility of each lot owner to maintain the unpaved residual grounds within this street right-of-way that is contiguous to his/her property line. Such area must be maintained free of debris and weeds at all times (See Exhibit 2: Access Easement).

2. Utility Easement. Each residential Lot is served with underground power, TV cable, telephone, sewer, gas and water lines. Such utility lines typically run in an easement within the street right-of-way. It is the responsibility of the owner or general contractor to confirm the location of these utilities within the easements. Utility locations should be confirmed in the field when a survey of the Lot is performed. Driveways over utility easements are permissible if done in accordance with the requirements of the utility company. The owner is responsible for removal and replacement of the improvements if the utility companies determine that access to the utilities is necessary.

All utility company pull boxes, transformers, and similar facilities have been set within the street right-of-way or easements created around each Lot. Future planting and grading must be designed to diminish their visual impact. EDRC will individually review all improvements planned for inclusion over easements held by utilities or public agencies as well as those held by the Entrada Property Owners Association. Easements that are located on residential Lots include, but are not limited to, emergency access, water lines, irrigation lines, sewers, and storm drainage alignments.

It is the owner's responsibility to confirm the location and purpose of all easements and the improvements within the easements. The owner or owner's design consultants should check with EDRC to determine restrictions relating to improvements constructed within easements.

3. Trail Easement. The trail and sidewalk system in Entrada at Snow Canyon provides a continuous access from almost all residential Lots to the common recreation amenities, commercial areas, and other neighborhoods (see master plan). These walkways generally run within the street rights-of-way except for certain locations where they run through private properties. To preserve the existing

topography and to provide public safety, the walkway may encroach into private property at certain locations. To accommodate such encroachment, a 10-foot (10') wide access easement exists within each property.

4. Drainage Easement. The Entrada at Snow Canyon subdivisions are developed keeping the Lot grades in their natural state contrary to the typical practice of grading flat pads. Therefore the drainage in most of the cases will flow from a Lot or a street with higher elevation to a Lot with lower elevation. A blanket drainage easement thus exists on all Lots with lower elevation to allow for this drainage flow. A Lot owner by deed restriction thus agrees to receive and let flow such drainage through his/her property. In addition there may exist a designated drainage easement on a Lot as a result of the overall drainage plan for the community. In certain cases EDRC may require a specific flow pattern to accommodate drainage flow based on surrounding conditions.

E. VEHICULAR PARKING AND DRIVEWAYS

To reduce the visual impact of vehicles, there are specific controls established in Entrada at Snow Canyon for on-site parking, driveways and garage location and design. Vehicles referred to herein shall include cars, vans, trucks, trailers, motor homes, motorbikes, dirt bikes, bicycles, boats and such (motorized or non-motorized). No on-street overnight parking is allowed in Entrada at Snow Canyon except in designated locations. Violators of parking regulations may be cited, warned and fined by the Entrada Property Owners Association.

1. On-site Parking Requirement. All vehicles must be kept in garages at all times. A garage must be designed and built of a size large enough to accommodate storage of all vehicles intended to be stored on that site.

In a Single Family Attached neighborhood and Planned Unit Developments, the garage for each residence shall be large enough to accommodate a minimum of two automobiles. Multi-family neighborhood developments shall have at least one (1) single car garage per residential unit. Up to six (6) garages may be ganged. At least one-half (1/2) of a guest parking space per unit shall be provided in Single Family Attached, Planned Unit Developments and Multi-family neighborhoods. Driveways shall not qualify for this parking requirement. Visitor parking shall be restricted to designated parking areas, screened portions of the driveway, or garages for the duration of their stay.

On-site parking areas must be screened from the view of adjacent public and private properties by use of a screen fence and dense vegetation and by locating it in a less visible location on the site.

2. **Recreation Vehicle Parking.** Small recreation vehicles, if to be stored on site, must be kept within a garage where the garage door height does not exceed eight feet (8'). Large recreation vehicles such as motor homes or travel trailers must be stored outside of the community.

3. **Driveways.** Driveways shall be designed to intersect with the street at approximately 90-degree angles for safety, visibility and continuity. Driveways shall be at least thirty feet (30') away from any street intersection. Single driveways shall be a maximum of eighteen feet (18') wide, while dual driveways shall be a maximum of twelve feet (12') wide at each entrance. The driveway finish shall be of a material, color and texture in harmony with the existing grounds. Typical acceptable materials are a brick or concrete pavers, or colored concrete with stamped, salt finish or other texture. Driveways of other materials that are in harmony with the materials of the residence are also encouraged. Asphalt driveways for homes shall not be permitted. The large expanse of driveway shall be screened from general view by a berm, a screen wall or a courtyard wall, in addition to appropriate landscaping. (See Exhibit 3: Garage & Driveway design)

F. FENCE REQUIREMENTS

Fences have a predominant effect on visual and social aspects of a neighborhood. Fences create a continuous visual barrier and close off natural vistas. Entrada's goal is to create an open environment allowing nature to flow without being dominated or obstructed by man-made physical barriers. Fences are necessary for individual privacy, health, safety, and screening of unsightly elements. Several types of fences, as defined and categorized here, shall therefore be permitted within Entrada at Snow Canyon. A typical Lot may have several types of fencing, such as project fencing, courtyard fencing, privacy fencing, screen fencing, golf course fencing and pool fencing (See Exhibit 4 Fence). Design standards for these fences, as enumerated herein, shall be adhered to in all developments including single family detached, attached, and PUD's. The height of fence as established in the following section is to be measured from the higher ground. A fence may qualify for several fence types due to it's location and design. In such case EDRC shall determine maximum height.

1. **Project Fencing.** Project fencing runs along the perimeter of the entire community and along all public streets. This fence defines the limits of Entrada at Snow Canyon and assists in the vehicular security of the area. The project fence may be constructed by the community developer, an individual project developer, the golf course owner, or by an individual property owner. Design details defining material, texture, location and color of this fence are established by the Entrada Developers. Visually the project fence shall meander along public street frontages and follow property lines along the other project boundary. The fence shall be visually solid at locations where security is a prime concern and shall be open at important view corridors. Maximum height shall be six feet (6') at solid sections and four feet (4') at open sections. Maintenance responsibility for this fence shall be shared between the Entrada Property Owners Association, the golf course owner and the individual property owner.

2. Courtyard Fencing. The function of a courtyard fence is to create private outdoor areas such as an entry court. Courtyard fences may be built out of stone, stuccoed masonry or decorative wrought iron. The courtyard fence is an extension of the architecture of the home and therefore its texture and color shall be similar to the house exterior. Shadow lines, articulated cap detail, tile bands or other architectural treatments, to break the monotony, are promoted. Wide walls give a massive feeling and are preferred over thin walls; however, in no case shall the thickness of the fence be less than six inches (6"). Use of slump block or "Energrid" is acceptable if it is finished with stucco. Courtyard fences may be of a variable height with maximum height being four feet (4'). Porticos incorporated in the fence design may be taller, the height of which shall be determined by Review Committee on a case by case basis. A fence may be solid, open or a combination thereof. Wrought iron, glass and glass blocks are approved materials for use in an open fence design. Open concrete block units (such as the one with "XX" opening) are not permitted. Other materials may be permitted upon review by EDRC.

3. Privacy Fencing. The privacy fence creates a shield for an interior garden, a bedroom, or a bathroom. Use of privacy fencing shall be limited to such areas. Design, material, color and texture criteria shall be the same as for courtyard fencing except that maximum height of a privacy fence may be up to nine feet (9') subject to approval by EDRC.

4. Screen Fencing. Screen fences must be installed to screen unsightly elements such as air conditioning, pool equipment and utility meters. All service areas such as storage of trash cans shall be behind a screen fence. A maze type of layout is preferred for access to such service areas. A screen fence may be used to shield on-site guest parking from general view. Screen fences would generally occur along side yards. Design, material, color and texture criteria shall be the same as for the courtyard fencing, except that the maximum height may not exceed six feet (6'). Screen fences must be solid in all areas.

5. Pool Fencing. Pool fencing is required by the City and must meet the zoning code. A pool fence may be solid, open, or a combination thereof. The design, construction, material, color and texture criteria shall be the same as for the courtyard fencing and is subject to the prior approval of the EDRC. Height of fence shall not exceed five feet (5') as measured from outside.

6. Fence Location and Encroachments. Courtyard and Privacy Fences may extend beyond the building envelope by five feet (5'). Screen Fences may extend beyond the building envelope by five feet (6'). Pool fences may come as close as five feet (5') from property line. Pool fence may come up to property line if adjacent lot owner agrees to place a deed restriction on his property stating that he/she will not place any fence within ten (10') feet of the property line. The color of all fences shall be as approved by EDRC.

G. GATES

Gates shall be unique and artistically designed. The design shall be in harmony with the architectural style of the main structure. Gates as referred to herein are for portico, courtyard, entry, service area access and such locations. Gates may be constructed of metal, wrought iron or heavy timber. Other material may be considered by EDRC on a case by case basis. Colors used for gates shall be muted and not primary. Wrought iron gates shall not include elements such as arrows in the design. Electronic operators, if used, shall be concealed by screen walls. All gate designs shall be approved by the EDRC.

ARCHITECTURAL DESIGN STANDARDS

Architectural design standards are set which are consistent with the goals of the Entrada at Snow Canyon community to create a development that is in harmony with the Southern Utah desert. Specific standards will control building style, height, mass, scale, material and colors to enhance the desert environment.

A. STYLE

The architectural character of the buildings in Entrada at Snow Canyon must be indigenous and appropriate to the environmental and climatic conditions. Entrada at Snow Canyon has evolved its own unique architectural character which encompasses such styles as Southwestern, Pueblo, and Adobe. Mediterranean and Contemporary architecture styles may become compatible if detailed appropriately. Creative architectural styles which are nondescript or variations of the preceding styles are encouraged. Styles that are inappropriate for the natural desert environment shall not be permitted. Examples of these styles are Chateau, Colonial, French Country, Georgian, Gothic, Revival, Roman, Tuscany etc.

Elevation treatment, inclusive of materials, trim and detailing, must be consistent around the entire building. Gingerbread, plant-ons, or other false ornamentation shall not be used. Proper design consideration shall be given to design of the fascia as an architecturally integrated design element.

B. MASS AND SCALE

Building mass and scale are crucial to the development of Entrada at Snow Canyon. The natural panorama must be considered in designing man-made improvements. The standards of Entrada's Guidelines are strict in this regard. Minimum and maximum building footprints are established in order to maintain harmony of building masses within a neighborhood. Specific building finished floor elevations and height are also set for each site for the same reason.

1. **Minimum & Maximum Building Footprint.** Minimum building footprints for each neighborhood are listed here unless otherwise approved by the EDRC. The maximum building footprints and finished floor elevations are documented in the Development Control Map. (See the building envelope section).

Minimum building footprints:

- Chaco Bench custom homes 3,500 SF
- Anasazi Hills custom homes 3,500 SF
- Kachina Cliffs custom homes 3,500 SF
- Anasazi Ridge attached homes 3,000 SF
- Paiute Springs patio homes 2,000 SF
- Kachina Springs patio homes 2,000 SF
- Sand Point condominiums 1,500 SF

2. **Basement.** Typical basements and courtyard basements may be permitted, as long as they are within the Building Envelope. Walkout basements may be permitted only on those lots having a grade difference of more than ten feet within the building envelope. All walkout basement proposals require prior EDRC approval. See definition of different types of basements. Structures with any type of basement must meet the building height restrictions. Light wells for the basement must have 36" high guard rail. See Exhibit 5 Basements.

3. **Maximum Height.** Maximum building height shall be as follows:

- 15' for a one story structure
- 26' for a two story structure
- 20' for a one story element within a two-story structure
- 11' (floor to floor) for a walkout basement.

(See Exhibits 5, 6, and 7 - Maximum Building Height.)

In general, lots are restricted to a one-story construction except that, based on location, view corridors and topography, some lots may be designated as suitable for two-story construction or split level. Such lots are so designated on the Development Control Map. Roofs of structures shall not be used as sun decks or observation decks.

Foot print of the second floor of a two story structure shall be no larger than one third of the total footprint. This ratio is irrespective of the maximum allowable footprint area. Wall face, two stories high in elevation, must be broken by architectural elements and softened with softscaping and/or hardscaping.. Walls of second floor must be setback a minimum of two feet (2') in from the first floor walls.

Height shall be measured from the finished floor. Finished floor elevations (FFE) for new subdivisions shall be pre-established by the developer. Finished floor elevations for lots sold without developer-established FFE shall be established by EDRC upon staking of envelope corners and grades by owner's surveyor. A house on a sloping terrain shall have stepped (terraced) floors. The average height of the building envelope will be the presumed FFE elevation, however since the terrain of Entrada at

Snow Canyon is varied, and many lots have substantial topographical elevation variation within the site, measuring of height in the above manner may become impractical. For those lots, EDRC shall use it's judgment in reviewing height proposals. Variance to height limit may be granted if EDRC feels that such variance is in the spirit of intent of the development. EDRC shall judge the FFE height requirement on a case by case basis.

Except for fireplace or vent chimneys and a certain portion of the pitched roof, the highest elevation of any element of the roof structure must not exceed that which is designated for that Lot nor exceed the maximum elevation specified for the Lot in the Development Control Map. Fireplace and other vents should be grouped and enclosing chimneys may protrude a maximum of twenty four (24") inches (plus additional eighteen inches (18") for a chimney cap) through the height limitation. Forty percent (40%) of the roof area, if designed with a pitched roof, may exceed the height limitation by two feet (2'), however such roof area shall be located generally in the middle of the structure and away from the exterior walls. Roof mounted elements such as skylights, screen walls and vents must be placed within height limitations. EDRC may approve other projections on a case by case basis.

4. Building Mass. The three dimensional design of the building shall have a minimum of three masses. These masses shall be of varying size and heights as viewed from various angles. Larger buildings with footprints exceeding 5,000 square feet shall have more than three masses. Masses shall be separated, vertically and horizontally by appropriate distance. The composition of masses should be aesthetically pleasing. Masses shall not be equal in size. Balance in design should be achieved by combination of primary and secondary masses where the primary mass is substantially larger then the secondary masses.

C. *MATERIAL AND COLOR*

1. Materials. All exterior building materials shall be compatible with and complimentary to each other and to the overall design in style, texture, color, and character. The use of natural materials for exterior walls and floor finishes such as stone veneer, flag stone paving, etc., is highly encouraged. Wood, if used on the exterior of the buildings, should be of heavy dimensions to survive in the extreme climatic conditions. No exterior material or color shall be used that has a high gloss, glaring, or reflective (mirror) type of finish. Proposed materials must be approved by EDRC. See Appendix C for a list of approved building materials.

2. Colors. Color plays an important part in creating an aesthetic homogeneity in a neighborhood as well as in the community. Bright and primary colors tend to distract vision, versus subdued colors which tend to be soft and soothing to the eye. The light reflectance value (LRV) of the exterior colors shall be no higher than 38%. To carry through Entrada's goal of creating a community that does not overpower the natural desert, all improvements must be painted earth tones consistent with the building site and its visual surroundings. Exterior building colors shall be harmonious with the

mountainous surrounding while colors of the hardscape shall be complimentary to the natural desert ground. The primary color of a home must be different than the adjoining home. A four-foot (4') square area of the wall must be painted for EDRC's approval prior to painting the entire building.

D. BUILDING ELEMENTS

1. Walls and Columns. Walls are a predominant element of a building design. Undulating surfaces shall be incorporated in elevations to avoid long flat masses. Horizontal elevations can be accentuated with reveals, bands, etc., features. Such elements of design will give a low profile to the building which is consistent with the goal of Entrada at Snow Canyon. Varying heights of walls break monotony in design and create interesting elevations. Materials and textures too are important in creating a certain feel for the structure.

Stucco is the most common building material in the southwest. Smooth and light sand finished stucco buildings look quite elegant and are acceptable contrary to course finishes such as "heavy lace," which shall not be permitted. Native stone walls tend to merge the building with the site and are preferred. Bricks are not an appropriate material for the preferred architectural style and therefore they are not permitted. Wood may be used as accent but not for siding of the entire structure. Elements that are visible from surrounding areas, such as an electrical service panel, shall be mounted flush into the wall and painted to match the building.

Columns are an important design element. Specifically the proportions of a column must be in balance with the architectural design. Columns which are too thin or too fat in proportion or are inappropriately detailed as to the base and capital design are not acceptable. Columns must have a minimum dimension of twelve inches (12'') in diameter or width in both directions. A slenderness ratio of a column shall be a minimum of one to eight (1:8) meaning one foot thickness for eight foot height. Exposed wood posts shall be of at least an 8" x 8" construction.

2. Doors, Windows, and Shades. The design of an entry area in a building should be unique and complimentary to the style of architecture. Special consideration should be given to the entry door in terms of its artistic quality, design of the door, the hardware, material used and the finish (paint or stain). Doors and windows should be set deep into the wall to create shades and shadows in the elevations. All exterior doors shall be consistent with each other in details such as surrounds, jambs, sill or head, etc. Where vents are required for exterior (mechanical room) doors, full height louvers shall be used.

Windows must be proportionate to the wall mass and located in a proper order. The proportion of windows to the exterior surfaces will be carefully considered by EDRC at the time of plan review. Windows should be recessed into walls to create shades and shadows. Windows in the front walls must be recessed at least a minimum of 5-1/2 inches. The style and material of the windows shall be consistent. The use of

energy efficient windows is promoted. Window frames shall blend or compliment adjacent materials. White window frames shall not be permitted. Glazing must be double insulated unless technical difficulty exists such as in an extra large opening with a butt glazed treatment. All windows must have a "Low E" glazing. Canvas or similar type awnings shall not be permitted as the material tends to fade over time. Exterior sun shades are permitted with prior approval of the EDRC, provided they are out of sight when stored and their colors aesthetically blend with the balance of the structure. Careful consideration should be used when choosing the color of interior window treatments. Colors that blend with the exterior palette of the house are strongly encouraged. **White treatments that are viewed from the exterior of the homes are strongly discouraged.**

3. Roof. Consistent with the goals of the community, the height restrictions at Entrada at Snow Canyon are prescribed to cause home designs with a low profile and predominantly with a flat roof. Pitched roofs shall be hipped. Maximum roof pitch shall be 3.5:12. Mansard roof or other architectural roof elements, which are not an integral part of the structure, shall not be permitted.

The roofing material should be authentic and not simulated. Pitched roof materials shall be concrete or slate tile. All tiles shall be flat. Barrel tiles of any form (Villa, Spanish or 'S') are not permitted. All roofing material must be noncombustible. Color of the Roofing material shall be harmonious with the structure and blend with adjacent natural surroundings. Surfaces shall not be reflective such as a glazed tile or of a primary or bright color such as red, white, black and/or blue. Roof tops must be painted in a same color as the home or a coordinated color that creates a minimum of contrast. Sand should be added to the paint to reduce glare.

Roof-mounted air-conditioning equipment shall not be permitted. Galvanized sheet metal work should be kept clean and simple with a minimum of exposed metal and shall be painted with the same color as the roof.

Roof gutters shall be constructed into the roof structure with down spouts being run within the walls. Exposed gutters, down spouts, or scuppers shall be permitted if accentuated as part of the architectural detailing.

Plumbing vents pipes and similar elements shall be ganged resulting in a minimum number of vents penetrating the roof. These elements should be located on the interior side of the roof (away from the street). They must be painted the same color as the roof. Any pipe projection taller than 24" shall be encased in a chimney like structure or hidden behind parapets.

4. Garage and Porte-Cochere. In Single Family Detached neighborhoods, garages are required and shall be of a size large enough to accommodate the number of automobiles to be stored on that particular site. Carports are not permitted as a primary means of parking in a Single Family Detached neighborhood. Garages may be attached or detached from the main structure. Detached garages may be connected

to the main home via a breezeway. Porte-cocheres and breezeways are permitted subject to EDRC's approval. Wherever possible, driveways shall not be designed to be the primary pedestrian access to the home.

Garage doors shall not dominate the front elevation. Side entry garages shall be required on all single family custom homes unless physical constraints exist on the site. Ornamentation of the door shall be minimal and subtle. Doors shall be recessed into the wall a minimum of eighteen inches (18''). The garage front shall be stepped if longer than twenty six feet (26'). If more than four vehicles are to be stored, the balance of the vehicles shall be stored in tandem. Alternatively, separate garages physically located on opposite sides of the facade or in an "L" configuration may be constructed. Design of the door shall be consistent with the overall architecture of the house. Door color shall be subdued and be complementary to and not contrasting with the building. Doors shall be sectional. One-piece or single slab type garage doors shall not be permitted. Height of the garage door shall be maximum of eight feet (8').

Garages must be insulated and have finished interiors. All garages must be equipped with an automatic garage door opener. When the garage is not in use, garage doors shall be in a closed position. Garages shall be used only for the purpose of parking automobiles, golf carts and storing of household items and not as a commercial workshop or storage of merchandise or other such uses. Partial garage conversion may be approved if adequate room is available for parking of the number of vehicles owned by the homeowner.

5. Fireplaces and Chimneys. Wood burning fireplaces shall not be permitted in Entrada at Snow Canyon as they pollute the environment. A chimney shall be no taller than twenty four inches (24'') from any structure within ten feet (10'). Chimney flue must be concealed in a decorative enclosure which shall be no taller than eighteen inches (18''). Flue of the direct vent fireplace shall be concealed from general view via screen wall or landscaping. The chimney is a dominant element of architectural design and therefore shall be proportionate to and consistently detailed with the overall architectural design. Flue pipes shall be encased with a chimney enclosure of metal masonry and/or stucco, no taller than eighteen inches (18''). Fireplace walls shall run down to grade when located on an exterior wall.

6. Skylights. Skylights are an efficient means of bringing natural daylight into the interior of the home, however, at night, they tend to leak light. The total area of all skylights combined shall be restricted to three percent of the living area. Skylights must be integrally designed into the structure and should not be obtrusive. Placement, screening, and height of skylights shall be at the discretion of the EDRC. Glazing shall be tinted gray or bronze and shall not be clear or white. A skylight shall not be back lit. The skylight curb shall be painted or coated to match adjacent materials. Skylights may be installed only on the flat roofs. Shape of the skylight may only be like a pyramid, dome or parallel to the roof plane. Approval of shapes other than described above shall be at the discretion of EDRC.

7. **Solar Equipment.** Use of solar energy equipment is encouraged. However, the design and placement of the equipment shall be integrated with the architectural design of the structure. All solar equipment design and locations must be approved by the EDRC.

8. **Mechanical Equipment.** Ground source heat pumps are recommended. Forced air HVAC system with ground mounted condensers will be accepted. Condensers shall be screened by use of an EDRC approved screen fence.

RECREATION AMENITIES

A. POOL AND SPA

Pools and spas shall be built on-site. Above ground pools shall not be permitted. Pool, spa and related decks may be built outside of the building envelope. Pool equipment and enclosure may be outside of the building envelope. (Refer to fencing section for distance to property line.) The Committee may require an adequate landscape buffer to screen a pool or spa from adjacent private or common properties. Pool equipment shall be screened via screen fence and located such that it is not visible from adjacent public and private properties. Exterior shower enclosures or related equipment shall be screened from adjacent properties. Inspection of the pool and/or spa location is required prior to excavation.

B. TENNIS AND SPORT COURTS

Tennis and sport courts shall be permitted only upon EDRC's determination that the proposed court will not have visual or noise impact on the neighborhood. Home sites planning to install such courts must have larger than one acre Lot. EDRC shall determine the appropriate location, setbacks, landscape buffer and such requirements on a site by site basis. EDRC may require that the court be sunk below grade to reduce aesthetic impact. Courts may not be lighted.

C. SPORTS EQUIPMENT

Basketball hoops and backboards shall not be permanently installed on any structure or a Lot. Portable hoops will be permitted and must be stored out of sight when not in use. Other sports equipment such as a trampoline may be used on a temporary basis but must be stored out of sight when not in use.

D. SATELLITE DISHES AND ANTENNAE

A satellite dish may be installed on the ground or on a building when such a dish is completely screened from general view. The size of the satellite dish shall be limited to twenty-four inches (24") in diameter. The location of the dish and method of screening shall be approved by EDRC prior to installation. Dish shall be painted the same color as the home. Other types of antennas may be permitted on the roof if they are not visible from the street or general public view. Plans for location of dish must be submitted and approved by Review Committee.

SITE ACCESSORIES

A. GENERAL LIGHTING

Entrada's primary goal for lighting is to preserve the ambiance of the night time desert sky. Hence, exterior lighting shall be minimal and of a low intensity. Lighting is divided into two categories as referenced in these Guidelines: 1) General lighting (which is the lighting attached to buildings, poles, posts and fences); and 2) Landscape lighting (which is the lighting installed on the ground or trees). General lighting standards are listed in this section and the landscape lighting standards are listed in the Landscape Design Standards.

The primary function of general lighting is to provide light for normal use of premises and for public health and safety. General lighting shall be installed only in the areas that are primarily required for use on an every day basis and for the normal function of a home. Examples of this type of lighting include porch, patio, porte-cochere, and service area. General lighting shall not be in abundance. Light sources shall be localized, carefully placed and directed such that it will neither flood the adjacent areas nor will the source be visible from neighboring properties. As much as possible the lighting fixtures shall be recessed or physically integrated into the part of the structure it is on.

The Lot identification element must be lighted so that the address numbers can be seen at night. Lighting shall be directed downwards and pointed at the numbers. No light shall be placed on top of any building or fences. Neither eave lights nor ground mounted flood lights to wash the exterior of the house shall be permitted.

Security lights with motion detectors may be installed; however, they shall be on for no more than twenty (20) minutes at a time. These lights shall not be visible from neighboring properties. Should they be found to be a nuisance, EPOA may ask that the lights be shut off permanently.

Motion detectors shall be pointed in a manner such that the lights would not go on and off by motion of vegetation. Only incandescent lamps with a maximum of 75 watts shall be permitted for all general lighting. No lamp post type of lighting shall be permitted to light yards in any part of the property. Colored lighting shall not be permitted. No lighting shall

be permitted outside of the Building Envelope except for the driveway, the entry walk, driveway post and limited landscape lights.

B. SIGNAGE

In order to maintain the residential character of the community, no permanent signs of any type such as security, professional services, architect, general contractor, subcontractors, financing institute, real estate, pool company, etc., are permitted on any residential sites in Entrada at Snow Canyon except for the following temporary signs. No signage shall be placed on the property for political propaganda or garage sale. All signs must be reviewed and approved by EDRC prior to installation.

1. Construction Signage. A construction information sign (temporary) must be placed on a property during the course of construction. The design, construction and colors must be as per standard design provided in these Guidelines (See Exhibit 8 - Construction Signage Criteria). A plan box shall be attached to this sign which must have a set of approved plans at all times. The following information is mandatory and must appear on such sign:

- Property identification by Lot number and street address;
- Owner's name and telephone number (optional);
- General contractor's name and telephone number;
- Name of real estate brokerage only (optional);
- Name of financial provider (optional).

No other information shall be added nor shall additional signs be attached to or suspended from the sign.

The sign shall be located parallel to and approximately ten feet (10') inward from the front property line. The construction sign shall not be lighted. The sign must be removed immediately upon receipt of a final building inspection from the City. Additional sign board/s may not be hung or mounted on the main sign.

2. Real Estate Signage. 'For Sale' signs may not be placed upon any property in Entrada at Snow Canyon. Temporary 'Open house' or 'Models Open' signs (typical A-Frame) may be placed during periods when the house is manned by an Owner or by a real-estate professional. A-Frame should be black and have the dimensions of 30" x 30". Sign to be hung from A-Frame should be 24" wide and 18" high. Color of Sign can be any combination of Beige, Sage Green, Brown Mahogany, or Spanish Brown. All signs must be reviewed and approved by the Entrada Design Review Committee prior to installation. A flag that has an EDRC approved color may be attached to the A-Frame. Nothing else may be attached to the A-Frame. A single project sign shall be permitted for each subdivision.

C. FLAG POLES

Except for a flag pole for the display of the American flag, flag poles are not permitted in Entrada at Snow Canyon. Flag poles shall be mounted on a temporary basis. Any flag pole shall be subject to EDRC's approval for placement, design and height. The top of the pole shall not be higher than twelve feet (12') above grade. The flag pole shall not be used as an antenna. No spotlight or other type of light directed at the flag or flag pole is permitted.

LANDSCAPE DESIGN GUIDELINES

Entrada's site is unique in character and offers a full variety of desert vegetation. Improved grounds on home sites shall protect, nurture and enhance this vegetation. Existing vegetation is indigenous and appropriate to the Southern Utah desert environment. Developers and Owners shall ensure that developed areas will harmonize and blend with the existing natural environment rather than dominate the same. The objective of the landscape standards is to guide homeowners and builders in achieving this goal. Transplanting of lush greenery from other regions will be against the philosophy of the community.

A. BUILDING ENVELOPE TREATMENT

1. Building Envelope. In a tract development such as a multi-family residential and planned unit development, grass shall be permitted in the developed areas. In a single family custom home development grass shall be permitted within the building envelope and within the fencing. In either case the total area of grass shall be limited to no more than fifty percent (50%) of the area that is available for softscape. In a single family custom home development, unless specifically approved by EDRC, No grass shall be planted outside of the Building Envelope or in the front yard. Landscaping material within the Building Envelope shall be those materials as listed in Appendix 'D' Entrada Approved Plant List. Plants used in private courtyards or patios, which are shielded from view of neighboring properties and general public, may be left to the discretion and personal taste of the homeowner with the exception that they shall be no taller than six feet (6') or taller than the fence or any structure around it. EDRC may allow variances to this requirement upon determination that the proposed design is in the spirit of these Guidelines.

2. Transitional Zone. The Transitional Zone encompasses that area which is immediately around the building envelope as well as adjacent to the developed elements outside of the building envelope such as driveway, entry walk and sidewalk. The extent of Transitional Zone may vary from five feet (5') to fifteen feet (15'). The existing landscaping within this zone shall be preserved and further enhanced by cleaning up the grounds, removing dead plants and adding new vegetation that is compatible with the existing pallet of landscape material. This additional planting shall be done in a manner that imitates the natural growth pattern of plants and shall not be in a regimental or formal pattern. Exhibit 9 - Landscape Zones, shows this

condition for a custom home development. In a Multi-family and PUD developments, the landscape plans shall indicate subject zone.

B. GENERAL REQUIREMENTS

Landscape plans must be prepared by an EDRC approved professional landscape designer.

Any portion of the Lot not used for buildings, patios, driveways or sidewalks shall be landscaped at the time improvements are made upon the Lot. All Lots shall be landscaped in accordance with these Guidelines and shall be provided with an automatic irrigation system. All plant materials shall meet the requirements of the American Standard for Nursery Stock - ANSI Z60.1.

Plants shall be selected such that they are of appropriate size and shape for the yard being designed. Shrubs over three feet (3') in height or trees with a canopy lower than twelve feet (12') shall not be planted within the front half of the front yard, as measured from the back of the curb and the face of the building. This is required in order to allow for visibility along the street. Minimize planting of certain types of trees in narrow side yards to avoid the need for excessive continual pruning. Locate shade trees near the house for their cooling effects. Consider deciduous varieties on the south and west sides to access the winter sun to the house and yard.

Non-turf areas shall be treated with an approved pre-emergent prior to, and after, placing landscape topping to prevent weed growth. Use of plastic lining is not permitted. A fabric such as Mirascape by Mirafli or Geoscape may be considered by EDRC.

C. LANDSCAPE MATERIALS

1. **Approved Plant List.** For water conservation, low water demand plant materials should be used at Entrada at Snow Canyon. A variety of plants survive in this arid climate. A list of approved plants is included in Appendix 'D' Entrada Approved Plant List. These plants were carefully selected for their ability to blend with the natural desert, their drought tolerant characteristics, and for their foliage and seasonal flowering. Only those plants listed in this list may be installed.

2. **Trees.** Large trees are not a characteristic of the Entrada at Snow Canyon site and therefore use of oversized trees shall be prohibited. No trees shall be taller than two feet (4') above the height of the adjacent building at their maturity. Prior to the approval of tree types, EDRC shall determine if the proposed trees are in the spirit of this requirement. Trees may be allowed to canopy over walkways if the canopy is maintained at a minimum of ten feet (10') and over streets and driveways if the canopy is maintained at a minimum of twelve feet (12'). Plants (other than trees) shall not overhang any public walkways or streets.

A Minimum numbers of trees are required per the following schedule;

Lot size and tree sizes

Under 10,000 SF =	2 - 24" box
10,000 to ½ Acre =	3 - 24" box
½ Acre to 1 Acre =	3 - 24" box and 2 - 36" box
Over 1 Acre =	4 - 24" box and 3 - 36" box

Multi-trunk trees are recommended for open spaces to add informality to the overall design. Single-trunk trees are recommended for narrow spaces or near structures so that canopies will be higher and circulation unrestricted. Hedgerows of trees are not allowed. Trees should be planted singly or in natural groupings.

3. Shrubs. Shrubs of a single variety shall be massed to avoid a sporadic appearance. The variety of plant material should be somewhat limited because too many types are often confusing and detract from the overall landscape theme.

4. Turf. To maximize the cooling effects of turf, these areas should be located adjacent to or near the house where they are also easily accessible for recreation and enjoyment. Refer to restrictions on location and extent, which are noted in the landscape zone section.

5. Large Decorative Boulders. Any exposed rock surfaces shall be treated with an approved "desert varnish" (also called an oxidizing or aging agent) such as Eonite or Permeon. This process restores the natural desert coloration to disturbed surfaces. The color shall match as nearly as possible the color of the surrounding rocks. Boulders may be used in the landscape. They shall be sunk a minimum of 1/3 below grade and be in groupings to appear as if they existed naturally. The boulder color shall match as nearly as possible the color of the rocks in the Entrada at Snow Canyon area. An oxidizing or aging agent, as described above, may be used to achieve this desert varnish color.

6. Ground treatment. All surfaces not planted in turf shall have a topping applied such as decomposed or crushed granite, to prevent erosion and excessive dust. The topping colors shall match as nearly as possible the colors in the surrounding desert. A sample of topping materials shall be submitted to the EDRC as part of the Final Plan Review. Failure to have the topping materials approved will result in a penalty (See Appendix 'F' Fees & Penalty Schedule.) Artificially colored rocks shall not be permitted as topping.

D. IRRIGATION

Irrigation is critical for establishment of indigenous plants and many of the arid-region plant material; however, once established the plant material can survive with little or no water. While designing an irrigation system this element must be considered. Spray irrigation has negative impact on the micro climate as it has a large rate of evaporation and excessive run off onto natural desert area escalating weed growth. Drip irrigation is the

most appropriate and mandatory in Entrada at Snow Canyon since this type of application delivers water directly to the root zone and uses less water as well. Spray irrigation shall be limited to turf areas only. Irrigation shall be installed and be fully operational prior to or simultaneously with the installation of all plant material. All landscaped areas shall be provided with an automatic irrigation system. All permanent irrigation systems shall be below grade while temporary irrigation systems for new vegetation in the area outside of the Building Envelope shall be above ground. Temporary irrigations systems may be used for a period of one year from the date installation and then removed. This would result in a minimum disruption of the natural area. Install the temporary irrigation system in a manner to avoid run-off into the adjacent natural area since established native vegetation does not need irrigation and supplemental water can lead to disease and death of many of the plant species.

All systems shall have a back flow prevention device to prevent non-potable water from entering the potable water system. Irrigation controllers and back flow prevention devices shall be located such that they are not visible from adjacent Lots or streets. Systems shall be designed to minimize run-off and loss of water. Use of tensiometers and rain guards are encouraged to prevent the unnecessary watering of the landscape during rain storms. The irrigation system shall be designed to meet the peak demands of all the plant material. Where spray heads are used, they shall be the "pop-up" type. No exposed "knocker heads" are permitted. The irrigation system shall be designed for the scale of the yard. Spray heads shall have a maximum fifteen foot (15') radius throw, unless otherwise approved by EDRC.

E. LANDSCAPE LIGHTING

Landscape lighting shall be permitted within the Building Envelope, in the front yard portion of the transitional landscape zone and along the walkway leading to the front door and the driveway. Landscape lighting shall be shielded to prevent nuisance glare onto adjacent properties. Lighting should be automated and controlled by a timer. Conceal "up lights" as much as possible by boulders and shrubs to decrease their visibility during the daytime. Above grade fixtures shall not be permitted in turf areas. All outdoor fixtures shall be low voltage and use incandescent or florescent lamps. Colored lenses shall not be permitted (e.g., blue, green, red). Post lights taller than three feet are not permitted. All light fixtures shall be compatible with the architecture of the community. Walk lights along walkways and driveways shall project downward only. No exposed bulbs shall be permitted. All fixtures shall use an integral or below grade junction box. Fixtures other than post lights shall not exceed fifteen inches (15") in height above the ground. Fixtures are to be finished to blend with the area they are placed within.

F. WATER FEATURES

Water features shall not be built outside of the Building Envelope unless specifically approved. Water features shall be kept in scale with the house and shall minimize jets, sprays, and surface area, to reduce the loss of water through evaporation. Any water feature

visible to the surrounding area shall require approval by EDRC. Flash evaporation (micro-mist) systems may be installed. Water features shall be designed as part of the architecture.

G. ART OBJECTS

Art objects shall not be installed outside of the Building Envelope unless approved by the EDRC. Objects inside the envelope that are visible to the surrounding area shall also require approval by EDRC.

H. COMPLETION OF LANDSCAPE

Landscaping shall be installed per an approved design as defined under Building Process, Obligation to Complete Construction. The construction deposit defined in the Building Process shall be refunded only upon completion of the landscaping and final approval of the same by EDRC. At the time of the final inspection of the landscaping, all items including the irrigation system, lighting, planting and site amenities shall be complete and operational.

I. MAINTENANCE

The homeowner shall maintain all plantings in a healthy growing condition. Fertilization, cultivation, and pruning shall be carried out on a regular basis. Dead and dying plants shall be removed and replaced promptly. Irrigation systems are to be kept in proper working condition to avoid unnecessary loss of water. Owners shall be responsible for adjusting, repairing, and cleaning such systems on a regular basis. The irrigation system shall be designed and shall be checked regularly to ensure that water from the emitter or spray heads is not spraying onto walks or driveways or off the owner's property, causing excessive water loss, staining or irrigating areas not designed to receive water (e.g., natural desert areas).

J. MODIFICATION TO THE LANDSCAPE

Any modifications to the landscape visible to the public areas or to adjacent properties shall require approval from EDRC prior to such modification. Patio home landscaping, including common and limited common areas are maintained by an EPOA service provider and not by homeowners. This service provider is required to maintain the size and balance of all trees and major plantings. Major additions, removals, and pruning actions require concurrence of the EDRC. Patio Home owners need not be present nor consulted.

REVIEW AND APPROVAL PROCESS

A. APPLICATION PROCEDURE

In applying the Guidelines and the Declaration of the CC&R's, EDRC is charged with using its professional judgment to process each submittal in a fair, consistent, and timely fashion. EDRC has established procedural rules, approval time schedules and fee structures for review of plans and specifications. A minimum of three stages of approval are required for final approval of a typical new construction. Additional reviews such as a Reconsideration Review are also available. Requirements of the submission material and fees are provided later in this section. Exhibit 10: Design Review Flow Chart summarizes this process.

The owner shall submit all plans and specifications for review and approval at the current address of EDRC. Application forms and update of all policies for construction of improvements can be obtained at the address below. **Obtaining the required Review Committee approval is a prerequisite to new construction or remodeling of any improvements including but not limited to structures, paving, fencing, landscaping, landscape toppings, utilities, signage, site accessories and recreational amenities.**

The application will be received by the administrative staff of EDRC. Responsibility for completeness of the application material lies solely with the owner, and EDRC may return an application, without any action on it, due to insufficient information. This may cause loss of time for the owner since EDRC meets on a scheduled basis only. EDRC's address for all correspondence is as follows:

Entrada Design Review Committee
Split Rock, Inc.
906 N 1400 W
St. George, Utah 84770
Tel: 435-688-7222

B. EDRC'S ACTION

Upon receipt of a completed application, the submission material will be sent to consultants hired by EDRC for professional review and comments. Review by professional consultant/s is mandatory for all major construction items. However, for items of lesser concern EDRC may waive this requirement.

EDRC will act on the application at its next scheduled meeting held at least once a month. The owner or his representative, and/or consultant and the general contractor must be present to answer any questions that EDRC may have and also to respond to concerns which may surface during the review process. EDRC must have a quorum in order to pass any action on an application.

The members of EDRC shall use their expertise and/or that of a professional architectural consultant and knowledge of the Entrada at Snow Canyon philosophy in rendering their decision. **If EDRC concludes that the proposed design is not aesthetically pleasing, the application may be disapproved even though it may meet all of the conditions of the Guidelines.** The plans may also be disapproved if EDRC determines that the building is inappropriately sited.

Upon review of the submission material, and given due consideration to the advice of the consultant/s, EDRC shall take one of the following actions:

- Grant an unconditional approval;
- Grant a conditional approval;
- Issue a notice of disapproval;
- Table the application for further review until the next scheduled meeting; or
- Return the application for further information to be provided by owner.

Before giving an unconditional approval, EDRC may require that changes be made to comply with the requirements of the Guidelines and such additional requirements as EDRC, in its discretion, may impose. EDRC may impose additional requirements, as it discovers a need, for the continuity of the spirit of Entrada at Snow Canyon. Such elements as color, placement, finish, and material are all subject to the review of EDRC.

The approval or disapproval by EDRC of any element of any submission for any project shall not be deemed to constitute a waiver by EDRC of the right to approve, disapprove, object or consent to any of the features or elements embodied therein when the same, or similar, features or elements are embodied in other applications submitted to EDRC.

The amount of time taken by EDRC for the approval process will vary with the adequacy and complexity of the design information and the completeness of submittal material. A decision of EDRC to approve or disapprove a submittal, together with an explanation of further conditions to be satisfied by the owner, will be made within thirty (30) days after receipt of a completed submittal.

Following the approval of the plans by EDRC, a certification stamp on the approved plans shall be provided to the owner evidencing such approval. Any plan or specification approval given by EDRC refers only to its conformity with these Guidelines, the Declaration and such other rules, regulations and conditions as may be promulgated by EDRC. EDRC takes no responsibility for and makes no representations with respect to plan conformance with governmental codes or any other criteria. EDRC, by its submission of these standards and approval of plans and specifications, assumes no liability or responsibility for engineering or structural design, or for any defect in any improvement made pursuant thereto, and its approval shall not be deemed approval of any plans or design for structural safety or conformance with building or other codes.

C. OWNER'S ACTION

With regard to a conditional approval, EDRC may impose time limitations for the completion of improvements or require changes to be made which in its discretion are required to ensure that the proposed improvement will not detract from the appearance of the community or otherwise create any condition unreasonably disadvantageous to other Owners or to the community as a whole. In such case, the owner has an option to accept all conditions or to disagree and request a reconsideration of those conditions.

The owner may accept the terms of the conditional approval by signing a copy of the Letter of Conditional Approval and delivering it to EDRC.

An owner may request reconsideration of any ruling of EDRC by submitting to EDRC, in duplicate, written arguments for such reconsideration within thirty (30) days of the date of receipt of EDRC's ruling. EDRC will give its final ruling by answering the arguments and by confirming or modifying its ruling within thirty (30) days of receipt of the owner's written arguments. No fees are required for reconsideration. Failure of EDRC to notify the owner regarding the reconsideration within thirty (30) days of the date of submittal of the written arguments to EDRC may be deemed approval of the submittal.

In the case of disapproval after reconsideration of the application, the owner shall have the right to appeal to the Board of Trustees of EPOA.

A Final Approval by EDRC remains valid for one (1) year from the date of issuance. EDRC approval must be obtained prior to a formal submission to the City for a building permit. If a building permit is not issued within one (1) year after an owner has obtained the Final Approval, the approval is void. The owner may ask for, and receive, one extension of six months. The owner must submit a new application to EDRC if the time period expires.

Verbal approvals are not valid approvals under any circumstances. The owner shall not rely on and shall not place any value whatsoever on a verbal approval by anyone, including a Review Committee member.

As part of final plan approval process the Owner, Contractor, EPOA agreement shall be signed by all parties. This agreement contractually binds all three parties to the procedures of construction. (See Appendix 'E' Owner, Contractor, and EPOA Agreement).

D. EFFECT OF APPROVAL

Neither the Declarant, EPOA, the Board of Trustees or EDRC, or the members or designated representatives thereof shall be liable for damages to any owner or owner's representative submitting plans or owner's representative affected by the CC&R's or the Guidelines by reason of mistake of judgment, omission, or negligence unless due to willful misconduct or bad faith of such party.

Each owner, as a condition to obtaining any approval under these Guidelines, agrees to fully indemnify, protect, defend and hold harmless the Declarant, EPOA and EDRC against and from any and all claims, liabilities, lawsuits and disputes related in any way to any approval or to any approved or disapproved Improvement.

E. SUBMISSION MATERIAL

Submission material shall include:

- Architectural design and construction drawings with dimensions;
- Specifications;
- Exterior material and color samples;
- Scale models if available or if required by EDRC;
- Photographs (optional);
- Colored renderings (optional);
- Any additional items needed to inform EDRC of the full details of proposed construction.

Building material samples and colors shall be submitted on one or more thick piece(s) of letter-sized cardboard. All submission material (except scale model) shall become the property of EDRC and may be retained in order for EDRC to inspect the project upon completion. Upon the completion of the review, one (1) set of plans will be retained by EDRC for its records, and the other set of plans will be returned to the owner. Plans shall not be submitted to the City for a building permit until the written certification has been issued and all plans have been endorsed with EDRC's consent. This approved and endorsed plan shall be submitted to the City at the time of application for a building permit.

As a general requirement, include an information block on all submittal sheets containing:

- Name, address and telephone number of property owner.
- Name, address and telephone number of Applicant if different from owner.
- Name, address, telephone of the project architect and other consultants.
- Lot identification by Lot block, tract and subdivision.
- Street address of proposed project.
- Scale and north arrow.
- Date of original drawing, last revision, change or plan reissue.
- Sheet title and number.

F. DESIGN REVIEW

All Construction including exterior modifications will require EDRC review.

All new construction must follow a four-step approval process:

- Pre-Design Orientation
- Conceptual Design Review (Optional)

- Preliminary Plan Review
- Final Plan Review

EDRC may allow smaller projects to proceed directly to the Final Plan Review.

1. Pre-Design Orientation Meeting. A Pre-Design Orientation Meeting shall precede the Preliminary (or Conceptual) Design Review. Prior to this meeting the property and building envelope corners shall be staked. The owner, contractor (if selected, and design team members are required to meet with a minimum of two (2) representatives of EDRC to review the proposed improvements. The discussion shall include:

- A visit to the project site to determine topography, natural elements to preserve, view corridors, preliminary location of construction fence, etc.;
- A review of the process of designing and building improvements at Entrada at Snow Canyon and the owner's role in that process;
- A review of the standards for professional consultants;
- A review of Entrada's architectural and landscape philosophy;
- A review of the Guideline and updates;
- Any potential requests for variances by owner's consultants;
- A discussion of the Owner/Contractor/EPOA Agreement.

The owner must use professional duly licensed consultants. All building construction documents must be prepared by a registered architect (Utah or other state) or by a residential designer approved by the EPOA.

The Orientation Meeting provides EDRC member/s an opportunity to meet the owner and the member of his/her design team. The owner is responsible for understanding and complying with the provisions of the Design Guidelines, and assuring that all consultants also understand and comply with the Guidelines. The owner is responsible for ensuring that any revisions relating to the improvements are properly submitted and approved prior to construction. The owner is also responsible for ensuring that the owner's licensed professionals and contractors construct the improvements in conformance with approved plans, revisions and within the allowable time frame. The owner shall furnish copies of these Guidelines to his design team members.

2. Conceptual Design Review. Conceptual Design Review is the first design review. This is not mandatory. Purpose of this review is to give a general idea of the design to EDRC at an early stage of design so that EDRC can guide the designers in proper direction in case any of the requirements are misunderstood. No specific material is required for submission except for general sketches of the proposed project which would explain setbacks, encroachments (if any), footprint coverage, building heights and proposed finish floor elevations. Conceptual design need not go through a review by EDRC's consultant nor should it need a lengthy time for review

and comment. At least two of the members of EDRC shall review and approve conceptual plans. No fees are required for this review.

3. Preliminary Design Review. Preliminary Design Review is the first formal design review. This review is mandatory. If the owner wishes to apply for variances to any conditions of the Guidelines, it should be formally addressed at this approval stage. The intent of Preliminary Design Review is to evaluate the proposed design at a preliminary design level. Finding and avoiding conflicts with the Guidelines will save the owner and design team considerable time and expense.

In the Preliminary Design Review stage, EDRC will focus on architectural form and fundamental relationships between the owner's proposed improvements and the surrounding environment. EDRC will not focus on each and every detail at this point; however, the variances will be closely scrutinized. Mandatory submission materials for Preliminary Design Review include (One full size and seven half-size sets of plans for items 3b thru 3f):

a. Application Form and Review Fee. A completed form with signature of the owner (Appendix 'B' Application Forms.) The fee for a custom home plan review and three inspections, One Thousand Five Hundred Dollars (\$1,500.00) non-refundable, paid by check made payable to "Entrada Property Owners Association." (Appendix 'F' Fees & Penalty Schedule.)

b. Preliminary Site and Grading Plan (1/8" or 10' or 20' scale). This plan shall include the following items;

- Property lines, building envelope lines, and easements.
- Proposed footprint of the building (outline of exterior walls) and the roof design with overhangs, hip, ridge, valley and patio covers (in dashed lines).
- Footprint coverage calculation and other pertinent information.
- Existing and proposed easements.
- Schematic design of driveways, walkways, patios, fencing, gates and pool. HVAC equipment location and screening method.
- Proposed building floor slab elevation/s and spot grades of elements such as pool, deck, driveway, fences and planter walls.
- Method of surface and subterranean drainage flow.
- Lot corner and envelope corner elevations and at least two (2) spot elevations along the curb. Grades shall be mean elevation above sea level.
- Existing and proposed contours at two-foot (2') intervals. Show significant geological features, vegetation and trees.

c. Preliminary Floor Plans (1/8" or 1/4" scale). These plans shall include all floor levels to present the total home design. Include all living and non-living areas with room names. Provide overall exterior dimensions.

- d. **Preliminary Roof Plan (1/8" or 1/4" scale).** This plan may be combined with the site plan. The following information must be included in the roof plan:
- Flat and sloped roof areas with pitch and direction of slope.
 - Patio covers, trellis, fireplaces and skylights (with square footage).
 - Location of exterior walls and columns (shown in dashed lines) in relationship to roof edge.
 - Roofing material and color.
 - Location and screening of satellite dish if it is to be installed on the roof.
- e. **Preliminary Elevations (1/8" or 1/4" scale).** This drawing must include the following information:
- A minimum of four (4) exterior elevations of each proposed building identified as north, south, east, west, as well as front, rear, left, and right sides. Show fencing in elevation.
 - All proposed exterior materials and color description on elevations.
 - One set of colored elevations (Optional).
- f. **Typical Building and Site Sections (1/8" or 1/4" scale).**
- Two (2) sections. One taken from front to back of the house including street, front and rear yards to show the building site relationship. Second taken from side to side up to the property line.
 - Show all existing grades in dashed lines and proposed grades in solid lines.
 - Indicate all section cut lines on schematic site, grading and floor plans.
- g. **Architectural Rendering (Optional).** A two-point sketched perspective rendering with a view point above the roof line and generally at a 45-degree angle to the face of the building. The perspective should show proposed buildings, driveways, walkways, patios, pool, fences, walls, planting and grading treatments, and how they relate to the adjacent land.
- h. **Photographs (Optional).** Photos of the site and around the site showing all existing conditions and surrounding areas and buildings.
- i. **Scale Models.** Scale Models shall be mandatory in cases where EDRC determines that a model is needed in order to understand all of the impacts of the proposed structure. The model need not be detailed or colored; rough study models that show architectural form are acceptable.
- j. **Variance.** To request a variance a statement must be provided describing the reasons why the variance should be granted and the hardship it would cause if not granted.

4. Final Plan Review. Final Plan Review material is to be of a level equal to the customary working drawing stage in the field of architecture. Final plans must be in substantial compliance with the approved preliminary plans. In this review the design of the finalized building and site details will be scrutinized.

Material for the Final Plan Review shall include the same drawings as submitted in the preliminary plan review submission (one full size and seven half-size sets of plans) except that the information should be provided in a greater detail. In addition the following items must be submitted.

a. Site and Grading plans:

- Utility lines, meter locations and means to conceal them from general view.
- All exterior hardscape materials, texture and colors.
- Show top and toe of slope line locations and grade changes (with elevations).
- Top of wall and fence elevations and hardscape elevations.
- Location, typical details, and specifications of drainage facilities, including drainage inlet and outlet structures (with spot elevations). Location of roof drains and area drain connections.

b. Exterior Elevations (1/4" scale). The elevation plan must show all exterior materials and finishes, main entry door, garage overhead door, gates, columns, ornamental iron work, exterior trim and special architectural features such as skylights and solar panels as permitted. Exterior lighting fixture type, location, and finish. It must also show items that will be evident on the exterior of the finished building including louvers, vents, roof drain and gutter outlets, access openings, meter boxes, electrical fixtures, expansion joints, flashing, tile or masonry feature strips, etc. Roof pitch and maximum height of the finished structure must be shown.

c. Building Sections (1/4" scale or larger). Sections must show detailed composition of all types of walls, floor and roof elements and materials used, including wall and roof heights and roof pitches.

d. Roof Plan. Show all roof drains and overflow drains/scuppers. Indicate color. Locate roof mounted Satellite dish. Show all pipe penetration taller than 24". Show chimneys and skylights.

e. Electrical Plan. Show all exterior lighting, and fixture schedule including cut sheets for exterior lights visible from other properties or public areas.

f. Reflected Ceiling Plan. Unless shown on electrical floor plan, this plan must show complete ceiling systems for exterior overhangs.

g. **Details.** Show details necessary to supplement information of all plans for a comprehensive understanding of the construction of the building.

h. **Landscape, Irrigation and Landscape Lighting Plans (1/8" scale).**

These plans may be submitted in stages. A conceptual landscape plan must be submitted at this review stage, however, detailed construction plans may be submitted thirty days (30) prior to the installation of landscaping, irrigation and landscape lighting. These plans must show the following details:

- Identify landscape zones.
- Indicate number, location, type and size of the trees and shrubs and plants.
- Provide a 'Landscape Plant List Legend'
- Indicate turf and ground cover areas.
- Conceptual irrigation plan indicating permanent and temporary irrigation areas. Show typical drip irrigation and/or conventional irrigation systems.
- Locate landscape lighting. Provide specifications of all landscape light fixtures. Provide complete information on the lamp, lens, and wattage to be used for all exterior fixtures.

i. **Pool, Spa, Fountain Plan and Details.** This plan must show plans, sections and details for pools, spas, fountains and all other water treatments (including related drains) to be located on the Lot. Provide cross-sections of the pool, spa, or fountain and the adjacent hardscape showing their relationship to adjacent property where applicable.

j. **Security Systems Plan.** Show location and method of mounting all exterior equipment if a security system is to be installed.

An approved set of drawings with EDRC's approval stamp must be submitted to the City as part of the required material for a building permit.

An electronic copy (in a pdf file format) of the approved set of drawings must be submitted to the EDRC for their file records.

G. DESIGN REVIEW FEES

Design Review fees are charged to cover administrative costs, consultant fees and other related costs considered ordinary in administrating the Design Review process. A fee schedule shall be available from the offices of the Entrada Property Owners Association or on the web at www.entradaepoa.com. The fee schedule may be revised by EDRC from time to time and be modified as appropriate. All applications shall be accompanied by the appropriate fee. The schedule is in Appendix 'F'; however the owner shall verify the current fee structure at the time of making the application. All payments shall be made payable to the Entrada Property Owners Association and delivered to EDRC.

A one time non-refundable fee shall be charged for plan reviews and three site inspections on any new construction or addition or remodel. For a major new construction project, such as the construction of a custom home, or a significant remodel of or an addition to an existing structure, this fee shall include two reviews at the Preliminary Plan Review stage and one review at the Final Plan Review stage, as well as the three (scheduled) on-site inspections. Should additional plan reviews or site inspections be needed, additional fees shall be charged as set in the fee schedule. (See Appendix 'F' Fees & Penalty Schedule.)

BUILDING PROCESS

The Entrada Property Owners Association (EPOA) and its EDRC shall monitor all construction activities within the community to ensure that the Guideline regulations are being followed, that improvements are being made to individual sites in accordance with the approved plans and that the natural vegetation is being preserved. This section lists requirements that must be followed by Owners, contractors, subcontractors and any other entity related to the construction process. Also listed is the construction inspection procedure that must be followed in the improvement of a custom home site. The processes and regulations do not apply to land development actions taken by the Declarant or its assigns during the community development of Entrada at Snow Canyon.

Violations of the building process may result in fines as outlined in this document and/or in Appendix 'F' Fees & Penalty Schedule.

A. CONSTRUCTION FLOW PROCESS

The general, or basic, step-by-step procedures for building Improvements at Entrada at Snow Canyon are sequentially described here:

- Owner to obtain Contractor approval.
- EDRC approves final working drawings; City issues Building Permit.
- Submit pre-construction materials to EDRC (see below).
- Pay construction deposit and cleanup fees.
- Sign the Owner, General Contractor, EPOA agreement.
- Install temporary fence around Building Envelope.
- Call EDRC for inspection of temporary construction facilities.
- Stake and flag the location of all underground utilities to avoid damage. This service is available through Dig Alert at 1-800-422-4133.
- Start construction.
- Call for basement, pre-slab, post framing and pool location inspections and receive approvals from EDRC.
- Complete construction and cleanup premises.
- Call for and receive final approval from EDRC.
- Receive refund of the construction deposit.

1. **Builder Approval.** All residential dwellings shall be constructed by a preferred builder or an approved builder.
 - a. Preferred Builder. A builder with the exclusive right to build in an Entrada subdivision.
 - b. Approved Builder. A builder may be approved by the EDRC based upon various qualifications including professionalism, experience and reputation. The EDRC may approve a builder, on a provisional status for one specific project or for several projects. Owner builders are generally discouraged at Entrada, however, if an owner can demonstrate the competence to manage a project of the proposed size and scope, then the EDRC will consider this request.

2. **Pre-Construction Submittals.** Before beginning construction, the following items shall be submitted to EDRC for their permanent files:
 - a. Drawings. One (1) full set of final working drawings as submitted to the City.
 - b. Construction Deposit. In the amount of Ten Thousand Dollars (\$10,000.00) for a construction of a custom residence. Fees for remodel and other construction activity shall be established by EDRC at a later date.
 - c. Clean-up Fee. In the amount of One Thousand Five Hundred Dollars (\$1,500.00), non-refundable.
 - d. Agreement. Signed Owner/General Contractor/EPOA agreement.

3. **Site Inspections.** There are three site inspections required during construction of a custom residence. They are 1) Pre-slab, 2) Post framing, 3) Final. In addition, a home with a basement or pool will require additional inspections. They are 1) Basement prior to pouring foundation for basement perimeter walls and 2) Pool location prior to digging. For these inspection fees, see (Appendix 'F' Fees & Penalty Schedule.)

A minimum of a 72 hour notice shall be given for each inspection to allow better scheduling of time.

The intent of basement inspection is to confirm that the structure is located in accordance with the approved plans, to insure the correct final floor elevation, and that no modifications are being made without a review and approval from EDRC. The contractor shall schedule this inspection prior to pouring foundation concrete. Envelope corners shall be staked and lines shall be pulled to assist EDRC's representative as necessary.

The intent of the pre-slab inspection is to confirm that the slab will be poured in a position as approved by EDRC and that proper building setbacks and FFE are maintained. Contractor shall schedule this inspection and meet with and provide assistance to EDRC's representative in measuring distances, setbacks and FFE. **Property corners, stringed property lines, an offset elevation stake, and other monuments necessary shall be in**

place to assist EDRC's representative in the performance of this task. In the case of a basement there shall be two inspections, one for the basement (prior to pouring the basement slab) and the other for the house slab.

The intent of the post framing inspection is to confirm that the structure is being built in accordance with the approved plans and that no modifications are being made without a review and approval from EDRC. The contractor shall schedule this inspection prior to beginning stucco work and assist EDRC's representative as necessary.

The intent of the pool inspection is to confirm that it is being built in accordance with the approved plans and that no modifications are being made without a review and approval from EDRC. The contractor shall schedule this inspection prior to digging and assist EDRC's representative in locating setback lines.

The final inspection shall be scheduled upon completion of the project. Intent of this inspection is to verify that the final building and site improvements are in conformance with the approved plans in terms of building materials, colors, landscaping, pool, fencing and such elements. Property must be cleaned up and ready for occupancy and any and all damage to private and common properties must be repaired. In the case where the property is to be occupied prior to completion of landscaping, there shall be two inspections. In such case the property shall be free of all construction debris except for the landscaping related items at the time of the first inspection. A partial refund of the construction deposit may be made. Upon approval of the final inspection after landscaping, the contractor may request a refund of the balance of the construction deposit.

In accordance with the Declaration, any member of EDRC, or any other representative, agent, or employee of the Board, may, at any reasonable hour enter a Lot and inspect any improvement being built thereon for the purposes of inspection for compliance with approved plans, these Guidelines and the Declaration.

Upon the completion of any Improvement, the owner or his representative shall give written or a verbal notice thereof to EDRC. EDRC, or its duly authorized representative, may inspect the completed Improvement in order to determine whether it was constructed, erected or installed in substantial compliance with the approved plans. If EDRC or its representative finds that such work was not done in substantial compliance with the approved plans and specifications, it shall so notify the owner in writing after the inspection. The notice shall specify the particulars of noncompliance. In the event the owner fails to remedy the noncompliance within thirty (30) days from the date of notification to the owner, EDRC shall so advise the Board. Upon receipt by the Board of notification of noncompliance from EDRC, the Board, in addition to any other remedies it may have pursuant to these Guidelines, the Declaration and applicable law, shall have legal standing to commence and prosecute legal proceedings against any owner in order to correct such noncompliance as it deems necessary. The construction deposit shall not be refunded until such noncompliance is corrected.

B. OBLIGATION TO COMPLETE CONSTRUCTION

Once a Lot Owner commences construction, construction must continue in a professional manner until the residence is completed, a certificate of occupancy is issued and landscaping installed. All work shall be completed within twelve (12) months of construction commencement. At no time shall construction stop for more than fourteen (14) consecutive days. If there is any delay in continuing construction once commenced, the EPOA may levy a fine against the Owner until work resumes in a professional and customary manner.

C. RESPONSIBILITIES AND REQUIREMENTS

Each owner is responsible for hiring contractors and subcontractors licensed in Utah to construct the owner's residence or other Improvements. Contractors, subcontractors, equipment operators and their employees are the responsibility of the Lot Owners employing them. Owner-builders have the same responsibility as a general contractor.

The owner or owner's general contractor or superintendent is required to provide someone on-site with adequate authority (whenever one is needed) to receive deliveries and direct suppliers and subcontractors.

All equipment operators must possess an appropriate driver's license. All vehicles must be parked on one side of the street, along the lot frontage.

The owner is responsible for making certain that all construction personnel are familiar with and obey the rules governing their activities at Entrada at Snow Canyon.

Each general contractor or superintendent is responsible for familiarizing their employees, subcontractors and suppliers with all relevant construction requirements and provisions in these Design Guidelines, and enforcing them. Each general contractor or superintendent is responsible for controlling employee work hours, and controlling any activities of employees that may be deemed as an annoyance or nuisance to lot owners (e.g., radio volume).

The owner or owner's general contractor or superintendent are required to construct the residence and surrounding Improvements according to the plans, specifications and revisions approved in writing by EDRC.

Each owner and owner's contractors shall be responsible for providing adequate sanitary facilities for their construction personnel.

The owner or owner's general contractor or superintendent is required to schedule inspection(s) as described in the preceding section. **Failure to do so shall cause a penalty in the amount of One Thousand Dollars (\$1,000.00).**

Upon completion of any Improvement, the owner shall give written notice thereof to EDRC.

D. TEMPORARY CONSTRUCTION FACILITIES

The following temporary construction facilities are required to be placed on the Lot. A Temporary Construction Facilities Plan indicating the location of the facilities on the Lot will need to be submitted and approved by EDRC prior to their installation. No construction trailers or other temporary construction facilities will be allowed without EDRC's approval. In any case, no shacks, trailer or temporary construction facilities may be used as living quarters.

All temporary construction facilities shall be subject to immediate removal upon notice by EDRC or designee and must be removed within one week after receipt of the Certificate of Occupancy for the structure as follows:

1. **Temporary Water.** To facilitate dust control, a temporary water riser together with one hundred fifty feet (150') (minimum) of 3/4" heavy duty rubber water hose and a hose stand shall be provided and installed in accordance with EDRC's requirements.
2. **Temporary Toilet.** A temporary portable toilet in good condition shall be provided with a biweekly chemical maintenance program. These units shall be maintained in a clean, sanitary and odorless condition. The color of the temporary toilet facilities shall be either green or brown, and shall be located only on the building site itself or in other areas approved by EDRC.
3. **No Interruption of Water Flow.** It is the responsibility of the contractor to insure continuation of water flow to adjacent Lots so that damage is not done to other properties' landscaping, etc.
4. **Dumpster.** A minimum three (3) yard steel roll-off dumpster shall be maintained in clean exterior condition, free of graffiti, on the Lot for the duration of the construction phase for adequate containment of all construction waste. The color of the dumpster shall be either green or brown. A regular dumping service shall be utilized so that overflow and unpleasant odors do not occur.
5. **Plan Box and Lot Sign.** A plan box and accompanying Lot sign shall be installed in accordance with EDRC's standards. A complete set of approved plans and permits shall be maintained in the plan box while the residence is under construction. EDRC must be provided with a key or combination if the plan box is locked. Proposed locations of the following temporary construction facilities must be shown on the Temporary Construction Facilities Plan and approved by EDRC before they are installed on the site. Such facilities are not mandatory.

6. Temporary Construction Trailer (optional). Trailers shall be no larger than 12' x 20', and shall be maintained in good, clean condition and repair. The color of temporary construction trailers must be either green or brown. Trailers shall be recessed and back-filled into the ground with a matching wooden "skirt" applied. No construction "shacks" will be permitted. Trailers may not contain advertisement of any kind.

7. Storage Bins (optional). Storage bins for on-site material storage shall be steel and maintained in good, clean condition and repair. The color shall be either green or brown.

After the Temporary Construction Facilities Plan has been approved and the actual facilities installed on the Lot, EDRC's member or a representative may make a site inspection of the facilities.

E. USE OF ADJACENT PROPERTY

The use of properties adjacent to the Lot under construction for vehicle access purposes, parking or equipment and material storage shall not be permitted without the approval of EDRC and the affected property owner. General contractors, employees, suppliers, and subcontractors shall not enter common areas for any reason at any time unless granted permission by EDRC. All adjacent properties, if accidentally encroached upon, must be returned to its original condition or better at the end of construction period. The construction deposit will be held until this is accomplished.

F. THE CONSTRUCTION PROCESS

1. Construction Hours. Construction on and around the exterior of the structure shall be limited to:

September 16 – May 14
Monday through Friday
7:00 a.m. - 5:30 p.m.

May 15 - September 15
Monday through Friday
6:00 a.m. - 7:00 p.m.

Saturday
8:00 a.m. - 4:00 p.m.

Saturday
8:00 a.m. - 5:00 p.m.

Site access may begin one-half hour before construction begins each day and an additional half-hour is allowed for site egress each day. No construction-related activities shall be permitted on Sundays or official Entrada at Snow Canyon holidays. Official Entrada holidays are as follows:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

2. **Access to the Lot.** Representatives of Entrada Design and Review Committee and the Entrada Property Owners Association shall have full access to the Lot and buildings while under construction to:

- a. Inspect the Lot or Improvements at any time.
- b. Remove security, health or safety risks or hazards.
- c. Clean or maintain the Lot or Improvements.
- d. Enforce any provision of the Declaration or these Design Guidelines.

3. **Site Signage.** No signs other than an approved address sign located on the plan box or the standard construction sign as described in the signage section shall be permitted on Lots under construction.

4. **Site Conduct and Safety Precautions.** The general contractor, job superintendent, and their employees, subcontractors and suppliers shall:

- a. Comply with all of the construction provisions established in the Design Guidelines and the Declaration.
- b. Follow the directives of the Entrada at Snow Canyon security and staff and EDRC.
- c. Not consume alcoholic beverages on the site.
- d. Not damage or disturb the work of others.
- e. Take all necessary precautions for the safety of all persons, materials, and equipment on or adjacent to the site. Furnish, erect and maintain approved barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions during the work.
- f. Not disturb residents or guests of Entrada at Snow Canyon.
- g. Not play loud music, talk loudly or use profanity at the construction site.
- h. After construction hours nothing shall be parked or stored on the street.

It is the responsibility of the owner and the general contractor to see that all of these rules are being followed.

5. **Site Maintenance.** The general contractor, job superintendent, and their employees, subcontractors, and suppliers shall comply with the following rules established for the maintenance and cleanliness of the site. The general contractor or job superintendent shall:

- a. Maintain the site in a neat and clean condition, neatly stockpiling all materials delivered for or generated by the work and immediately remove any waste material or debris generated by the work.
- b. Contain all trash and bottles, cans and lunch debris.
- c. Remove all equipment, materials, supplies and temporary structure when any phase of the work is complete, leaving the area neat and clean. Equipment not in daily use must be removed from the job site.
- d. Keep the streets and adjacent property clean and free of dirt, trash, debris or other material related to or caused by the work, and clean up any street spills.
- e. Maintain dust control on the Lot

NOTE: The Owners and Builders are prohibited from dumping, burying or burning trash anywhere on the Property.

6. Disposal of Site Spoils.

- a. Any spoils generated from the site grading must be placed on the Lot and within the construction compound. No material may be placed on the street, common areas, or outside of the construction compound.
- b. Storage of spoils on adjacent property will not be permitted.

7. Compliance. EDRC and the Entrada Property Owners Association reserve the right to deny site access to any general contractor, job superintendent, subcontract, supplier or their employees who is in violation of the construction regulations. EDRC and the Owners Association reserve the right to stop construction on a Lot where:

- a. The improvements are being built or the Lot is being landscaped contrary to the approved plans.
- b. These Design Guidelines, approved plans, the Declaration, or Entrada at Snow Canyon security regulations are not being complied with fully.

EDRC's inspector will inspect the site periodically. An offense may result in a stop-work order and contractor entry restrictions. Any costs whatsoever incurred by the Entrada Property Owners Association in enforcing these rules or remedying a violation will be billed to the owner. Exercise or non-exercise by EDRC or the Owners Association of the rights delineated under this provision shall not be deemed a waiver by EDRC or the Owners Association and shall not preclude EDRC or the Owners Association from initiating any legal action against the violators (including Owner) of the Declaration, construction regulations or Design Guidelines.

8. Revisions to Approved Plans During Construction. Revisions to approved architectural or landscape plans during construction must be approved by the Project Architect or Landscape Architect or Designer before EDRC reviews them.

EXHIBITS

EXHIBIT 1: LOT IMPROVEMENT CRITERIA

EXHIBIT 2: ACCESS EASEMENT

EXHIBIT 3: DRIVEWAY AND GARAGE DESIGN

EXHIBIT 4: FENCE

EXHIBIT 5: BASEMENTS

EXHIBIT 6: MAXIMUM BUILDING HEIGHT

EXHIBIT 7: HEIGHT ON VARIED TERRAIN

EXHIBIT 8: CONSTRUCTION SIGNAGE CRITERIA

EXHIBIT 9: LANDSCAPE ZONES

EXHIBIT 10: DESIGN & CONSTRUCTION REVIEW FLOW CHART

APPENDICES

Appendix 'A' : Definitions

Architectural Projections. Shall mean any projections beyond exterior walls such as fascia, roof rafters, eaves, poles, posts, columns, balconies, wing walls, fire places, bay windows, etc.

Balcony. Shall mean an extension of the residence which is accessible from the second story with cantilevered supports. Such space shall be further classified as a non-livable space.

Basement. Shall mean a livable floor having at least fifty percent (50%) of each of the perimeter walls below grade.

Board of Trustees. Shall mean the Board of Trustees of Entrada Property Owner's Association.

Building Envelope. Shall mean the area of residential or commercial property bound by setback lines.

Building Footprint. Shall mean the Lot area covered by structures including the interior and the exterior spaces such as living area, garage, covered patio, porch, porte-cochere and such. Eaves and overhangs beyond structural support shall not be included.

Building Height. Shall mean the distance from top of the main floor slab to the top of the highest building element.

Common Area. Refer to section 1.3 of Declaration.

Courtyard Basement. Shall mean a walk-out basement that opens onto a courtyard.

Declarant. Shall mean The Entrada Co., L.L.C.

Declaration. Shall mean the Declaration of Covenants, Conditions and Restrictions for ENTRADA.

Development Control Map. Shall mean the map that is provided by EPOA designating building envelope limits, maximum building area, maximum building height and other restrictions.

Exclusive Common Area. Refer to section 1.7 of Declaration.

Guidelines. Shall mean the Development Guidelines for ENTRADA

Living Area. Shall mean floor area located within the exterior building walls of a residence excluding garage, porch, patio, exterior stairs and storage or mechanical equipment area accessible from garage or exterior of the building. Interior stairs shall be counted as living area only on the first floor.

Lot. Shall mean a recorded single family lot.

Owner. Refer to section 1.10 of the Declaration. For purposes of plan review processing the applicant having a power of attorney to represent the owner shall be defined as the owner.

Private Yard. Shall mean any yard on a residential lot that is hidden by walls or structures and is generally not visible to public from immediately adjacent areas.

Public Yard. Shall mean any yard on a residential lot that is not hidden by walls or structures and is generally visible to the public from immediately adjacent areas.

Resident. Shall mean any person who is physically residing in a dwelling unit constructed on any residential lot for a period of two weeks or longer and so long as said person is so residing.

Review Committee. Shall mean Entrada Design Review Committee.

Sub-Association. Shall mean any association formed in ENTRADA other than the Entrada Property Owner's Association..

Terrace. "Terrace" shall mean an extension of the residence accessible from the second story which has supports extending to the ground. Such area is further classified as non livable area for Living Area calculations.

Walk-out basement. Shall mean a livable floor having at least fifty percent (50%) of the total area of the perimeter walls below grade. Additionally the wall/s with a door must be at least thirty inches (30'') below grade.

Appendix 'B' : Application Forms

ENTRADA - PLAN REVIEW APPLICATION FORM

PRELIMINARY PLANS, FINAL PLANS
 New Residence Additions/Alterations
 Substantial Reconstruction Exterior Color Change
 Landscaping Other

TO, ENTRADA Design Review Committee
2025 N.2320 w., St. George, UT 84770

FROM: _____ LOT _____
 Owner' Name

 Owner's Address

 Daytime Telephone Number/s

APPLICANT _____
 Name, Address _____ Tel.

ARCHITECT _____
 Name, Address _____ Tel.

LANDSCAPE ARCHITECT _____
 Name, Address _____ Tel.

BUILDER _____
 Name, Address _____ Tel.

LENDER _____
 Name, Address _____ Tel.

REVIEW CRITERIA:

Every application presented to the Committee is given full careful review, with consideration given for the Site and the requested amenities. Each submission is judged on its own merits. What may be acceptable for one submittal or Lot may not apply to another submittal or Lot.

LIST THE FOLLOWING

Total footprint coverage _____ (SF)
 Total living area _____ (SF)

- This is the ____ (1st) ____ (2nd) ____ (3rd) ____ (4th) submittal.
- Has the check list been filled out? _____ Yes _____ No.
- Plan check fee of \$ ____ (This fee covers one conceptual, two preliminary and two final review submittals).
- Plan check fee for additional review \$ _____

SIGNATURE: _____
 Applicant _____ Date _____

APPROVAL (To be completed by Committee)
 _____ Approved _____ Approved with conditions _____ Denied

BY: _____
 ENTRADA Design Review Committee _____ Date _____

ENTRADA AT SNOW CANYON
PRELIMINARY PLAN SUBMITTAL REQUIREMENTS AND CHECK LIST: (PAGE 2)

OWNER _____
 Name Lot No.
 APPLICANT _____
 Name, Tel.

COMPLIANCE REQUIREMENT
 DOES NOT
COMPLIES COMPLY.

- _____ _____ Indicate and list separately if any variances are requested and reasons for the same.
- _____ _____ Architect's and a landscape architect's name and registration no. shall be noted on plans.
- _____ _____ Are two sets of plans submitted.
- _____ _____ Plan shall have general information such as name, scale, etc.

SITE PLAN & ROOF PLAN

- _____ _____ Identification of Lot by parcel and lot number.
- _____ _____ Lot boundaries with dimensions,
- _____ _____ Dimensioned main and accessory building footprint (with patio, balcony etc., in dashed lines) with roof lines (in solid) including eaves ridges and valleys. Dimension overhangs.
- _____ _____ Property fencing and gates with heights and lengths dimensioned.
- _____ _____ Building and fencing setbacks with dimensions.
- _____ _____ Side walks, driveways (with distance to trees), utility boxes and points of connection.
- _____ _____ Finishes of all exterior paving materials including, walkways, driveways, pool deck etc.

GRADING PLAN (No smaller than 20 Scale)

- _____ _____ Existing and proposed grades.
- _____ _____ Lot boundaries with dimensions.
- _____ _____ Drainage pattern.
- _____ _____ Grades of adjacent properties, streets, slope banks etc.
- _____ _____ Retaining wall location and sections and other site structures if any.

FLOOR PLAN/S (1/8" or 1/4" Scale)

- _____ _____ Dimensioned floor plan/s for each level including porte-cochere, patios, balcony etc.
- _____ _____ Dimensioned floor plans of accessory structure.
- _____ _____ Square footage of all areas including living space, garage, balcony, patio etc.

ELEVATIONS (1/8" or 1/4" Scale)

- _____ _____ Elevation of all sides.
- _____ _____ Dimensioned heights of all elements.
- _____ _____ Note all finish materials and textures of all exterior surfaces including walls, roof, eaves.

CONCEPTUAL LANDSCAPE PLANS (1/8" OR 1/4" Scale)

- _____ _____ Location of all existing and proposed trees, shrubs, groundcovers, and turf in the front, side and rear yards exposed to all public areas.
- _____ _____ Plant material sizes to be drawn at maturity.
- _____ _____ Identification of all plant material with Latin and common names in a plant list.
- _____ _____ Sizes of proposed plant material as per sections 2.2.1 and 5.3.4

SIGNATURE: _____
 Applicant Date

ENTRADA AT SNOW CANYON

FINAL PLAN SUBMITTAL REQUIREMENTS AND CHECK LIST: (PAGE 3)

OWNER _____

APPLICANT Name _____ Lot No. _____

APPLICANT Name, _____ Tel. _____

COMPLIANCE REQUIREMENT

Yes _____ No. _____

_____ Were there any special variances granted in the preliminary review?

_____ Is the material sample board submitted on an 8 1/2" x 14"?

_____ Do the plans have general information such as name, scale, etc. per section 2.2.1?

DOES NOT COMPLY _____ COMPLY _____

SITE PLAN (total of two required. one full size and one on 8 1/2" x 11" at 20 scale)

_____ Identification of Lot by parcel and lot number.

_____ Lot boundaries with dimensions,

_____ Dimensioned main and accessory building footprint (with patio, balcony etc., in dashed lines) with roof lines (in solid) including eaves ridges and valleys. Dimension overhangs.

_____ Building and fencing setbacks with dimensions.

_____ Property fencing and gates with heights and lengths dimensioned.

_____ Side walks, driveways (with distance to trees), utility boxes and points of connection.

_____ Finishes of all exterior paving materials including, walkways, driveways, pool deck etc.

_____ Utility connections, meter locations and means to screen from public view.

_____ HVAC and pool equipment location and means to screen from public view.

GRADING PLAN (No smaller than 20 Scale)

_____ Existing and proposed grades.

_____ Lot boundaries with dimensions.

_____ Drainage pattern. Lot shall drain to street.

_____ Grades of adjacent properties, streets, slope banks etc.

_____ Retaining wall location and sections and other site structures if any.

FLOOR PLAN/S (1/4" Scale)

_____ Dimensioned floor plan/s for each level including porte-cochere, patios, balcony etc.

_____ Dimensioned floor plans of accessory structure.

_____ Summary of square footage of all areas including living space, garage, balcony, patio, etc.

ELEVATIONS (1/4" Scale)

_____ Elevation of all sides with dimensioned heights of all elements.

_____ Bulk plane setback lines for front and corner side yards.

_____ Note finish materials and colors of all exterior surfaces including walls, roof and eaves.

LANDSCAPE PLAN/S (1/8" OR 1/4" Scale)

_____ Location of all existing and proposed trees, shrubs, groundcovers, and turf in all yards.

_____ Location and specifications of all existing and proposed inorganic materials in all yards.

_____ Plant material sizes drawn with sizes at maturity.

_____ Identification of all plant material with Latin and common names in a plant list.

_____ Sizes of proposed plant material as per sections 2.2.1 and 5.3.4

IRRIGATION PLAN/S (1/8" OR 1/4" Scale)

_____ Location and product specifications of entire irrigation system including common areas.

CONSTRUCTION PLAN (1/8" OR 1/4" Scale. This information could be incorporated into site plan)

_____ Location of temporary construction facilities, toilet, trash receptacle and construction access.

SIGNATURE: _____

Applicant

Date

Appendix 'C': Entrada Approved Building Material's List

WALLS

Stucco and plaster with light to medium texture (Spanish lace not permitted),
Pre-cast foam blocks with stucco finish,
Natural material veneer such as Stone, Rock,
Adobe clay,
Wood trim.

COLUMNS

Wood,
Pre-cast concrete,
Masonry,
Concrete masonry unit with stucco,
Any of the wall material.

OPENINGS

Non reflective glass, clear or tinted, Low -E
Glass blocks,
Anodized aluminum door and window frames
Vinyl door and window frames
Wood door and window frames

ROOF

Built-up roof with gravel
Clay tile
Concrete tile,
Slate tiles,

DRIVEWAYS

Concrete, colored and/or textured,
Brick or concrete pavers.

Appendix 'D': Entrada Approved Plant List

It is to be understood that some varieties may be marginal hardiness for this region and could suffer frost damage during cold spells; each contractor is to select plants carefully with consideration of the site and the desires of the homeowner.

Abbreviations:

MH - Marginal Hardiness

CO - Courtyards Only

Accent/Cactus Plants

All varieties of agave, aloe, cactus, and yucca are encouraged to be installed. The botanical and common name of each variety to be installed should be listed on the landscape plan that is presented to the EDRC for approval.

<u>Botanical Name</u>	<u>Common Name</u>
Agaves spp.	Century Plant (MH)
Aloe spp.	Aloe
Dasyliirion spp.	Desert Spoon
Echinocactus grusonii	Golden Barrel Cactus
Echinocereus spp.	Hedgehog
Ferocactus spp.	Barrel Cactus
Fouqueria splendens	Ocotillo
Hesperaloe parviflora	Red/Yellow Yucca
Opuntia spp.	Prickley Pear; Cholla
Yucca spp.	Yucca
Yucca brevifolia	Joshua Tree

Trees

<u>Botanical Name</u>	<u>Common Name</u>
Acacia farnesiana	Sweet Acacia
Acacia stenophylla	Shoestring Acacia
Cercidium spp.	Palo Verde (MH)
Cercidium floridum	Blue Palo Verde (MH)
Cercidium microphyllum	Foothills/Littleleaf Palo Verde (MH)
Cercidium praecox	Palo Brea, Sonoran Palo Verde (MH)

Trees (continued)

<u>Botanical Name</u>	<u>Common Name</u>
Chilopsis linearis	Desert Willow
x Chitalpa tashkentensis	Chitalpa
Forestiera neomexicana	New Mexico Olive/Privet
Fraxinus greggii	Little Leaf Ash
Olea europaea 'Wilsonii'	Wilson Fruitless Olive
Olneya tesots	Ironwood
Pithecellobium flexicaule	Texas Ebony
Prosopis spp.	
Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa	Honey Mesquite
Prosopis pubescens	Screwbean Mesquite
Sophora secundiflora	Texas Mountain Laurel
Vauquelinia californica	Arizona Rosewood
Vitex agnus-castus	Chaste Tree

Shrubs

<u>Botanical Name</u>	<u>Common Name</u>
Anisacanthus quadrifidus v. wrightii	Mexican Flame
Ambrosia spp.	
Ambrosia ambrosioides	Giant Bursage
Ambrosia deltoidea	Triangle Leaf Bursage
Ambrosia dumosa	White Bursage
Ambrosia eriocentre	Wooley Bursage
Artemisia filifolia	Sand Sage
Artemisia tridentate	Tall Sagebrush
Atriplex canescens	Four Wing Saltbush
Baccharis sarothroides Male Selection	Broom Coyote Bush / Desert Broom
Baccharis x 'Centennial'	Hybrid Coyote Bush
Baccharis x 'Starn'	Thompson Hybrid Broom
Buddleia marrubiifolia	Wooly Butterfly Bush
Caesalpina spp.	
Caesalpinia gilliesii	Yellow Bird of Paradise
Caesalpinia pulcherrima	Red Bird of Paradise
Calliandra californica	Red Fairy Duster (MH)
Calliandra eriophylla	Pink Fairy Duster
Cassia spp.	
Cordia parvifolia	Littleleaf Cordia
Dalea spp.	
Dodonaea viscosa	Hop Bush
Encelia farinosa	Brittle Bush

Shrubs (continued)

<u>Botanical Name</u>	<u>Common Name</u>
Ephedra spp.	Mormon Tea
Eremophila spp.	Emu Bush
Ericameria laricifolia	Turpentine Bush
Eupatorium greggii	Boothill
Fallugia paradoxa	Apache Plume
Grevellia spp.	Grevellia
Gutierrezia sarothrae	Snakeweed
Justicia spp.	
Justicia brandegeana	Shrimp Plant
Justicia californica	Chuparosa (MH)
Justicia spicigera	Mexican Honeysuckle
Larrea tridentata	Creosote Bush
Leucophyllum spp.	
Leucophyllum frutescens	White, Silver or Green Cloud
Leucophyllum laevigatum	Chihauhuan Sage
Leucophyllum zygophyllum	Blue Ranger
Nandina spp.	Heavenly Bamboo (CO)
Nerium oleander	Dwarf Red Oleander (CO)
Nolina spp.	
Perovskia	Russian Sage
Poliomintha maderensis	Lavender Spice
Rosemary spp.	Rosemary
Ruella spp.	
Ruella brittoniana	Purple ruellia (MH)
Ruella peninsularis	Baja ruellia (MH)
Salvia spp.	
Salvia clevelandii	Cleveland Sage
Salvia columbariae	Chia Sage
Salvia greggii	Autumn Sage
Salvia leucantha	Mexican Sage
Salvia leucophylla	Purple Sage
Spartium junceum	Spanish Broom
Vauquelinia californica	Arizona Rosewood

Perennials

<u>Botanical Name</u>	<u>Common Name</u>
Acalypha monostachya	Raspberry Fuzzies
Bahia absinthifolia	Desert Bahia
Baileya multiradiata	Desert Marigold
Bulbine frutescens var.	African Bulbine (CO)

Perennials (continued)

<u>Botanical Name</u>	<u>Common Name</u>
Chrysactinia mexicana	Damanita
Dyssodia	Dogweed
Euphorbia biglandulosa	Gopher Plant
Gaura lindheimeri	Gaura
Gaillardia	Blanket Flower
Hymenoxys acaulis	Angelita Daisy
Lavendula spp.	Lavender
Melampodium leucanthum	Blackfoot Daisy
Penstemon spp.	Penstemon
Psilostrophe cooperi	Paper Flower
Rudbeckia hirta	Black-Eyed Susan (CO)
Sphaeralcea spp.	Globe Mallow
Teucrium spp.	Germander
Zephyranthes	Rain Lily (CO)

Annuals

<u>Botanical Name</u>	<u>Common Name</u>
Achillea millefolium rubra	Yarrow
Cosmos bipinnatus	Cosmos
Layia platygolaas	Tidy Tips
Lupinus texanis	Lupine
Machaeranthera tanacetifolia	Tahoka Daisy
Phacela campanularia	Desert Bell
Phylox drummondi	Phlox
Zinnia spp.	Zinnia

Groundcovers & Vines

<u>Botanical Name</u>	<u>Common Name</u>
Acacia redolens	Trailing Acacia (MH)
Antigonon leptopus	Queen's Wreath
Bignonia capreolata	Cross Vine
Campsis radicans var.	Trumpet Vine
Convolvulus spp.	
Convolvulus cneorum	Bush Morning Glory
Dalea greggii	Trailing Indigo Bush
Delosperma cooperi	Pink Ice Plant

Groundcovers & Vines (continued)

<u>Botanical Name</u>	<u>Common Name</u>
Gazania rigens leucolaena	Trailing Gazania (MH)
Hardenbergia violacea	Purple Lilac Vine (MH)
Lantana montevidenis	Trailing Lantana (MH)
Lonicera spp.	Honeysuckle
Macfadyena vaguis cati	Cats Claw Vine
Malephora lutea	Rocky Point Ice Plant
Oenothera spp.	Primrose
Parthenocissus sp. 'Hacienda Creeper'	Hacienda Creeper
Rosa banksiae alba	Whitebanks Rose
Rosa banksiae 'Lutea'	Yellowbanks Rose
Verbena spp.	Verbena
Vinca minor	Dwarf Periwinkle (CO)

Ornamental Grasses

<u>Botanical Name</u>	<u>Common Name</u>
Festuca glauca 'Elijah Blue'	Elijah Blue Fescue
Muhlenbergia cap. 'Regal Mist'	Regal Mist Muhly
Muhlenbergia lindheimeri 'Autumn Glow'	Autumn Glow Muhly
Muhlenbergia rigens	Deer Grass
Pennisetum setaceum	Fountain Grass

Appendix 'E': Owner, Contractor and EPOA Agreement

ENTRADA AT SNOW CANYON

AGREEMENT RE CONTRACTOR'S RESPONSIBILITIES AND REQUIREMENTS

This agreement is made and executed as of the _____ day of _____, by and between the ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION (the "EPOA"), and _____ (the "OWNER") and _____ (the "Contractor") with regard to the proposed construction of a residential dwelling on Lot _____ in the _____ Subdivision within the golf and residential development known as ENTRADA AT SNOW CANYON (the "Project").

A. WHEREAS, the EPOA has been formed by the ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION (the "Association") to administer and enforce the ENTRADA PROPERTY DEVELOPMENT GUIDELINES (the "Guidelines") and the ENTRADA AT SNOW CANYON DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "CC&R's"), and the ENTRADA RULES AND REGULATIONS; and

B. WHEREAS, Owner is the owner of a building lot (the "Lot") within the Project upon which Owner intends to construct a dwelling; and

C. WHEREAS, Contractor has been retained by Owner to construct the dwelling (the "Work") upon Owner's building lot; and

D. WHEREAS, the EPOA requires each Owner and Contractor to execute this Agreement as a condition to beginning construction within the Project.

NOW, THEREFORE, in consideration of the EPOA's approval of the commencement of construction, Owner and Contractor agree as follows:

1. Incorporation of Agreement into Guidelines. All of the rules and regulation specified in the section of the Guidelines entitled "Building Process" shall be fully incorporated into this Agreement and made a part hereof as though specifically set forth herein. All rules and regulation herein set forth are made for the purpose of augmenting and supplementing the Building Process section of the Guidelines and are to be interpreted in such a manner as to be consistent with said Guidelines.

2. Fees.

a. Security for Performance. The Ten Thousand Dollars (\$10,000) construction deposit (the "Deposit") described in the Guidelines is hereby further pledged by Owner as security for the Contractor's compliance with the Guidelines and with the rules and regulations contained in

this Agreement, as hereafter provided. In the event that the Deposit is reduced by more than 10% during construction by virtue of penalties levied pursuant to this Agreement, the Deposit shall be restored to its full original amount within thirty (30) days after notice to Owner of the amount of the deficiency.

b. Clean-up Fee. A non-refundable clean-up fee of One Thousand Five Hundred Dollars (\$1,500.00).

3. Specific Rules and Regulation.

a. Parking at Construction Site. Parking by the Contractor, its sub-contractors, workers and all suppliers shall be strictly limited to one side of the street upon which the Lot is located (unless otherwise designated by the EPOA) and of a length defined by the EPOA. The EPOA may, in its sole discretion, require the contractor to install signs and, if needed, stakes and ropes, to define such parking area. All personal vehicles of subcontractors and workers that cannot be accommodated on the street in front of the dwelling under construction, within the frontage designated by the EPOA, or that cannot be parked off the pavement on the Lot, shall be parked in an EPOA designated staging area or outside the Project.

After construction hours nothing shall be parked or stored on the street or, if present, the sidewalk and the area between the sidewalk and the street.

b. Entry to Entrada Gates. The EPOA shall designate construction entrances that are the only entrances to be used during construction. The EPOA shall assign Contractor a gate and a gate code for use by Contractor and its sub-contractors, workers and suppliers for entry into the Project. Contractor shall supply the Project's gate code to each such sub-contractor, worker and supplier for their use during construction of the dwelling.

c. Color of Temporary Toilets, Dumpsters and Temporary Fencing. All temporary toilets and dumpsters at the Project shall be green or brown in color. Temporary fencing may be brown, black, or green. No other colors shall be allowed at the Project.

d. Construction Hours. Entrada has established construction hours that are intended to eliminate disturbances for residents during certain evening, weekend and holiday hours. These construction hours are clearly defined in the Building Process section of the Guidelines. These hours are set forth herein as a reminder and for case of conveying the same to sub-contractors, workers and suppliers:

September 16 – May 14
Monday through Friday
7:00 am – 5:30 pm

Saturday
8:00 am – 4:00 pm

May 15 – September 15
Monday through Friday
6:00 am – 7:00 pm

Saturday
8:00 am – 5:00

No construction related activities shall be permitted on Sundays or official Entrada holidays. Official Entrada holidays are as follows:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Site access for set-up may begin one-half hour before construction begins and an additional one half hour is allowed for site policing and egress each day. No construction-related noise shall occur during this time period. Requests for exceptions to these hours may be brought to the EPOA Board.

e. Daily Removal of Trash. All trash and debris shall be picked up DAILY and deposited in a dumpster provided by the contractor. This includes trash and debris blown from dumpsters onto the street or adjacent lots. The EPOA may, in its discretion, remove trash and other debris that have not been picked up at a site and, in this event, the costs for such policing, together with an administrative fee of 20%, shall be charged to the Contractor and, if not paid, shall be deducted from the Deposit.

f. Care of Street. A gravel or cinder temporary driveway must be built at the start of construction to minimize dirt from the construction site being tracked onto the street. The street in front of the Lot shall be swept or washed as needed, but not less than once each week during the construction process. All dirt and other debris shall be removed in such a manner as to avoid washing the same onto the adjoining street or adjoining properties. The EPOA may, in its discretion, remove dirt and debris from the street and, in this event, the costs for this action together with an administrative fee of 20%, shall be charged to the Contractor and, if not paid, deducted from the Deposit.

g. Music and Animals on Construction Site. The Contractor, its sub-contractor, workers or suppliers shall play no music from vehicles. No music shall be played on the construction site itself that can be heard by neighbors (including golfers) or in any other locations off the construction site. No animals may be brought into Entrada.

h. Use of Adjoining Lots. The use of adjoining lots for parking, storage of materials, dumping of debris, or like, is prohibited without the written consent of both the owner of the adjoining property and of the EPOA. The EPOA may, in its discretion, restore the adjoining lot(s) to its (their) original condition and, in this event, a fine of One Thousand Dollars (\$1,000) plus costs for this action together with an administrative fee of 20%, shall be charged to the Contractor and, if not paid, deducted from the Deposit.

i. Regard for Surrounding Properties. Trespassing on property owned or occupied by guests of the Owner is strictly prohibited. The use of a neighbor's hose bib, power outlet or patio furniture without that neighbor's express consent is strictly prohibited. The Contractor, its sub-contractors, workers and suppliers, shall at all times be courteous to neighbors, recognizing that the construction process imposes an inconvenience upon neighboring properties which sometimes leads to misunderstandings even in the best of circumstances.

j. Timely Completion of Work. The Work shall be completed, together with final clean up and withdrawal from the Project, within the number of construction days set forth at the bottom of this Agreement. Upon written application from Contractor, the EPOA will extend the number of construction days where circumstances beyond the control of Contractor have unreasonably delayed completion. It is agreed that completion of the Work is of primary importance to EPOA and that any delay caused by Owner or Contractor will result in damages to the EPOA. It is agreed that the damage caused by EPOA by reason of such delay would be impossible to ascertain. Therefore, in the event Owner and/or Contractor shall fail to complete the Work within the time allowed, the Owner and Contractor, jointly and

severally, agree to pay to the EPOA as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100) per calendar day. EPOA may deduct such payment from the Deposit.

k. Conformance with Approved Plans. All work must be performed per pre-approved plans and specifications and must be consistent with the Guidelines unless a formal variance has been granted.

4. Reminders Regarding Review and Inspections.

a. Plan Reviews. Contractors should allow a minimum of one week for all required plan reviews. Requests for accelerated reviews cannot be accommodated as a general rule.

b. Inspections. The Contractor shall request inspections as required in the Guidelines by giving the EPOA at least 72 hours advance notice. Prior to requesting an EPOA inspection of footings, etc., the Contractor must set lot corner stakes, building envelope corner stakes, all structure corner stakes and a clearly marked finished-floor elevation stake.

5. Penalties for Violations of Agreement. Penalties for violations of this Agreement are as follows:

a. For Violations of Section 2. The EPOA shall be entitled to judgment in any court of competent jurisdiction for the amount of the deficiency, together with an administrative fee of One Thousand Dollars (\$1000), plus attorney's fees and costs of court as hereinafter provided.

b. For Violations of Section 3.a through 3.h. The penalties shall be as set forth below, to be deducted from the deposit:

3a	\$100 per vehicle
3b	\$100 per offense
3c	\$100 per week
3d	\$200 per offense
3e	Cost plus 20%
3f.....	Cost plus 20%
3g	\$100 per offense
3h	\$1,000 plus cost plus 20%

c. For Violations of Section 3.i. The EPOA may levy a fine of Two Hundred and Fifty Dollars (\$250) per offense or, in its sole discretion, may bar the offender from the Project, or both.

d. For Violations of Section 3.j. The penalty described in said Section shall be deducted from the Deposit.

e. For Violations of Section 3.k. The penalty shall be a fine of double the cost of changing the work back to conform to the Guidelines.

f. For Failure to Call for an Inspection. Failure to call for an inspection in accordance with the Guidelines will incur a fine of One-Thousand Dollars (\$1,000) per offense.

- g. General. For violations of any provision of this Agreement, including any of the specific Sections enumerated above, the EPOA may pursue such a legal or equitable remedy for damages or sanctions, as shall be deemed to be appropriate under the circumstances.
6. Notices. Any notice to be given or other document to be delivered by either party to the other hereunder shall be in writing and may be delivered in person to an officer of the EPOA, the Owner or Contractor, or may be deposited in the United States mail anywhere within the continental United States, duly registered or certified, postage prepaid, and addressed to the appropriate party at the addressees appearing in this Agreement. Any party hereto may from time to time, by written notice to the other served in the manner herein provided, designate a different address. If any notice or other document is sent by mail, as aforesaid, the same shall be deemed served or delivered forty-eight (48) hours after the mailing thereof.
7. Rights and Remedies Cumulative. All rights, options and remedies of the EPOA contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the EPOA shall have the right to pursue any one or all of such remedies or an other remedy or relief which may be provided by law, whether or not stated in this Agreement.
8. No Waiver. No waiver by the EPOA of a breach of any of the terms, covenants or conditions of this Agreement by Owner or Contractor shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Owner or Contractor hereunder shall be implied from any omission by the EPOA to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by the EPOA to or of any act by Owner or Contractor requiring EPOA's consent or approval shall not be deemed to waive or render unnecessary EPOA's consent or approval to or of any subsequent similar act by Owner or Contractor.
9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. Amendment. This Agreement may be amended only by written instrument executed by the parties hereto.
11. Time is of the Essence. Time is of the essence of this Agreement.
12. Severability. The unenforceability, invalidity, illegality, or termination of any provision of this agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal and shall not terminate this Agreement or impair the rights or obligations of the parties hereto.
13. Captions. Section or paragraph titles or other headings contained in this Agreement are for convenience only and shall not be a part of this Agreement, or considered in its interpretation.
14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
15. Attorney's Fees. In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs

and expenses incurred in connection with such a lawsuit, including attorney's fees, expenses of litigation, and costs of appeal.

IN WITNESS WHEREOF, EPOA, Owner and Contractor have executed this Agreement as of the day and year first above written.

Construction shall not exceed: **365 Calendar Days**

ENTRADA AT SNOW CANYON
PROPERTY OWNERS ASSOCIATION:

By: _____

Its: _____

Address 906 N 1400 W
 St. George, UT 84770
 (435) 688-7222

OWNER(S):

Address: _____

Phone: _____

CONTRACTOR:

Address: _____

Phone: _____

Appendix 'F': Fees and Penalty Schedule

PLAN REVIEW FEES

NEW CUSTOM HOME CONSTRUCTION

Custom home plan review and 3 inspections (non-refundable) =	\$1,500.00
Construction deposit =	\$10,000.00
Clean-up fee (non-refundable) =.....	\$1,500.00
Inspection of basement foundation for proper sitting =.....	\$200.00
Pre-dig inspection of swimming pool location when part of house construction =.....	\$200.00
Additional inspections if required due to site condition/s =	\$200.00

Swimming pool addition after construction of house

Design review and 2 inspections (non-refundable) =	\$500.00
Construction deposit =	\$3,500.00

Patio addition after construction of house

Design review and 2 inspections (non-refundable) =	\$500.00
Construction deposit =	\$1,500.00

Major addition and alterations to existing home (more than 30% of structure)

Design Review and 3 inspections (non-refundable) =.....	\$1,500.00
Construction deposit =	\$6,500.00

Minor addition and alterations to existing home (less than 30% of structure)

Design Review and 3 inspections (non-refundable) =.....	\$1,500.00
Construction deposit =	\$5,000.00

PENALTIES

Grading outside of the construction fence without approval =.....	\$5,000.00
Starting construction, including grading, without approval =	\$5,000.00
Stopping construction for more than 14 consecutive days =	\$1,000.00
Not calling for inspections within a timely manner =	\$300.00
Missing required inspection/s =.....	\$1,000.00
If landscaping is started prior to receiving landscape plan approval =.....	\$3,500.00
Failure to have the chat/topping materials approved =.....	\$1,000.00
Not completing the construction within one year time =.....	\$10,000.00
Parking fine for each vehicle per occurrence =	\$100.00

Additional fines are levied pursuant to the “Owner, Contractor and EPOA Agreement.”

Appendix F

Articles of Incorporation

Appendix G

By-Laws Entrada Owners Association

Appendix H

Restated Declaration of Covenants, Conditions and Restrictions for Entrada