

After Recording, Return To:
Split Rock, Inc.
c/o Bruce C. Jenkins
929 W. Sunset Blvd. #4
St. George, UT 84770

DOC # 20060042389

Amended Restrictive Covenants 1 of 9
Russell Shirts Washington County Recorder
09/14/2006 08:56:50 AM Fee \$ 26.00 By UNITED TITLE SERVICES



**ANNEXING AMENDMENT FOR ALL LOTS AT SHINAVA RIDGE TO
THE CORRECTIVE ENTRADA AT SNOW CANYON THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

AND ADDITIONALLY

**FOR LOTS 24-39
ANNEXING AMENDMENT TO THE SECOND RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENTRADA AT
SNOW CANYON (THE INN OF ENTRADA)**

**(SHINAVA RIDGE)
(a mixed use planned development)**

The Entrada Company, a Utah Corporation ("DECLARANT"), pursuant to the authority granted in Sections 1.1 and 11.1 of the Corrective Entrada at Snow Canyon Third Amended and Restated Declaration of Covenants, Conditions and Restrictions dated September 11, 2006 and recorded on the 12th day of September, 2006, as Document No. 20060041971 with the County Recorder of Washington County (the "Master Declaration") hereby elects, as conditioned below, to annex to the Entrada Properties all of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, to be known as "Shinava Ridge." Shinava Ridge is a mixed use planned development consisting of single family residences and of Units lying within commercially zoned property intended for long and short term rental. Split Rock, Inc., as the owner of the real property described in Exhibit "A" ("OWNER"), hereby consents to the annexations set forth below under the terms, conditions, covenants and restrictions hereof and hereby submits the property described in Exhibit A to this Annexing Declaration as covenants of equitable servitude to run with the land in perpetuity. This annexation shall be accomplished by filing this Annexing Amendment in the public records of the Washington County Recorder. The plat map for Shinava Ridge has already been recorded in the records of the Washington County Recorder.

1. All of the Lots 24 through 72 and the Common and Limited Common Areas at Shinava Ridge, as more particularly described in Exhibit A, shall be and are hereby annexed into the Entrada Properties and subjected to the Master Declaration, except as specifically provided for in paragraph 2 below.

2. The sixteen (16) Lots comprising Lots 24 - 39 are located on property with a commercial zone designation. Units for long and short term rental may be constructed thereon and such Lots shall be and are hereby subjected to (i) the Annexing Amendment and Amendment to the Second Restated and Amended Declaration of Covenants, Conditions and Restrictions For Entrada at Snow Canyon (the Inn of Entrada) recorded on the 9th day of November, 2004, as Entry No. 00910184 with the County Recorder of Washington County (the "Inn of Entrada Annexing Amendment") and (ii) to the Master Declaration, as amended by said Inn of Entrada Annexing Amendment. The Inn of Entrada shall be managed by The Inn of Entrada Owners Association, a corporation formed under the Revised Nonprofit Corporation Law of the State of Utah, its successors and assigns (the "Inn of Entrada Association"), which shall be subject and subordinate to the Entrada Property Owners Association, Inc (the "Master Association"). Every Person owning one of Lots 24 - 39 shall be a Member of the Inn of Entrada Association and of the Master Association. In sum, the Lots at Shinava Ridge annexed into the The Inn of Entrada and also into the Entrada Properties shall

generally be similar to the other Units at Shinava Ridge, except (i) that exterior maintenance of the Units will be provided by the Inn of Entrada Association, (ii) that the Inn of Entrada Association will maintain additional insurance on the Units, (iii) that the Units may be utilized for long and short term rentals, (iv) that additional assessments may be levied against such Units, and (v) that Owners of Lots in the Inn of Entrada will be subject to both the Inn of Entrada Annexing Amendment and the Master Declaration, as amended by the Inn of Entrada Annexing Amendment. Further, the right to maintain Units in the Inn of Entrada as short-term rentals may be terminated as provided for in the Inn of Entrada Annexing Amendment.

3. As a part of original construction of a Unit by Declarant or Owner, patios, extensions of the Unit, and other similar structures may extend into the Limited Common Areas appurtenant to that Unit, provided that such structures do not violate set back standards of local municipal ordinances and an easement for such encroachment is hereby created.

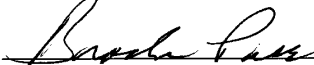
4. Declarant continues to reserve all rights and privileges as conferred in the Master Declaration.

5. The property described in Exhibit A shall also concurrently herewith be subjected to that certain Declaration of Covenants, Conditions and Restrictions re: Entrada Country Club Membership.

6. This Annexing Amendment does not require the consent of voting members of the Entrada Property Owners Association, Inc or the members of the Inn of Entrada Association. Capitalized terms shall have the meaning ascribed to them herein or in the Master Declaration.

IN WITNESS WHEREOF, DECLARANT and OWNER have executed this Annexing Amendment this _____ day of _____, 2006.

DECLARANT - THE ENTRADA COMPANY
A Utah Corporation

By: 
Its: PAES

OWNER - SPLIT ROCK, INC.
A Utah Corporation

By: _____
Weldon Larsen
Its: President

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generally be similar to the other Units at Shinava Ridge, except (i) that exterior maintenance of the Units will be provided by the Inn of Entrada Association, (ii) that the Inn of Entrada Association will maintain additional insurance on the Units, (iii) that the Units may be utilized for long and short term rentals, (iv) that additional assessments may be levied against such Units, and (v) that Owners of Lots in the Inn of Entrada will be subject to both the Inn of Entrada Annexing Amendment and the Master Declaration, as amended by the Inn of Entrada Annexing Amendment. Further, the right to maintain Units in the Inn of Entrada as short-term rentals may be terminated as provided for in the Inn of Entrada Annexing Amendment.

3. As a part of original construction of a Unit by Declarant or Owner, patios, extensions of the Unit, and other similar structures may extend into the Limited Common Areas appurtenant to that Unit, provided that such structures do not violate set back standards of local municipal ordinances and an easement for such encroachment is hereby created.

4. Declarant continues to reserve all rights and privileges as conferred in the Master Declaration.

5. The property described in Exhibit A shall also concurrently herewith be subjected to that certain Declaration of Covenants, Conditions and Restrictions re: Entrada Country Club Membership.

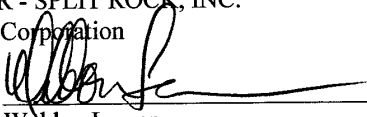
6. This Annexing Amendment does not require the consent of voting members of the Entrada Property Owners Association, Inc or the members of the Inn of Entrada Association. Capitalized terms shall have the meaning ascribed to them herein or in the Master Declaration.

IN WITNESS WHEREOF, DECLARANT and OWNER have executed this Annexing Amendment this 11th day of September, 2006.

DECLARANT - THE ENTRADA COMPANY
A Utah Corporation

By: _____
Its: _____

OWNER - SPLIT ROCK, INC.
A Utah Corporation

By: 
Weldon Larsen
Its: President

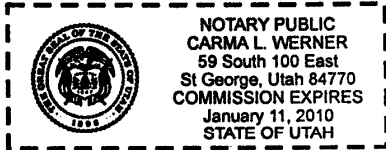
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STATE OF UTAH,)

:SS.

County of Washington.)

On this 11th day of September, 2006, personally appeared before me Bredts Pace, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of The Entrada Company, a Utah corporation, and that he/she executed the foregoing Annexing Amendment on behalf of said corporation by authority of a resolution of its Board of Directors or bylaw of the Corporation, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.



Carma L. Werner
Notary Public

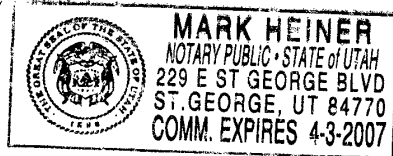
STATE OF UTAH,)

:SS.

County of Washington.)

On this 11th day of September, 2006, personally appeared before me Weldon Larsen, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the President of Split Rock, Inc., a Utah corporation, and that he executed the foregoing Annexing Amendment and Amendment to the Second Restated and Amended Declaration of Covenants, Conditions and Restrictions for Entrada at Snow Canyon on behalf of said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

[Signature]
Notary Public



CONSENT TO RECORD AND SUBORDINATION
(Zions First National Bank)

Zions First National Bank, A National Banking Association, is the holder of that certain Deed of Trust dated January 31, 2006 and recorded in the records of the Washington County Recorder on February 8, 2006 as Entry No. 20060002055. Zions First National Bank hereby consents to the recording in the Office of the Washington County Recorder of this Annexing Amendment and to subordinate its lien and encumbrances of the Deed of Trust to the rights, restrictions, covenants, and interests set forth in this Annexing Amendment.

ZIONS FIRST NATIONAL BANK

By:

Its:

[Signature]
DIRECTOR OF REGIONAL CREDIT

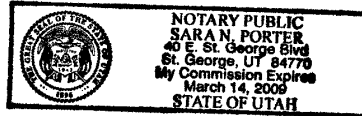
STATE OF UTAH,)

:ss.

County of Washington.)

On this 11 day of September, 2006, personally appeared before me Scott Colton, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Director of Regional Credit of Zions First National Bank, and that he/she executed the foregoing Annexing Amendment on behalf of said corporation by authority of a resolution of its Board of Directors or bylaw of the Corporation, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Sara N. Porter
Notary Public

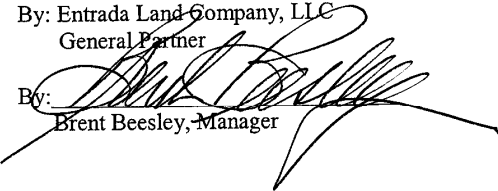


CONSENT TO RECORD AND SUBORDINATION
(Moss Farm Investments)

Moss Farm Investments, A Utah general partnership, is the holder of that certain Deed of Trust dated September 7, 2004 and recorded in the records of the Washington County Recorder on September 17, 2004 as Entry No. 901031, in Book 1671, and beginning at Page 1290. Moss Farm Investments hereby consents to the recording in the Office of the Washington County Recorder of this Annexing Amendment and to subordinate its lien and encumbrances of the Deed of Trust to the rights, restrictions, covenants, and interests set forth in this Annexing Amendment.


MOSS FARM INVESTMENTS, a Utah general partnership

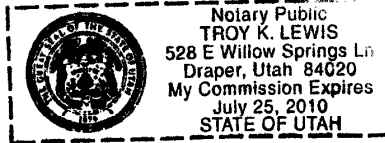
By: Entrada Land Company, LLC
General Partner

By: 
Brent Beesley, Manager

STATE OF UTAH,)
) :ss.
COUNTY OF SALT LAKE.)

On this 8th day of September, 2006, personally appeared before me Brent Beesley, who is personally known to me (or satisfactorily proved to me), and who being duly sworn did say the he is the Manager of Entrada Land Company, LLC, which is the General Partner of Moss Farm Investments, a Utah general partnership, and that he executed the foregoing Annexing Amendment on behalf of said partnership, and he acknowledged before me that the partnership executed the same for the uses and purposes stated therein.


Notary Public



CONSENT TO RECORD AND SUBORDINATION
(Two E Sunset Land Holdings, LLC)

Two E Sunset Land Holdings, LLC, a Utah limited liability company, is the holder of that certain Deed of Trust dated February 2, 2006 and recorded in the records of the Washington County Recorder on February 8, 2006 as Entry No. 20060002054. Two E Sunset Land Holdings, LLC hereby consents to the recording in the Office of the Washington County Recorder of this Annexing Amendment and to subordinate its lien and encumbrances of the Deed of Trust to the rights, restrictions, covenants, and interests set forth in this Annexing Amendment.

TWO E SUNSET LAND HOLDINGS, LLC
A Utah Limited Liability Company

By: [Signature]
Its: Managing Member

STATE OF UTAH,)

:ss.

County of Washington.)

On this 11th day of September, 2006, personally appeared before me Nathan Larsen, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Managing Member of Two E Sunset Land Holdings, LLC, a Utah limited liability company, and that he/she executed the foregoing Annexing Amendment on behalf said company by authority of a resolution of its Managers or operating agreement of the company, and he/she acknowledged before me that the company executed the same for the uses and purposes stated therein.

[Signature]
Notary Public



CONSENT TO RECORD AND SUBORDINATION
(Washington County Water Conservancy District)

Washington County Water Conservancy District, is the holder of that certain Impact Fee Promissory Note and Security Agreement dated June 21, 2006 and recorded in the records of the Washington County Recorder on August 5, 2006 as Entry No. 20060036735. Washington County Water Conservancy District hereby consents to the recording in the Office of the Washington County Recorder of this Annexing Amendment and to subordinate its Security Agreement, lien and encumbrances of said Security Agreement to the rights, restrictions, covenants, and interests set forth in this Annexing Amendment.

WASHINGTON COUNTY WATER CONSERVANCY
DISTRICT

By: [Signature]
Its: Assistant General Manager

STATE OF UTAH,)
)ss.
County of Washington.)

On this 13 day of Sept., 2006, personally appeared before me Barbara Hjeite, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Assistant Mgr. of the Washington County Water Conservancy District and that he/she executed the foregoing Annexing Amendment on behalf of said District by authority of a resolution of its Board of Directors or bylaw of said District, and he/she acknowledged before me that said District executed the same for the uses and purposes stated therein.

[Signature]
Notary Public



EXHIBIT A
BUNDY SURVEYING INCORPORATED
935 N. 1300 W. STE 8, St. George, Utah 84770 (435) 619-1990
email - kevan@viewpointengineering.net

Shinava Ridge Boundary (Final Plat)
January 20, 2006

Located in the Southwest 1/4 of Section 3, and the Northwest 1/4 of Section 10, Township 42 South, Range 16 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at a point S89°01'38"E 267.625 feet along the section line, and North 77.49 feet from the southwest corner of Section 3, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence N10°20'05"E 281.44 feet; thence N01°52'56"W 246.115 feet; thence N21°45'22"E 234.28 feet to a point the southerly line of the "Sinagua Trail" private right-of-way, said point also being on the arc of a 325.00 foot radius curve to the left, the radius point of which bears N35°52'06"W; thence along the southerly line of said private right-of-way the following twelve courses: Northeasterly 43.69 feet along the arc of said curve through a central angle of 07°42'07" to the point of a 570.00 foot radius reverse curve, the radius point of which bears S43°34'13"E; thence Easterly 422.85 feet along the arc of said curve through a central angle of 42°30'17" to the point of tangency; thence N88°56'04"E 47.88 feet to the point of a 450.00 foot radius curve to the right; thence Easterly 130.38 feet along the arc of said curve through a central angle of 16°36'02" to the point of a 375.00 foot radius compound curve, the radius point of which bears S15°32'07"W; thence Southeasterly 163.46 feet along the arc of said curve through a central angle of 24°58'31" to the point of tangency; thence S49°29'22"E 56.47 feet to the point of a 1175.00 foot radius curve to the right; thence Southeasterly 66.69 feet along the arc of said curve through a central angle of 03°15'07" to the point of a 250.00 foot radius compound curve, the radius point of which bears S43°45'45"W; thence Southeasterly 53.78 feet along the arc of said curve through a central angle of 12°19'30" to the point of a 250.00 foot radius reverse curve, the radius point of which bears N56°05'15"E; thence Southeasterly 34.94 feet along the arc of said curve through a central angle of 08°00'25" to the point of a 1167.50 foot radius reverse curve, the radius point of which bears S48°04'50"W; thence Southeasterly 97.56 feet along the arc of said curve through a central angle of 04°47'15" to the point of tangency; thence S37°07'55"E 75.75 feet to the point of a 20.00 foot radius curve to the right; thence Southerly 25.39 feet along the arc of said curve through a central angle of 72°44'43" to the point of tangency on the northerly line of the "Entrada Trail" private right-of-way; thence leaving said "Sinagua Trail" private right-of-way and running along the northerly line of the "Entrada Trail" private right-of-way the following four courses: S35°36'48"W 85.145 feet to the point of a 432.00 foot radius curve to the left; thence Southerly 252.67 feet along the arc of said curve through a central angle of 33°30'39" to the point of tangency; thence S02°06'09"W 123.04 feet to the point of a 138.00 foot radius curve to the right; thence Southerly 71.93 feet along the arc of said curve through a central angle of 29°51'58"; thence leaving said "Entrada Trail" private right-of-way and running S58°01'53"E 57.00 feet to the point of a 195.00 foot radius curve to the right, the radius point of which bears N58°01'53"W; thence Southwesterly 1.43 feet along the arc of said curve through a central angle of 00°25'14" to the point of a 102.00 foot radius compound curve, the radius point of which bears N57°36'39"W; thence Southwesterly 51.17 feet along the arc of said curve through a central angle of 28°44'28" to the point of tangency; thence S61°07'50"W 305.19 feet; thence N79°42'13"W 30.77 feet; thence S78°08'24"W 173.12 feet; thence S54°40'43"W 257.05 feet; thence N67°31'54"W 185.65 feet; thence N23°41'54"W 319.79 feet to the point of beginning. Containing 23.816 acres more or less.

The above property further described as all of Lots 24 - 72 and all Common and Limited Common Area, according to the official Plat Map for Shinava Ridge on file in the records of the Washington County Recorder. TAX ID. NOS.: SG-SHN-24 through SG-SHN-72