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After Recording, Return To:

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

DOC # 20060042390

Restrictive Page 1 of 15
Russell Shirts Washington County Recorder
09/14/2006 08:57:16 AM Fee \$ 38.00 BY UNITED TITLE SERVICES



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE: ENTRADA COUNTRY CLUB MEMBERSHIP**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RE: ENTRADA COUNTRY CLUB MEMBERSHIP ("Declaration") is made this 11th day of September, 2006, by SPLIT ROCK, INC., a Utah corporation ("Split Rock"), joined in by ENTRADA AT SNOW CANYON COUNTRY CLUB, a Utah corporation, doing business as Entrada Country Club ("Country Club"), and consented to by THE ENTRADA COMPANY, a Utah corporation ("Entrada Declarant").

RECITALS:

A. Split Rock is the owner of certain real property situated in Washington County, Utah commonly known as "Shinava Ridge", and more particularly described in Exhibit A, attached hereto (the "Property"). The Property is located in a planned, residential community known and referred to as Snow Canyon at Entrada ("Entrada Development"), which consists of residential neighborhoods, common areas and other improvements originally developed by Entrada Declarant. Within the Entrada Development is a country club consisting of, among other things, an eighteen-hole golf course, pro shop, clubhouse, dining facilities, a sports and fitness center, and meeting facilities, reserved for the use of club members ("Club Facilities").

B. The Entrada Declarant has submitted the property in the Entrada Development to the Entrada at Snow Canyon Corrective Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions dated September 11, 2006 and recorded in the Office of the County Recorder of Washington County, Utah on September 12, 2006 as Document No. 20060041971, as amended ("Master Declaration"). The Property has been annexed to the Entrada Development and made subject to the Master Declaration pursuant to that certain Annexing Amendment for All Lots at Shinava Ridge to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Entrada at Snow Canyon 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).

C. Country Club owns Regular Equity Memberships that it can sell to persons who own real property in the Entrada Development. Further, the Country Club has the duties of operation, administration, maintenance and repair of the Club Facilities, and the collection and disbursement of the operating expenses, golf expenses, food and beverage expenses, clubhouse expenses, etc.

D. Split Rock desires to provide for the preservation of property values and amenities in the Entrada Development, and the Property, in particular, and to this end desires to subject the

Property to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Country Club and each Owner (as that term is hereinafter defined).

AGREEMENT:

Split Rock hereby declares that the Property is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, and reservations thereof, which shall burden the Property and inure to the benefit of each Owner thereof, their heirs, successors and assigns. The covenants, restrictions, regulations, and all other provisions of this Declaration shall run with land and be binding on all parties having any right, title or interest in the Property, or any part thereof.

ARTICLE 1

DEFINITIONS

1.1 *Board of Directors* shall mean and refer to the Board of Directors of the Entrada at Snow Canyon Country Club.

1.2 *Club Facilities* shall mean and refer to that land and those improvements and facilities reserved for the exclusive use of the Members (as that term is hereinafter defined) including, without limitation, an eighteen-hole golf course, pro shop, clubhouse, dining facilities and lounge with a private club liquor license, a sports and fitness center and meeting facilities.

1.3 *Country Club Documents* shall include the bylaws, membership plans, regulations, policies, and other documents relating to the Country Club and the use of Club Facilities.

1.4 *Declaration* shall mean and refer to this document, entitled Declaration of Covenants, Conditions, and Restrictions re: Entrada Country Club Membership, as the same may be amended from time to time.

1.5 *Dwelling Unit* shall mean and refer to any residential dwelling unit intended for the use and enjoyment of one family constructed on a portion of the Property, including, without limitation, any casita, single family home, inn unit or other dwelling constructed on the Property. Dwelling Unit shall include residential dwellings that may be used for nightly or other short term rentals, as well as those that are prohibited or otherwise restricted from such use.

1.6 *Golf Course* shall mean the eighteen-hole golf course reserved for the exclusive use of the Members and their guests in accordance with the rules and policies of the Country Club.

1.7 *Lot* shall mean and refer to a platted lot within the Property.

1.8 *Member* shall mean and refer to a person who is entitled to use the Club Facilities by reason of ownership of a membership in the Country Club.

1.9 *Owner* shall mean and refer to a record owner holding an ownership interest in a Dwelling Unit or Lot but excluding those persons or entities having an interest in a Dwelling Unit or Lot merely as security for the performance of an obligation.

1.10 *Property* shall mean and refer to the land described in Exhibit A to this Declaration.

1.11 *Regular Equity Membership* shall have the meaning given it in the Country Club Documents.

ARTICLE 2

MEMBERSHIPS REQUIRED

2.1 *Mandatory Regular Equity Membership*: Every Owner shall purchase and maintain in active status a Regular Equity Membership in the Country Club. If there is more than one owner of a Dwelling Unit or Lot (other than a spouse of an Owner), each such Owner shall acquire and maintain in active status a Regular Equity Membership in the Country Club. The purchase price or membership deposit for such membership(s) shall be paid at the time of closing on the acquisition of each Dwelling Unit or Lot by such Owner. All Regular Equity Memberships shall be held, sold and transferred in accordance with the Country Club Documents then in effect.

2.2 *Regular Equity Membership Duty to Pay Membership Fees and Assessments*: Each Owner shall pay all appropriate membership fees, dues and assessments established by the Board of Directors in its sole and absolute discretion pursuant to the Country Club Documents.

2.3 *Excuse from Mandatory Regular Equity Membership*: An Owner is deemed to have fulfilled the Owner's obligation under Section 2.1, without acquiring a Regular Equity Membership only in the following circumstances:

(a) An Owner who holds an active Regular Equity Membership by virtue of ownership of other property or dwelling in the Entrada Development, or otherwise, at the time he or she purchases a Dwelling Unit or Lot shall not be obligated to purchase an additional Country Club membership, so long as such Owner does not own more than one Dwelling Unit or Lot. Nevertheless, such Owner shall maintain his or her Regular Equity Membership in good standing so long as they own any Dwelling Unit or Lot.

(b) The Country Club does not guarantee that a Regular Equity Membership will be available at the time of an Owner's application. Applications may be subject to waiting lists, and other controls on membership, as determined by the Country Club. If an Owner submits an application in good faith and pays the applicable membership deposit and other fees but is not yet given a membership, the Owner shall be deemed to have complied with Section 2.1, so long as the Owner takes all appropriate steps to obtain a Regular Equity Membership as soon as it becomes available.

(c) Nothing in this Declaration obligates the Country Club to approve the membership application of an Owner, nor shall this Declaration affect the Country Club's right

to deny approval of a membership application or terminate a membership in accordance with the Country Club Documents. An owner who in good faith applies for a Regular Equity Membership and pays the applicable membership deposit and other fees, but is denied that membership by the Country Club, shall be deemed to have fulfilled the Owner's obligation under Section 2.1. However, denial of an application shall not relieve a subsequent Owner of the duty to obtain a Regular Equity Membership.

(d) Notwithstanding anything contained in this Declaration, Split Rock shall not be obligated to purchase a Regular Equity Membership for Dwelling Units or Lots owned by it for development or resale. However, nothing in this Declaration shall be deemed to release Split Rock from any of its duties or obligations under the Club Privatization Agreement dated March 30, 2006 by and between Country Club, Entrada Spirits, Inc., The Entrada Company, Entrada Clubhouse Company, L.L.C., Entrada Golf, L.L.C., Moss Farm Investments, Split Rock, Dry Ditch, L.L.C., and Lava Falls Investments, L.L.C.

2.4 *Entrada Nightly Rental Program:* As more fully stated in the Agreement for Use of Amenities for the Casitas at Entrada dated October 10, 2003 between the Country Club and Split Rock, Inc. ("Amenity Agreement"), an Owner's renters or guests shall have no right to use Club Facilities when not accompanied by a Member unless the Owner of the Dwelling Unit is a participant in the Entrada Nightly Rental Program, and then only in accordance with the provisions of the Amenity Agreement, the Entrada Nightly Rental Program and the Country Club Documents.

2.5 *Sale of Membership:* Pursuant to the Country Club Documents, an Owner who has purchased a Regular Equity Membership may under certain circumstances transfer the membership in conjunction with the sale of a Dwelling Unit or Lot.

ARTICLE 3

GOLF COURSE OPERATIONS

3.1 *Golf Balls, Disturbances and Nuisances:* Each Owner understands and agrees that his or her or its Dwelling Unit or Lot is or may be adjacent to or near the Country Club golf course and related facilities and that golf course-related activities, including, without limitation, regular course play and tournaments, may be held on the Country Club Facilities. Each Owner acknowledges that the location of his or her Dwelling Unit or Lot within the Property may result in nuisances or hazards to persons and property on such Dwelling Unit or Lot as a result of normal golf course operations or as a result of such other golf course-related activities. Each Owner covenants for itself, its successors and assigns, and for such Owner's invitees and family members, that it and they assume all risks associated with such location, including but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to such golf course-related activities and shall indemnify and hold harmless the Country Club and Split Rock and any and all sponsors and promoters of any tournament or other activity on or involving any such golf course or related facilities, for, from and against any liability, claims or expenses, including attorneys' fees and court costs, arising from such property damage or personal injury. Each Owner further covenants that the Country Club shall have the

right, in the nature of an easement, to subject all or any portion of the Property to nuisances incidental to the maintenance, operation or use of any such golf course, and to the carrying out of such golf course-related activities, including, without limitation, tournament play.

3.2 *Operation of the Golf Course:* Each Owner acknowledges that the operation and maintenance of any golf course near or adjacent to the Property may require that maintenance personnel and other workers will perform work relating to the operation and maintenance of such golf course at any time(s) of the day or night. In connection therewith, each Owner agrees that the Country Club, and its employees, agents and contractors shall not be responsible or accountable for, and shall be held harmless from, any claims, causes of action, loss or liability arising in connection with or associated with any noise or inconvenience normally associated with such operation and maintenance activities.

3.3 *Other Golf Course Related Agreements:* No Owner, and no guest, invitee, employee, agent or contractor of any Owner, shall at any time enter upon the golf course (or related facilities) adjacent to or near the Project for any purpose (other than to engage in golf play or as a spectator or guest of the golf course, in each and every case subject to all rules and regulations of the golf course including, without limitation, all requirements relating to membership, fees, reservation of tee times and the like), and each Owner shall keep his, her or its pets and other animals off any golf course (and out of any related facilities) at all times. No Owner shall (or permit his or her occupants, guests, invitees, employees, agents or contractors to) interfere in any way with play on the golf course (whether in the form of physical interference, noise, harassment of players or spectators, or otherwise). Each Owner (for such Owner and its occupants, guests and invitees) recognizes, agrees and accepts that: (a) operation of a golf course and related facilities will often involve parties and other gatherings (whether or not related to golf, and including without limitation weddings and other social functions) at or on the golf course and related facilities, tournaments, loud music, use of public address systems and the like, occasional supplemental lighting and other similar or dissimilar activities throughout the day, from early in the morning until late at night; (b) by their very nature, golf courses present certain potentially hazardous conditions, which may include, without limitation, lakes or other bodies of water and man-made or naturally-occurring topological features such as washes, gullies, canyons, uneven surfaces and the like; (c) irrigation of landscaping on a golf course or related facilities may result in water spraying, drifting or blowing onto adjacent or nearby Lots or other property; and (d) neither such Owner nor its occupants, guests and invitees shall make any claim against the Country Club or Split Rock or any sponsor, promoter or organizer of any tournament or other event, in connection with the matters described or referenced in (a), (b) and (c) above, whether in the nature of a claim for damages relating to personal injury or property damage, or otherwise.

ARTICLE 4

AMENDMENT OF DECLARATION

4.1 *Amendment of Declaration:* The Declaration may be amended by a recorded instrument (a) approved, by written vote, of Owners of at least seventy-five percent (75%) of the Lots and Dwelling Units within the Property, and (b) consented to by the Country Club, which consent may be withheld for any reason.

4.2 *Written Notice:* Written notice, describing in detail the purpose of any meeting of the Owners to consider a proposed amendment, shall be sent to the Board of Directors at least 30 days in advance.

ARTICLE 5

MISCELLANEOUS

5.1 *No Joint Venture:* It is mutually understood and agreed that nothing contained in this document is intended, or shall be construed, as in any way creating or establishing the relationship of copartners or joint venturers between the parties for any purpose or in any manner.

5.2 *Notices:* Any notice required under the provisions of this document to be sent to any Dwelling Unit Owner or Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to last known address of such Owner.

5.3 *Severability:* If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

5.4 *Enforcement:* In the event of a breach of the restrictions, duties or obligations set forth in this Declaration, the prevailing party in any litigation, mediation, or other action commenced to enforce the terms hereof, shall be entitled to reimbursement from the other party of all costs and expenses, including reasonable attorneys' fees, incurred as a result of such breach. This Declaration shall be interpreted in accordance with the laws of the State of Utah.

5.5 *Consent of Entrada Declarant.* The Master Declaration requires the approval of the Entrada Declarant to any restrictive covenants recorded against property within the Entrada Development. Entrada Declarant approves and consents to the recordation of this Declaration, and signs this Declaration solely for the purpose of evidencing such approval and consent.

11th IN WITNESS WHEREOF, Split Rock has caused this Declaration to be executed this day of September, 2006.

SPLIT ROCK:

SPLIT ROCK, INC

By: 
Its: President

COUNTRY CLUB:

ENTRADA AT SNOW CANYON
COUNTRY CLUB, INC

By: 
Its: President

ENTRADA DECLARANT:

THE ENTRADA COMPANY

By: _____
Its: _____

ENTRADA AT SNOW CANYON
COUNTRY CLUB, INC

By: _____
Its: President

ENTRADA DECLARANT:

THE ENTRADA COMPANY

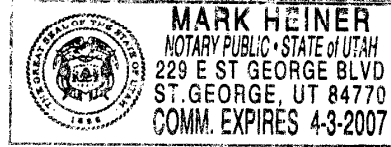
By: Bruce Lee
Its: PRES.

ACKNOWLEDGMENTS

STATE OF UTAH)
)
:ss.
COUNTY OF WASHINGTON)

Mark Heiner On the 11th day of September 2006, personally appeared before me
Mark Heiner the President of Split Rock, Inc., a Utah corporation, the signer of the
foregoing Declaration of Covenants, Conditions and Restrictions Re: Entrada Country Club
Membership, who acknowledged to me that he had been authorized by a resolution of the Board
of Directors of Split Rock, Inc. to execute this document for the purposes stated herein.

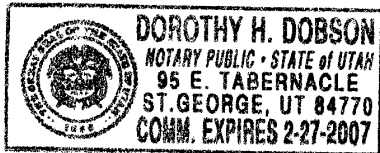
Mark Heiner
Notary Public



STATE OF UTAH)
)
:ss.
COUNTY OF WASHINGTON)

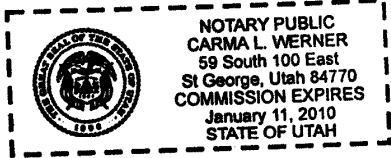
On the 11th day of September, 2006, personally appeared before me
John A. Warner Jr. John A. Warner Jr. the President of Entrada at Snow Canyon Country Club, Inc., a Utah
corporation, the signer of the foregoing Declaration of Covenants, Conditions and Restrictions
Re: Entrada Country Club Membership, who acknowledged to me that he had been authorized
by a resolution of the Board of Directors of Entrada at Snow Canyon Country Club, Inc. to
execute this document for the purposes stated herein.

Dorothy H. Dobson
Notary Public



STATE OF UTAH)
)
:SS.
COUNTY OF WASHINGTON)

On the 11th day of September, personally appeared before me Brooks Pace
the President of The Entrada Company., a Utah corporation, the signer of
the foregoing Declaration of Covenants, Conditions and Restrictions Re: Entrada Country Club
Membership, who acknowledged to me that he had been authorized by a resolution of the Board
of Directors of The Entrada Company. to execute this document for the purposes stated herein.



Carma L. Werner
Notary Public

**CONSENT TO RECORD AND SUBORDINATION
(Zions First National Bank)**

The undersigned Zions First National Bank, a national banking association, is the holder of that certain Deed of Trust dated January 31, 2006, and recorded February 8, 2006, as Entry No. 20060002055, in the official records of Washington County, Utah (the "Deed of Trust"), which constitutes a lien of record against the property subject to the foregoing Declaration. Zions First National Bank hereby subordinates the lien and encumbrance of the Deed of Trust to this Declaration and to the rights, restrictions, covenants and interests set forth therein, and consents to the recordation of such Declaration in the Office of the Washington County Recorder.

ZIONS FIRST NATIONAL BANK, a national banking association

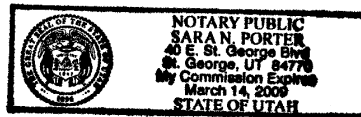
By: Scott Colton
Its: DIRECTOR OF REGIONAL CREDIT

STATE OF Utah)
):ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 11 day of September, 2006, by Scott Colton, the Director of Regional Credit of Zions First National Bank, a national banking association.

Sara N. Porter
NOTARY PUBLIC
Residing at: Ivins, Utah

My Commission Expires:
March 14, 2009

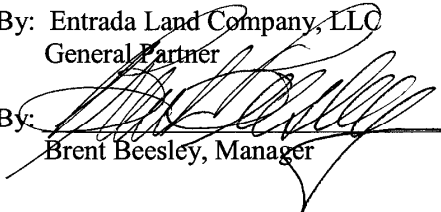


**CONSENT TO RECORD AND SUBORDINATION
(Moss Farm Investments)**

The undersigned Moss Farm Investments, a Utah general partnership, is the holder of that certain Deed of Trust dated September 7, 2004, and recorded September 17, 2004, as Entry No. 901031, in Book 1671, Page 1290 of the official records of Washington County, Utah (the "Deed of Trust"), which constitutes a lien of record against the property subject to the foregoing Declaration. Moss Farm Investments hereby subordinates the lien and encumbrance of the Deed of Trust to this Declaration and to the rights, restrictions, covenants and interests set forth therein, and consents to the recordation of such Declaration in the Office of the Washington County Recorder.


MOSS FARM INVESTMENTS, a Utah general partnership

By: Entrada Land Company, LLC
General Partner

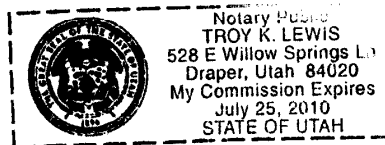
By: 
Brent Beesley, Manager

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

The foregoing instrument was acknowledged before me this 8th day of September, 2006, by Brent Beesley, who is the Manager of Entrada Land Company, LLC, which is the General Partner of Moss Farm Investments, a Utah general partnership.


NOTARY PUBLIC
Residing at: Draper, Utah

My Commission Expires:



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

The undersigned 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 February 8, 2006, as Entry No. 20060002054 in the official records of Washington County, Utah (the "Deed of Trust"), which constitutes a lien of record against the property subject to the foregoing Declaration. Two E Sunset Land Holdings, LLC hereby subordinates the lien and encumbrance of the Deed of Trust to this Declaration and to the rights, restrictions, covenants and interests set forth therein, and consents to the recordation of such Declaration in the Office of the Washington County Recorder.

TWO E SUNSET LAND HOLDINGS, LLC, a Utah limited liability company

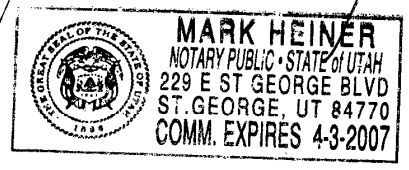
By: [Signature]
Its: Managing Member

STATE OF Utah)
COUNTY OF Washington) :ss.

The foregoing instrument was acknowledged before me this 14th day of September, 2006, by Neiron Larsen, the member/manager of Two E Sunset Land Holdings, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Washington County

My Commission Expires: 4-3-07



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

The undersigned Washington County Water Conservancy District, a body politic of the State of Utah, is the holder of that certain Impact Fee Promissory Note and Security Agreement dated June 21, 2006, and recorded August 5, 2006, as Entry No. 20060063735 in the official records of Washington County, Utah (the "Security Agreement"), which constitutes a lien of record against the property subject to the foregoing Declaration. Washington County Water Conservancy District hereby subordinates the lien and encumbrance of the Security Agreement to this Declaration and to the rights, restrictions, covenants and interests set forth therein, and consents to the recordation of such Declaration in the Office of the Washington County Recorder.

WASHINGTON COUNTY WATER CONSERVANCY
DISTRICT

By: _____
Its: Assistant General Manager

STATE OF Utah)
)
)ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 13 day of Sept, 2006, by Barbara Hille, the Assistant Mngr of the Washington County Water Conservancy District.

Melanie Massey
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

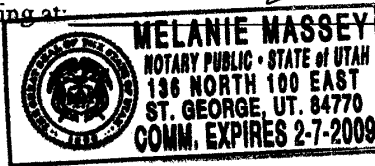


EXHIBIT A

Description of the Property

All of Lots 24-72, inclusive, and the Common and Limited Common Areas of SHINAVA RIDGE, according to the official plat thereof on file in the County Recorder of the Washington County, Utah.

Tax ID. Nos.: SG-SHN-24 through SG-SHN-72