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DOC # 20090021213
Amended Restrictive Covenants
Russell Shirts Washington County Recorder
06/01/2009 12:00:00 AM Fee \$ 96.00
By UNITED TITLE SERVICES
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After Recording send to:
Bruce C. Jenkins, Esq.
Jenkins Ronnow Jensen & Bayles, LLP
1240 East 100 South, Suite 9
St. George, UT 84790

Record Against the Real Property
Described in Exhibit A

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

TO ALL MEN:

RECITALS

- A. WHEREAS, on September 12, 2006 the Declaration of Covenants, Conditions and Restrictions re: Entrada County Club Membership was recorded in the official records of the Washington County Recorder as Document No. 2006004 (the "Declaration").
- B. WHEREAS, the principal purpose of the Declaration was to require all Lot Owners in the Shinava Ridge Subdivision to purchase a Regular Equity Membership in the Entrada at Snow Canyon Country Club (the "Club");
- C. WHEREAS, all parties to the Declaration, (namely Split Rock, Inc., Entrada at Snow Canyon Country Club, and The Entrada Company), desire to amend and modify the Declaration as provided for herein;
- D. WHEREAS, seventy-five percent (75%) or more of the Owners in the Shinava Ridge Subdivision desire to amend and modify the Declaration as provided for herein (the Consents of such Owners are attached as hereto Exhibit B);
- E. WHEREAS, the following lien holders which originally consented to the Declaration also desire to amend and modify the Declaration as provided for herein, to wit: Zions First National Bank, Two E Sunset Land Holdings, LLC and the Washington County Water Conservancy District;

**THE UNDERSIGNED HOLDS UNITED
TITLE SERVICES HARMLESS FROM
ALL LIABILITY OR RESPONSIBILITY
IN CONNECTION WITH THE
PREPARATION AND/OR RECORDING
OF THIS DOCUMENT**

- F. WHEREAS, this Amendment and Modification of the Declaration shall, however, have no force and effect upon that certain 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) recorded on September 14, 2006 in the official records of the Washington County Recorder as Document #20060042389 (the "Shinava Ridge Annexing Declaration").
- G. WHEREAS, the purpose of this Amendment and Modification of the Declaration is to change the existing requirement for Owners of Lots 40-72 to purchase a Regular Equity Membership from the Club to require such Lot Owners to be Associate Members of the Club; and
- H. WHEREAS, Owners of Lots 24-39 as Members of the Inn of Entrada shall still be required to purchase a Regular Equity Membership.

NOW, THEREFORE, the following Amendment and Modification of the Declaration is hereby made:

AMENDMENT AND MODIFICATION

1. Article 2 of the Declaration is hereby amended, modified and divided into two (2) sub-Articles: (i) Article 2A affecting Lots 24-39 and requiring Owners of such Lots to purchase a Regular Equity Membership in the Club and (ii) Article 2B affecting Lots 40-72 and requiring Owners of such Lots to maintain an Associate Membership in the Club.

ARTICLE 2A REGULAR EQUITY MEMBERSHIPS REQUIRED

- 2A.1 Applicability: This Article 2A shall apply to Lots 24-39 of the Property.
- 2A.2 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.
- 2A.3 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.

- 2A.4 Excuse from Mandatory Regular Equity Membership: An Owner is deemed to have fulfilled the Owner's obligation under Section 2A.2, 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 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 2A.2, 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 Amendment and Modification obligates the Country Club to approve the membership application of an Owner, nor shall this Amendment and Modification affect the Country Club's right to any 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 2A.2. 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 Amendment and Modification , 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 Amendment and Modification 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., Split Rock, Dry Ditch, L.L.C., and Lava Falls Investments, L.L.C.
 - (e) 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.

- (f) 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 2B
ASSOCIATE MEMBERSHIPS REQUIRED**

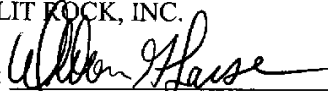
- 2B. 1 Applicability: This Article 2B shall apply to Lots 40-72 of the Property.
- 2B. 2 Associate Membership Required: Each Owner shall be required to maintain in an active status an Associate Membership in the Club under such terms and conditions as established by the Club.
- 2B. 3 Rights and Privileges: Associate Members shall have the same rights and privileges in Club as Social Members except that Associate Members shall have no rights to use the Golf Course beyond the rights that may be afforded the general public or guests of Equity Members.
- 2B. 4 Collection of Associate Member Dues: The Entrada Property Owners Association ("EPOA") shall hereby be empowered and authorized to collect the Associate Membership dues as part of the assessments levied and collected by the EPOA.
- 2B. 5 Multiple Lot Owners: To the extent any person owns more than one property upon which dues and assessments to EPOA are collected, such person's monthly dues shall be reduced for every such property owned greater than one by the monthly fee paid Club by EPOA for one Associate Membership. However, any Lot Owner shall not be treated as owning an additional property for this purpose if such additional property is rented or leased to any person or party for a lease term of six months or more.
- 2B. 6 Multiple Owners: If a Lot within the Property has more than one owner (for this purpose the rules of Club relating to multiple owners of an Equity Membership including who is an owner, shall govern), a monthly Associate Membership fee for each such owner of the Lot who is an Associate Member shall be paid to the Club.
- 2B. 7 Food and Beverage Minimums: Each Associate Member shall be subject to the same requirements for food and beverage minimums as existing members of Entrada Spirits, Inc. ("Spirits") who are not Associate Members.
- 2B. 8 Account with Club and Spirits: Each Associate Member shall have an account established at Club and Spirits whereby such Associate Member may for themselves

and guests charge purchases, including food and beverage items, pro shop purchases, and Sports Center charges of all kinds. Each Associate Member shall be responsible for the payment to Club and Spirits, as the case may be, of such charges on a monthly basis. If an Associate Member fails to pay such charges in a timely manner, then the Associate Member shall be subject to the normal default and non-payment procedures of Club and Spirits that exist for all other members of the respective entity. In the event Club or Spirits is unsuccessful in its efforts to collect the sums due from any Associate Member after reasonable efforts, EPOA shall collect such sums from the defaulting Associate Member in the same manner as other obligations due EPOA from property owners.

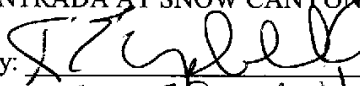
2. This Cancellation and Termination has no effect upon the Shinava Ridge Annexing Declaration and all Lots in Shinava Ridge shall remain subject to the Corrective Entrada at Snow Canyon Third Amended Declaration of Covenants, Conditions and Restrictions. Further, Lots 24-39 of Shinava Ridge shall additionally remain subject to all the restrictive covenants for the Inn of Entrada, including the covenant requiring the owners of Lots 24-39 of Shinava Ridge to purchase a Regular Equity Membership in the Club.
3. All other terms of the Declaration not amended and modified herein remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Document effective as of the 21 day of Jan., ~~2008~~ 2009

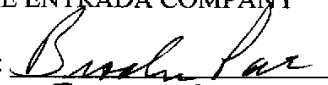
SPLIT ROCK, INC.

By: 
Name: Weldon G. Larsen
Its: President

ENTRADA AT SNOW CANYON COUNTRY CLUB

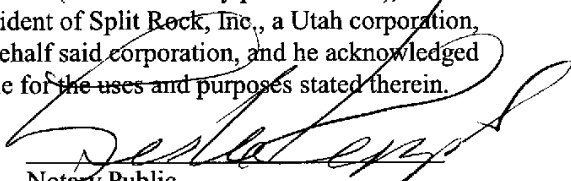
By: 
Name: Travis E. Campbell
Its: President

THE ENTRADA COMPANY

By: 
Name: Brooks Pace
Its: PRES.

STATE OF UTAH,)
)
:SS.
County of Washington)

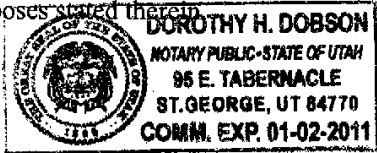
On this 21 day of Jan, 2009, personally appeared before me Weldon G. Larsen, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the President of Split Rock, Inc., a Utah corporation, and that he executed the foregoing document on behalf said corporation, and he acknowledged before me that such Corporation executed the same for the uses and purposes stated therein.


Notary Public

STATE OF UTAH,)
)
:SS.
County of Washington)



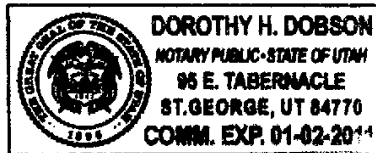
On this 26 day of January, 2009, personally appeared before me Travis E. Campbell, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the President of Entrada at Snow Canyon Country Club, and that he executed the foregoing document on behalf said company, and he acknowledged before me that such company executed the same for the uses and purposes stated therein.

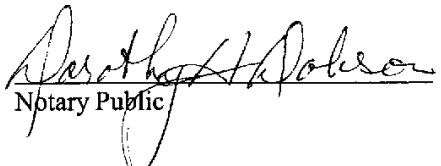



Notary Public

STATE OF UTAH,)
)
:SS.
County of Washington)

On this 26 day of January, 2009, personally appeared before me Brooks Pace, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the President of The Entrada Company, and that he executed the foregoing document on behalf said company, and he acknowledged before me that such company executed the same for the uses and purposes stated therein.

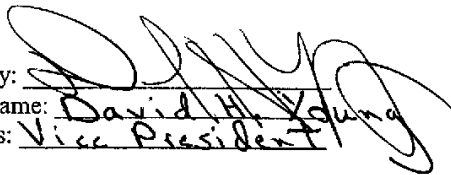



Notary Public

CONSENT TO RECORD AND SUBORDINATION
(Zions First National Bank)

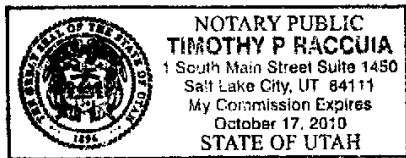
The undersigned, Zions First National Bank, a national banking association, is the holder of that certain Deed of Trust dated January 31, 2006, and recorded February 8, 2006 as Entry #20060002055 in the official records of Washington County Recorder's office, Washington County, Utah (the "deed of trust"), which constitutes a lien of record against the subject property. Zions First National Bank hereby consents to the Amendment and Modification of the Declaration and subordinates the deed of trust to the same.

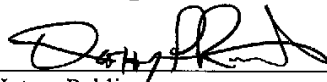
ZIONS FIRST NATIONAL BANK,
a national banking association

By: 
Name: David H. Young
Its: Vice President

STATE OF UTAH,)
 Salt Lake ss)
County of Washington)

The following instrument was acknowledged before me this 16 day of January 2009, 2008, by David H. Young, the Vice President of Zions First National Bank, a national banking association.

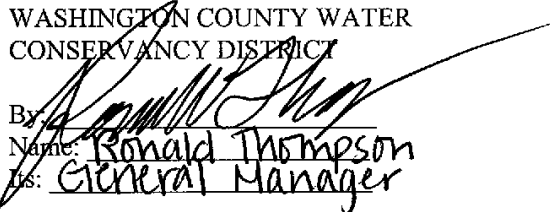



Notary Public

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

The undersigned, Washington County Water Conservancy District, 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 Recorder, Washington County, Utah (the "Security Agreement"), which constitutes a lien of record against the subject property. Washington County Water Conservancy District hereby consents to the Amendment and Modification of the Declaration and subordinates the deed of trust to the same.

WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT

By: 
Name: Ronald Thompson
Is: General Manager

STATE OF UTAH,)

County of Washington)

ss

The following instrument was acknowledged before me this 19 day of Dec., 2008, by Ronald W. Thompson the General Manager of Washington County Water Conservancy District.

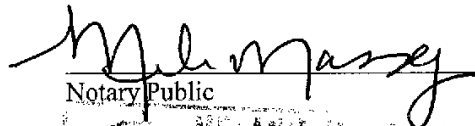
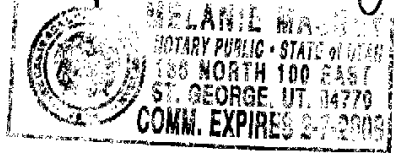

Notary Public


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

EXHIBIT B

Owner Consents

**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

(Lot Owner)

Owner: D+N Properties LLC
Lot(s): 63

The undersigned, DAVID J BREST, hereby submits his/her/its
written vote in favor of the Amendment and Modification of the Declaration and consents to the
recording of the same in the records of the Washington County Recorder.

Dated this 19th day of May, 2009

David J Brest

20090021213

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**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

(See Below)

Owner: DAN PROPERTIES, LLC
Lot(s): 59

The undersigned, DAVID J. BARISH, MGR, hereby submits his/her/its
written vote in favor of the Amendment and Modification of the Declaration and consents to the
recording of the same in the records of the Washington County Recorder.

Dated this 19th day of May, 2009

David J. Barish

**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

(Lot Owner)

Owner: DYN Properties LLC
Lot(s): 61

The undersigned, DAVID J BRESN, hereby submits his/her/its
written vote in favor of the Amendment and Modification of the Declaration and consents to the
recording of the same in the records of the Washington County Recorder.

Dated this 19th day of May, 2009

David J Bresn

**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

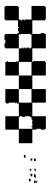
(Lot Owner)

Owner: Richard Reinhold Sandra Susan Reinhold
Lot(s): 44

The undersigned, RICHARD & SANDRA REINHOLD hereby submits his/her/its written vote in favor of the Amendment and Modification of the Declaration and consents to the recording of the same in the records of the Washington County Recorder.

Dated this 4 day of MAY, 2008.

Richard Reinhold
Sandra Susan Reinhold



1st Dall Smith
Box 435-688-1042

**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP ...**

(Lot Owner)

Owner: DIMON R. McFERSON
Lot(s): SHINGVA - LOTS 41 and 45

The undersigned, DIMON McFERSON, hereby submits his/her/its written vote in favor of the Amendment and Modification of the Declaration and consents to the recording of the same in the records of the Washington County Recorder.

Dated this 17 day of April, 2008, 2009

Dimon R McFerson


**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

(Lot Owner)

Owner: Dave Richards
Lot(s): 53-37

The undersigned, Dave Richards, hereby submits his/her/its written vote in favor of the Amendment and Modification of the Declaration and consents to the recording of the same in the records of the Washington County Recorder.

Dated this 10 day of April, ²⁰⁰⁹2008.



**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

(Lot Owner)

Owner: Douglas Andersen
Lot(s): lot 46

The undersigned, Douglas Andersen hereby submits his/her/its written vote in favor of the Amendment and Modification of the Declaration and consents to the recording of the same in the records of the Washington County Recorder.

Dated this 13 day of April, 2009.

Douglas Andersen

**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

(Lot Owner)

Owner: Split Rock, Inc

Lot(s): 24, 25, 26, 27, 28, 29, 30, 31, 71, 72, 56
32, 33, 34, 35, 36, 37, 48, 49, 51, 52, 57, 58, 60, 62, 64, 65, 66, 68

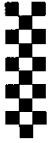
The undersigned, Burt Smith, hereby submits his/her/its
written vote in favor of the Amendment and Modification of the Declaration and consents to the
recording of the same in the records of the Washington County Recorder.

Dated this 6 day of April, ²⁰⁰⁹2008.

Burt Smith

04/17/2009 15:48 6148489915

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To: Bart Swim
Fax 435-688-1042

**CONSENT TO RECORDING OF AMENDMENT AND MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RE ENTRADA COUNTRY CLUB MEMBERSHIP**

(Lot Owner)

Owner: DIMON R. McFARSON
Lot(s): ~~SWINGA - LOTS~~ 41 and 45

The undersigned, DIMON McFARSON, hereby submits his/her/its written vote in favor of the Amendment and Modification of the Declaration and consents to the recording of the same in the records of the Washington County Recorder.

Dated this 17 day of April, 2008 2009

Dimon R McFarson