PU7 1 6 5 1 BK 1402 F9 1038 RUSSELL SHIRTS * WASHINGTON CO RECORDER 2001 APR 02 11:24 AM FEE \$14.00 BY TC FOR: SOUTHERN UTAH TITLE CO

SUPPLEMENTAL DECLARATION FOR SUN RIVER ST. GEORGE PHASE 58

Sun River St. George Development, L.C., a Utah limited liability company, Declarant under that certain Declaration of Covenants, Conditions, and Restrictions for Sun River St. George ("Declaration") (an age restricted community) filed of record on March 10, 1998, as Entry No. 594446, i Book 1187, at pages 294-365, of the Official Washington County Records, hereby exercises its rights and privileges under said Declaration as follows:

1. Declarant hereby subjects Phase 5B of Sun River St. George to the terms of this Supplemental Declaration as well as the Declaration. Phase 5B is located on the following described property in Washington County, State of Utah, including lots and common areas as set forth on the Plat filed concurrently herewith:

See Exhibit A attached hereto and incorporated herein for legal description

As part of the Association's responsibility to maintain the Common Areas as set forth in the Declaration, the Association will install, maintain, repair and replace the landscaping in the front yard area of each Lot. Such landscape maintenance of the front yard area may also necessarily include portions of the private buildable pad area as shown on the Plat and Limited Common Area to the extent such extends into the front yard area.

The Owner, and not the Association unless assumed by separate written agreement, has the obligation to install, maintain, repair and replace the landscaping in the side and rear yard areas. Landscaping of the side and rear yard areas must be done within 120 days of the close of escrow.

The Owner shall also be responsible for maintenance of his or her Lot and dwelling unit and all other improvements comprising the Lot in a manner consistent with that set forth in this Supplemental Declaration. Each Owner shall also be responsible for maintaining the interior surface of any perimeter wall or fence unless such maintenance is assumed by the Association or a Neighborhood Association pursuant to a Supplemental Declaration.

In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility as set forth in the Declaration and this Supplemental Declaration, the Association may perform such maintenance responsibility and assess all costs incurred in accordance with Section 8.7 of the Declaration. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

SR.3.SUPPLEMENT DECLARE-2.191.01

- 3. As a part of original construction of a Dwelling Unit by Declarant, patios, extensions of the Dwelling Unit, and other similar structures may extend into the Limited Common Areas appurtenant to that Dwelling Unit, provided that such structures do not violate City of St. George yard setback requirements. Limited Common Areas shall be for the exclusive use, benefit and occupancy of the Owner to which such Limited Common Area appertains and is identified on the Official Plat or on the Properties.
- Declarant continues to reserve all rights and privileges as conferred in the Declaration.
- 5. All other provisions of the Declaration not modified or altered herein remain in full force and effect. In the event of a discrepancy between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.

DATED this day of February, 2001

DECLARANT:

SUN RIVER ST, GEORGE DEVELOPMENT, L.C. A UTAH LIMITED LIABILITY COMPANY

By:
Its: Manager

STATE OF UTAH,

:ss

County of Washington.)

On this day of Folgan, 2000, personally appeared before me, On this who being by me duly sworn did say that he/she is a Manager of Sun River St. George Development, L.C. a Utah limited liability company, and that he/she executed the foregoing Supplemental Declaration on behalf said limited liability company being authorized and empowered to do so by the operating agreement of said company, and he/she did acknowledge to me that such company executed the same for the uses and purposes stated therein.



NOTARY PUBLIC

Supplemental Declaration Sun River St. George Page 2 of 2

Sun River St. George - Phase 5b

Beginning at the northwest corner of "Sun River St. George, Phase 5A," said point also being on the southerly right-of-way line of Sun River Parkway, a 100.00 foot wide public roadway and located North 01°13'39" East 2376.51 feet and North 90 00'00" East 1483.96 feet from the southwest corner of said Section 23, Township 43 South, Range 16 West of the Salt Lake Base and Meridian and running thence coincident with the boundary of said Phase 5A in the following seven (7) courses: leaving said southerly right-of-way line South 03°36'58" East 164.28 feet; thence South 00°03'28" East 222.49 feet; thence North 85°17'13" East 111.84 feet; thence South 03°37'08" East 19.49 feet to the point of curvature of a 1018.00 foot radius curve concave to the east; thence southerly 41.06 feet along the arc of said curve through a central angle of 02°18'40"; thence South 85°51'23" East 36.58 feet; thence North 89°20'47" East 142.12 feet to the southeast corner of said Phase 5A, said point also being on the Sun River Golf Course boundary line; thence coincident with said golf course boundary in the following two (2) courses: South 23°14'03" West 66.15 feet; thence South 07°00'56" East 311.55 feet; thence leaving said golf course boundary South 82°59'04" West 144.00 feet; thence North 07°00'56" West 19.86 feet; thence South 83°04'45" West 330.00 feet; thence North 06°55 West 98.00 feet; thence North 11°25'09" West 30.09 feet; thence North 06°55'15" West 90:00 feet; thence South 83°04'45" West 65.00 feet; thence North 85°17'54" West 48.77 feet; thence North 12°21'59" East 31.93 feet; thence North 77°38'01" West 90.00 feet; thence North 75°35'14" West 30.02 feet; thence North 77°38'01" West 100.35 feet; thence North 14°40'24" East 75.19 feet; thence North 16°15'15" East 36.085 feet; thence North 12°21'59" East 105.74 feet; thence North 79°29'48" West 46.78 feet; thence North 09°50'57" East 370.12 feet; thence North 12°33'04" East 20.00 feet to a point on said southerly right-of-way line; thence coincident with said southerly right-of-way line in the following two (2) courses: South 77°26'55" East 15.70 feet to the point of curvature of a 1900 00 foot radius curve concave to the north; thence easterly 420.15 feet along the arc of said curve through a central angle of 12°40'12" to the point of beginning. Containing 10.461 acres.

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