

**SUPPLEMENTAL DECLARATION  
FOR SUN RIVER ST. GEORGE  
PHASE 5B**

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

2. 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.

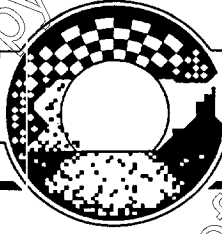
The Owner, and not the Association unless assumed by separate written agreement, has the obligation to install, maintain, repair and replace the landscaping in the side and rear yard areas. Landscaping of the side and rear yard areas must be done within 120 days of the close of escrow.

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.



**ROSENBERG**  
CONSULTING ENGINEERS



**ASSOCIATES**  
AND LAND SURVEYORS

**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  $01^{\circ}13'39''$  East 2376.51 feet and North  $90^{\circ}00'00''$  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  $03^{\circ}36'58''$  East 164.28 feet; thence South  $00^{\circ}03'28''$  East 222.49 feet; thence North  $85^{\circ}17'13''$  East 111.84 feet; thence South  $03^{\circ}37'08''$  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  $02^{\circ}18'40''$ ; thence South  $85^{\circ}51'23''$  East 36.58 feet; thence North  $89^{\circ}20'47''$  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  $23^{\circ}14'03''$  West 66.15 feet; thence South  $07^{\circ}00'56''$  East 311.55 feet; thence leaving said golf course boundary South  $82^{\circ}59'04''$  West 144.00 feet; thence North  $07^{\circ}00'56''$  West 19.86 feet; thence South  $83^{\circ}04'45''$  West 330.00 feet; thence North  $06^{\circ}55'15''$  West 98.00 feet; thence North  $11^{\circ}25'09''$  West 30.09 feet; thence North  $06^{\circ}55'15''$  West 90.00 feet; thence South  $83^{\circ}04'45''$  West 65.00 feet; thence North  $85^{\circ}17'54''$  West 48.77 feet; thence North  $12^{\circ}21'59''$  East 31.93 feet; thence North  $77^{\circ}38'01''$  West 90.00 feet; thence North  $75^{\circ}35'14''$  West 30.02 feet; thence North  $77^{\circ}38'01''$  West 100.35 feet; thence North  $14^{\circ}40'24''$  East 75.19 feet; thence North  $16^{\circ}15'15''$  East 36.085 feet; thence North  $12^{\circ}21'59''$  East 105.74 feet; thence North  $79^{\circ}29'48''$  West 46.78 feet; thence North  $09^{\circ}50'57''$  East 370.12 feet; thence North  $12^{\circ}33'04''$  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  $77^{\circ}26'53''$  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  $12^{\circ}40'12''$  to the point of beginning. Containing 10.461 acres.

352 East Riverside Drive Suite A-2  
St. George, Utah 84790  
(435) 673-8586  
(435) 673-8397 Fax

1675 South Berry Knoll Boulevard  
Centennial Park, Arizona 86021  
(520) 875-8292  
(520) 875-8090 Fax