

P.2

DOC # 20060034475

Amended Restrictive Covenants 1 of 2
Russell Shirts Washington County Recorder
8/3/06 8:27 AM Fee \$ 12.00 By GARY G KUHLMANN & ASSOC

When recorded return to:
Gary G. Kuhlmann & Associates, PC
113 East 200 North, Suite 1
St. George, UT 84770



**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SUN RIVER ST. GEORGE**

WHEREAS, the undersigned (hereafter "Developer") is the developer of certain real property located in St. George, Washington County, State of Utah, identified as Sun River St. George, such property being more particularly described on the official recorded plat of the Sun River St. George Association, Inc., at Sun River St. George, and

WHEREAS, the Developer caused such property to be subjected to certain covenants, conditions and restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions of Sun River St. George, dated February 27, 1998, and recorded in the official records of the Washington County Recorder on March 10, 1998, as Entry No. 594446, Book 1187, Pages 294 through 365 (hereinafter "Covenants"); and

WHEREAS, it has become necessary to amend such Covenants; and

WHEREAS, pursuant to the covenants, the following amendment was proposed and passed by the requisite number of property owners.

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions for Sun River St. George, is hereby amended by adding Section 2.8 as follows:

2.8 Rental Cap - A person wishing to rent/lease their home shall make prior application to the Board of Trustees for approval to do so. At no time can more than 5% of the total number of homes in the community be rented or leased provided however that the Board of Trustees may at their discretion allow an additional 2% for hardship situations. In the event that the total number of rented/leased homes in the community reaches or exceeds 5%, the Association shall create a list of those who desire to rent/lease their homes. Names shall be added to the list on a first come, first added basis. The definition of hardship is to be judged on a case by case basis and at the discretion of the Board of Trustees. A person desiring to rent/lease their home must own the home for at least one year prior to making application to the Board of Trustees to rent/lease their home. If the renter/lessee defaults on the lease or rental agreement as stated in Article 10.12, the Board of Trustees may have the authority to enforce eviction. If the total number of rentals/leases are above the 5% cap at the time this amendment is approved by the Community Association, those who are currently renting may continue until the current renter/lessee leaves or discontinues the rental/lease agreement. Upon such event, the owner of the home shall be added to the end of the then existing list of persons wishing to rent/lease their home. Any new rental/lease agreement must be approved by the Board of Trustees. If a home sells, an existing rental/lease agreement may continue until the rental/lease agreement term expires. All rental/lease agreements must be approved by the Board of Trustees and must meet the restriction as set forth in Article 10.12 of the CC&R's and contain all of Exhibit B of the Housing for Older Person Act guidelines.

This Amendment is executed for the sole purpose of adding Section 2.8 of the Declaration of Covenants, Conditions, and Restrictions for Sun River St. George as set forth

above, and does not constitute or in any way operate as an amendment, alteration, release or discharge of any other terms, conditions, rights or obligations as set forth in the Covenants.

IN WITNESS WHEREOF, this Amendment is executed by the President and is to be effective on this 21 day of June, 2006.

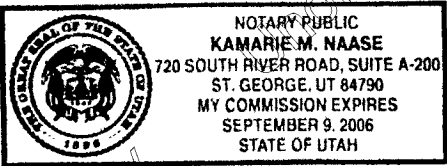
Developer

Sun River at St. George Development, LLC

By Darcy Stewart
Darcy Stewart, President

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 21st day of ~~June~~ ^{July}, 2006, personally appeared before me Darcy Stewart, who being by me duly sworn, did say that he is the a President of Sun River St. George Development, L.C., a Utah limited liability company, and that said instrument was signed on behalf of said Company, and he did acknowledge to me that such Company executed the same for the uses and purposes stated therein.



Kamarie M. Naase
Notary Public