



**SUPPLEMENTAL DECLARATION
FOR SUN RIVER ST. GEORGE
and
NEIGHBORHOOD DESIGNATION
PHASE 26 (Neighborhood N.6)**

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 (an age restricted community) filed of record on March 10, 1998, as Entry No. 594446, in Book 1187, at pages 294-365, of the Official Washington County Records, (including any supplements or amendments thereto (the "Declaration"), hereby exercises its rights and privileges under said Declaration as follows:

1. Declarant hereby subjects Phase 26 of Sun River St. George to the terms of this Supplemental Declaration as well as the terms of the Declaration and any amendments thereto. Phase 26 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 and Exclusive Common Areas as set forth on the Plat and described in the Declaration, the Association will maintain the landscaping in the front yard area of each Lot. Such landscape maintenance of the front yard area, as defined in the Design Guidelines, may also necessarily include portions of the private buildable pad area as shown on the Plat and Common or Limited Common Area, to the extent such extends into the front yard area. Plant replacement is the sole responsibility of the Owner. If at any time an Owner fails to replace dead plants within six (6) months from the date of notice from the Association, the plant will be replaced with a like plant and the Owner will be assessed the cost. The minimum number of plants, as outlined in the Design Guidelines, must be preserved.

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 150 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 and the 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.

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.

4. Pursuant to Sections 3.4 and 16.2 of the Declaration, the Declarant hereby designates and assigns Phase 26 to Neighborhood 6 (N 6).

5. Upon review and approval of the Architectural Review Committee, side yard Common Area may be converted to Limited Common Area by an Owner in the following instances:

(a) the construction of a fence in the side yard Common Area beginning at the rear most portion of a Dwelling Unit (as used herein Dwelling Unit shall include patios covered by the roof of the Dwelling Unit). Such fence, however, shall not be closer than eight feet (8') to a Lot line (boundary of private ownership area) of an adjacent Dwelling Unit and from the rear most portion of the adjacent Dwelling Unit the remainder of the fence shall bisect the Common Area;

and

(b) whenever there is eight (8) or more feet from a Lot line (boundary of private ownership area) to the Limited Common Area separation line, by an Owner installing a fence on the Limited Common Area separation line, provided however that there is eight (8) or more feet on the other side of the Limited Common Area separation line to an adjoining Lot line.

All other side yard Common Area between adjacent Lots shall remain Common Area, as shown on the final plat, and no fences shall be permitted in that area.

6. Limited Common Area may be encroached into with rockery retaining walls built

as a part of original construction by the Declarant.

7. Rockery retaining walls located in Limited Common Area which is bordered by Common Area shall be maintained and repaired by the Sun River St. George Community Association, Inc.

8. In addition to the Base Assessment and all other Assessments provided for in the Declaration, this Phase 26, as a part of Neighborhood 6, shall be subject to Neighborhood Assessments to cover the costs associated with (i) the provision of bundled telecommunications, video transmission, security and other fiber optic services, and (ii) such other costs associated specifically with Neighborhood 6 as from time to time may be established by the Board of Sun River St. George Community Association, Inc.

9. Declarant continues to reserve all rights and privileges as conferred in the Declaration.

10. All other provisions of the Declaration and any amendment thereto modified or altered herein remain in full force and effect. In the event of a discrepancy between the Declaration, amendments thereto, and this Supplemental Declaration, this Supplemental Declaration shall control.

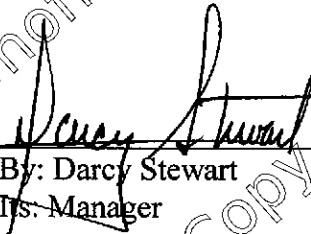
11. Notice is hereby given that the total area of landscaping requiring irrigation on any given Lot shall be restricted to a maximum of five thousand (5,000) square feet, in order to comply with conservation requirements set by the City of St. George and Washington County Conservancy District.

12. Declarant hereby reserves all rights granted in the Declaration and amendments and supplements thereto, including without limitation, the unilateral right to re-designate Neighborhood boundaries during the Development Period as more fully provided for in Section 3.4 of the Declaration.

DATED this 24th day of June, 2008.

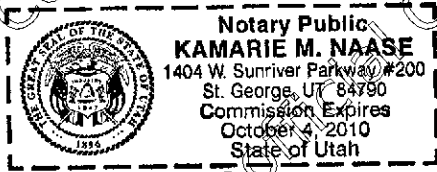
DECLARANT:

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


By: Darcy Stewart
Its: Manager

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

On this 24th day of June, 2008, personally appeared before me, Darcy Stewart, who being by me duly sworn did say that he is a Manager of Sun River St. George, L.C. (a Utah limited liability company), and that he 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 did acknowledge to me that such company executed the same for the uses and purposes stated therein.



Kamari M. Naase
NOTARY PUBLIC

EXHIBIT "A"

SUN RIVER ST. GEORGE, PHASE 26

Beginning at a point on the Easterly Line of Sun River St. George Phase 24 said point also being North 01°13'39" East 1,346.22 feet along the Section Line and East 3,004.52 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running along said East Line the Following (11) Courses;

thence North 00°29'40" West 98.34 feet;
thence North 01°10'27" West 29.00 feet;
thence westerly 9.50 feet along an arc of a 392.50 foot radius curve to the right (center bears North 01°10'27" West long chord bears South 89°31'09" West 9.50 feet with a central angle of 01°23'13");
thence North 01°14'27" East 90.39 feet;
thence South 88°16'45" West 5.01 feet;
thence North 85°53'55" West 32.04 feet;
thence North 81°01'32" West 145.68 feet;
thence North 08°58'28" East 90.45 feet;
thence South 81°01'32" East 28.16 feet;
thence North 08°58'28" East 123.68 feet to the Easterly Line of Sun River St. George Phase 22;

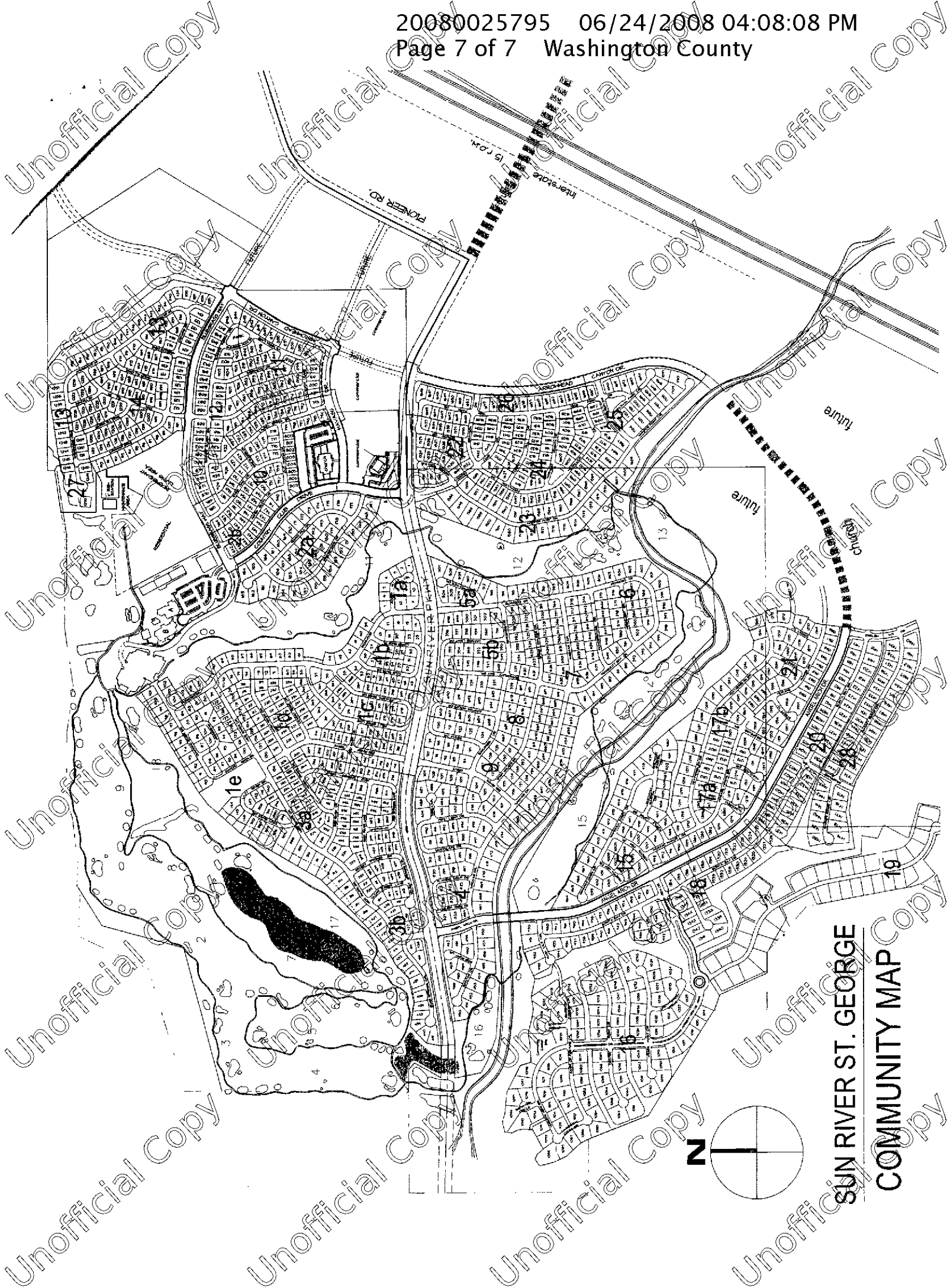
thence South 81°01'32" East 99.80 feet along said East Line the Following (14) Courses;
thence North 08°58'28" East 123.68 feet;
thence North 81°01'32" West 21.39 feet;
thence North 08°58'28" East 89.00 feet;
thence North 81°01'32" West 9.97 feet;
thence North 08°58'28" East 89.00 feet;
thence North 08°58'28" East 29.00 feet;
thence North 81°01'32" West 23.94 feet;
thence North 08°58'28" East 64.44 feet;
thence North 11°04'14" East 53.53 feet;
thence North 12°22'22" East 53.74 feet;
thence North 13°23'01" East 54.04 feet;
thence North 15°30'17" East 127.24 feet;
thence North 07°46'33" East 62.36 feet;
thence North 01°16'34" East 50.00 feet to the Southerly Line of Sun River St. George Phase 1A Amended;

thence South 88°43'26" East 386.78 feet along said South Line;
thence easterly 7.70 feet along an arc of a 800.00 foot radius curve to the right (center bears South 21°38'25" West long chord bears South 68°05'05" East 7.70 feet with a central angle of 00°33'05");
thence South 22°11'30" West 100.00 feet;
thence southwesterly 67.28 feet along an arc of a 40.00 foot radius curve to the left (center bears South 22°11'30" West long chord bears South 64°00'11" West 59.63 feet with a central angle of 96°22'38");
thence South 15°48'52" West 136.04 feet;
thence southerly 1,058.63 feet along an arc of a 1,967.00 foot radius curve to the left (center bears South 74°11'08" East long chord bears South 00°23'47" West 1,045.90 feet with a central angle of 30°50'11") to the Northerly Line of Sun River St. George Phase 25;

thence South 75°07'26" West 213.50 feet along said North Line the following (7) Courses;
thence northerly 14.64 feet along an arc of a 2,180.50 foot radius curve to the right (center bears North 74°59'33" East long chord bears North 14°48'55" West 14.64 feet with a central angle of 00°23'05");
thence northwesterly 31.10 feet along an arc of a 20.00 foot radius curve to the left (center bears South 75°22'38" West long chord bears North 59°10'25" West 28.06 feet with a central angle of 89°06'06");
thence North 13°43'28" West 29.00 feet;

thence northeasterly 31.10 feet along an arc of a 20.00 foot radius curve to the left (center bears North 13°43'28" West long chord bears North 31°43'29" East 28.06 feet with a central angle of 89°06'06");
thence northerly 68.80 feet along an arc of a 2,180.50 foot radius curve to the right (center bears North 77°10'26" East long chord bears North 11°55'20" West 68.80 feet with a central angle of 01°48'28");
thence South 80°53'09" West 59.22 feet;
thence South 83°19'33" West 14.08 feet to the Point of Beginning.

Containing 413,806 square feet or 9.500 acres.



**SUN RIVER ST. GEORGE
COMMUNITY MAP**

