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Russell Shirts Washington County Recorder
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By MOUNTAIN VIEW TITLE CO



When recorded return to:
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**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SUN RIVER ST. GEORGE**

WHEREAS, the undersigned (hereafter "Declarant") is the developer of certain real property located in St. George, Washington County, State of Utah, commonly known as Sun River St. George (hereinafter "Property"); and

WHEREAS, the Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference and in the Declaration of Covenants, Conditions and Restrictions of Sun River St. George, dated February 27, 1998, and recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah on March 10, 1998, as Entry No. 594446, Book 1187, Pages 294 through 365 (hereinafter "Master Declaration") and any Declaration of Annexation or Supplemental Declaration filed subsequent thereto purporting to be bound by the Master Declaration; and

WHEREAS, the Declarant caused the Property to be subject to Master Declaration for the purpose of keeping a common scheme and protecting property rights and values within the Property; and

WHEREAS, on August 3, 2006, Declarant caused to be recorded a document entitled Second Amendment to Declaration of Covenants, Conditions and Restrictions of Sun River St. George (hereinafter "2nd Amendment") in the Official Records on file in the Office of the Recorder of Washington County, State of Utah as Document No. 20060034475; and

WHEREAS, the 2nd Amendment amended and revised the Master Declaration by adding Section 2.8 to the Declaration; and

WHEREAS, it has become necessary to amend the Master Declaration and the 2nd Amendment to satisfy the Federal Housing Administration's requirements for insuring or guaranteeing mortgage loans on the Lots (as defined in the Master Declaration); and

WHEREAS, pursuant to Section 16.2 of the Master Declaration, the Declarant has the unilateral right to amend the Master Declaration to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots or to satisfy the requirements of any local, state or federal governmental agency for the development, marketing, and sale of Lots; and

WHEREAS, pursuant to the Master Declaration, the following amendment is being made unilaterally by the Declarant pursuant to Section 16.2 of the Master Declaration.

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions for Sun River St. George, is hereby amended by deleting Section 2.8 of the Master Declaration and the 2nd Amendment in its entirety and replacing it with the following:

2.8. Rental Cap. An Owner wishing to rent/lease their home shall make prior application to the Board of Trustees for approval to do so. At no time may 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% of the total number of homes in the community to be rented for hardship situations. The definition of hardship is to be judged on a case by case basis and at the discretion of the Board of Trustees. 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. 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 rental/leases are above the 5% cap at the time this amendment is approved by the 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 or an authorized representative of the Board. If a home that is being rented/leased is sold, 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 or an authorized representative of the Board and must meet the restriction as set forth in Article 10.12 of the Declaration and contain all of the guidelines of Exhibit B of the Housing for Older Persons Act. Notwithstanding anything to the contrary in this Section 2.8, the rent/lease cap set forth in this Section 2.8 shall not be applicable to any Lots that are subject to a Mortgage that is insured and/or guaranteed by the Federal Housing Administration, and Lots that are subject to a Mortgage that is insured and/or guaranteed by the Federal Housing Administration shall not be included in calculations to determine the percentage of homes in the community that are rented or leased.

This Amendment is executed for the sole purpose of amending Section 2.8 of the Master Declaration and the 2nd Amendment 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 Master Declaration.

EXHIBIT A

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Sun River St. George effects the following real property, all located in Washington County, State of Utah:

All of Phases 1 through 18, Phases 20 through 24, and Phases 26 through 31, including any and all Common Area, as shown on the Official Plats, according to the official records of the Washington County Recorder:

Phase	Lots	Tax ID Nos.
1A	1-12	SG-SUR-1-1A-1-12
1B	14/15; 16-A-17-A 18-24; 25-A 27-80; 81-A 83-84; 85-A 86-87; 88-A-101-A 102-107	SG-SUR-1-1B-14/15; SG-SUR-1-1B-16-A-17-A SG-SUR-1-1B-18-24; SG-SUR-1-1B-25-A SG-SUR-1-1B-27-80; SG-SUR-1-1B-81-A SG-SUR-1-1B-83 - 84; SG-SUR-1-1B-85-A SG-SUR-1-1B-86-87; SG-SUR-1-1B-88-A-101-A SG-SUR-1-1B-102-107
1C	252-293; 295-296	SG-SUR-1-1C-252-293; SG-SUR-1-1C-295-296
1D	194-251	SG-SUR-1-1D-194-251
1E	108-146	SG-SUR-1-1E-108-146
2A	147-193	SG-SUR-2A-147-193
2B	442-449	SG-SUR-2B-442-449
3A	297-367; 368A; 370-371	SG-SUR-3A-297-367; SG-SUR-1-3A-368A; SG-SUR-3A-370-371
3B	372-441	SG-SUR-3B-372-441
4	450-497; 808-828	SG-SUR-4-450-497; SG-SUR-4-808-828
5A	498-513	SG-SUR-5A-498-513
5B	514-562	SG-SUR-5B-514-562
6	563-609	SG-SUR-6-563-609
7	610-650	SG-SUR-7-610-650
8	651-695	SG-SUR-8-651-695
9	696-739	SG-SUR-9-696-739
10	740-807	SG-SUR-10-740-807
11	829-875	SG-SUR-11-829-875
12	876-929	SG-SUR-12-876-929
13	1129-1155; 1157-1165 1167-1172; 1186-1188 1209-1211; 1226-1227 1232, 1235-1245	SG-SUR-13-1129-1155; SG-SUR-13-1157-1165 SG-SUR-13-1167-1172; SG-SUR-13-1186-1188 SG-SUR-13-1209-1211; SG-SUR-13-1226-1227 SG-SUR-13-1232; SG-SUR-13-1235-1245
14	1110-1128; 1166 1173-1185; 1189-1208 1212-1225; 1228-1231 1233-1234	SG-SUR-14-1110-1128; SG-SUR-14-1166 SG-SUR-14-1173-1185; SG-SUR-14-1189-1208 SG-SUR-14-1212-1225; SG-SUR-14-1228-1231 SG-SUR-14-1233-1234
15	930-1013	SG-SUR-15-930-1013
16	1014-1109; 1019B	SG-SUR-16-1014-1109; SG-SUR-16-1019B
17A	1251-1285	SG-SUR-17A-1251-1285
17B	1286-1313	SG-SUR-17B-1286-1313

18	1314-1346	SG-SUR-18-1314-1346
20	1396-1437	SG-SUR-20-1396-1437
21	1347-1395	SG-SUR-21-1347-1395
22	1516-1530; 1531-A	SG-SUR-22-1516-1530; SG-SUR-22-1531-A
	1532-1555	SG-SUR-22-1532-1555
23	1556-1586	SG-SUR-23-1556-1586
24	1587-1627	SG-SUR-24-1587-1627
26	1628-1666	SG-SUR-26-1628-1666
27	1246-1250	SG-SUR-27-1246-1250
28	1438-1479	SG-SUR-28-1438-1479
29	1726-1741	SG-SUR-29-1726-1741
30	A; 1480-1515	SG-SUR-30-A; SG-SUR-30-1480-1515
	1711-1725	SG-SUR-30-1711-1725
31	1742-1787	SG-SUR-31-1742-1787