



**SUPPLEMENTAL DECLARATION
FOR SUN RIVER ST. GEORGE
and
NEIGHBORHOOD DESIGNATION
PHASE 47 (Lots 2109-2128 - 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 47 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 47 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 in 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, whether in the private, common or limited common area, is the sole responsibility of the Owner. If at any time an Owner fails to replace dead plants after receiving written notice in accordance to Section 3.24 of the corrected First Amended and Restated By-Laws, the plant will be replaced with a like plant and the Owner will be assessed the cost in accordance with Section 8.7(b) of the corrected First Amended and Restated Declaration. 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 maintain, repair and replace the landscaping in the side and rear yard areas.

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 47, Lots 2109-2128, 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. Declarant continues to reserve all rights and privileges as conferred in the Declaration.

9. 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.


10. 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.

11. 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 3rd day of June, 2015

DECLARANT:

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



Darcy Stewart
As: Manager

STATE OF UTAH,)

:ss.

County of Washington.)

On this 3rd day of June, 2015, personally appeared before me, Darcy Stewart, who being by me duly sworn did say that he is a Manager of Sun River St. George Development, 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.

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NOTARY PUBLIC

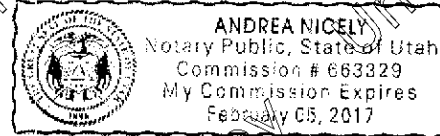


Exhibit "A"

Sun River St. George Phase 47 – Developable Parcel

Beginning at the northeast corner of Sun River St. George Phase 39, said point being the southwesterly corner of Sun River St. George Phase 46, said point also being South 88°43'41" East 2,635.76 feet along the section line and South 1,163.59 feet from the Northwest Corner of Section 26, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence northeasterly the following (12) courses along the southerly line of said Sun River St. George Phase 46;

- thence North 68°37'13" East 77.85 feet;
- thence North 63°50'20" East 78.57 feet;
- thence North 58°54'25" East 78.57 feet;
- thence North 53°58'29" East 78.57 feet;
- thence North 48°44'40" East 78.55 feet;
- thence North 45°28'18" East 73.99 feet;
- thence North 44°49'26" East 348.19 feet;
- thence North 23°52'37" West 8.59 feet;
- thence North 48°43'26" East 72.00 feet;
- thence North 51°15'16" East 19.55 feet;
- thence North 01°14'27" East 46.68 feet;
- thence North 51°15'16" East 122.22 feet;
- thence South 42°36'55" East 68.88 feet;
- thence South 38°44'43" East 69.29 feet;
- thence southerly 26.17 feet along an arc of a 16.66 foot radius curve to the right (center bears South 51°15'17" West, long chord bears South 06°15'17" West 23.56 feet with a central angle of 90°00'00");
- thence South 51°15'17" West 91.05 feet;
- thence southerly 64.22 feet along an arc of a 47.00 foot radius curve to the right (center bears South 71°02'27" West, long chord bears South 20°11'05" West 59.34 feet with a central angle of 78°17'16");
- thence southwesterly 37.85 feet along an arc of a 90.00 foot radius curve to the left (center bears South 30°40'17" East, long chord bears South 47°16'51" West 37.57 feet with a central angle of 24°05'44");
- thence South 35°13'59" West 123.66 feet;
- thence southwesterly 53.40 feet along an arc of a 319.00 foot radius curve to the right (center bears North 54°46'01" West, long chord bears South 40°01'43" West 53.34 feet with a central angle of 09°35'28");
- thence South 44°49'27" West 88.48 feet;
- thence South 45°10'33" East 56.25 feet;
- thence southerly 31.51 feet along an arc of a 22.00 foot radius curve to the right (center bears South 44°49'27" West, long chord bears South 04°08'51" East 28.88 feet with a central angle of 82°03'24");
- thence South 39°08'27" West 221.83 feet;
- thence South 45°22'49" West 77.23 feet;

thence South $53^{\circ}13'13''$ West 88.77 feet;
thence South $63^{\circ}33'58''$ West 87.48 feet;
thence South $71^{\circ}49'29''$ West 62.20 feet;
thence northwesterly 34.88 feet along an arc of a 338.00 foot radius curve to the left (center bears South $29^{\circ}38'14''$ West, long chord bears North $63^{\circ}19'10''$ West 34.87 feet with a central angle of $05^{\circ}54'48''$);
thence northwesterly 267.10 feet along an arc of a 462.00 foot radius curve to the right (center bears North $23^{\circ}43'26''$ East, long chord bears North $49^{\circ}42'50''$ West 263.39 feet with a central angle of $33^{\circ}07'28''$) to and along the easterly line of Sun River St. George Phase 39 to the Point of Beginning.

Containing 232,288 square feet or 5.33 acres