



**SUPPLEMENTAL DECLARATION  
FOR SUN RIVER ST. GEORGE  
and  
NEIGHBORHOOD DESIGNATION  
PHASE 49 (Lots 2129-2149 - Neighborhood N 1)**

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 49 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 49 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 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 49, Lots 2129-2149, to Neighborhood 1 ( N 1).

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.

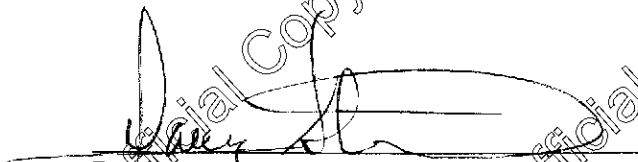
10. Notice is hereby given that the total area of landscaping requiring irrigation on any given Lot shall be restricted to a maximum of five thousand (5,000) square feet, in order to comply with conservation requirements set by the City of St. George and Washington County Conservancy District.

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 21 day of December, 2015

DECLARANT:

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

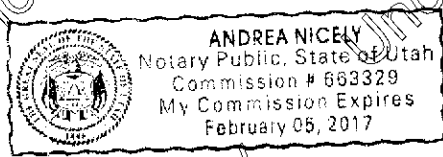


By: Darcy Stewart  
Its: Manager

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

On this 21<sup>st</sup> day of December, 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.

  
NOTARY PUBLIC



**Exhibit "A"**  
**Sun River St. George Phase 49**

Beginning at a point being North 01°13'39" East 3,969.16 feet along the extension of the section line and East 5,029.15 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence westerly 184.38 feet along an arc of a 598.00 foot radius curve to the left (center bears South 11°26'33" East, long chord bears South 69°43'28" West 183.65 feet with a central angle of 17°39'57") to the northeast corner of The Garages at Sun River Phase 1;

thence North 29°06'30" West 63.00 feet along the northeasterly line of said The Garages at Sun River Phase 1;

thence North 56°41'58" West 706.71 feet;

thence South 33°18'02" West 390.35 feet;

thence North 09°49'56" East 50.22 feet;

thence North 33°18'02" East 303.26 feet;

thence North 56°41'58" West 34.63 feet;

thence North 33°18'02" East 200.02 feet;

thence South 56°41'58" East 52.93 feet;

thence North 37°43'11" East 74.11 feet;

thence North 43°54'50" East 71.74 feet;

thence North 44°08'13" East 22.56 feet;

thence South 46°38'46" East 109.61 feet;

thence South 01°14'47" East 39.72 feet;

thence South 52°44'17" East 132.64 feet;

thence North 37°15'43" East 74.00 feet;

thence North 55°21'43" East 74.70 feet;

thence North 53°50'26" East 42.92 feet;

thence South 81°52'22" East 131.39 feet;

thence southerly 76.67 feet along an arc of a 467.00 foot radius curve to the left (center bears North 86°20'15" East, long chord bears South 06°21'57" East 76.58 feet with a central angle of 09°24'24");

thence South 13°17'01" East 49.06 feet;

thence South 13°30'34" East 115.00 feet;

thence easterly 18.49 feet along an arc of a 927.50 foot radius curve to the right (center bears South 13°12'02" East, long chord bears North 77°22'14" East 18.49 feet with a central angle of 01°08'32");

thence South 12°22'02" East 107.00 feet;

thence South 25°19'50" East 39.86 feet;

thence South 11°51'55" East 112.98 feet;

thence South 11°26'33" East 79.52 feet to the Point of Beginning.

Containing 299,333 square feet or 6.87 acres.