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DOC # 20190039231

Amended Restrictive Covenants
Russell Shirts Washington County Recorder
09/26/2019 10:05:30 AM Fee \$ 132.00
By JENKINS & BAGLEY

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Recorded at the request of:
Sun River St. George Community Association, Inc.

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED BY-LAWS OF
SUN RIVER ST. GEORGE COMMUNITY ASSOCIATION, INC.**

As more particularly stated herein, this First Amendment to the Third Amended and Restated By-Laws of Sun River St. George Community Association, Inc. (hereinafter "Amendment"), amends the following:

- (i) Third Amended and Restated By-Laws of Sun River St. George Community Association, Inc., recorded with the Washington County Recorder on March 1, 2018, as Doc. No. 20180008720; and
- (ii) Any and all supplements or amendments to the By-Laws prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder (the foregoing are collectively referred to herein as the "By-Laws").

This Amendment is undertaken pursuant to Article VI, Section 6.6(b) of the By-Laws which provides that the By-Laws may be amended by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the total of those who vote, provided that, at least forty percent (40%) of the total votes in the Association are cast. This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All of the Property known as "Sun River" (described in Exhibit A attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the By-Laws as amended by this Amendment.

Article II, Section 2.5

The following amends, wholly replaces, and substitutes for Section 2.5 of Article II in the By-Laws:

2.5 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered to each Owner entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, plus any time added to effectuate delivery under Section 6.5, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Said notice shall be delivered either

personally, by mail, or by electronic means, including text message, email, and may be posted in an obvious and prominent place on the Association's website, and such notice will constitute fair and reasonable notice. A member wishing not to receive notice by electronic means must notify the Association in writing and must request of the Association to provide notice to the member by U.S. mail only.

Article II, Section 2.8

The following amends, wholly replaces, and substitutes for Section 2.8 of Article II in the By-Laws:

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in the By-Laws, and such voting rights provisions are specifically incorporated by this reference. Members may vote in person at a meeting by voice vote, by ballot, or by proxy. Members may also vote by mail or electronic means, such as email, or the Board authorized website, as long as a signature is attached, all as determined by the Board; provided, however, meetings shall be held when required by the Declaration or the By-Laws. All Membership votes cast for the election of Trustees shall be by secret written ballot. Unless otherwise provided for in the Declaration, all Membership votes shall be subject to the quorum requirements of Section 2.10 of the By-Laws and, if a quorum is established, a Majority Vote of the votes cast will constitute an affirmative action of the Association.

The Association and its Members, by adoption of the By-Laws, agree to allow voting by electronic means. To effectuate electronic voting, ballots may be signed electronically as provided for in Section 2.13.

Article II, Section 2.13

The following adds Section 2.13 to Article II in the By-Laws:

2.13. Signature of Members. Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc. Pursuant to Utah Code Section 46-4-201, a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e. an electronic signature. As used herein, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

Article III, Section 3.8

The following amends, wholly replaces, and substitutes for Section 3.8 of Article III in the By-Laws:

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and

place as a majority of the Trustees shall determine, but at least one (1) such meeting shall be held each quarter. Notice of the time and place of a regular meeting shall be posted in a prominent place within the Properties and communicated to Trustees not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Trustee who has signed a waiver of notice or a written consent to holding of the meeting.

Article III, Section 3.9

The following amends, wholly replaces, and substitutes for Section 3.9 of Article III in the By-Laws:

3.9 **Special Meetings**. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Trustee by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Trustee or to a person at the Trustee's office or home who would reasonably be expected to communicate such notice promptly to the Trustee; or (d) facsimile, computer, television, or such other communication device. All such notices shall be given at the Trustee's telephone number, fax number, electronic mail, or sent to the Trustee's address as shown on the records of the Association. Notices of special meetings of the Board shall be posted in a prominent place within the Properties. Notices sent by first class mail shall be deposited within the Properties. Notices shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

Article III, Section 3.16

The following amends, wholly replaces, and substitutes for Section 3.16 of Article III in the By-Laws:

3.16 Action Without a Formal Meeting

3.16.1 **By Written Consent**. Any action required or permitted by the Nonprofit Act, Declaration, Articles, or the By-Laws, that may be taken at a Board meeting may only be taken without a meeting if all Trustees consent to the action in writing. Action is taken under Subsection 3.16 at the time the last Trustee signs a writing describing the action taken, unless, before that time, any Trustee revokes a consent by a writing signed by the Trustee and received by the secretary or any other person authorized by the By-Laws or the Board to receive the revocation. Action under this Subsection 3.16.1 is effective at the time it is taken, unless the Board establishes a different effective date.

3.16.2 **General Provisions**. A communication under this Section 3.16 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection 3.16.2 is considered to be written, signed, and dated for purposes of this Section if the electronic transmission is delivered with information from which the Association can determine: (a) that the electronic transmission is transmitted by the Trustee; and (b) the date on which the electronic transmission is transmitted. The date on which an

electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 3.16, communications to the Association are not effective until received. Action taken pursuant to this Section 3.16 has the same effect as action taken at a meeting of Trustees and may be described as an action taken at a meeting of Trustees in any document.

Article III, Section 3.17

The following adds Section 3.17 to Article III in the By-Laws:

3.17 Notice to Trustees of Board Meetings. In the case of all meetings of the Board for which notice is required by the By-Laws, notice stating the place, day and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery under Section 6.5), by mail, fax, electronic means, telephone or personally, by or at the direction of the persons calling the meeting, to each member of the Board. If by telephone such notice shall be deemed to be effective when given by telephone to the Trustee. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Trustee or some person who appears competent and mature at his home or business address as either appears on the records of the Association.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice to the Trustee or waiver of such meeting.

Article III, Section 3.18

The following adds Section 3.18 to Article III in the By-Laws:

3.18. Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Section 6.5), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Trustee receives notice (receipt deemed effective as set forth under Section 6.5) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Trustee may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

The terms of the succeeding Sections in Article III remain the same, but are renumbered as follows:

3.19. Powers.

3.20. Duties.

3.21. Right of Declarant to Disapprove Actions.

3.22. Management.

3.23. Accounts and Reports.

3.24. Borrowing.

3.25. Rights of the Association.

3.26. Enforcement.

3.27. Prohibited Acts.

Article VI, Section 6.5

The following amends, wholly replaces, and substitutes for Section 6.5 of Article VI in the By-Laws:

6.5. Notices. Notwithstanding any other provision in the Declaration, Articles, By-Laws or rules and regulations, the Association may provide notice to Owners by electronic means, including text message, email, or similar electronic means, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

(a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;

(b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (a) when received; (b) six (6) days after it is mailed; or (c) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;

(c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;

(d) when hand delivered, the notice is deemed effective immediately upon delivery; or

(e) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 26
day of September, 2019.

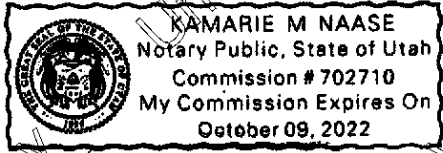
SUN RIVER ST. GEORGE COMMUNITY
ASSOCIATION, INC., a Utah nonprofit corporation



By: Gene Rogers
Its: President

STATE OF UTAH)
: ss.
County of Washington)

On the 26 day of September, 2019, personally appeared before me Gene Rogers who
being by me duly sworn, did say that she is the President of the Sun River St. George Community
Association, Inc., a Utah nonprofit corporation, the authorized individual empowered to sign this
Amendment and that the Amendment was signed on behalf of said Association and said person
acknowledged to me that said Association authorized the execution of the same.



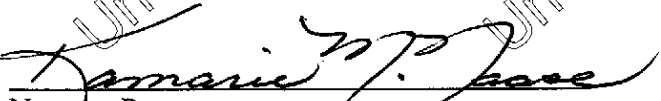

NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

This First Amendment to the Third Amended and Restated By-Laws of Sun River St. George Community Association, Inc. affects the following real property, all located in Washington County, State of Utah, including any other property annexed into the Association:

All of Phases 1 through 57, 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	SG-SUR-1-1B-14/15; SG-SUR-1-1B-16-A-17-A
	18-24; 25-A	SG-SUR-1-1B-18-24; SG-SUR-1-1B-25-A
	27-80; 81-A	SG-SUR-1-1B-27-80; SG-SUR-1-1B-81-A
	83-84; 85-A	SG-SUR-1-1B-83-84; SG-SUR-1-1B-85-A
	86-87; 88-A-101-A	SG-SUR-1-1B-86-87; SG-SUR-1-1B-88-A-101-A
	102-107	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; 368-A;	SG-SUR-3A-297-367; SG-SUR-3A-368-A;
	370-371	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	SG-SUR-13-1129-1155; SG-SUR-13-1157-1165
	1167-1172; 1186-1188	SG-SUR-13-1167-1172; SG-SUR-13-1186-1188
	1209-1211; 1226-1227	SG-SUR-13-1209-1211; SG-SUR-13-1226-1227
	1232-1235-1245	SG-SUR-13-1232; SG-SUR-13-1235-1245
14	1110-1128; 1166	SG-SUR-14-1110-1128; SG-SUR-14-1166
	1173-1185; 1189-1208	SG-SUR-14-1173-1185; SG-SUR-14-1189-1208
	1212-1225; 1228-1231	SG-SUR-14-1212-1225; SG-SUR-14-1228-1231
	1233-1234	SG-SUR-14-1233-1234
15	930-1013	SG-SUR-15-930-1013
16	1014-1109; 1019-B;	SG-SUR-16-1014-1109; SG-SUR-16-1019-B; SG-

	1913	SUR-16-1913
17A	1251-1285	SG-SUR-17A-1251-1285
17B	1286-1313	SG-SUR-17B-1286-1313
18	1314-1346	SG-SUR-18-1314-1346
19	1896-1912; 2035	SG-SUR-19-1896-1912; SG-SUR-19-2035
20	1396-1437	SG-SUR-20-1396-1437
21	1347-1395	SG-SUR-21-1347-1395
22	1516-1519; 1520-A; 1520-C; 1521-1530; 1531-A; 1532-1555	SG-SUR-22-1516-1519; SG-SUR-22-1520-A; SG- SUR-22-1520-C; SG-SUR-22-1521-1530; SG- SUR-22-1531-A; SG-SUR-22-1532-1555
23	1556-1586	SG-SUR-23-1556-1586
24	1587-1627	SG-SUR-24-1587-1627
25	A; 1667-1687	SG-SUR-25-A; SG-SUR-25-1667-1687
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; 1711- 1725	SG-SUR-30-A; SG-SUR-30-1480-1515; SG-SUR- 30-1711-1725
31	1742-1787	SG-SUR-31-1742-1787
32	1862-1895	SG-SUR-32-1862-1895
33	1788-1808	SG-SUR-33-1788-1808
34	1809-1826	SG-SUR-34-1809-1826
35	A; 1688-1708	SG-SUR-35-A; SG-SUR-35-1688-1708
36	1827-1861	SG-SUR-36-1827-1861
37	1914-1920	SG-SUR-37-1914-1920
	1935-1941	SG-SUR-37-1935-1941
38	1921-1934	SG-SUR-38-1921-1934
39	1942-1952	SG-SUR-39-1942-1952;
40	1953-1961; 1984-1993	SG-SUR-40-1953-1961; SG-SUR-40-1984-1993
41	A; 1962-1983	SG-SUR-41-A; SG-SUR-41-1962-1983
42	1994-2015	SG-SUR-42-1994-2015
43A	2016-2020	SG-SUR-43A-2016-2020
43B	2021-2034	SG-SUR-43B-2021-2034
44	A; 2036-2058	SG-SUR-44-A; SG-SUR-44-2036-2058
45	A; 2059-2082	SG-SUR-45-A; SG-SUR-45-2059-2082
46	A; 2083-2108	SG-SUR-46-A; SG-SUR-46-2083-2108
47	A; 2109-2128	SG-SUR-47-A; SG-SUR-47-2109-2128
48	2295-2322	SG-SUR-48-2295-2322
49	2129-2149	SG-SUR-49-2129-2149
50	2150-2171	SG-SUR-50-2150-2171
51	A; 2172-2193	SG-SUR-51-A; SG-SUR-51-2172-2193
52	2194-2209	SG-SUR-52-2194-2209
53	2210-2220	SG-SUR-53-2210-2220
54	2221-2236	SG-SUR-54-2221-2236
55	2237-2253	SG-SUR-55-2237-2253

