

Amended Restrictive Covenants Page 1 of 7  
Gary Christensen Washington County Recorder  
06/03/2021 02:05:28 PM Fee \$40.00 By  
BANGERTE FRAZIER GROUP, PC

WHEN RECORDED RETURN TO:

**The Villas at Sun River St. George Owners Association, Inc.**  
912 W 1600 S, Suite A-200  
St. George, Utah 84770

Recorded against the property  
Described in Exhibit A

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR THE VILLAS AT SUN RIVER ST. GEORGE**

As more particularly stated herein, this Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for The Villas at Sun River St. George (hereinafter "Amendment"), amends the following:

- (i) Declaration of Covenants, Conditions, Easements and Restrictions for the Villas at Sun River St. George, recorded with the Washington County Recorder on October, 16, 2017, as Doc No. 20170041780 ("Declaration"); and
- (ii) Any and all supplements or amendments to the Declaration 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 "Declaration").

This Amendment is undertaken pursuant to Article 13 and 14 of the Declaration which provides that the Declarant has the unilateral right to amend the Declaration and/or the Declaration may be amended by the affirmative vote of sixty seven percent of the total votes of The Villas at Sun River St. George Owners Association, Inc. ("Association"). This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder. All the Property known as the Villas at Sun River Subdivision (described in Exhibit A attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

**Section 1.15**

The following amends, wholly replaces, and substitutes for Section 1.15 of the Declaration:

1.15 "Common Expenses" shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, except as otherwise set forth in this Declaration, and all other expenses denominated as Common Expenses by this Declaration, by the Bylaws or by the Act.

**Section 4.6**

The following amends, wholly replaces, and substitutes for Section 4.6 of the Declaration:

4.6 Maintenance of Common Areas and Facilities. Except as otherwise provided in this Declaration, the Association is responsible for the costs of maintenance and all other responsibilities of the Common Areas and Facilities and all those provided for and allowable under the Community Association Act.

**Section 8.3.3**

The following amends, wholly replaces, and substitutes for Section 8.3.3 of the Declaration:

8.3.3 Except as otherwise provided in this Declaration, to operate, maintain, repair, improve and replace the Common Areas and Facilities.

**Section 8.3.12**

The following amends, wholly replaces, and substitutes for Section 8.3.12 of the Declaration:

8.3.12 Except as otherwise provided in this Declaration, to repair or restore the Common Areas and Facilities following damage or destruction or a permanent taking by the power of, or power in the nature of, eminent domain, or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act

**Section 9.1**

The following amends, wholly replaces, and substitutes for Section 9.1 of the Declaration:

9.1 Responsibility. The Association is a non-profit corporation with the powers granted by the Declaration and administered by a single professional management company. The Association, through delegation to the management company, is responsible for the maintenance of the open spaces, landscaping along its side of the public roads, amenity parcel facilities, private roads, rental management, and all “engineered” or “load-bearing” walls.

Except as otherwise set forth in this Declaration, the Manager shall maintain the Areas of Common Responsibility, which shall include, but need not be limited to:

- (a) All Common Areas and Facilities;
- (b) All perimeter walls or fences constructed by the Declarant or Developer surrounding the Project or which separate a Unit from the Common Areas, regardless of

whether such wall or fence is located on the Common Areas or on a Unit; provided that Owners shall be responsible for maintaining the interior surface of the perimeter wall or fence located on such Owner's Unit as provided in Section 9.2. A perimeter wall or fence shall not be a party wall or party fence as set forth on Section 9.3;

(c) Private streets, landscaping, street lights and signage within public rights - of-way abutting the Project and entry features;

(d) Landscaping and other flora within any public utility easements and scenic easements within the Common Areas (subject to the terms of any easement agreement relating thereto);

(e) Any additional property included within the Area of Common Responsibility as may be dictated by the Declaration, any Supplemental Declaration, any Plat of any portion of the Project, or any contract or agreement for maintenance thereof entered into by the Association;

(f) Any property or facility owned by the Declarant and made available on a temporary or permanent basis, for the primary use and enjoyment of the Owners and identified by written notice from the Declarant to the Association until Declarant revokes such privilege by written notice to the Association;

(g) All front yard landscape maintenance for each Unit;

(h) The Manager shall also have the right and power, but not the obligation, to take such actions and adopt such rules as may be necessary for control, relocation and management of wildlife, snakes, rodents, pests, range, cattle or Gila monsters within the Area of Common Responsibility. Also included are areas of threatened or endangered plants or animals.

Except as otherwise specifically provided herein, all costs for maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense allocated among all Units as part of the Regular Common Assessment, without prejudice to the right of the Declarant or Manager to seek reimbursement from the Persons responsible for such work pursuant to this Declaration, other recorded covenants, or agreements with such Persons.

### **Section 9.2**

The following amends, wholly replaces, and substitutes for Section 9.2 of the Declaration:

#### **9.2 Owner's Responsibility.**

Each Owner shall maintain, at his or her sole expense, his or her Lot, Unit and all other improvements on the Lot in a manner consistent with the Design Standards and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the

Association pursuant to, this Declaration, any Supplemental Declaration or other declaration of covenants applicable to such Unit. Additionally, each Owner shall keep the Common Areas and Limited Common Areas designated for use in connection with his Unit in a clean, sanitary and attractive condition. 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.

The Owner, and not the Association unless assumed by separate written agreement, has the obligation to maintain, repair and replace the landscaping (including but not limited to shrubs, bushes, trees, gravel, rocks, irrigation timers, valves, drip lines, etc.) in the side yard areas (the area to the side of each Unit) and rear yard areas (the area to the rear of each Unit). The Owner, and not the Association, has the obligation to replace the landscaping (including but not limited to shrubs, bushes, trees, gravel, rocks, irrigation timers, valves, drip lines, etc.) in the front yard area (from the front of the Unit to the street). When replacing any landscaping, the new landscaping should be of the same type and in the same location as the old landscaping and should conform to the Design Standards, unless otherwise allowed by the Board of the Association. When determining which Owner has the obligation to replace certain landscaping within the side and front yard areas, the Owner's Unit that is closest to the landscaping item(s) that needs to be replaced shall be responsible for the replacement. When replacing any landscaping the Owner shall be responsible for any damage caused during replacement and assumes any risks in performing said replacement.

In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance, repair or replacement responsibility, the Manager and/or Association may perform such maintenance responsibilities and assess all costs incurred as a Specific Assessment in accordance with Section 15.2. The Manager and/or 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. Upon receiving notice from the Manager and/or Association that any front, side or rear yard landscaping items need to be replaced, an Owner may not avoid his/her/its obligation to replace said landscaping by claiming the Association failed to properly maintain said landscaping and the Owner may not bring claims against the Association for improper maintenance as it relates to said items.

### **Section 13.7**

The following amends, wholly replaces, and substitutes for Section 13.7 of the Declaration:

Section 13.7 HUD/VA Approval. During the Declarant Control Period, the following actions shall require the prior approval of the U.S. Department of Veterans Affairs ("VA") and or the Department of Housing and Urban Development ("HUD"), and the approval of not less than two-thirds (2/3) of the Total Votes of the Association, if either VA or HUD is insuring or guaranteeing the Mortgage on any Unit, as applicable: (a) annexation of additional property to the development, except for annexation by Declarant under Section 21.1 pursuant to mergers, consolidations, or dissolution of the Association; (b) mortgaging of Common Areas and Facilities; and (c) dedication of Common Areas and Facilities to any public entity. Notwithstanding anything to the contrary in this Section, the Declarant or Manager may grant

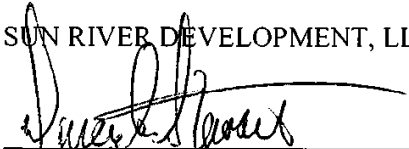
easements over the Common Areas and Facilities for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Areas and Facilities, without the approval of the membership.

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All other provisions of the Declaration shall remain in full force and effect as written and shall not be affected by this Amendment.

Sun River Villas Development, LLC hereby certifies that it is the Declarant and/or the holder of more than 67% of the total voting rights of the Association.


SUN RIVER DEVELOPMENT, LLC

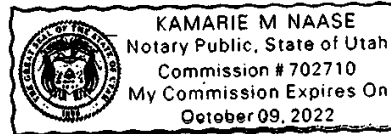
  
\_\_\_\_\_  
Its Authorized Representative

STATE OF UTAH

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COUNTY OF WASHINGTON )

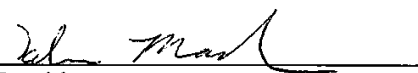
On this 3<sup>rd</sup> day of June, 2021, personally appeared before me Doreen A. Fenwick who being by me duly sworn, did say that he/she is the authorized representative of SUN RIVER DEVELOPMENT, LLC, and this Amendment was signed by him on behalf of SUN RIVER DEVELOPMENT, LLC as Declarant, and that he/she is authorized by SUN RIVER DEVELOPMENT, LLC as Declarant, to execute this Amendment.

  
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NOTARY PUBLIC



The President of The Villas at Sun River St. George Owners Association, a Utah nonprofit corporation, hereby certifies that SUN RIVER DEVELOPMENT, LLC is the Declarant and/or the holder of more than 67% of the total voting rights of the Association.

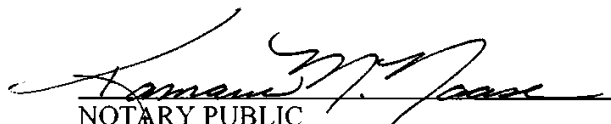
THE VILLAS AT SUN RIVER ST GEORGE OWNERS ASSOCIATION

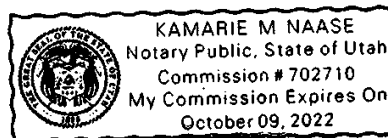
  
President

STATE OF UTAH

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COUNTY OF WASHINGTON )

On this 3<sup>rd</sup> day of June, 2021, personally appeared before me Dolan Maden who being by me duly sworn, did say that he is the President of THE VILLAS AT SUN RIVER OWNERS ASSOCIATION, A Utah nonprofit corporation, and that this Amendment was signed by him on behalf of the Association, and that he is authorized by the Association to execute this Amendment.

  
NOTARY PUBLIC



**Exhibit A**  
Legal Description

Beginning at the most easterly corner of Sun River St. George Phase 30, said point being the southerly corner of Sun River St. George Phase 25, said point also being North  $01^{\circ}13'39''$  East 351.59 feet along the extension of the section line and East 3,318.41 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

Thence northerly the following (5) courses along said easterly line of Phase 25 and to and along the easterly line of Sun River St. George Phase 26;

thence northerly 607.54 feet along an arc of a 661.00 foot radius curve to the left (center bears North  $52^{\circ}37'04''$  West, long chord bears North  $11^{\circ}03'05''$  East 586.38 feet with a central angle of  $52^{\circ}39'43''$ );

thence North  $15^{\circ}16'46''$  West 340.32 feet;

thence northerly 1,067.49 feet along an arc of a 1,967.00 foot radius curve to the right (center bears North  $74^{\circ}43'14''$  East, long chord bears North  $00^{\circ}16'03''$  East 1,054.43 feet with a central angle of  $31^{\circ}05'39''$ );

thence North  $15^{\circ}48'52''$  East 136.04 feet;

thence northeasterly 60.63 feet along an arc of a 40.00 foot radius curve to the right (center bears South  $74^{\circ}11'08''$  East, long chord bears North  $59^{\circ}14'19''$  East 54.99 feet with a central angle of  $86^{\circ}50'55''$ ) to the easterly line of Sun River Parkway as defined by the UDOT Atkinville Interchange Right-of-Way (Project: HPP-LC53(33));

thence Southeasterly and Southwesterly the following (7) courses along the southerly line of said Sun River Parkway and to and along the on ramp for Interstate 15 as defined by the UDOT Atkinville Interchange Right-of-Way (Project: HPP-LC53(33))

thence South  $21^{\circ}35'02''$  West 40.10 feet;

thence southeasterly 103.00 feet along an arc of a 670.00 foot radius curve to the right (center bears South  $21^{\circ}35'02''$  West, long chord bears South  $64^{\circ}00'43''$  East 102.90 feet with a central angle of  $08^{\circ}48'29''$ );

thence South  $59^{\circ}36'29''$  East 383.16 feet;

thence South  $59^{\circ}36'29''$  East 411.83 feet;

thence South  $57^{\circ}08'20''$  East 615.49 feet;

thence South  $22^{\circ}41'53''$  East 57.93 feet;

thence South  $15^{\circ}51'16''$  West 594.31 feet to the westerly line of Interstate 15;

thence South  $28^{\circ}34'00''$  West 1,193.91 feet along said westerly line of Interstate 15;

thence North  $61^{\circ}27'16''$  West 777.94 feet to the Southeasterly line of said Sun River St. George Phase 30;

thence North  $29^{\circ}09'24''$  East 3.74 feet along the Southeasterly line of said Sun River St. George Phase 30 to the Point of Beginning.

Containing 2,262,991 square feet or 51.95 acres.