

Amended Restrictive Covenants Page 1 of 5  
Gary Christensen Washington County Recorder  
08/23/2021 01:50:56 PM Fee \$40.00 By  
BANGERTER 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 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 20.2**

The following amends, wholly replaces, and substitutes for Section 20.2 of the Declaration:

20.2 Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Articles, this Declaration, the Bylaws, the Design Standards, rules and/or governing documents of the Association, or the rights, obligations and duties of any Bound Party under such documents, instruments or law, or relating to the design, operation or construction of improvements on the Project shall, only, and must be pursued subject to the provisions of Section 20.3. The failure to

abide by this Article including the filing of any claim contrary to this Article is a material breach of this Declaration subjecting the breaching party to the damages, costs and attorney fees of any other party so damaged including the Manager or its agent for the time and costs incurred in connection with such breach. The following claims are exempt from this Article XX:

20.2.1. Any suit by the Manager or Association against any Bound Party to enforce the provisions of Article XV (Assessments of Units);

20.2.2. Any suit by the Manager or Association to obtain a temporary restraining order (or equivalent emergency equitable relief), preliminary injunction and/or such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the ability to enforce the provisions of Article XI (Architectural Standards) and Article VII (Use Restriction);

20.2.3. Any suit by the Manager or Association against any Bound Party to enforce or collect fines or monetary penalties imposed by the Association;

20.2.4. Any suit by the Manager or Association against any Bound Party to enforce and/or seek compliance with Section 7.2 of this Declaration which shall be deemed to include - Bound Parties making unwanted physical contact with other Bound Parties or Persons; Bound Parties engaging in loud, profane, indecent, threatening or abusive language or gestures toward other Bound Parties or Persons; Bound Parties harassing or accosting other Bound Parties or Persons; and Bound Parties engaging in any unsafe activities.

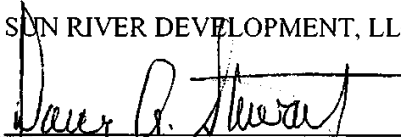
20.2.5 Any suit by the Manager or Association against any Bound Party seeking damages and/or relief related to a violation of Section 7.2 of this Declaration which shall be deemed to include - Bound Parties making unwanted physical contact with other Bound Parties or Persons; Bound Parties engaging in loud, profane, indecent, threatening or abusive language or gestures toward other Bound Parties or Persons; Bound Parties harassing or accosting other Bound Parties or Persons; and Bound Parties engaging in any unsafe activities.

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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

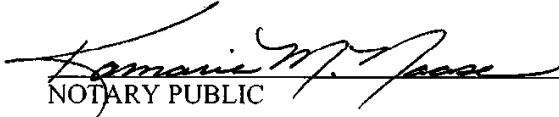
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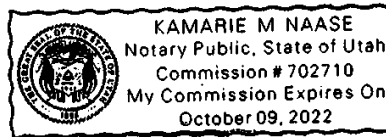
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COUNTY OF WASHINGTON )

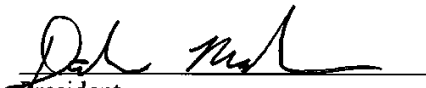
On this 19<sup>th</sup> day of August, 2021, personally appeared before me Nancy A. Stewart who being by me duly sworn, did say that he/she is the authorized representative of SUN RIVER DEVELOPMENT, LLC, and this Amendment was signed by him on behalf of SUN RIVER DEVELOPMENT, LLC as Declarant, and that 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

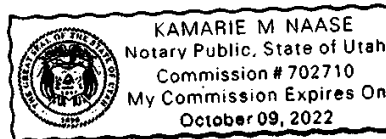
  
President

STATE OF UTAH

)  
:SS  
COUNTY OF WASHINGTON )

On this 19<sup>th</sup> day of August, 2021, personally appeared before me Dolan Adams 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.