

Amended Restrictive Covenants Page 1 of 13
Gary Christensen Washington County Recorder
01/25/2024 11:03:33 AM 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 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. This Amendment is made to clarify certain provisions of the Declaration and/or to revise certain provisions in order to better harmonize with the structure, layout and/or intent of the Association.

Section 1.38

The following amends, wholly replaces, and substitutes for Section 1.38 of the Declaration:

1.38 [REMOVED]

Section 7.4

The following amends, wholly replaces, and substitutes for Section 7.4 of the Declaration:

7.4 Vehicles and Parking. The term “vehicles,” as used in this Section, shall include, without limitation, automobiles, trucks, watercraft, trailers, motorcycles, ATV’s, campers, vans, airplanes, recreational vehicles, and machines similar to the foregoing.

No vehicle may be left upon any portion of the Property except in a garage, driveway, parking pad, or other area designated by the Association through its Board and/or Manager; however, Owners, guests and invitees of Owners, and residents loading or unloading vehicles or trailers may park in the street, for up to five (5) hours at a time, as long as it does not impede the flow of traffic. Notwithstanding the foregoing, the Association through its Board and/or Manager may designate certain areas of the street as “no parking” zones. Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within the Properties other than in enclosed garages; provided, however, that any of the above vehicles may be temporarily kept or stored completely in a driveway or completely on a parking pad on a Lot for not more than 24 hours within each calendar month. This Section shall not apply to emergency vehicle repairs. A stored vehicle shall be considered one which has not been operated or moved in 2 weeks.

Section 7.13

The following amends, wholly replaces, and substitutes for Section 7.13 of the Declaration:

7.13 Business Use/Rentals/Leasing. No business, trade, estate sale, garage sale, moving sale, rummage sale, or similar activity may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents in the Project, as may be determined in the sole discretion of the Declarant, Manager or Association.

This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Project or its use of any Units which it owns within the Project.

The rental or leasing of a Unit shall not be considered a business or trade within the meaning of this Section. "Rental" or "leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Units may be rented or leased only in their entirety. No fractional or portion of a Unit may be rented or leased. No structure on a Lot other than the primary residential Unit shall be rented or leased or otherwise occupied for residential purposes. There shall be no subleasing of Units or assignment of rentals or leases unless prior written approval is obtained from the Manager or the Association.

All rental agreements and leases shall be in writing, shall be for a term of six (6) months or more, and be in form and substance approved by the Manager or Association. Rental or leasing agreements must require the renter or lessee to comply with the governing documents of the Association and provide that non-compliance with any provisions thereof shall constitute a default under the rental or leasing agreement. Any Owner who rents or leases their Unit shall be responsible for assuring compliance by such Owner's renter/lessee with the governing documents of the Association. An Owner who rents/leases their Unit shall be deemed to have assigned to the renter/lessee of such Unit all rights to the use of the amenities of the Association. A renter/lessee of a Unit shall be deemed to have submitted himself to all the obligations of compliance with the governing documents of the Association, including the enforcement of such compliance. A rental or lease does not transfer the Owner's voting interest. The Board may adopt reasonable rules regulating leasing, subleasing and rental of Units.

No more than fifteen percent (15%) of the total number of Units within the Project shall be rented/leased at any given time; provided however that the Association through its Board and/or Manager may, at its discretion, allow an additional seven percent (7%) of the Units within the Project to be rented/leased for hardship situations as determined by the Board and/or Manager. Except as otherwise provided herein, the right to rent and/or lease a particular Unit shall not survive a transfer of ownership of such Unit.

The Association through its Board and/or Manager shall create procedures to determine and track the number of rentals/leases in the Association and ensure consistent administration and enforcement of these rental restrictions. Such procedures shall be made available to the Owners in a document describing the Association's policies and/or rules or in another written document. In determining who shall be permitted to rent or lease, the Association through its Board and/or Manager shall give first priority to the first request made in time, second priority to the second request made in time, and so forth. Notwithstanding the foregoing, the Association through its Board and/or Manager may refuse any Owner permission to rent or lease if, at the time of the Owner's request, they have not paid all Assessments, fines, and fees charged against them by the Association.

A person wishing to rent or lease their Unit shall make prior application to the Association through its Board and/or Manager for approval along with providing such additional information as requested and/or required by the Association. In the event that the total number of rented/leased Units in the Project reaches or exceeds fifteen percent (15%), the Association

shall create a list of those who desire to rent their Units. Names shall be added to the list on a first come, first added basis.

The Owner must make available to the renter/lessee copies of the governing documents of the Association (including this Declaration, the Bylaws, the Design Standards, and any rules and regulations adopted by the Declarant, Developer, Manager and/or Association). Any new rental/lease agreement must be approved by the Association through its Board and/or Manager and comply with the Housing for Older Person Act.

Any Owner that rents or leases his or her Unit shall use the services of a professional property management company which shall be the Manager or a management company or a property management company appointed or approved by the Manager or Association to manage and administer the leasing of such Unit.

The restrictions in this Section regarding the number (no more than fifteen percent (15%)) and term (must be more than six (6) months) of rentals/leases do not apply to the following Owners and their Units:

- (a) an Owner in the military for the period of the Owner's deployment;
- (b) a Unit occupied by an Owner's parent, child, or sibling;
- (c) an Owner whose employer has relocated the Owner for two years or less;
- (d) a Unit owned by an entity that is occupied by an individual who: (i) has voting rights under the entity's organizing documents; and (ii) has a 25% or greater share of ownership, control, and right to the profits and losses of the entity; or
- (e) a Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (i) the estate of a current resident of the Unit; or (ii) the parent, child, or sibling of the current resident of the Unit.

Moreover, the restrictions in this Section regarding the number (no more than fifteen percent (15%)) and term (must be more than six (6) months) of rentals/leases do not apply to an Owner who has a rental in the Association before the time this amendment is recorded until: (i) the Owner occupies the Unit; (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit; or (iii) the Unit is transferred.

Section 20.0


The following amends, wholly replaces, and substitutes for Section 20.0 of the Declaration:

20.0 The Villas at Sun River Community Standard. All persons, entities and organizations planning, developing and interested in residing at, benefiting from or providing services or good to the Villas at Sun River (the "Parties" or "Bound Party") voluntarily and expressly agree that all commingling, business, and community dealings related to the Villas at Sun River shall be amiable, and professional to further the enjoyment, administration, and common and best interest of the Villas at Sun River Community

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 has the authority to enter into this Amendment.

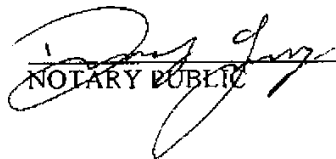
SUN RIVER VILLAS DEVELOPMENT, LLC


Its Authorized Representative

STATE OF UTAH

)
:SS
COUNTY OF WASHINGTON)

On this 25 day of JANUARY, 2024, personally appeared before me Darcy Stewart who being by me duly sworn, did say that he/she is the authorized representative of SUN RIVER VILLAS DEVELOPMENT, LLC, and this Amendment was signed by him on behalf of SUN RIVER VILLAS DEVELOPMENT, LLC as Declarant, and that he/she is authorized by SUN RIVER VILLAS DEVELOPMENT, LLC as Declarant, to execute this Amendment.


NOTARY PUBLIC

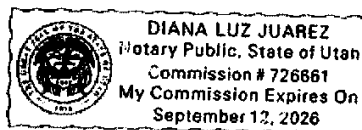


Exhibit A
Legal Description

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°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°37'04" West, long chord bears North 11°03'05" East 586.38 feet with a central angle of 52°39'43");

thence North 15°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°43'14" East, long chord bears North 00°16'03" East 1,054.43 feet with a central angle of 31°05'39");

thence North 15°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°11'08" East, long chord bears North 59°14'19" East 54.99 feet with a central angle of 86°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°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°35'02" West, long chord bears South 64°00'43" East 102.90 feet with a central angle of 08°48'29");

thence South 59°36'29" East 383.16 feet;

thence South 59°36'29" East 411.83 feet;

thence South 57°08'20" East 615.49 feet;

thence South 22°41'53" East 57.93 feet;

thence South 15°51'16" West 594.31 feet to the westerly line of Interstate 15;

thence South 28°34'00" West 1,193.91 feet along said westerly line of Interstate 15;

thence North 61°27'16" West 777.94 feet to the Southeasterly line of said Sun River St. George Phase 30;

thence North 29°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.

All of Phases 1 through 16, including any and all Common Area, as shown on the Official Plats, according to the official records of the Washington County Recorder:

SG-VISR-1-1	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 1
SG-VISR-1-2	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 2
SG-VISR-1-3	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 3
SG-VISR-1-4	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 4
SG-VISR-1-5	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 5
SG-VISR-1-6	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 6
SG-VISR-1-7	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 7
SG-VISR-1-8	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 8
SG-VISR-1-9	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 9
SG-VISR-1-10	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 10
SG-VISR-1-11	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 11
SG-VISR-1-13	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 13
SG-VISR-1-14	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 14
SG-VISR-1-15	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 15
SG-VISR-1-16	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 16
SG-VISR-1-17	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 17
SG-VISR-1-18	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 18
SG-VISR-1-19	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 19
SG-VISR-1-20	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 20
SG-VISR-1-21	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 21
SG-VISR-1-22	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 22
SG-VISR-1-23	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 23
SG-VISR-1-24	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 24
SG-VISR-1-25	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 25
SG-VISR-1-26	Subdivision: VILLAS AT SUN RIVER ST GEORGE 1 (SG) Lot: 26
SG-VISR-2-27	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 27
SG-VISR-2-28	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 28
SG-VISR-2-29	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 29
SG-VISR-2-30	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 30
SG-VISR-2-31	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 31
SG-VISR-2-32	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 32
SG-VISR-2-33	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 33
SG-VISR-2-34	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 34
SG-VISR-2-35	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 35
SG-VISR-2-36	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 36
SG-VISR-2-37	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 37
SG-VISR-2-38	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 38
SG-VISR-2-39	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 39
SG-VISR-2-40	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 40
SG-VISR-2-41	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 41
SG-VISR-2-42	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 42
SG-VISR-2-43	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 43
SG-VISR-2-44	Subdivision: VILLAS AT SUN RIVER ST GEORGE 2 (SG) Lot: 44
SG-VISR-3-45	Subdivision: VILLAS AT SUN RIVER ST GEORGE 3 (SG) Lot: 45
SG-VISR-3-46	Subdivision: VILLAS AT SUN RIVER ST GEORGE 3 (SG) Lot: 46
SG-VISR-3-47	Subdivision: VILLAS AT SUN RIVER ST GEORGE 3 (SG) Lot: 47
SG-VISR-3-48	Subdivision: VILLAS AT SUN RIVER ST GEORGE 3 (SG) Lot: 48
SG-VISR-3-49	Subdivision: VILLAS AT SUN RIVER ST GEORGE 3 (SG) Lot: 49

SG-VISR-15-313 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 313
SG-VISR-15-314 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 314
SG-VISR-15-315 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 315
SG-VISR-15-316 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 316
SG-VISR-15-317 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 317
SG-VISR-15-318 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 318
SG-VISR-15-319 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 319
SG-VISR-15-320 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 320
SG-VISR-15-321 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 321
SG-VISR-15-322 Subdivision: VILLAS AT SUN RIVER ST GEORGE 15 (SG) Lot: 322

SG-VISR-16-323 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 323
SG-VISR-16-324 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 324
SG-VISR-16-325 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 325
SG-VISR-16-326 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 326
SG-VISR-16-327 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 327
SG-VISR-16-328 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 328
SG-VISR-16-329 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 329
SG-VISR-16-330 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 330
SG-VISR-16-331 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 331
SG-VISR-16-332 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 332
SG-VISR-16-333 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 333
SG-VISR-16-334 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 334
SG-VISR-16-335 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 335
SG-VISR-16-336 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 336
SG-VISR-16-337 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 337
SG-VISR-16-338 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 338
SG-VISR-16-339 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 339
SG-VISR-16-340 Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 340

SG-VISR-12-246-PT-A Subdivision: VILLAS AT SUN RIVER ST GEORGE 16 (SG) Lot: 246