

**SUPPLEMENTAL DECLARATION
FOR SUN RIVER ST. GEORGE
and
NEIGHBORHOOD DESIGNATION
PHASE 11
(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 ("Declaration") (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, hereby exercises its rights and privileges under said Declaration as follows:

1. Declarant hereby subjects Phase 11 of Sun River St. George to the terms of this Supplemental Declaration as well as the Declaration. Phase 11 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 as set forth in the Declaration, the Association will install, maintain, repair and replace the landscaping in the front yard area of each Lot. Such landscape maintenance of the front yard area may also necessarily include portions of the private buildable pad area as shown on the Plat and Limited Common Area to the extent such extends into the front yard area.

The Owner, and not the Association unless assumed by separate written agreement, has the obligation to install, maintain, repair and replace the landscaping in the side and rear yard areas. Landscaping of the side and rear yard areas must be done within 120 days of the close of escrow.

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. 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 yard 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 11 to Neighborhood N 1. A copy of the map delineating the boundaries of Neighborhood N 1 is attached hereto as Exhibit B. A copy of the Map delineating the boundaries of Neighborhood N 1 through N 4 is attached hereto and incorporated herein as Exhibit C.

5. Declarant continues to reserve all rights and privileges as conferred in the Declaration.

6. All other provisions of the Declaration not modified or altered herein remain in full force and effect. In the event of a discrepancy between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.

7. Declarant hereby reserves all rights granted in the Declaration and amendments and supplements thereto, including without limitation, the unilateral right to redesignate Neighborhood boundaries during the Development Period as more fully provided for in Section 3.4 of the Declaration.

DATED this 23rd day of July, 2004.

DECLARANT:

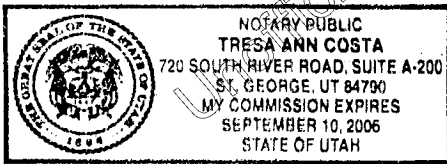
SUN RIVER ST. GEORGE, L.C.
A UTAH LIMITED LIABILITY COMPANY


By: Darcy Stewart
Its: Manager

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

On this 23rd day of July, 2004, personally appeared before me, Darcy Stewart, who being by me duly sworn did say that he/she is a Manager of Sun River St. George, L.C. a Utah limited liability company, and that he/she 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/she did acknowledge to me that such company executed the same for the uses and purposes stated therein.

Tresa Ann Costa
NOTARY PUBLIC



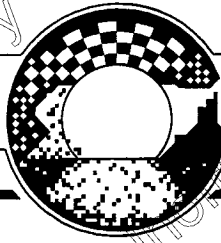
44001676 Bk 1649

SCALE NONE
ADDRESSES APPROXIMATE
COMMUNITY MAP 8



ROSENBERG ASSOCIATES

CONSULTING ENGINEERS AND LAND SURVEYORS



Legal Description for Phase 11 at Sun River St. George

Beginning at a point being the southeast corner of Sun River St. George Phase 10, said point being North 01°13'39" East 3119.40 feet along the section line and East 3182.66 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence northwesterly the following (6) courses along the easterly line of said Sun River St. George Phase 10;

thence North 09°34'12" West 168.50 feet;
 thence North 13°33'38" West 29.07 feet;
 thence North 14°55'40" West 267.10 feet;
 thence North 18°12'19" West 63.54 feet;
 thence North 31°22'25" West 62.32 feet;
 thence North 36°28'59" West 51.52 feet;
 thence North 55°20'30" East 119.57 feet;
 thence South 34°39'30" East 42.94 feet;
 thence North 55°20'30" East 106.11 feet;
 thence South 28°39'55" East 75.36 feet;
 thence North 66°26'50" East 119.45 feet;
 thence South 23°33'10" East 28.87 feet;
 thence North 75°04'21" East 96.45 feet;
 thence South 14°55'39" East 36.59 feet;
 thence North 75°04'21" East 116.74 feet;
 thence South 89°21'08" East 121.19 feet;
 thence South 74°06'15" East 130.59 feet;
 thence South 56°41'58" East 79.50 feet;
 thence South 33°18'02" West 239.95 feet;
 thence Southwesterly 164.54 feet along an arc of a 967.00 foot radius curve to the left (center bears South 56°41'58" East long chord bears South 28°25'34" West 164.34 feet with a central angle of 09°44'57");
 thence South 23°33'05" West 240.44 feet;
 thence Southerly 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 66°26'55" East long chord bears South 21°26'55" East 35.36 feet with a central angle of 90°00'00");

thence South $23^{\circ}33'05''$ West 66.00 feet;
thence Westerly 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South $23^{\circ}33'05''$ West long chord bears South $68^{\circ}33'05''$ West 35.36 feet with a central angle of $90^{\circ}00'00''$);
thence North $69^{\circ}00'55''$ West 66.07 feet;
thence Northwesterly 41.82 feet along an arc of a 25.00 foot radius curve to the left (center bears North $66^{\circ}26'55''$ West long chord bears North $24^{\circ}22'07''$ West 37.11 feet with a central angle of $95^{\circ}50'25''$);
thence Westerly 283.31 feet along an arc of a 595.00 foot radius curve to the left (center bears South $17^{\circ}42'40''$ West long chord bears North $85^{\circ}55'47''$ West 280.64 feet with a central angle of $27^{\circ}16'54''$) to the Point of Beginning.

Containing 421,838 square feet or 9.684 acres.

