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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

Page 1 of 8

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 of 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.

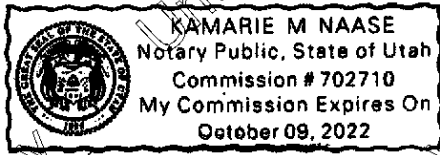
SUN RIVER ST. GEORGE COMMUNITY  
ASSOCIATION, INC., a Utah nonprofit corporation

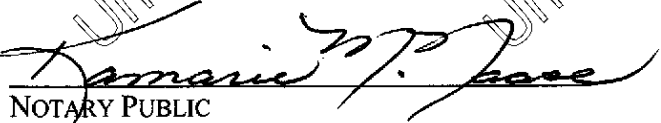


By: Gene Rogers  
Its: President

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;<br>1520-C; 1521-1530;<br>1531-A; 1532-1555 | SG-SUR-22-1516-1519; SG-SUR-22-1520-A; SG-<br>SUR-22-1520-C; SG-SUR-22-1521-1530; SG-<br>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-<br>1725                                   | SG-SUR-30-A; SG-SUR-30-1480-1515; SG-SUR-<br>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   |



