

15  
1-310

DOC # 20110037135

Amended Restrictive Covenants  
Russell Shirts, Washington County Recorder  
12/05/2011 04:14:35 PM Fee \$ 74.00  
By JENKINS BRUCE C

Page 1 of 15

Recorded at the request of:  
Sun River St. George

Record against the Property  
described in Exhibit A

After Recording mail to:  
Vial Fotheringham SG, LLP  
Attn: Bruce C. Jenkins  
1173 South 250 West, Ste. 308  
St. George, UT 84770

**THIRD AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SUN RIVER ST. GEORGE**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun River St. George (this "Amendment"), amends the following: (i) Declaration of Covenants, Conditions, and Restrictions of Sun River St. George, dated February 24, 1998; recorded March 10, 1998, as Entry No. 594446, in Book 1187, beginning at Page 294 (the "Declaration"), (ii) Amendment to the Declaration of Covenants, Conditions and Restrictions for Sun River St. George recorded in the records of the Washington County Records as Entry No. 683971, (iii) the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Sun River St. George recorded in the records of the Washington County Recorder as Document No. 20060034475, and (iv) 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. Specifically, this Amendment amends Article III, Section 3.4, and Article XVI, Section 16.2 of the Declaration. In the event of a conflict between the Declaration, the Bylaws or the Rules and Regulations for Sun River St. George, this Amendment shall control.

This Amendment shall be binding on all of the property described in the Declaration and any annexation, expansion or supplement thereto. Namely, all thirty-seven (37) phases of Sun River St. George more particularly described in the attached Exhibit "A."

This Amendment is undertaken pursuant to Article XVI, Section 16.2 of the Declaration, and was approved by an affirmative vote by at least sixty-seven percent (67%) of the total vote in the Sun River St. George Community Association, Inc. ("Association") held at the Association's Annual Meeting on January 17, 2007.

The vote has been acknowledged by the past President of the Association, Darcy Stewart, and the current President of the Association, Don Stricklin.

It was a matter of oversight that this Amendment was not previously recorded in the records of the Washington County Recorder. Moreover, the Association has operated under the terms of this Amendment since the date of its passage on January 17, 2007.

SR.CA.S08610-016

**A. Article III, Section 3.4 of the Declaration is hereby amended and restated in its entirety (the amendment addition is bold):**

**3.4 Neighborhoods, Neighborhood Representatives and Voting Groups**

(a) **Neighborhoods**. Every Lot shall be located within a Neighborhood. The Lot within a particular Neighborhood may be subject to additional covenants. In addition, if required or permitted by law, the Lot Owners may be members of a Neighborhood Association.

Any Neighborhood may, upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of Lots within the Neighborhood, request that the Association provide an increased level of service or special services for a benefit of Lots in such Neighborhood. The cost of such services shall be assessed as a Neighborhood Assessment pursuant to Article VIII. The Neighborhood Representative shall communicate all such requests to the Board.

Each Neighborhood shall hold meetings quarterly or more often as required by the Board. All Owners in the Neighborhood shall be entitled to attend Neighborhood meetings. The Neighborhood Representative shall preside over Neighborhood meetings and shall place such issues on the agenda as the Board may determine. The presence of at least 15% of the Owners in a Neighborhood shall constitute a quorum at any Neighborhood meetings.

Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to a specific neighborhood (by name or other identifying designation), which Neighborhood may be then existing or newly created. During the Development Period, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to re-designate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of a majority of the Lots in each of the effected Neighborhoods. After such time Owners may re-designate Neighborhood boundaries upon the affirmative vote of a majority of Owners in each effected Neighborhood.

(b) **Neighborhood Representative**. Each Neighborhood shall elect a Neighborhood Representative and an alternate who shall act in the Neighborhood Representative's absence. Neighborhood Representatives shall preside over meetings of the neighborhood and shall be responsible for communication between the Owners in the Neighborhood and the Board. They also shall attend such meetings as the Board may request. The alternate may attend meetings of the Neighborhood Representatives but shall not represent the Neighborhood except in the absence of the Neighborhood Representative.

**In the odd years, the Board shall call for the election of Neighborhood Representatives and Alternates, in Neighborhoods One, Three, and Five. In the even years the Board shall call for the election of Neighborhood Representatives and Alternates, in Neighborhoods Two, Four and Six. Owners in each Neighborhood shall elect their Representatives and Alternates on the day and in such manner as the Board designates. Any Owner in the Neighborhood may nominate Owners in the Neighborhood or declare himself or herself as a candidate in accordance with procedures established by the Board. The Owner in each Lot shall be entitled to cast one equal vote for each Lot which he/she owns in their Neighborhood. The term of office shall be for a two-year period for both the Neighborhood Representatives and Alternates. One-year exception: In the year 2007, an odd year, Neighborhood Representatives and Alternates in Neighborhoods Two, Four and Six will be elected for a one-year term. The provisions of this paragraph will become effective for the year 2007 election.**

**Neighborhood Representatives and Alternate candidates must be full-time residents. In a Neighborhood, when more than two candidates are running for the office of Representative, the one with the majority of votes becomes the Representative, the next highest Alternate. When only two candidates are running in a Neighborhood, the candidates may designate, by agreement, the position for which each is running. Neighborhood Representatives and Alternates may run for unlimited, consecutive terms. Provisions in this paragraph will become effective for the year 2008 election.**

Any Neighborhood Representative may be removed, with or without cause, upon the vote or written petition of a majority of the votes attributable to Lots in the appropriate Neighborhood. Additionally, the Board may remove a Neighborhood Representative in its discretion. In the event that a Neighborhood is not represented by a Neighborhood Representative or an alternate, the board may appoint a replacement to fulfill the unexpired portion of such terms.

(c) Voting Groups. The Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing Trustees to the Board, in order to promote representation on the Board for various groups having dissimilar interests and to avoid a situation in which Owners representing similar Neighborhoods are able, due to the number of Lots in such Neighborhoods, to elect the entire Board, excluding representation of others. Following termination of the Declarant Board Control Period, the number of Voting Groups within the Properties shall not exceed one less than the total number of Trustees to be elected pursuant to the By-Laws. If Voting Groups are established, Owners within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of Trustees specified in Section 3.5 of the By-Laws.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Declarant Board Control Period by filing with the Association and in the Public Records, a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Neighborhoods within each Voting Group can easily be determined. Such designation may be amended from time to time by the Declarant, acting alone, at any time prior to the expiration of the Declarant Board Control Period. After expiration of the Declarant Board Control Period, the Board shall have the right to file or amend such Supplemental Declaration upon the vote of at least six of the seven Trustees. Neither recordation nor amendment to this Declaration, and no consent or approval of any Person shall be required except as stated in this paragraph. Until such time as Voting Groups are established, all of the Properties shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of the Properties which are not assigned to a specific Voting Group shall constitute a single Voting Group.

**B. Article XVI, Section 16.2 is hereby amended and restated in its entirety (the amendment addition is bold):**

**16.2 Amendment. Prior to the conveyance of the first Lot to a Home Owner, Declarant may unilaterally amend this Declaration. After the conveyance of any Lot to a Home Owner, other than amendments which may be executed unilaterally by the Declarant during the Development Period in the exercise of its Development Rights, or amendments executed by the Association, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 67% of the total of those who vote, provided that, at least 40% of the total votes in the Association are cast and with the consent of the Declarant during the Development Period.**

Without limiting the generality of the foregoing paragraph, the Declarant may unilaterally amend this Declaration if such amendment is necessary: (i) to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; (iv) to enable any reputable private insurance company to insure mortgage loans on the Lots; or (v) to satisfy the requirements of any local, state or federal governmental agency for the development, marketing, and sale of Lots. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments to this Declaration shall be prepared, executed, recorded in the Public Record and certified by the President of the Association.

No Amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant during the Development Period.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

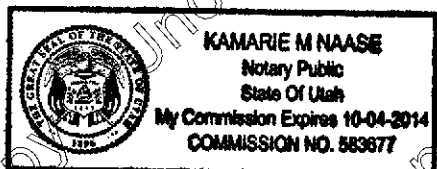
IN WITNESS WHEREOF, on this 2 day of Dec, 2011, Darcy Stewart, as the former President of the Association, hereby represents that attached to this Amendment as Exhibit B are the true and correct Minutes of the Annual Home Owners Meeting held on January 17, 2007 confirming in paragraph IX that a vote was held and that both the amendments to Article III, Section 3.4 and Article XVI, Section 16.2 passed with an affirmative vote of not less than sixty-seven percent (67%) of the total vote in the Association.

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

  
By Darcy Stewart [please print]  
Its: Former President

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

On the 2<sup>nd</sup> day of December, 2011, personally appeared before me Darcy Stewart, who being by me duly sworn, did say that he is the former President of the Sun River St. George Community Association, Inc. 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 same.



*Kamarie M. Naase*  
Notary Public

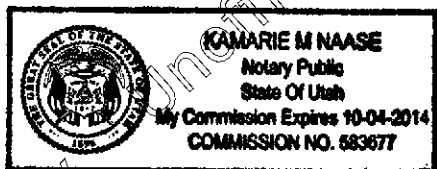
IN FURTHER WITNESS WHEREOF, on the 2 day of December, 2011, Don Stricklin, as the current President of the Association affirms and ratifies the foregoing amendments on behalf of the Association.

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

*Don R Stricklin*  
By: Don R Stricklin [please print]  
Its: President

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

On the 2<sup>nd</sup> day of December, 2011, personally appeared before me Don Stricklin, who being by me duly sworn, did say that he is the current president of the Sun River St. George Community Association, Inc., 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 same.



*Kamarie M. Naase*  
Notary Public

EXHIBIT A

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Sun River St. George effects the following real property, all located in Washington County, State of Utah:

All of Phases 1 through 18, Phases 20 through 24, and Phases 26 through 31, 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 18-24; 25-A 27-80; 81-A 83-84; 85-A 86-87; 88-A-101-A 102-107	SG-SUR-1-1B-14-15; SG-SUR-1-1B-16-A-17-A SG-SUR-1-1B-18-24; SG-SUR-1-1B-25-A SG-SUR-1-1B-27-80; SG-SUR-1-1B-81-A SG-SUR-1-1B-83 - 84; SG-SUR-1-1B-85-A SG-SUR-1-1B-86-87; SG-SUR-1-1B-88-A-101-A 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; 368A; 370-371	SG-SUR-3A-297-367; SG-SUR-1-3A-368A; 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 1167-1172; 1186-1188 1209-1211; 1226-1227 1232, 1235-1245	SG-SUR-13-1129-1155; SG-SUR-13-1157-1165 SG-SUR-13-1167-1172; SG-SUR-13-1186-1188 SG-SUR-13-1209-1211; SG-SUR-13-1226-1227 SG-SUR-13-1232; SG-SUR-13-1235-1245
14	1110-1128; 1166 1173-1185; 1189-1208 1212-1225; 1228-1231 1233-1234	SG-SUR-14-1110-1128; SG-SUR-14-1166 SG-SUR-14-1173-1185; SG-SUR-14-1189-1208 SG-SUR-14-1212-1225; SG-SUR-14-1228-1231 SG-SUR-14-1233-1234
15	930-1013	SG-SUR-15-930-1013
16	1014-1109; 1019B	SG-SUR-16-1014-1109; SG-SUR-16-1019B
17A	1251-1285	SG-SUR-17A-1251-1285
17B	1286-1313	SG-SUR-17B-1286-1313

18	1314-1346	SG-SUR-18-1314-1346
20	1396-1437	SG-SUR-20-1396-1437
21	1347-1395	SG-SUR-21-1347-1395
22	1516-1530; 1531-A	SG-SUR-22-1516-1530; SG-SUR-22-1531-A
	1532-1555	SG-SUR-22-1532-1555
23	1556-1586	SG-SUR-23-1556-1586
24	1587-1627	SG-SUR-24-1587-1627
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	SG-SUR-30-A; SG-SUR-30-1480-1515
	1711-1725	SG-SUR-30-1711-1725
31	1742-1787	SG-SUR-31-1742-1787



## Exhibit B

### SunRiver St. George Community Association Annual Home Owners Meeting Minutes January 17, 2007

- I. Welcome and call to order** - The meeting was called to order by Darcy at 3:30 PM. Attending were: Kamarie Naase/Secretary, Treasurer; Darcy Stewart/President; Bill Hunter/Vice President, Resident Elected Representative; Tom Spangler/Resident Elected Representative; Mike Green/Board Member, Mark Wade/SunWest Management, and SunRiver Residents. The minutes were taken by Linda Priest. Darcy welcomed all the residents who were in attendance and also welcomed all the residents watching via live broadcast.

**II. Introduction of Officers:**

- Board of Trustees:

Darcy Stewart - President  
Kamarie Naase - Member  
Bill Hunter - Member  
Tom Spangler - Member  
Mike Green - Member

- Neighborhood Representatives:

Bill Costello - NB #1  
Marty Grossman - Special Representative  
Dianne Upton - NB #2  
Mo Pearson - NB #3  
Bob Browning - NB #4

- Alternate Neighborhood Representatives:

Linda Oda - NB #1  
Diane Cobb Adams - NB #2  
Barbara Willig - NB #3  
Harry Eubanks - NB #4

- III. Election and Amendment Business:** The time was turned over to Mark for the business part of the meeting.

- Amendment #1 - Article 16.2:

Note: Mark read the article as it reads now, and then he read the proposed change to the article. Afterwards he opened the floor to public comments. No one came forth to speak on this issue.

- **Amendment #2 - Article 3.4**

Note: Mark read the article as it reads now, and then he read the proposed change to the article. Afterwards he opened the floor to public comments. No one came forth to speak on this issue.

- Elections - CC&Rs 3.4b simply states that each year, the Board shall call for the election of Neighborhood Representatives and alternates with the person receiving the highest amount of votes becoming the new Neighborhood Representative and the person receiving the next highest amount of votes becoming the alternate representative for each neighborhood.

Note: By-Laws 3.4 - Simply states that nominations are allowed from the floor and that all candidates have an opportunity to communicate their qualifications and solicit votes.

Note: Mark asked if there were any nominations from the floor. No nominations were made from the floor, so Mark asked to entertain the motion to cease nominations. Motion was made by Bill to approve and second by the floor. Passed.

Note: Mark announced that the balloting is closed, the votes are being tallied, and the results will be announced later on during the meeting.

- IV. Reserve Account Balance:** Mark announced that the reserve data analysis has a balance of \$342,423.00 in it as of 1-15-07. Currently \$110,000.00 is in money market accounts earning 3% interest, and the balance is in a time deposit having a maturity date of 28 days, and earning 5.2% interest. All of these accounts are secure accounts.

Note: Mark talked about what the reserve data analysis is and when it was started - The reserve study accounts for every piece of asset, and it was started by the Board in the year of 2002. It covers three areas, all the common areas, the community center, and the fitness side of the community center as a separate item. This report calls for the ability to replace anything in these areas that may wear out over time.

- V. 2006 Budget:** Mark announced that there were copies of the budget available at the door for anyone wishing to have a copy. He then opened the floor to the residents who signed up to speak on this issue.

- Mike McFarland, Lot #933 - Mr. McFarland stated that he was concerned with the debt between the association and the developer. He didn't believe the budget should pass until the developer makes a commitment to excuse the debt owed him by the association.
- Leann Riddoch, Lot #817 - Ms Riddoch, as a former financial analyst, stated that she was concerned about the deficit part of the budget for the same reasons that Mr. McFarland was concerned. She said if the

Developer does not make that commitment now; the Board needs to make some changes to the budget, before it is passed.

Mark asked the Board if they had any comments, and Darcy stepped up to the podium. He announced that he is a managing member of SunRiver Development, and that he does not have the authority to excuse the debt. He said the Board will submit the budget as is, and if it doesn't pass, the Board will meet in the morning to make some dramatic cuts in the entire operation of the community.

- Pete McKenzie, Lot #1310 – Mr. McKenzie wanted to know why the developer isn't paying for the running of the community center when they are definitely using it for advertising and why they don't own the entire center, instead of part of the community center. He said that he belonged to a Del Webb Community, and Del Webb kept the community center until the last home was built and then handed it to the association.

Darcy announced that they chose to run it this way and he doesn't know how Del Webb chooses to run his business. He said the second side of the community center cost 4 million dollars to build, and was built by SunRiver Development. Two million of this amount was paid in cash, and the other 2 million was financed and should be paid off within the next four or five months. At that point in time the developer will make the decision of whether or not to turn it over to the association. This is what was done with the first half. SunRiver Development deeded the first half over to the association.

- Mark asked for a motion to accept the budget as proposed. The motion was made by a resident on the floor, and it was second by Bill Hunter.

Mark then asked for a show of hands. Those in favor had a larger show of hands than those who were opposed. Mark reminded the residents that it takes seventy five per cent of those voting to oppose the budget, and there was clearly not that amount in opposition by a show of hands. The motion to approve was passed.

- The budget is effective on January 1, 2007. It called for a \$15.00 increase in monthly HOA dues, which are going to be retroactive. A one time charge of \$45.00 will appear on the Second Quarter billing and that will take care of the first three months that were charged at the regular rate. Anyone wishing to pay it beforehand is welcome to do that.

Darcy addressed the floor and apologized for not being prepared for the questions asked and promised to get back with them with answers to their questions after meeting with the other members of SunRiver Development.

**VI. Financial Statements:** According to the By-Laws, the Board shall cause an annual report, prepared in accordance with generally accepted accounting principles to be distributed to each member of the Association within 120 days of the closing of the Association's fiscal year. It will be distributed by mail.

**VII. Other Comments from Residents:**

- Marilyn Mathews, Lot #893 - Outside wall has broken pipes that froze. Who should she contact about this matter? Mark instructed her to contact Warranty and Carefree Living.
- Sue Mickelson, Lot #645 - What can be done about the odor coming from the sewage plant? The City Sewage Department has been working diligently with us in trying to solve this problem. So far there are no answers, but they are still working on it. One thing they are doing is building an enclosure around the plant, but it may not solve the problem.

Note: Darcy addressed the odor coming into the fitness side of the Community Center. He has authorized having a camera run through the drain lines to see if the problem could be identified and fixed.

**VIII. New Projects, Facilities, & Activities:**

- Awaiting by the swimming pool.
- Fire Pit
- Lapidary Equipment
- Aquatic Microphones
- New Treadmills
- New Nu-Step
- New Elyptical
- New Shuffle Board Court in Progress of Completion
- New 7 Fitness Classes
- Ballroom and Line Dancing Classes
- New Clubs
  1. RV Club
  2. Scrap Booking
  3. Hiking
  4. Travel
  5. Motorcycle Club
  6. Lapidary Club
  7. Ladies Golf Association
  8. Couple Golf
- Expansion to Two Bowling Leagues.

**IX. Announcement of the Election Results:** Mo Pearson of the election committee announced the following results:

- Amendment #1 - Passed with 75% of the vote.
- Amendment #2 - Passed with 78 % of the vote.
- Neighborhood Representative in NB#1 - Marty Grossman
- Neighborhood Representative in NB#2 - Diane Cobb Adams
- Neighborhood Representative in NB#3 - Harry Eubanks
- Neighborhood Representative in NB#4 - Ken Graham
- Alternate NB#1 - Jerry Tadlock
- Alternate NB#2 - Irma Pearson
- Alternate NB#3 - Don Odle
- Alternate NB#4 - Mike Taylor

Note: Darcy congratulated all the new Neighborhood Representatives and the new alternate Neighborhood Representatives.

**X. Plaque Presentation for Out-going NB Representatives:** Darcy asked the out-going representatives to please come forward and the Board Members to step up by the podium. He then proceeded to call them out by name and presented them with a plaque and a handshake, thanking them for their hard work and dedication to serving the community. Each Board Member joined in to shake their hands and thank them individually.

**XI. Close Meeting:** Darcy announced that he is committed to meet with the other members of SunRiver Development and return with an answer to the debt situation within 30 days. Darcy also offered his gratitude to SunWest Management for doing a great job managing the Association. He then closed the meeting and announced that anyone wishing to stay for the Developer Update is welcome to do so.

**XII. Developer Update:** Darcy discussed the following topics:

- Construction - Homes are currently under construction in Phases 21, 20, 22, and 28. Homes are occupied now in phase #23. Construction will start in phase #24 soon. Phases #25 and #26 have not been completely graded yet, but roads and utilities will go in later this year. The developer is planting Mondale Pines along Arrowhead Canyon Drive to serve as a barrier from the noise and view of the freeway. The bridge at Arrowhead Canyon will be completed in approximately 30 days. When that is completed, it will loop around the community. A sign will be posted on SunRiver Parkway stating, No Construction Traffic Beyond this Point, which will eliminate that traffic on the Parkway.
- Golf Course Club House - The Club House will be completed by the end of the second quarter or the first of the third quarter.
- Freeway Interchange - The freeway interchange will go out to bid by the end of February, and it should take about 90 days to award the contracts. The construction on the interchange will probably begin

sometime in the second half of the year, and it will probably take approximately 1½ years to complete.

- **Fire Station and Surrounding Area** – The ground in these areas will probably begin excavation in approximately 60 days, and excavation of that area will probably take approximately 90 days to complete. Construction on the Fire Station is still approximately three years away.
- **Commercial Property by Admin. Building** – The developer is currently trying to encourage a doctor's medical clinic to come into this area. At this time, there is no commitment. Some of the concerns are that everyone has different insurance companies, and whether or not the clinic will be able to serve the majority of the community. During the next few months, there will probably be surveys coming out regarding this issue. Another building will be built on the north side, similar to the building that is there now. There will be a beautiful courtyard in-between the two buildings. The lower level will be for retail and have a retail look to it. The upstairs will have a more professional look to it. That is where they hope to bring in a dentist office, etc. Surveys will come out to see if these types of services would be supported by the community. On that same property, they are looking at having a bank, a convenient store/restaurant combination, and possibly a neighborhood hotel. An assisted living facility of some type is still a possibility.
- **Dixie College Classes** – Dixie College is considering the possibility of bringing college credit classes to the Community Center Multi Purpose Room at no cost to the residents of SunRiver as long as at least ten people sign up for each class.
- **Questions** –
  1. Will the excavating affect the RV area? The answer is no.
  2. What are the plans for the area next to the Pickle Ball Courts?  
Answer: More homes that will begin construction in approximately 18 to 24 months.
  3. Is there any update on the trails? Answer: There has been no update news from the mayor on this issue.
  4. How many homes will be in SunRiver when it is complete?  
Answer: It was approved for 2,500 homes, but now, because of enlarged garages, etc. it will probably end up with 2150 homes. Right now there are about 1300 homes.
  5. Are they going to put in any more Pickle Ball Courts? Answer: There is a proposal in front of the Board right now, but no decision has been made.
  6. Are there any plans for a post office in SunRiver? Answer: One thing they are looking into is having a UPS office or small store in the new building, but right now they have not heard of any postal services coming into the community.

7. Any news on the Western Corridor? Answer: There is a Committee, made of SunRiver residents, along with the Board of Trustees that are working to prepare information and gather information concerning this issue. They are working to have an affect on the location of the Western Corridor. They will report to the Community with information as they receive it.

8. Is there an update on the ability to drive the golf carts on the streets? Answer: SunRiver residents have a committee that is working with the Board of Trustees on this issue also. They are gathering information on other communities that allow slow speed vehicles and will present their findings to the Board. They are also gathering information on kits that adapt the golf carts to street legal vehicles, because the city will almost surely require that to happen before they consider letting the carts run on city streets.

9. Are there any plans to mine gypsum in the area? Answer: It looks like they have started mining gypsum out in Arizona off of Black Rock Road, but there doesn't seem to be any plans to do this in Southern Utah.

10. How close is SunRiver to the Arizona state line? Answer: Answer: It is approximately two miles. Maybe a mile and three quarters from the southern most end of SunRiver.

- End of Meeting - Darcy thanked everyone again for coming and the meeting came to an end.