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**DOC # 20250020717**

Amended Restrictive Covenants  
Gary Christensen Washington County Recorder  
06/17/2025 09:10:47 AM Fee \$ 258.00  
By SUN COUNTRY MEADOWS SOUTH TOWNHOMES ASSOC

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Recorded at the request of:  
Sun Country Meadows South Townhomes Association  
c/o Chris Green, President  
1055 E 900 S #53  
St George, UT 84790

Record against the property  
described in Exhibit A

**AMENDMENT TO THE RESTATED AND AMENDED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SUN COUNTRY MEADOWS SOUTH TOWNHOMES (ARTICLE VII)**

This Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Sun Country Meadows South Townhomes (Article VII) (this "Amendment") affects the real property in Washington County, Utah, described in the attached Exhibit A.

**RECITALS**

- A. This Amendment amends the following (collectively, the "Declaration"):
- Restated and Amended Declaration of Covenants, Conditions and Restrictions of Sun Country Meadows South Townhomes, recorded January 11, 1994, as Entry No. 00454732, in Book 0786, at Pages 0304–33;
  - Amendment to the Declaration of Covenants, Conditions and Restrictions of Sun Country Meadows South Townhomes Association (Rental Restrictions), recorded March 2, 2006, as Doc. No. 20060005913;
  - Amendment to Declaration & Notice of Reinvestment Fee Covenant, recorded August 18, 2020, as Doc. No. 20100027587; and
  - Any other previous amendment, supplement, or annexation to the declaration of covenants, conditions, and restrictions of Sun Country Meadows South Townhomes, whether or not recorded with the Washington County Recorder.
- B. The purpose of this Amendment is to shift the responsibility for the exterior maintenance, repair, and replacement upon the townhomes and lots from Sun Country Meadows South Townhomes Association (the "Association") to the lot owners and to clarify other maintenance, repair, and replacement responsibilities in Article VII of the Declaration.
- C. In accordance with Article XI, Section 4 of the Declaration and Utah Code § 16-6a-709, this Amendment was adopted by the signed consents of not less than 67% of the owners, which constitute an instrument signed by not less than 67% of the owners.
- D. In accordance with Article XI, Section 4 of the Declaration, 30-days' written notice of this Amendment was given to all holders of liens of first priority, setting forth the nature of this

Amendment and the date of the meeting of the owners to vote on this Amendment, and in accordance with Article VI and Article XI, Section 4, of the Declaration and Utah Code § 57-8a-210, at least 67% of the first mortgagees consented to this Amendment.

E. The real property described in the attached Exhibit A shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

Therefore, the Declaration is amended as follows:

#### AMENDMENT

1. Definitions. The terms defined in the Declaration and used in this Amendment have the same meanings as in the Declaration.

2. Amendment of Article VII. Article VII of the Declaration is hereby amended and replaced in its entirety with the following:

Section 1. Exterior Maintenance by Association. Except as provided in section 2 and in the last sentence of this section 1, the Association shall be responsible for the maintenance, repair, and replacement of the area of each owner's lot outside the exterior walls of the townhome and of the common and limited common areas, including but not limited to party and perimeter walls installed by the Declarant; original landscaping in the front and side yards installed by the Declarant; and driveways, curbs, gutters, mailboxes, common sidewalks, and street signs. The cost of the Association's maintenance, repairs, and replacements shall be a common expense and shall be added to and become part of the regular annual assessment. Each Owner shall be responsible for all maintenance, repair, and replacement required due to the negligent or intentional acts or omissions of an owner or an owner's family, tenants, or guests.

Section 2. Exterior Maintenance by Owner.

(a) Townhome Exterior. Each owner shall be responsible for the maintenance, repair, and replacement of the exterior of the owner's townhome, including but not limited to fascia, soffit, roof tiles, rain gutters, downspouts, siding, exterior bricks, paint, windows, window wells, window frames, screens, shutters, exterior doors, exterior-door frames, lighting fixtures attached to the exterior of the townhome, air conditioning and heating units attached to the exterior of the townhome, door stoops, porches, patios, patio covers, and awnings.

(b) Backyard. Each owner shall be responsible for the maintenance, repair, and replacement of the common and limited common areas in the backyard and the area of the owner's lot in the backyard that is outside the exterior walls of the townhome. An owner is not responsible for the maintenance, repair, and replacement of any party or perimeter wall constructed by the Declarant in the backyard.

(c) Front and Side Yards. In the front and side yards, each owner shall

be responsible for the maintenance, repair, and replacement of trees, shrubs, and other plants and other landscaping installed by the owner or a previous owner and not part of the original landscaping installed by the Declarant; walls, fences, and gates installed by the owner or a previous owner and not by the Declarant; and private sidewalks.

(d) Utilities. Each owner shall be responsible for the maintenance, repair, and replacement of the utilities, fixtures, and equipment described in Article X, Section 13, below.

(e) Association Right to Repair. If an owner fails to perform, to the satisfaction of the Trustees as determined by their two-thirds vote, any maintenance, repair, or replacement that the owner is required to perform under this Declaration, then after written notice to the owner, the Association may have the maintenance, repair, and replacement performed, and the cost shall be added to and become part of the assessment to which the lot is subject.

Section 3. Access at Reasonable Hours. The Association may access a lot from time to time during reasonable hours as necessary for the maintenance, repair, or replacement of any common or limited common area after written notice is hand delivered to the lot at least 24 hours before the proposed entry. If a repair, that if not made in a timely manner, will likely result in immediate and substantial damage to a common or limited common area or to another lot, the Board may enter the lot to make the repair upon giving notice that is reasonable under the circumstances. The Association is liable to repair damage it causes to common or limited common areas or to a Lot the Association used to access the common or limited common areas, and the Association shall repair the damage within a time that is reasonable under the circumstances.

Section 4. Clarification by Rule. The responsibilities of maintenance, repair, and replacement in this article may be clarified by the rules and regulations of the Association.

3. Conflict. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. All other provisions of the Declaration that do not contradict the provisions of this Amendment shall remain in full force and effect.

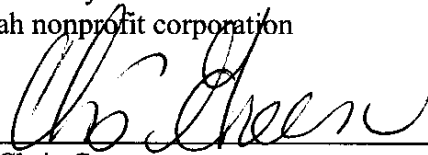
4. Headings. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

5. Effective Date. This Amendment shall be effective upon recording in the official records of the Recorder of Washington County, Utah.

[certification page follows]

The undersigned, being the President of Sun Country Meadows South Townhomes Association, hereby certifies that this Amendment was adopted by the signed consents of the owners of 95 out of 119 total lots, which constitute 79.8% of the owners, and by the consent of at least 67% of the first mortgagees.

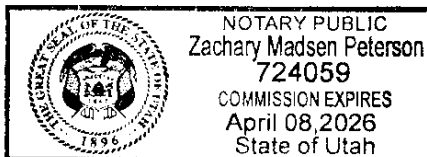
Sun Country Meadows South Townhomes Association  
a Utah nonprofit corporation



By: Chris Green  
Its: President

STATE OF UTAH )  
ss.  
COUNTY OF WASHINGTON )

On the 16<sup>th</sup> day of June 2025, personally appeared before me Chris Green, whose identity is personally known to me (or proven on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the President of Sun Country Meadows South Townhomes Association, a Utah nonprofit corporation, and is authorized to execute the foregoing instrument in the corporation's behalf and that he/she executed it in such capacity.


  
Notary Public

**Exhibit A**  
**(Legal Description)**

This Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Sun Country Meadows South Townhomes (Article VII), affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 3 and Lots 12 through 17, together with all Common Area, Sun Country Meadows South TH 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCMST-1-1 through SG-SCMST-1-3  
PARCEL: SG-SCMST-1-12 through SG-SCMST-1-17

All of Lots 4 through 11 and Lots 18 through 31, together with all Common Area, Sun Country Meadows South TH 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCMST-2-4 through SG-SCMST-2-11  
PARCEL: SG-SCMST-2-18 through SG-SCMST-2-31

All of Lots 32 through 61, together with all Common Area, Sun Country Meadows South TH 3 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCMST-3-32 through SG-SCMST-3-61

All of Lots 62 through 119, together with all Common Area, Sun Country Meadows South TH 4 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-SCMST-4-62 through SG-SCMST-4-119

Tax ID	Vote
SG-SCMST-1-1	For
SG-SCMST-1-2	For
SG-SCMST-1-3	For
SG-SCMST-2-4	For
SG-SCMST-2-5	For
SG-SCMST-2-6	For
SG-SCMST-2-7	For
SG-SCMST-2-8	For
SG-SCMST-2-9	For
SG-SCMST-2-10	
SG-SCMST-2-11	For
SG-SCMST-1-12	For
SG-SCMST-1-13	For
SG-SCMST-1-14	For
SG-SCMST-1-15	For
SG-SCMST-1-16	Against
SG-SCMST-1-17	Against
SG-SCMST-2-18	
SG-SCMST-2-19	For
SG-SCMST-2-20	Against
SG-SCMST-2-21	For
SG-SCMST-2-22	For
SG-SCMST-2-23	For
SG-SCMST-2-24	Against
SG-SCMST-2-25	Against
SG-SCMST-2-26	For
SG-SCMST-2-27	For
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SG-SCMST-2-29	For
SG-SCMST-2-30	For
SG-SCMST-2-31	For
SG-SCMST-3-32	For
SG-SCMST-3-33	
SG-SCMST-3-34	
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SG-SCMST-3-36	For
SG-SCMST-3-37	For
SG-SCMST-3-38	For
SG-SCMST-3-39	For
SG-SCMST-3-40	For
SG-SCMST-3-41	For
SG-SCMST-3-42	For
SG-SCMST-3-43	For
SG-SCMST-3-44	For

Tax ID	Vote
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SG-SCMST-3-46	Against
SG-SCMST-3-47	For
SG-SCMST-3-48	For
SG-SCMST-3-49	For
SG-SCMST-3-50	For
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SG-SCMST-4-73	For
SG-SCMST-4-74	For
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SG-SCMST-4-77	
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SG-SCMST-4-79	For
SG-SCMST-4-80	For
SG-SCMST-4-81	For
SG-SCMST-4-82	For
SG-SCMST-4-83	For
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SG-SCMST-4-85	For
SG-SCMST-4-86	For
SG-SCMST-4-87	For

Tax ID	Vote
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SG-SCMST-4-89	
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SG-SCMST-4-91	
SG-SCMST-4-92	For
SG-SCMST-4-93	For
SG-SCMST-4-94	Against
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SG-SCMST-4-112	For
SG-SCMST-4-113	For
SG-SCMST-4-114	
SG-SCMST-4-115	For
SG-SCMST-4-116	For
SG-SCMST-4-117	
SG-SCMST-4-118	
SG-SCMST-4-119	For

## SUMMARY

FOR	95
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