

**SUPPLEMENTAL DECLARATION
FOR SUN RIVER ST. GEORGE
and
NEIGHBORHOOD DESIGNATION
PHASE 4
(Neighborhood N3)**

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 4 of Sun River St. George to the terms of this Supplemental Declaration as well as the Declaration. Phase 4 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 Section 16.2 and 3.4 of the Declaration, the Declarant hereby designates and assigns Phase 4 to Neighborhood N3. A copy of the map delineating the boundaries of Neighborhood N3 is attached hereto as Exhibit B.

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 21st day of October, 2004.

DECLARANT:

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


By: _____
Its: Manager

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

On this 21st day of October, 2004, personally appeared before me, Dorey 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.



[Handwritten Signature]

NOTARY PUBLIC

EXHIBIT "A" FINAL PLAT APPLICATION

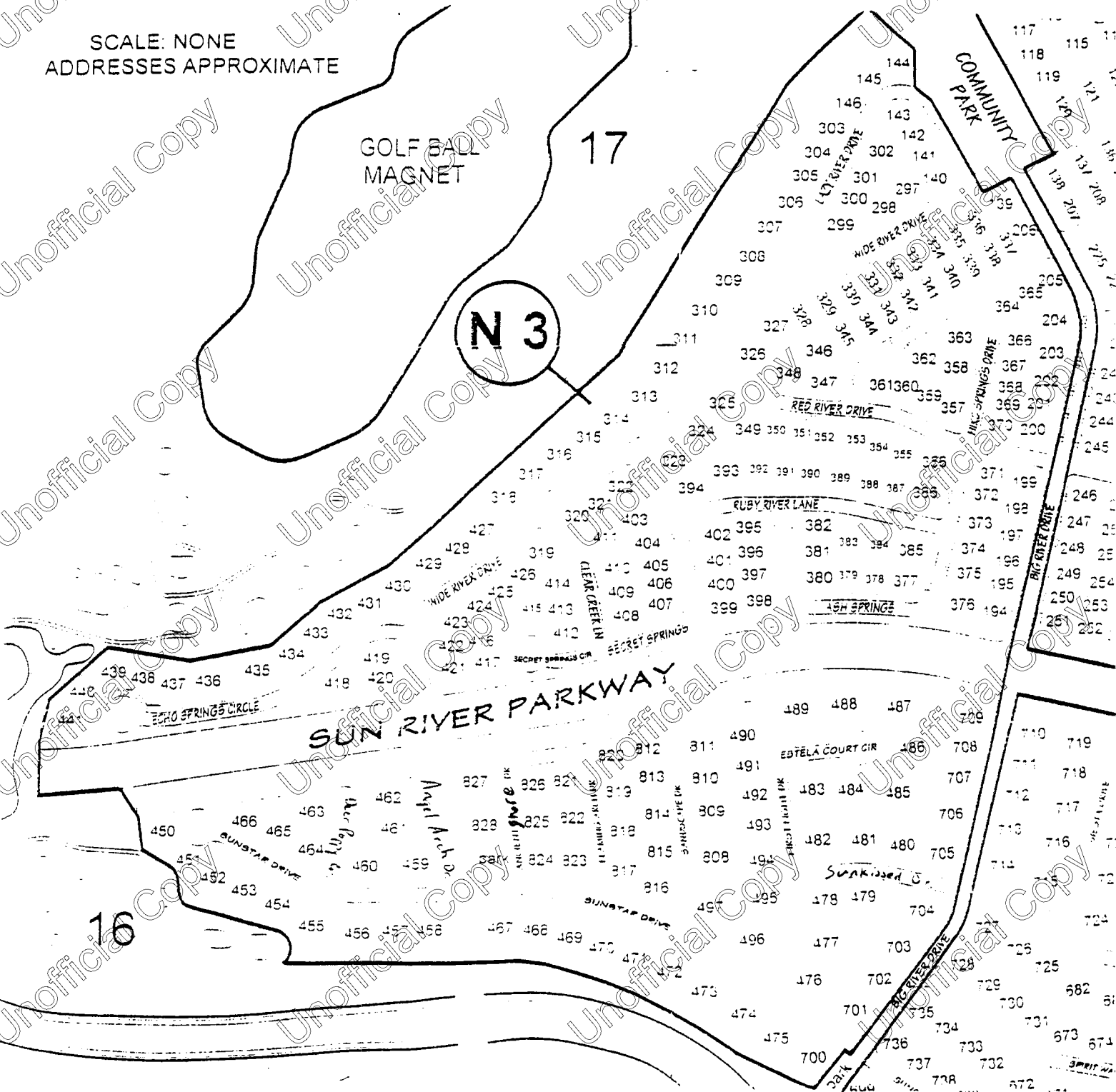
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Sun River St. George - Phase 4

Beginning at the northwest corner of Sun River St. George Phase 9, said point lies North $01^{\circ}13'39''$ East 2,580.00 feet; thence North $90^{\circ}00'00''$ East 350.73 feet from the southwest corner of Section 23, Township 43 South, Range 16 West of the Salt Lake Base and Meridian and running thence coincident with the westerly boundary of said Phase 9 in the following twelve (12) courses: South $10^{\circ}54'36''$ West 20.00 feet; thence South $08^{\circ}40'44''$ East 80.96 feet; thence South $12^{\circ}33'04''$ West 282.68 feet; thence South $43^{\circ}54'48''$ West 33.87 feet; thence South $19^{\circ}02'37''$ West 75.15 feet; thence South $71^{\circ}32'34''$ West 68.87 feet; thence South $26^{\circ}58'34''$ East 36.66 feet; thence South $42^{\circ}15'54''$ West 66.01 feet; thence South $47^{\circ}44'06''$ East 5.00 feet; thence South $42^{\circ}15'54''$ West 97.90 feet; thence South $42^{\circ}04'08''$ West 36.00 feet; thence South $42^{\circ}15'54''$ West 145.51 feet; thence leaving said westerly boundary North $49^{\circ}11'13''$ West 71.09 feet; thence North $48^{\circ}51'10''$ West 77.11 feet; thence North $52^{\circ}37'55''$ West 28.30 feet; thence North $59^{\circ}58'26''$ West 97.96 feet; thence North $70^{\circ}24'02''$ West 105.93 feet; thence North $75^{\circ}19'38''$ West 99.93 feet; thence North $84^{\circ}14'55''$ West 134.75 feet; thence South $85^{\circ}35'42''$ West 69.88 feet; thence South $86^{\circ}45'47''$ West 97.65 feet; thence South $88^{\circ}58'16''$ West 320.06 feet to a point on the boundary of Sun River Golf Course; thence along said golf course boundary in the following eight (8) courses: North $00^{\circ}44'03''$ West 45.36 feet; thence North $29^{\circ}25'06''$ West 25.27 feet; thence North $63^{\circ}50'51''$ West 29.72 feet; thence North $82^{\circ}02'11''$ West 146.15 feet; thence North $56^{\circ}44'33''$ West 36.50 feet; thence North $24^{\circ}56'53''$ West 65.46 feet; thence North $63^{\circ}50'51''$ West 92.69 feet; thence North $08^{\circ}23'38''$ West 108.94 feet to a point on the southerly right-of-way line of Sun River Parkway, an 100.00 foot wide public street; thence leaving said golf course boundary, along said southerly right-of-way in the following three (3) courses: North $81^{\circ}36'22''$ East 953.30 feet to the point of curvature of a 1,250.00 foot radius curve concave northerly; thence easterly 229.81 feet along the arc of said curve through a central angle of $10^{\circ}32'01''$ to the point of reverse curvature of a 1,150.00 foot radius curve concave southerly; thence easterly 598.88 feet along the arc of said curve through a central angle of $29^{\circ}50'15''$ to said northwest corner of Phase 9 and the point of beginning.

Contains 18.373 acres.

SCALE: NONE
ADDRESSES APPROXIMATE

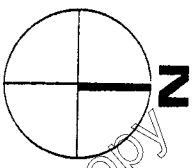


SUN RIVER ST. GEORGE

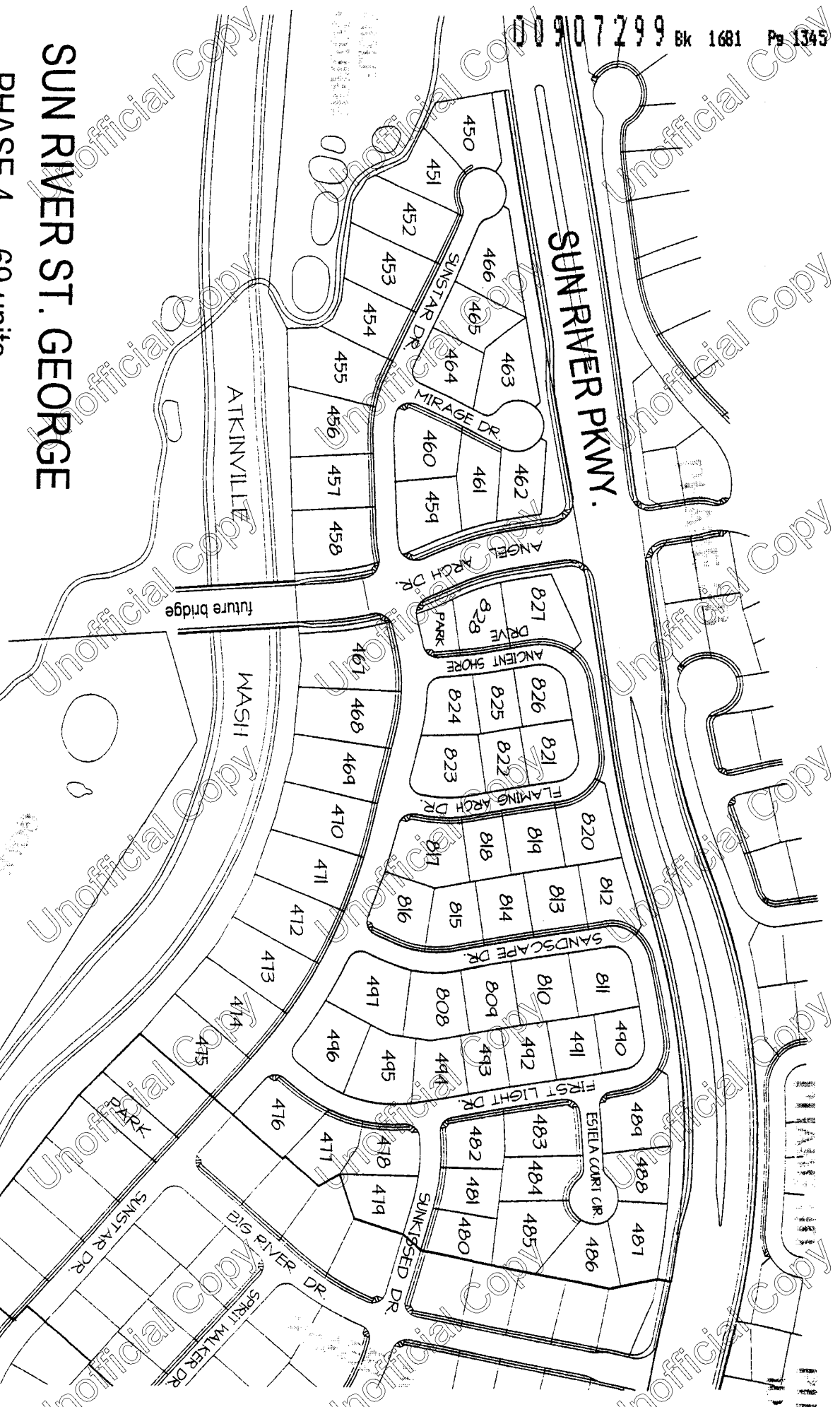
PHASE 4 - 69 units



ROSENBERG ASSOCIATES
CONSULTING ENGINEERS • LAND PLANNERS



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