

WHEN RECORDED RETURN TO:
Corinne Schmalz, c/o Ence Homes
619 South Bluff Street, Tower 2
St. George, UT 84770

DOC # 20200028367

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Russell Shirts Washington County Recorder
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By ENCE TROY R



**SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SUGAR PLUM IN THE FIELDS SUBDIVISION**

FACTION, LLC, a Utah limited liability company (hereinafter "Declarant") hereby amends the following portions of the Declaration of Covenants, Conditions and Restrictions for Sugar Plum in the Fields Subdivision (hereinafter "Declaration") as set forth herein, pursuant to its authority under Article 8.2 of said Declaration, which Declaration was recorded on the 6th day of October, 2015, as DOC No. 20150035178 in the records of the Washington County Recorder, and affecting the real property located in Washington County, Utah, more particularly described as recorded phases of Sugar Plum in the Fields Subdivision, as follows:

- Phase 1 Lots: per the Official Plat of Sugar Plum in the Fields Subdivision, Phase 1, said Lots being: W-SUG-1-1 through W-SUG-1-12, inclusive; and W-SUG-1-20 through W-SUG-1-35, inclusive; and W-SUG-1-190 through W-SUG-1-198, inclusive; and W-SUG-1-202; and
- Phase 2 Lots: per the Official Plat of Sugar Plum in the Fields Subdivision, Phase 2, said Lots being: W-SUG-2-13 through W-SUG-2-19, inclusive; and W-SUG-2-36 through W-SUG-2-41, inclusive; and W-SUG-2-170 through W-SUG-2-189, inclusive; and W-SUG-2-199 through W-SUG-2-201, inclusive; and W-SUG-2-203 through W-SUG-2-205, inclusive; and
- Phase 3 Lots: per the Official Plat of Sugar Plum in the Fields Subdivision, Phase 3, said Lots being: W-SUG-3-127 through W-SUG-3-130, inclusive; and W-SUG-3-132 through W-SUG-3-142, inclusive; and W-SUG-3-146 through W-SUG-3-159, inclusive; and W-SUG-3-162 through W-SUG-3-169, inclusive; and W-SUG-3-206; and
- Phase 4 Lots: per the Official Plat of Sugar Plum in the Fields Subdivision, Phase 4, said Lots being: W-SUG-4-42 through W-SUG-4-64, inclusive; and W-SUG-4-95 through W-SUG-4-96, inclusive; and W-SUG-4-109 through W-SUG-4-110, inclusive; and W-SUG-4-113; and W-SUG-4-131; and W-SUG-4-143 through W-SUG-4-145, inclusive; and W-SUG-4-160 through W-SUG-4-161, inclusive; and
- Phase 5 Lots: per the Official Plat of Sugar Plum in the Fields Subdivision, Phase 5, said Lots being: W-SUG-5-65 through W-SUG-5-77, inclusive; and W-SUG-5-85 through W-SUG-5-94, inclusive; and W-SUG-5-97 through W-SUG-5-103, inclusive; and W-SUG-5-106 through W-SUG-5-108, inclusive; and
- Phase 6 Lots: per the Official Plat of Sugar Plum in the Fields Subdivision, Phase 6, said Lots being: W-SUG-6-78 through W-SUG-6-84, inclusive; and W-SUG-6-104 through W-SUG-6-105, inclusive; and W-SUG-6-111 through W-SUG-6-112,

inclusive; and W-SUG-6-114 through W-SUG-6-126, inclusive; and W-SUG-6-218 through W-SUG-6-222, inclusive; and

All future Phases, including the Lots thereof, as annexed or expanded to Sugar Plum in the Fields Subdivision, in accordance with the provisions of the Declaration thereof, as cited.

The Declarant, hereby amends and modifies the Declaration, as follows:

1. The language of Article 1, Section 1.9 shall be deleted, which Section language currently reads, as follows:

“Development Phase” shall mean that time period in which Declarant owns no less than one (1) Lot within the Property. The Development Phase shall end 120 days after Declarant has sold 100% of the Lots in the Property and/or annexed plat to the Property to third-party buyers.

2. Said language, as above-quoted, shall be replaced in Section 1.9 with language which shall read, as follows:

“Development Phase” shall mean that time period in which Declarant owns any Property subjected to these Covenants, specifically including Lots, undeveloped Property, and any additional Property that may be annexed in and made subject to these Covenants by Declarant in the future. The Development Phase shall end 120 days after Declarant has sold to third-party buyers 100% of the Property subjected to these covenants, including Lots and undeveloped Property.

3. The language of Article 8, Section 8.4 shall be deleted, which Section language currently reads, as follows:

8.4. ANNEXATION OF ADDITIONAL PROPERTY. Additional property may be annexed in and made subject to these Covenants by the Declarant, without approval of the Members. The Declarant shall indicate its intent to have such property bound by these Covenants on the plat of such property, and by recording Declaration of Annexation and thereafter such additional property shall be considered as part of the Property in all respects, and Lots therein shall constitute Lots under these Covenants. Declarants Class-B Membership shall extend to all Lots in the annexed areas. This right of the Declarant shall be assignable to one or more assignees.

4. Said language, as above-quoted, shall be replaced in Section 8.4 with language which shall read, as follows:

8.4. ANNEXATION OF ADDITIONAL PROPERTY. Additional property may be annexed in and made subject to these Covenants by the Declarant, without approval of the Members. The Declarant shall indicate its intent to have such property bound by these Covenants by recording a Declaration of Annexation. When the annexed property is developed Declarant shall also indicate its intent to have such property bound by these Covenants on the

plat of such property. When the Declaration of Annexation is recorded, such additional property shall be considered as part of the Property in all respects and shall be subjected to these Covenants. Declarant's Class-B Membership shall extend to all undeveloped Property and Lots in the annexed areas. The rights of the Declarant shall be assignable to one or more assignees.

5. **Correction to First, Fourth, Fifth and Sixth Amendments to the Declaration:**

When the First, Fourth, Fifth and Sixth Amendments to the Declaration were recorded with the Washington County Recorder by the Declarant, these Amendments inadvertently stated that the Declaration was amended by the Declarant pursuant to its authority under "Article 7" of said Declaration. These Amendments are hereby corrected retroactively to read that the Declaration was amended by Declarant pursuant to its authority under "Article 8.2" of said Declaration.

IN WITNESS WHEREOF, Declarant does hereafter execute this Seventh Amendment as of the 29 day of May, 2020.

DECLARANT: FACTION, LLC

By: ~~Troy Ence~~ Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
)
) ss.
COUNTY OF WASHINGTON)

On this 29 day of May, 2020, before me personally appeared Troy Ence, whose identity is personally known to me, and who, being by me duly sworn did say that he is the Manager of FACTION, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said company by proper authority and he acknowledged before me that the company executed the document and the document was the act of the company for its stated purpose.

Corene Schmalz
Notary Public, Residing in Washington County, UT

