

Recorded at the Request of:  
Sage Villas Townhomes Owners Association

Record against the real property  
described in Exhibit A.

After Recording mail to:  
Jenkins Bagley Sperry, PLLC  
Attn: Bruce C. Jenkins  
285 W Tabernacle, Ste. 301  
St. George, UT 84770

**DOC # 20210013492**

Amended Restrictive Covenants Page 1 of 6  
Gary Christensen Washington County Recorder  
02/26/2021 10:02:53 AM Fee \$ 40.00  
By JENKINS BAGLEY



**AMENDMENT AND AFFADVIT OF CORRECTION TO THE CHARTER OF  
DECLARATIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF  
EASEMENTS FOR SAGE VILLAS TOWNHOMES:**

THIS AMENDMENT TO THE CHARTER is prepared and adopted pursuant to Article XIV, Section 14.5, of the Charter of Declarations, Covenants, Restrictions and Reservations of Easements (the "Charter") for Sage Villas Townhomes as of the meeting of the Members held on the 23<sup>rd</sup> day of February, 2021, by the Founder. This instrument hereby amends following:

- Charter of Declarations, Covenants, Restrictions and Reservations of Easements for Sage Villas Townhomes recorded in the records of the Washington County Recorder as Entry No. 20200019699, recorded on April 22, 2020, ("The Charter"); and
- any other amendments, supplements, or annexing documents to the Charter of Declarations, Covenants, Restrictions and Reservations of Easements for Sage Villas Townhomes whether or not recorded with the Washington County Recorder.

**Article VIII, Section 3**

The following replaces Article VIII, Section 3 of the Charter (changes shown in *italics*):

**8.3 Review of Plans and Specifications.** The ACC shall consider and act upon any and all Plans and specifications submitted for its approval under this Charter and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans and specifications approved by the ACC. No exterior construction, alteration, removal, relocation, repainting, demolition, addition, modification, external decoration or redecoration, or reconstruction of a Dwelling Unit or Improvement, including landscaping, in the Properties shall be commenced or maintained, until the Plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ACC (together with such fees for review and inspection as may be reasonably required by the ACC) and approved in writing by the ACC. The ACC shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the Community-Wide Standard, the surrounding structures, and that the construction thereof will not Detract from the

beauty, wholesomeness and attractiveness of the Lots and the Common Area or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association.

The Association may charge a plan fee that is equivalent to the cost of reviewing and approving the Plans. As used in this section, "Plans" mean any Plans for the construction or improvement of a Lot which are required to be approved by the Association before the construction or improvement may occur.

The ACC may condition its approval of any Improvement upon such changes, alterations or modifications of such Improvement as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. Such conditions may also include a requirement that the applicant complete the proposed Improvement within a stated period of time. The ACC may require such detail in the plans and specifications submitted for its review as it deems proper, including, without limitation, landscape plans, floor plans, as they relate to exterior appearance, site plans, exterior lighting plans and interior lighting plans as they relate to exterior illumination, drainage plans, elevation drawings and description or samples of exterior material and colors. *The ACC will require that window blinds match the design to those that have been originally installed by the Founder. If the blinds are not the exact model as to those installed originally, then the window blinds style and color will have to be approved by the ACC. Garage doors will be matching to all Dwelling Units. For this reason, garage doors cannot be replaced without the approval of the ACC. Furthermore, all exterior paint colors, including entry doors, are to remain the same color as was left by the Founder at new construction. If Owners wish to change exterior paint colors because the existing colors are no longer available, the ACC can approve a color that is substantially similar to the exiting color. If an Owner wishes to use a color other than those listed on the ACC approved palette, then the Owner will need approval to use such color. Exterior coach lights, not including the front door light, must be maintained and operational for safety purposes and an Owner shall not be able to change, disable or remove such lighting. The ACC may approve for replacement a substantially similar coach light if the style of the existing coach lights is not available.* Decisions of the ACC shall be transmitted by the ACC to the applicant at the address set forth in the application for approval, after receipt by the ACC of all materials required by the ACC and within thirty (30) days after its next duly scheduled meeting at which there is a quorum in attendance. Any application submitted pursuant to this Section 8.3 not approved within thirty (30) days shall be deemed disapproved. In addition to complying with the ACC Restrictions and Rules, the Applicant shall meet any review or permit requirements of the local governmental authority prior to making any alterations or engaging in construction, reconstruction, or remodeling permitted hereunder.

#### **AFFADAVIT OF CORRECTION**

The undersigned, Sharlene Wilde, Manager of Sage Villas, LLC hereby states as follows:

1. I am a resident of Utah County, State of Utah, over the age of twenty-one years and in all respects am competent to testify to the matters contained herein.

2. I am the Executive Director of Neighborhood Housing Services of Provo, Inc (now known as Mountain Country Home Solutions), a member of Sage Villas, LLC, and as such am the appointed manager of Sage Villas, LLC, and I am duly authorized to execute this Affidavit.
3. The Charter of Declarations, Covenants, Restrictions, and Reservation of Easements for Sage Villas Townhomes (CC&Rs) was recorded on April 22, 2020 as entry number 20200019699.
4. In an inadvertent oversight a clerical error was made on the signature block of the CC&Rs where Sharlene Wilde signed. It currently appears as "Its: President".
5. The signature block and acknowledgement on the CC&Rs are hereby corrected to read as follows:

"Its: Manager".

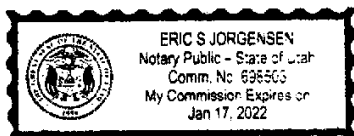
Dated February 23<sup>rd</sup>, 2021

SAGE VILLAS, LLC

Sharlene Wilde  
By: Sharlene Wilde  
Its: Manager

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

On this 23 day of February, 2021, personally appeared before me Sharlene Wilde, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the manager of Sage Villas, LLC, a Utah limited liability company, and that he/she executed the foregoing Amendment on behalf said limited liability company being authorized and empowered to do so by the operating agreement of said Company or resolution of its managers, and he/she acknowledged before me that such Company executed the same for the uses and purposes stated therein.



Eric S. Jorgensen  
Notary Public

**Exhibit A**  
**(Legal Description – Phase 1)**

This Amendment and Affidavit of Correction to the Charter of Declarations, Covenants, Restrictions and Reservations of Easements for Sage Villas Townhomes, Ivins City, Washington County, Utah, affects the following real property, all located in Washington County, State of Utah:

**Phase 1 of the Subdivision being more particularly described as:**

All of Lots 1 through 35, together with all Common Area, Sage Villas 1 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-SAGE-1-1 through I-SAGE-1-35



**Exhibit "A"**

**Sage Villas Phase 2**

Beginning at the southeast corner of Sage Villas Phase 1, said point on the center section line, said point being on the center section line, said point being North 00°41'25" East 366.54 feet along the center section line from the South Quarter Corner of Section 6, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 00°41'25" West 211.97 feet along the center section line to the northerly line of Fitness Way (Dedicated as Normandy Road);

thence northwesterly the following (3) courses along said Fitness Way

thence Northwest 166.13 feet along an arc of a 1,095.00 foot radius curve to the right (center bears North 28°46'49" East, long chord bears North 56°52'24" West 165.97 feet with a central angle of 08°41'34");

thence North 52°31'37" West 421.80 feet;

thence North 47.12 feet along an arc of a 30.00 foot radius curve to the right (center bears North 37°28'23" East, long chord bears North 07°31'37" West 42.43 feet with a central angle of 90°00'00") to the easterly line of Guy Lane;

thence North 37°28'23" East 60.09 feet along said easterly line of Guy Lane to the westerly corner of Sage Villas Phase 1;

thence southeasterly the following ( ) courses along the southerly line of said Sage Villas Phase 1;

thence East 23.08 feet along an arc of a 25.00 foot radius curve to the right (center bears South 15°24'45" East, long chord bears South 78°58'11" East 22.27 feet with a central angle of 52°53'08");

thence South 52°31'37" East 110.92 feet;

thence Southeast 28.80 feet along an arc of a 200.00 foot radius curve to the left (center bears North 37°28'23" East, long chord bears South 56°39'07" East 28.77 feet with a central angle of 08°15'01");

thence South 60°46'38" East 74.34 feet;

thence East 39.84 feet along an arc of a 80.00 foot radius curve to the left (center bears North 29°13'22" East, long chord bears South 75°02'34" East 39.43 feet with a central angle of 28°31'51");

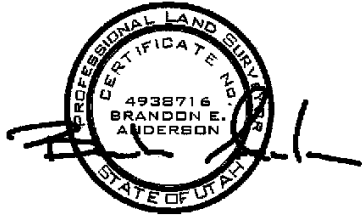
thence South 89°18'29" East 74.51 feet;

thence Southeast 15.71 feet along an arc of a 10.00 foot radius curve to the right (center bears South 00°41'31" West, long chord bears South 44°18'29" East 14.14 feet with a central angle of 90°00'00");

thence South 00°41'31" West 78.57 feet;

thence South 89°18'35" East 125.00 feet to the Point of Beginning.

Containing 72,053 square feet or 1.65 acres.



October 9, 2019