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Restrictive Page 1 of 4
Gary Christensen Washington County Recorder
11/02/2021 10:28:43 AM Fee \$ 40.00
By JENKINS & BAGLEY



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

**AMENDMENT TO THE CHARTER
OF
DECLARATIONS, COVENANTS, RESTRICTIONS, AND RESERVATIONS OF
EASEMENTS FOR SAGE VILLAS TOWNHOMES
(SOLAR AND TIME SHARE RESTRICTIONS)**

As more particularly stated herein, this Amendment to the Charter of Declarations, Covenants, Restrictions and Reservations of Easements for Sage Villas Townhomes (Solar and Time Share Restrictions) (hereinafter "Amendment"), amends the 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;
- Amendment and Affidavit of Correction to the 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. 20210013492, recorded on February 26, 2021, 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 (collectively, the "Declaration").

In the event of a conflict between this Amendment and the Declaration, the Articles of Incorporation, Bylaws or the Rules and Regulations for the Sage Villas Townhomes Owners Association, this Amendment shall control.

This Amendment is undertaken pursuant to Article XIV, Section 5 of the Declaration. This Amendment is adopted unilaterally by Founder as 100% of the lots have not been sold to purchasers.

This Amendment shall take effect upon the date it is recorded in the records of the

Washington County Recorder (the "Amendment Date"). All of the Property known as the "Sage Villas Townhomes" (described in Exhibit A attached hereto and any other land made a part thereof) shall be held, sold and conveyed subject to the Declaration as amended by this Amendment.

The following amends, wholly replaces, and substitutes Sections 1, 12, and 15 of Article X in the Declaration – all other terms of the Declaration and other governing documents that do not contradict the terms of this Amendment shall remain in full force and effect:

SECTIONS 10.1, 10.12 AND 10.15 OF THE CHARTER OF DECLARATIONS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR SAGE VILLAS TOWNHOMES RECORDED IN THE RECORDS OF THE WASHINGTON COUNTY RECORDER ON APRIL 22, 2020 AS DOCUMENT NO. 20200019699 ARE AMENDED AS FOLLOWS (AMENDMENTS ARE IN ITALICS AND STRIKEOUTS FOR REMOVAL):

Section 10.1 Residential Use. Each Dwelling Unit shall be used as a residence. The Dwelling Unit shall not be partitioned physically or otherwise and rented as individual rooms. ~~This Section shall not prohibit fractional ownership of a Dwelling Unit.~~

Section 10.12 Further Subdivision: Lease Provisions. No Owner shall further partition or subdivide their Lot or the rooms in the Dwelling Unit and Limited Common Area, including without limitation any division of his Lot into time-share estates, time-share uses, or creation of additional living quarters; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease his entire Lot to a single family by means of a written lease or rental agreement for a term not less than six (6) consecutive months; (2) to sell his Lot; or (3) to transfer or sell any Lot to more than one (1) person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or some other form of joint ownership. The terms of any such lease or rental agreement shall be made expressly subject to this Charter and the Bylaws. Any failure by the lessee of such Lot to comply with the terms of this Charter, the Bylaws, the ACC Restrictions and Rules, or the Rules and Regulations shall constitute a default under the lease or rental agreement.

Moreover, no Dwelling Unit or Lot shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program or arrangement, including any so-called "vacation license," "travel club," "extended vacation," "fractional ownership," or other membership or time interval ownership arrangement. The terms "time-sharing" or "fractional ownership" include, but is not limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Dwelling Unit or Lot rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time. This Section shall not be construed to limit the personal use of any Dwelling by any Owner or that Owner's social or familial guests.

Section 10.15 External Apparatus/including Solar Energy System. No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies, or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of a Unit or any part thereof, or on the outside of windows or doors of a Unit, without the prior written consent of the Architectural Control Committee. *Notwithstanding the foregoing or anything in this Declaration to the contrary, no solar energy system shall be allowed or permitted to be installed on a Lot, Limited Common Area, Common Area, or Unit. For the purpose of this Section and this Declaration, "solar energy system" shall mean a system that is used to produce electric energy from sunlight and the components of the system or heat water through solar energy.*

IN WITNESS WHEREOF, on the 15th day of November, 2021, Founder represents that less than one-hundred percent (100%) of the Lots in the Properties have been sold to purchasers, thus Founder has, and is hereby vested with, the right to unilaterally amend the Declaration as Founder believes may be reasonably necessary or desirable.

SAGE VILLAS, LLC, a Utah limited liability company

Sharlene Wilde

By: Sharlene Wilde

Its: Manager

STATE OF UTAH,)

:ss.

County of Washington.)

On this 15th day of November, 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 she is the Manager of Sage Villas, LLC, a Utah limited liability company, and that 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 she acknowledged before me that such Company executed the same for the uses and purposes stated therein.



Tashina Foki
Notary Public

Exhibit A

(Legal Description)

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

All of Units 1 through 35, together with all Common Areas, Sage Villas Townhomes (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