

Amended Restrictive Covenants Page 1 of 5
Gary Christensen Washington County Recorder
03/21/2024 12:00:26 PM Fee \$40.00 By OLD
REPUBLIC TITLE (ST GEORGE BLVD)

Recorded at the Request of:
Mountain Country Home Solutions

**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**

As more particularly stated herein, this Amendment to the Charter of Declarations, Covenants, Restrictions and Reservations of Easements for Sage Villas Townhomes (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;
- Amendment to the Charter of Declarations, Covenants, Restrictions, and Reservations of Easements for Sage Villas Townhomes (Solar and Time Share Restrictions) recorded in the records of the Washington County Recorder as Entry No. 20210070701, recorded on November 2, 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 14.5 of the Declaration. Founder, Sage Villas, LLC, assigned all of its rights as Founder to Mountain Country Home Solutions effective July 22, 2022, including the right to unilaterally amend the Declaration. Because 100% of the Lots subject to the Declaration have not been sold to purchasers, Mountain Country Home Solutions owns at least one Lot subject to the Declaration, and because Sage

Villas, LLC assigned all of its rights as Founder to Mountain Country Home Solutions, Mountain Country Home Solutions retains the right to unilaterally amend the Declaration.

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (“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 10.1, 10.12, AND 10.17 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 (AMENDMENTS ARE IN *ITALICS* AND ~~STRIKEOUTS~~ FOR REMOVAL):

10.1 Residential Use. Each Dwelling Unit shall be used as a residence. The Dwelling Units shall not be partitioned physically ~~or otherwise and rented as but~~ individual rooms. *may be rented without approval of the Association, provided that such rental shall comply with local laws, state laws, and the provisions of this Declaration.*

10.12 Further Subdivision: Lease Provisions. *Except renting one or more individual rooms of a Dwelling Unit, No Owner shall further partition or subdivide his Lot or the rooms in the Dwelling Unit and Limited Common Area, including without limitation any division of his Lot into time-share estimates, or 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 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) thirty (30) consecutive months days; (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.

10.17 Leasing. All leases must be for a period of not less than six (6) thirty (30) consecutive months days.

THE FOLLOWING AMENDS, WHOLLY REPLACES, AND SUBSTITUTES SECTIONS 14.10 OF ARTICLE XIV 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 (AMENDMENTS ARE IN *ITALICS* AND ~~STRIKEOUTS~~ FOR REMOVAL):

14.10. Assignment of Founder Powers. Any and all rights and powers of the Founder herein contained may be delegated, transferred, or assigned. ~~In the event of any such transfer of Founder rights, the Founder shall have assigned all of its rights herein and shall be relieved from and after the date of such transfer of all liability and obligations hereunder, and the Successor Founder(s) shall have all the rights and obligations of Founder contained herein.~~

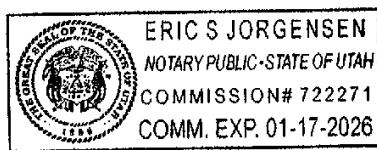
IN WITNESS WHEREOF, on the 19th day of March, 2024, Mountain Country Home Solutions represents that less than one-hundred percent (100%) of the Lots in the Properties have been sold to purchasers and that Sage Villas, LLC assigned all its rights as Founder to Mountain Country Home Solutions effective as of July 22, 2022, thus Mountain Country Home Solutions has the right to unilaterally amend the Declaration as it believes may be reasonably necessary or desirable.

MOUNTAIN COUNTRY HOME SOLUTIONS, a Utah nonprofit corporation

By: Sharlene Wilde
Its: Executive Director

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

On this 19th day of March, 2024, 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 they are Executive Director of Mountain Country Home Solutions, a Utah nonprofit corporation, and that they executed the foregoing Amendment on behalf of said corporation being authorized and empowered to do so by the articles of said corporation, and they acknowledged before me that such corporation executed the same for the uses and purposes stated therein.



Eric S. Jorgensen
Notary Public

Amendment to Declaration

Sage Villas
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Exhibit A

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:

Sage Villas Phase 1

Beginning at a 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 Comer of Section 6, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 89°18'35" West 125.00 feet;

thence North 00°41'31" East 78.57 feet;

thence Northwest 15.71 feet along an arc of a 10.00 foot radius curve to the left (center bears North 89°18'29" West, long chord bears North 44°18'29" West 14.14 feet with a central angle of 90°00'00");

thence North 89°18'29" West 74.51 feet;

thence West 39.84 feet along an arc of a 80.00 foot radius curve to the right (center bears North 00°41'31" East, long chord bears North 75°02'34" West 39.43 feet with a central angle of 28°31'51");

thence North 60°46'38" West 74.34 feet;

Northwest 28.80 feet along an arc of a 200.00 foot radius curve to the right (center bears North 29°13'22" East, long chord bears North 56°39'07" West 28.77 feet with a central angle of 08°15'01");

thence North 52°31'37" West 110.92 feet;

thence West 23.08 feet along an arc of a 25.00 foot radius curve to the left (center bears South 37°28'23" West, long chord bears North 78°58'11" West 22.27 feet with a central angle of 52°53'08") to the easterly line of Guy Lane;

thence North 37°28'23" East 384.48 feet along said easterly line of Guy Lane;

thence South 52°31'37" East 271.90 feet to said center section line;

thence South 00°41'25" West 364.85 feet along said center section line to the Point of Beginning.

Containing 140,226 square feet or 3.22 acres.

Phase 1 of the Subdivision being more particularly described as:

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

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.