

Bylaws Page 1 of 18

Gary Christensen Washington County Recorder

11/15/2024 03:49:30 PM Fee \$664.00 By MILLER

HARRISON LLC

**BYLAWS
OF
SAGE CANYON HOME OWNER'S ASSOCIATION, INC.
A PLANNED COMMUNITY DEVELOPMENT**

RECITALS

- A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation, each as amended from time to time.
- B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as Sage Canyon and to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.
- C. The Declaration at Section 6.5 directs the Association to adopt an initial set of Bylaws.
- D. Pursuant to Utah Code §§ 57-8a-216 and 16-6a-206, the Association, through its elected Board, adopts this initial set of Bylaws.

Article I**Name, Principal Office and Definitions**

- A. **Name.** The name of the corporation is Sage Canyon Home Owner's Association, Inc. (the "Association").
- B. **Principal Office.** The principal office of the Association shall be located in Washington County, Utah. The Association may have such other offices, within or outside the State of Utah, as the Board of Directors may determine or as the affairs of the Association may require.
- C. **Definitions.** Except as otherwise provided herein or as may be required for context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Easements, Covenants, Conditions, and Restrictions of Sage Canyon. As used herein, "Project", has the same definition as "Property" under the Declaration.
- D. **Application.** All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Residences or the mere act of occupancy or use of any said Residences or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

- A. **Membership.** The Association shall have one class of membership as set forth in the Declaration. Each Owner shall be a Member of the Association as defined in the Declaration at Section 6.1.
- B. **Annual Meetings.** The annual meeting of the Owners shall be held 7:00 PM on the third Thursday of January of each year unless otherwise determined by the Board. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter, unless otherwise determined by the Board. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Owners to be convened as soon thereafter as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, time, or place for the Annual Meeting.
- C. **Special Meetings.** Special meetings of the Association may be called at any time by the Board or by Owners who collectively hold at least thirty percent (30%) of the total vote. Such meeting shall be held at such place as the Board determines and notice of which shall state the date, time, place and matters to be considered as the meeting. No items other than those expressly set forth in the notice may be addressed at the special meeting. Delivery of such notice may be via US Mail, Email, Text Message, Association Website, other electronic communication, or other means deemed reasonable by the Board.
- D. **Notice and Place of Meetings.** Meetings of the Members shall be held at such place, within or without the State of Utah, as may be designated by the Board in the notice of the meeting. Any notice permitted or required to be delivered by the terms of these Bylaws may be delivered either by hand delivery, by mail, or by electronic means. If delivery is by mail, it must be directed to the Member at the mailing address of each Unit or to any other mailing address designated in writing by a Member, and upon the mailing of any notice, the service thereof is complete and the time of the notice begins to run from the date on which such notice is deposited in the mail for transmission to the Member. The address of any Member may be changed on the records of the Association from time to time by notice in writing to the Secretary or to the Association's property manager. The notice of any meeting of Members must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to the Declaration or these Bylaws, any budgetary changes or any proposal to remove an office of the Association or any member of the Board.

- E. **Quorum.** Those Owners present in person or by proxy at any duly called meeting that is called and held in compliance with the requirements of these Bylaws shall constitute a quorum for the adoption of decisions.
- F. **Voting.** Each Lot shall have one (1) vote. When more than one person owns or holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting, and if a Lot or Members thereof cast contradictory ballots the vote(s) of that Lot shall be ignored. The Board has the right to suspend an Owner's right to vote if such Owner is not current on the payment of such Owner's Assessments or is in material violation of any of the terms, covenants or provisions set forth in the Association's governing documents.
- G. **Qualified Voters.** An Owner shall be deemed in "good standing" and "entitled to vote" at any Member meeting of the Association if he or she has fully paid his or her Assessment account (together with all fines, interest, late fees, or other charges) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Association's governing documents.
- H. **Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than sixty (60) nor less than then (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.
- I. **Proxies.** Every Member entitled to vote or execute statements or consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his or her duly authorized agent; provided, however that no such proxy shall be valid after the expiration of one (1) year after the date of its execution. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

- J. Conduct of Meetings. The President shall preside over all meetings of both the Board and the Association.
- K. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.
- L. Action Taken Without a Meeting. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.
- M. Minutes of Meetings. The Secretary or the Manager shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. Draft meeting minutes for each annual meeting of the Owners shall be made available to requesting Owners no later than sixty (60) days following the annual meeting.

ARTICLE III

Board of Directors

- A. Governing Documents. The Association shall be operated and controlled by the Board, which shall be the Board of Directors of the Association for purposes of the Utah Community Association Act, subject to the following:
- B. Composition of Board. The initial members of the Board shall be Danny Shakespeare, Jacob Christensen, Jeremy Peterson, Phil Dana, and Ron Richey. The Board shall be comprised of either three (3) or five (5) qualified persons who shall be duly qualified, elected by a majority vote of a quorum of the Association, or appointed in the manner set forth below. The Board may increase

or decrease its size by Resolution of the then-serving Board Members and in their own discretion.

- C. **Terms.** Board members shall be elected and/or appointed to serve each for a of two (2) year term. Terms of Board Members shall alternate so that at least one Board Member remains with an unexpired term by electing an odd number of Board Members on the odd years and an even number of Board Members on the even years.
- D. **Officers.** Officers may include President, Vice President, Treasurer, Secretary, and a 5th Board Member at large. Officers shall be elected by vote of the Board Members. Any Board Member may hold more than one position as an Officer.
- E. **Qualifications.** To qualify to serve on the Board, a person must be an individual Owner or the legal representative of an organizational Owner in good standing. A Board Member or prospective Board Member may be disqualified by if they are not in compliance with the Association's governing documents, are delinquent on payment of their Assessments, or are in a legal proceeding opposite the Association.
- F. **Vacancies.** Any vacant seat on the Board shall be filled by appointment of the remaining Board Members. The appointed Board Member shall serve for the remainder of the term of the prior elected or until his or her replacement is elected.
- G. **Dismissal.** Any member of the Board who fails on three (3) successive occasions to attend Board meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board meetings (whether regular or special) held during any twelve (12) month period may be removed by the affirmative vote of the remaining Board Members. In such cases, the remaining Board members shall elect a replacement to sit on the Board until the next meeting of the Association.
- H. **Removal of Board Member.** Members of the Board may be removed at any time by the affirmative vote of at least a majority of the membership interested of the Association at a special meeting duly called for that purpose.
- I. **Replacement.** Unless a member of the Board is removed by the affirmative vote of a majority of the Owners, such member shall be replaced by an appointment of the remaining members of the Board. A member of the Board removed by the affirmative majority vote of the Owners shall be replaced by the majority vote of the Owners present in person or by proxy at a special meeting called for that purpose.

- J. Completion of Term. Unless such member forfeits or otherwise loses such member's seat as provided in the Declaration or the Association's other governing documents, a Member shall serve on the Board until such member's successor qualifies and is properly elected.
- K. No Compensation. Members of the Board shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred relating to Board business and as approved by the Board.
- L. Officers and Agents of the Association. The Board is the agent of the Association and shall perform its functions through those Owners elected as officers of the Association by the Board. The Board may also perform its duties through such agents or employees as the Board may employ or appoint. Any Association officer, agent or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Board; provided, however, any officer so removed shall continue to be a member-at-large of the Board. One (1) member may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Association, and their respective powers and functions, shall be as follows:
 - i. President. The President shall be a member of the Board and the chief executive of the Association and shall exercise general supervision over the property and affairs of the Association. The President shall preside over all meetings of both the Board and the Association. The President shall execute all instruments on behalf of the Board, unless the President chooses to delegate that authority to another Board member.
 - ii. Vice President. The Vice President shall assist the President and shall have all the powers of the President in the event of the latter's absence or inability to act.
 - iii. Secretary. The Secretary shall keep minutes of all the meetings of both the Board and the Association, as well as all other books and records which are required or made necessary.
 - iv. Treasurer. The Treasurer shall have custody and control of the funds available to the Board. The treasurer shall cause to be prepared an annual financial statement for each fiscal year of operation. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices. The offices of Secretary and Treasurer may be held by the same Board member.

M. Board Meetings. A regular meeting of the Board may be held immediately after the adjournment of each annual Owners meeting or at such other time as the members of the Board may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Board may determine, but no less than once each quarter. No notice need be given of regular Board meetings except to those Owners who specifically request it. Special Board meetings shall be held whenever called by the President or by any two (2) members of the Board. Written notice of all special meetings shall be delivered to each member of the Board. Written notice of all special meetings shall be delivered to each member of the Board at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all members of the Board may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Board meeting shall consist of a majority of all the Board members then in office.

N. Status and General Authority of Board. Any instrument executed by an officer of the Association or by the Board that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies on said instrument. The Association shall constitute a legal entity capable of dealing in its own name. The Board shall have, and is granted, the following authority and powers:

- i. To Enter. The power and authority to enter on any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right-of-way, utility or the Common Areas. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the Board or its representative shall exercise this power. In the event of an emergency entry without notice, the person entering the property shall leave in a conspicuous place written notice stating such person's name and title as well as the day, date, time and purpose of the entry.
- ii. Grant Easements. The authority without the vote or consent of any other person, to grant or create, on such terms as the Board deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Project as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights-of-way, utilities and Common Areas.
- iii. Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to these Bylaws which have been approved by the vote or consent necessary to authorize such amendment.

- iv. **Standing.** The power to sue and be sued.
- v. **Enter into Contracts.** The authority to enter into contracts which in any way concern the Association, easements, right-of-way, utilities or the Common Areas.
- vi. **Acceptance and Control of Association Property.** May acquire, hold and dispose of tangible and intangible personal and real property, enter into leases, licenses or operating agreements for common areas, permit use of common areas by community organizations and others whether nonprofit or for profit.
- vii. **Compliance and Enforcement.** Impose sanction for violating the governing documents after notice and hearing. The Board shall establish a graduated range of penalties for violations. Penalties may include:
 - Reasonable graduated range of monetary fines
 - Suspension of an Owner's right to vote
 - Suspension of any person's right to use any recreational or park facilities within the common elements
 - Termination of common utilities, if any, paid for as a common expense of the Association.
- viii. **Promulgate Rules.** The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the easements, rights-of-way, utilities and Common Areas are maintained and used in a manner consistent with their original design and construction.
- ix. **Delegation of Authority.** The power and authority to delegate its duties, in whole or in part, to a manager or management company.
- x. **All Other Acts.** The power and authority to perform all other acts and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions for and on behalf of the Owners.

O. Duties. Duties of the Board shall include:

- i. Preparing and adopting an annual budget establishing each owner's share of the common expenses.

- ii. Levying and collecting such assessments from owners.
- iii. Providing for the operation, care, upkeep and maintenance of the common areas.
- iv. Designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and providing the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties.
- v. Depositing all funds on behalf of the Association in a bank depository which it approved and using such funds to operate the Association.
- vi. Making and amending use restrictions and rules.
- vii. Opening of bank accounts on behalf of the Association and designating the signatories.
- viii. Enforcing the provisions of the governing documents and bringing proceedings which may be instituted on behalf of or against the owners concerning the Association; provided, the Association shall not be obligated to take action or enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as inconsistent with applicable law, or in any case in which the Board reasonably determines in its business judgment not to pursue.
- ix. Obtaining and carrying property and liability insurance as provided in the Declaration, paying the cost thereof and filing and adjusting claims as appropriate.
- x. Keeping books with detailed accounts of the receipts and expenditures of the Association.
- xi. Making available to any prospective purchaser of a lot or any owner current copies of the governing documents, records and financial statement of the Association.
- xii. The Association may, but shall not be required to employ for the Association a professional management company or individual employee at such compensation as the Board may establish to serve as Manager and perform such

duties as the Board shall authorize. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Manager which might arise between meetings of the Board.

Article IV
Committees

- A. **Designation of Committees.** The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate any committee at any time.
- B. **Proceeding of Committees.** A committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each committee shall keep a record of its proceedings and shall regularly report such records to the Board.
- C. **Quorum and Manner of Acting.** At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted to it by the Board.
- D. **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to a Board Member, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove a committee member.
- E. **Vacancies.** If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the

committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

Article V
Indemnification

- A. **Indemnification.** No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby agree to defend, indemnify, and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.
- B. **Other Indemnification.** The defense and indemnification herein provided shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled to under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

- C. **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend and indemnify such person against liability under the provisions of this Article.
- D. **Settlement by Association.** The right of any person to be defended and indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

Article VI General Procedures

- A. **Amendment.** These Bylaws may be amended upon the affirmative written approval of at least a majority (51%) of the total ownership interests of the Association and shall be valid immediately on recording of the document.
- B. **Financial Standards.** The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:
 - i. Accounting and controls should conform to generally accepted accounting principles
 - ii. Cash accounts of the Association shall not be commingled with any other accounts
 - iii. The Board shall cause a reserve budget and a common expense budget to be prepared for the Association each fiscal year.
 - iv. The Board may elect to distribute a summary of the budget to all owners with a written notice that the detailed budget is available at the business office of the Association.
- C. **Inspection of Records.** The Board shall make available for inspection and copying to any member the accounts, governing documents and meeting minutes. The Board shall provide inspection to

take place at the office of the Association or at such other place as the Board shall reasonably designate. Board may set rules for inspection including hours of availability and costs of any duplication of documents requested. Social Security numbers, bank accounts numbers or any communication subject to attorney-client privilege may be redacted from documents prior to inspection or copying.

IN WITNESS WHEREOF, the Board has executed and adopted these initial Bylaws on behalf of the Association.

DATED this 15 day of November, 2024.

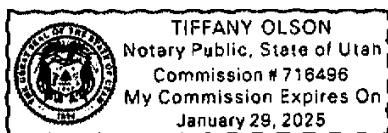
SAGE CANYON HOME OWNER'S ASSOCIATION,
INC.

By: R.D.

Its President Phil Dana

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 15 day of November, 2024, personally appeared before me
Phil Dana who by me being duly sworn, did say that she/he is an authorized
representative of Sage Canyon Home Owner's Association, Inc. and that the foregoing instrument is signed
on behalf of said company and executed with all necessary authority.



TJH Old
Notary Public

Exhibit "A"
Legal Description

All of Sage Canyon – Phase 1 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20180024540 on June 13, 2018.

Lots 1-20 (20 Lots and 1 Common Area Parcel)

Parcel No. SG-SECN-1-1 through SG-SECN-1-20

Parcel No. SG-SECN-1-COMM

All of Sage Canyon – Phase 2 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20190000176 on January 3, 2019.

Lots 21-33 (13 Lots)

Parcel No. SG-SECN-2-21 through SG-SECN-2-33

All of Sage Canyon – Phase 3 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20190034363 on August 27, 2019.

Lots 34-36, 47-49, 53-70 (23 Lots)

Parcel No. SG-SECN-3-34 through SG-SECN-3-36

Parcel No. SG-SECN-3-47 through SG-SECN-3-49

Parcel No. SG-SECN-3-53 and SG-SECN-3-54

Parcel No. SG-SECN-3-56 through SG-SECN-3-70

All of Sage Canyon – Phase 4 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20190037796 on September 18, 2019.

Lots 78-98 (21 Lots and 1 Common Area)

Parcel No. SG-SECN-4-78 through SG-SECN-4-98

Parcel No. SG-SECN-4-A

All of Sage Canyon – Phase 5 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20220021600 on April 18, 2022.

Lots 37-46, 50-52, 71-77, 99-103 (25 Lots and 1 Common Area)

Parcel No. SG-SECN-5-37 through SG-SECN-5-46

Parcel No. SG-SECN-5-50 through SG-SECN-5-52

Parcel No. SG-SECN-5-71 through SG-SECN-5-77

Parcel No. SG-SECN-5-99 through SG-SECN-5-103

Parcel No. SG-SECN-5-OPEN

All of Sage Canyon – Phase 6 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200002509 on January 16, 2020.

Lots 119-131 (13 Lots and 1 Common Area)

Parcel No. SG-SECN-6-119 through SG-SECN-6-131

Parcel No. SG-SECN-6-A

All of Sage Canyon – Phase 7 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200004748 on January 29, 2020.

Lots 104-118 (15 Lots and 1 Common Area)

Parcel No. SG-SECN-7-104 through SG-SECN-7-118

Parcel No. SG-SECN-7-A

All of Sage Canyon – Phase 8 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200021357 on April 30, 2020.

Lots 132-156 (25 Lots)

Parcel No. SG-SECN-8-132 through SG-SECN-8-156

All of Sage Canyon – Phase 9 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200027819 on June 3, 2020.

Lots 157-180 (24 Lots)

Parcel No. SG-SECN-9-157 through SG-SECN-9-180

All of Sage Canyon – Phase 10 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200032446 on June 26, 2020.

Lots 181-204 (24 Lots)

Parcel No. SG-SECN-10-181 through SG-SECN-10-204

All of Sage Canyon – Phase 11 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200044078 on August 19, 2020.

Lots 205-229 (25 Lots)

Parcel No. SG-SECN-11-205 through SG-SECN-11-229

All of Sage Canyon – Phase 12 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20210022236 on March 29, 2021.

Lots 254-266 (13 Lots)

Parcel No. SG-SECN-12-254 through SG-SECN-12-266

All of Sage Canyon – Phase 13 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20210038821 on June 2, 2021.

Lots 267-281, and 300 (16 Lots)

Parcel No. SG-SECN-13-267 through SG-SECN-13-281

Parcel No. SG-SECN-13-300

All of Sage Canyon – Phase 14 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20210038824 on June 2, 2021.

Lots 282-299 (18 Lots)

Parcel No. SG-SECN-14-282 through SG-SECN-14-299

All of Sage Canyon – Phase 15 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20210053007 on August 9, 2021.

Lots 301-319 (19 Lots)

Parcel No. SG-SECN-15-301 through SG-SECN-15-319

All of Sage Canyon – Phase 16 Subdivision, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20220004343 on January 21, 2022.

Lots 320-340 (21 Lots and 1 Common Area)

Parcel No. SG-SECN-16-320 through SG-SECN-16-340

Parcel No. SG-SECN-16-OPEN