

WHEN RECORDED, RETURN TO:

CW The Sage, LLC
Attn: Legal Department
610 N 800 West
Centerville, UT 84014



W3341732

Affecting Parcel Number(s): 211770001 – 211770018, 211770021, 211770024

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR SAGE**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR SAGE (“**Amendment**”), is made and executed as of the date first written below on the signature page and is effective when recorded in the office of the Weber County Recorder by CW The Sage, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS

- A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such capitalized terms in the Declaration.
- B. Declarant is the fee title owner of the Property.
- C. On July 21, 2023, the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for SAGE was recorded in the office of the Weber County Recorder as Entry No. 3291657 on Pages 1-65 (the “**Declaration**”).
- D. Following the recordation of the Declaration, the Declarant and its affiliates determined it to be in the best interest of the Association to amend the Declaration to address, among other things, clarify authority of a manager to charge fees, remove the binding arbitration requirement for matters involving the Declarant, and change the obligations of Unit Owners and the Association with respect to that certain Sewage Disposal System Plan (as defined and described herein).
- E. Declarant hereby desires to amend the Declaration as set forth herein.
- F. Under Section 12.2 of the Declaration, during the Declarant Control Period, the Declarant has the right to amend the Declaration without the consent of any other Owner. As of the effective date, the Declarant Control Period remains in full force and effect.

AMENDMENTS

NOW, THEREFORE, for the reasons recited above and subject to the restrictions set forth below and established in the Declaration, the Declarant hereby adopts this Amendment. The Recitals above are incorporated into and made a part of this Amendment.

1. **AMENDMENTS:**

a. Section 5.6 of the Declaration is hereby amended, as follows:

5.6. **Hiring Managers and Delegating Responsibilities.** The Project may be managed by a professional manager (the “**Manager**”), selected by the Declarant, or upon the termination of the Declarant Control Period, shall be selected by the Board to assist in the management and operation of the Project. Such Manager may charge fees to the Association and/or to Owners individually for its services. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause. Following the Period of Declarant Control, the Board shall have the option to, subject to the terms of the agreement with the Manager, either renew the contract with the Declarant selected Manager or hire a different Manager.

b. Section 9 of the Declaration is hereby amended by adding the additional subsection, as follows:

9.12. **Water Rights.** Each Unit is required to have culinary and secondary water connections and shares. Culinary and secondary water rights and connections are regulated by Huntsville Town. Culinary water rights and connections have been established by the Declarant and will be transferred to the initial Owner of each Lot. Secondary water rights have been allocated proportionately based on Lot size and are to be obtained by each Owner through Huntsville Irrigation, the secondary water provider.

c. Section 10 is hereby amended by adding one additional subsection (new section 10.5 (included following the subsection titled **Easements for Encroachments** and before the subsection titled **VIEWS**, that now being labeled as subsection 10.6)) as follows:

10.5. **Sewage Disposal System Plan.**

10.5.1. As described more fully in the approved improvement drawings, the Property includes a sewage disposal system consisting of interconnected subsurface equipment and piping/sewer lines with portions installed in each individual Unit and others installed in the Common Area. Specifically, each Unit will include a low pressure grinder pump connected to the residence that will feed to an installed septic tank also included in the Unit (the “Unit Septic Tank”). The Unit Septic Tank will connect and flow to a larger septic tank installed in the Common Area through installed piping/sewer lines.

10.5.2. As set forth in the maintenance allocation table attached hereto as Exhibit C, each Unit Owner shall be responsible and have the obligation to provide for the purchase, installation, maintenance, repair, and upkeep of that portion of the sewage disposal system described above to be included within the boundaries of the respective Unit. Specifically, each Unit Owner shall be responsible and have the obligation to provide for the purchase, installation, maintenance, repair, and upkeep of the low pressure grinder pump, the Unit Septic Tank, and all piping/sewage lines that are installed and connected within the boundaries of the said Unit. The Association shall be responsible and have the obligation to provide for the purchase, installation, maintenance, repair, and upkeep of the larger septic tank installed in the Common Area as well as all piping/sewer lines and any other system infrastructure installed and connected in the Common Area.

d. Section 20 is hereby removed from the Declaration.

e. EXHIBIT C is hereby amended as follows:

EXHIBIT "C"

MAINTENANCE ALLOCATION TABLE

Improvement	Owner	Association	Notes
A/C Pad & Unit	X		
Address Numbers	X		Subject to Board approval upon replacement.
Attic	X		
Cable/Satellite TV	X		Subject to Board approval.
Ceiling	X		
Circuit Breakers for Unit	X		
Common Area Amenities		X	
Door and Door Frames (Exterior)	X		Subject to Board approval upon replacement.
Door and Door Frames (Interior)	X		
Door Hardware/Doorbell	X		Subject to Board approval upon replacement.
Drains - Unit and Limited Common Area (Patio/Porch)	X		
Dryer Vent	X		
Electrical Wiring/Panels	X		
Exterior Wall Finishes	X		
Fencing - Project Perimeter		X	
Fencing - Lots and Limited Common Areas	X		Subject to Board/Design Review Committee approval.
Fireplace, Flue, and Vent Pipes - Cleaning and Repair	X		
Floor coverings	X		
Foundation - Structural	X		
Foundation - Cosmetic	X		

Furnace	X		
Garage Doors - Repair and Replacement	X		Subject to Board/Design Review Committee approval.
Gas Pipes (Meter to Unit interior)	X		
Hose Bib/Faucet/Spigot	X		
Hot Water Heater	X		
Insurance - Property	X		
Insurance - Loss Assessment	X		
Insurance - Deductible		X	Assess to Owners pro-rata according to losses.
Irrigation Lines/Heads - Common Area		X	
Landscaping - Common Areas		X	
Landscaping - Owner Maintained Areas/Limited Common Areas	X		
Lights - Exterior (Porch, Driveway, Garage, Wall Pack (Fixtures & Bulbs))	X		
Limited Common Area - Patios, Porches and Decks (Repair and Replacement)	X		
Limited Common Area - Driveways	X		
Mailbox and Stand/Structure	X		
Mailbox Lock and Key	X		
Paint - Exterior Walls and Trim	X		
Paint - Exterior Doors and Garage Doors	X		
Paint - Interior	X		
Patio Slab	X		
Pest Control - Interior	X		
Phone Lines	X		
Open Space		X	
Plumbing Valves and Pressure Regulators	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Main Line	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Leak	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Clogage	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Interior Pipes	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.

Rain Gutters - Cleaning, Repair, and Replacement	X		
Rain Gutters - Drains away from Building	X		
Roof Repair and Replacement	X		
Screen Doors	X		Subject to Board/Design Review Committee approval.
Sewage Disposal System – larger septic tank installed and connected in the Common Area, piping/sewer lines installed and connected in Common Area and private right of way leading to Common Area, any other system infrastructure installed in the Common Area		X	
Sewage Disposal System – low pressure grinder pump, Unit Septic Tank, piping/sewer lines that are installed and connected within the boundaries of Unit	X		
Sewer Pipes and Utilities	X		
Sidewalks and Paths on Common Areas		X	
Sliding Glass Doors	X		
Snow Removal - Limited Common Areas, Driveways, Porches and Sidewalks on Lots	X		
Snow Removal - Private Streets and Common Area Sidewalks		X	
Storm Drains		X	
Streetlights		X	
Streets - Private		X	
Termites, Pests, Rodents, Insects, etc.	X		
Trash	X		
Vent Covers - Exterior	X		
Water - Culinary or Owner Maintained Landscaping	X		
Water - Common Areas		X	
Weather Stripping	X		
Windows - Glass, Screens, Frames, Boxes, and Wells	X		Subject to Board/Design Review Committee approval.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by a duly authorized representative.

DATED as of the 12th day of June, 2024.

DECLARANT
CW THE SAGE, LLC
a Utah limited liability company,

By: CW SBR, LLC
a Utah limited liability company
Its: Manager

By: CW SBR Member, LLC,
a Utah limited liability corporation
Its: Manager

By: CW Urban, LLC,
a Utah limited liability corporation
Its: Manager

By: CW The Manager, LLC,
a Utah limited liability corporation
Its: Manager

By: *Darlene Carter*
Name: Darlene Carter
Its: CEO

STATE OF UTAH)
) ss.
COUNTY OF Davis)

On the 12th day of June, 2024, personally appeared before me Darlene Carter who by me being duly sworn, did say that she/he, through the above-referenced managing entities, is an authorized representative of CW The Sage, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]
Notary Public



PROPERTY LEGAL DESCRIPTION

The Sage

Parcel No.	Legal Description
211770001	ALL OF LOT 1, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770002	ALL OF LOT 2, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770003	ALL OF LOT 3, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770004	ALL OF LOT 4, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770005	ALL OF LOT 5, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770006	ALL OF LOT 6, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770007	ALL OF LOT 7, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770008	ALL OF LOT 8, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770009	ALL OF LOT 9, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770010	ALL OF LOT 10, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770011	ALL OF LOT 11, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770012	ALL OF LOT 12, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770013	ALL OF LOT 13, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770014	ALL OF LOT 14, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770015	ALL OF LOT 15, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770016	ALL OF LOT 16, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770017	ALL OF LOT 17, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
211770018	ALL OF LOT 18, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
PCV 211770021	ALL OF PRIVATE COMMON OPEN SPACE, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH.
PCV 211770024	ALL OF LOT 20, SAGE, HUNTSVILLE TOWN, WEBER COUNTY, UTAH. LESS AND EXCEPTING: PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOTS 19 AND 20, SAGES UNDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE RECORDED JULY 21, 2023 AS ENTRY NO. 3291656, IN BOOK 96 AT PAGE 05-07, SITUATE IN THE NORTHEAST QUARTER NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, FOR THE CONSTRUCTION OF IMPROVEMENTS INCIDENT TO THE SR-39, MP 19.36, CONSTRUCT ROUNDABOUT, KNOWN AS PROJECT NUMBER F-0039(43)19. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY BOUNDARY LINE OF SAID LOT 19, WHICH POINT IS ALSO ON THE EASTERLY RIGHT OF WAY LINE OF SR-39 (7800 EAST STREET), WHICH POINT IS ALSO 592.15 FEET WEST AND 2148.19 FEET NORTH 2174.08 FEET NORTH 01D38'36" WEST FROM THE WITNESS CORNER TO THE SOUTHEAST CORNER OF SAID SECTION 18, WHICH POINT IS ALSO 60.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID SR-39 (7800 EAST STREET) AT ENGINEER STATION 477+27.70, AND RUNNING THENCE ALONG SAID BOUNDARY AND RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES (1) NORTH 02D45'28" WEST (NORTH 02D42'54" WEST BY RECORD) 288.06 FEET, (2) NORTH 39D56'32" EAST 45.85 FEET (NORTH 39D56'32" EAST 45.65 FEET BY RECORD) TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 19 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID SR-39 (100 SOUTH STREET) THENCE ALONG THE BOUNDARY LINES OF SAID LOTS 19 AND 20 AND RIGHT OF WAY LINE SOUTH 88D46'33" EAST 489.06 FEET TO A POINT WHICH IS 33.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID SR-39 (100 SOUTH STREET) AT ENGINEER STATION 112+06.60; THENCE SOUTH 88D54'02" WEST 213.22 FEET TO A POINT WHICH IS 41.65 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM

THE CONTROL LINE OF SAID SR-39 (100 SOUTH STREET) AT ENGINEER STATION 109+93.55, THENCE SOUTH 82°42'30" WEST 162.41 FEET TO A POINT OF CURVATURE, WHICH POINT IS ALSO 65.70 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID SR-39 (100 SOUTH STREET) AT ENGINEER STATION 108+32.93, THENCE SOUTHWESTERLY 208.83 FEET ALONG THE ARC OF 140.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE 85°27'58" ACROSS OF WHICH BEARS SOUTH 39°58'31" WEST 190.00 FEET TO A POINT WHICH IS 75.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID SR-39 (7800 EAST STREET) AT ENGINEER STATION 478+69.25, THENCE SOUTH 02°45'28" EAST 56.49 FEET TO A POINT WHICH IS 75.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID SR-39 (7800 EAST STREET) AT ENGINEER STATION 478+12.77, THENCE SOUTH 07°14'32" WEST 86.38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE AT THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 16,888 SQUARE FEET OR 0.388 ACRE IN AREA, MORE OR LESS. (NOTE: ROTATE ABOVE BEARINGS 00°00'57" CLOCKWISE TO EQUAL PROJECT BEARINGS). (E#3317551) [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]