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Ent **149896** Bk **357** Pg **841**
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BRENDA NELSON, Recorder
MORGAN COUNTY
For: COTTONWOOD MEADOWS VILLAGE LLC

Tax Parcel Nos.

(Space above for Recorders Use Only)

**FIRST SUPPLEMENT AND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
MEADOW PARK WEST CONDOMINIUMS**

THIS FIRST SUPPLEMENT AND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR MEADOW PARK WEST CONDOMINIUMS (this “**Supplement**”) is entered into as of January 8, 2020 by Cottonwood Meadows Village, LLC, a Utah limited liability company incorrectly identified as “Cottonwoods Meadow Village, LLC” in the Declaration defined below (together with its successors and assigns, “**Declarant**”). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed that certain Declaration of Condominium for Meadow Park West Condominiums (the “**Declaration**”) and caused the same to be recorded in the office of the Morgan County Recorder on December 11, 2019 (the “**Original Recording Date**”) as Entry No. 149607 in Book 356 at Page 1264-1308.

B. Whereas the Declaration subjects that certain real property located in Morgan County, Utah and described on Exhibit “A” attached hereto to the provisions of the Act.

C. Whereas Article 17 of the Declaration provides that the Declaration may be amended by the Declarant prior to the sale of any Units in the Project.

D. Whereas the Declarant has not conveyed any of the Condominium Units in the Project and therefore owns one hundred percent (100%) of the Units and the votes in the

Association allocated thereto, together with one hundred percent (100%) the undivided interest in the Project's Common Elements appurtenant to such Units.

E. Whereas the Declaration was inadvertently recorded without the Association's Bylaws being inserted behind the applicable Exhibit page for Exhibit B, and Declarant desires to amend and supplement the Declaration as stated herein for the sole purpose of attaching the Association's Bylaws to the Declaration and correcting several inaccurate references to the Declarant's legal name and the name of the Association.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Declarant hereby declares and agrees as follows:

1. **Correction of Certain References to Declarant.** Certain provisions of the Declaration erroneously refer to Declarant as "Cottonwoods Meadow Village, LLC." All such references are hereby amended and replaced to correctly identify Declarant by Declarant's correct legal name: "Cottonwood Meadows Village, LLC".

2. **Correction to Name of Association.** Section 1.7 of the Declaration is hereby amended to define the "Association" as follows: "**Association.** Meadow Park at The Cottonwoods Condominium Association, Inc., a Utah nonprofit corporation, and its successors and assigns."

3. **Insertion of Bylaws--Exhibit B.** Exhibit B, attached to and forming a part of the Declaration, is hereby replaced with Exhibit B attached to and forming a part of this Supplement for the sole purpose of attaching the Association's Bylaws to the Declaration, which Bylaws are intended to be and shall be deemed to have been attached to the Declaration when such Declaration was originally recorded in the Office of the Morgan County Recorder.

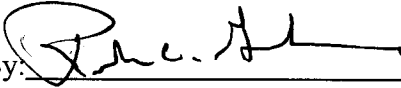
4. **Interpretation.** To the extent the terms of this Supplement modify or conflict with any provisions of the Declaration, the terms of this Supplement shall control. All other terms of the Declaration not modified by this Supplement shall remain the same and are hereby ratified and affirmed.

5. **Effective Date.** This Supplement will take effect when recorded in the official records of Morgan County, Utah, but shall be deemed to relate back to the Original Recording Date as if the Bylaws had in fact been attached to the Declaration when originally recorded.

ENTERED INTO AND AGREED TO on the first date set forth above.

“DECLARANT”

COTTONWOOD MEADOWS VILLAGE, LLC, a
Utah limited liability company

By: 

STATE OF UTAH)
) ss.
COUNTY OF Davis)



On this 9th day of January, 2020, before me, personally appeared Rulon C. Gardner, who acknowledged himself to be the Manager of Cottonwood Meadows Village, LLC, a Utah limited liability company, being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



NOTARY PUBLIC
Residing at: Layton, Utah

Exhibit A

Legal Description of the Land

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, located in Mountain Green, Utah, more particularly described as follows:

Beginning at the Southeast Corner of Stone Ridge, A P.U.D. Subdivision, said point being North 3581.01 feet and East 1437.68 feet to the Southwest Corner of Stone Ridge, A P.U.D. Subdivision, (also being the Northwest Corner of Cottonwood Meadows A P.U.D. Subdivision) and South 73°07'41" East 626.00 feet along the common line between Stone Ridge, A P.U.D. Subdivision and Cottonwood Meadows A P.U.D. Subdivision and South 35°54'02" East 67.42 feet along the common line between Stone Ridge, A P.U.D. Subdivision and Cottonwood Meadows A P.U.D. Subdivision and North 80°10'09" East 55.00 feet along common line between Stone Ridge, A P.U.D. Subdivision and Cottonwood Meadows A P.U.D. Subdivision from the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 30 (said section corner also called out on the Recorded Plat for Cottonwood Meadows A P.U.D. Subdivision as the CE 1/16 Corner of said Section 30), (Basis of Bearing being North 88°42'14" West 1342.03 feet between said Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 30, (also known as the CE 1/16 Corner of said Section 30) and the Center of said Section 30, and running;

thence North 09°49'51" West 149.67 feet along the Easterly Line of Stone Ridge, A P.U.D. Subdivision;
 thence Northeasterly 329.41 feet along the arc of a 222.50-foot radius tangent curve to the right (center bears North 80°10'09" East and the long chord bears North 32°34'56" East 300.14 feet with a central angle of 84°49'34") along the Easterly and Southerly Lines of Stone Ridge, A P.U.D. Subdivision;
 thence North 74°59'43" East 296.16 feet along the Southerly Line of Stone Ridge, A P.U.D. Subdivision;
 thence Easterly 323.98 feet along the arc of a 600.00-foot radius tangent curve to the right (center bears South 15°00'17" East and the long chord bears South 89°32'09" East 320.06 feet with a central angle of 30°56'16") along the Southerly Line of Stone Ridge, A P.U.D. Subdivision to a point of reverse curvature;
 thence Easterly 33.15 feet along the arc of a 230.00-foot radius curve to the left (center bears North 15°55'59" East and the long chord bears South 78°11'46" East 33.12 feet with a central angle of 08°15'29") along the Southerly Line of Stone Ridge, A P.U.D. Subdivision to a point of reverse curvature;
 thence Southeasterly 20.77 feet along the arc of a 15.00-foot radius curve to the right (center bears South 07°40'30" West and the long chord bears South 42°39'45" East 19.15 feet with a central angle of 79°19'30") along the Southerly Line of Stone Ridge, A P.U.D. Subdivision;
 thence South 03°00'00" East 4.31 feet along the Southerly Line of Stone Ridge, A P.U.D. Subdivision;
 thence North 87°00'00" East 55.00 feet along the Southerly Line of Stone Ridge, A P.U.D. Subdivision;
 thence Southerly 78.19 feet along the arc of a 172.50-foot radius non-tangent curve to the left (center bears North 86°59'59" East and the long chord bears South 15°59'09" East 77.52 feet with a central angle of 25°58'16");
 thence South 28°58'16" East 195.34 feet;
 thence Southerly 544.79 feet along the arc of a 627.50-foot radius tangent curve to the right (center bears South 61°01'44" West and the long chord bears South 04°05'58" East 527.84 feet with a central angle of 49°44'37");
 thence South 20°46'21" West 7.17 feet to a point on the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision;
 thence North 69°13'39" West 55.00 feet along the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision;
 thence Southwesterly 23.02 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North 69°13'38" West and the long chord bears South 64°44'21" West 20.83 feet with a central angle of 87°55'58") along the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision;
 thence North 71°17'40" West 19.51 feet along the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision;
 thence Westerly 88.88 feet along the arc of a 177.50-foot radius tangent curve to the left (center bears South 18°42'20" West and the long chord bears North 85°38'22" West 87.95 feet with a central angle of 28°41'24") along the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision to a point of reverse curvature;
 thence Westerly 507.59 feet along the arc of a 960.90-foot radius curve to the right (center bears North 09°59'04" West and the long chord bears North 84°51'06" West 501.71 feet with a central angle of 30°15'57") along the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision;
 thence North 69°43'07" West 166.17 feet along the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision;
 thence Westerly 116.00 feet along the arc of a 227.50-foot radius tangent curve to the left (center bears South 20°16'53" West and the long chord bears North 84°19'33" West 114.75 feet with a central angle of 29°12'51") along the Northerly Line of Cottonwood Meadows A P.U.D. Subdivision to a point of reverse curvature;
 thence Northwesterly 23.33 feet along the arc of a 15.00-foot radius curve to the right (center bears North 08°55'58" West and the long chord bears North 54°22'55" West 21.05 feet with a central angle of 89°06'07") along the Northerly and Easterly Lines of Cottonwood Meadows A P.U.D. Subdivision;
 thence North 09°49'51" West 179.28 feet along the Easterly Line of Cottonwood Meadows A P.U.D. Subdivision to the point of beginning.

Contains: 707,627 square feet or 16.245 acres.

Michael Herbst



EXHIBIT A
CONTINUED

Unit	Parcel	Serial
101	00-0086-4947	03-MEADPKW1-0101
102	00-0086-4948	03-MEADPKW1-0102
103	00-0086-4949	03-MEADPKW1-0103
104	00-0086-4950	03-MEADPKW1-0104
105	00-0086-4951	03-MEADPKW1-0105
106	00-0086-4952	03-MEADPKW1-0106
107	00-0086-4953	03-MEADPKW1-0107
108	00-0086-4954	03-MEADPKW1-0108
109	00-0086-4955	03-MEADPKW1-0109
110	00-0086-4956	03-MEADPKW1-0110
111	00-0086-4957	03-MEADPKW1-0111
A	00-0086-4958	03-MEADPKW1-A
OS	00-0086-4959	03-MEADPKW1-OS-1
OS	00-0086-4960	03-MEADPKW1-OS-2

EXHIBIT B

Bylaws of
Meadow Park at The Cottonwoods Condominium Association, Inc.
follows this cover sheet.

**BYLAWS
OF
MEADOW PARK AT THE COTTONWOODS CONDOMINIUM
ASSOCIATION, INC.**

**ARTICLE 1)
DEFINITIONS**

1.01 Declaration.

As used herein, "Declaration" means the Declaration of Condominium for Meadow Park West Condominiums, as the same may be amended from time to time, recorded in the Official Records of Morgan County, Utah.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2)
OFFICES**

The Association is a Utah nonprofit corporation, with its principal office located at 201 South Main Street, Suite 2015, Salt Lake City, Utah 94111.

**ARTICLE 3)
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Section 3.2 of the Declaration.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4)
ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Management Committee in the month of November in each year, or at such other date designated by the Management Committee, beginning with the year 2020, for the purpose of appointing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote twenty percent (20%) or more of the total votes of all Owners.

4.03 Place of Meeting.

The Management Committee may designate the Association's principal offices or any place within Morgan County, Utah, as the place for any annual meeting or for any special meeting called by the Management Committee.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Management Committee may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 5)
DECLARANT CONTROL

Declarant shall be entitled to control the Association as set forth in Section 4.1 of the Declaration.

ARTICLE 6)
MANAGEMENT COMMITTEE

6.01 Number and Election of Directors.

Directors shall be appointed, elected, and removed as set forth in Article 4 of the Declaration.

6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Management Committee (by reason of resignation or death) may be appointed by the Owner that appointed such Director as set forth in Article 4 of the Declaration. A vacancy occurring on the Management Committee created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.03 Regular Meetings.

Regular meetings of the Management Committee may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Management Committee from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Management Committee for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Management Committee is elected.

6.04 Special Meetings.

Special meetings of the Management Committee may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.05 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.06 Waiver of Notice.

Before, at, or after any meeting of the Management Committee, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Management Committee shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.07 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 7)
OFFICERS AND AGENTS

7.01 General.

The Officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by

the Bylaws or by the Management Committee, such Officer, agent, or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Management Committee may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

7.04 President.

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Management Committee. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

(a) keep the minutes of the proceedings of the Owners Meetings and of the Management Committee Meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;

(c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Management Committee;

(d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner, and, if such Unit is mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 8)
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS, AND LIEN HOLDERS

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 201 South Main Street, Suite 2015, Salt Lake City, Utah 94111. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 9)
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10)
AMENDMENTS

10.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Management Committee shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Management Committee or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 By Owners.

Subject to any rights conferred upon first Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 11)
MISCELLANEOUS

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Management Committee.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Condominium Project, which provisions are hereby incorporated herein by reference.

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