

6

DOC # 20220047672

Restrictive Page 1 of 6
Gary Christensen Washington County Recorder
10/25/2022 12:06:49 PM Fee \$ 40.00
By CW THE SOLIS LLC



When Recorded Return To:

CW The Solis, LLC
1222 W. Legacy Crossing Blvd. Ste. 6
Centerville, Utah 84014

**SUPPLEMENTAL DECLARATION
TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR COTTONWOOD COMMUNITY ASSOCIATION
(Solis Phase 1)**

This Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Cottonwood Community Association ("**Supplemental Declaration**") is executed and adopted by Cole West Home, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. This Supplemental Declaration shall supplement the Master Declaration of Covenants, Conditions, and Restrictions for Cottonwood Community Association ("**Declaration**") recorded with the Washington County Recorder's Office on September 21, 2022 as Entry No. 20220043764.

B. Cole West Home, LLC is the Declarant as identified and set forth in the Declaration.

C. CW The Solis, LLC is the owner of the Subject Property and consents to the terms of this Supplemental Declaration and its recording.

D. Under the terms of the Declaration, Declarant reserved the unilateral right to add additional land to the Project or define additional rights and use restrictions for Benefit Assessment Areas within the Project.

E. Declarant desires to confirm that the Subject Property is subject to the terms, covenants and restrictions contained in the Declaration and as hereinafter provided for.

F. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declaration.

TERMS AND RESTRICTIONS

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Submission. Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property

intended for use in connection therewith (collectively referred to herein as the “**Subject Property**”) is subject to the Declaration. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration, this Supplemental Declaration, and all supplements and amendments thereto.

2. Plat. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of this Supplemental Declaration, are more particularly set forth on the **SOLIS AT CORAL CANYON PHASE 1** plat, which plat map is recorded in the office of the Washington County Recorder.

3. Membership. The Owner of each Lot or parcel within the Subject Property shall be a member of the Cottonwood Community Association, (“Master Association”) and shall be entitled to all benefits and voting rights of such membership and shall be subject to the Declaration.

4. Assessments. Each Lot or Parcel within the Subject Property shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Declaration and shall be liable for all Assessments levied by the Master Association as permitted under the Declaration.

5. Benefit Assessment Area. In addition to the rights and obligations set forth in the Declaration and this Supplemental Declaration, all Lots, Dwellings, buildings, improvements, and structures situated on or comprising a part of the Subject Property shall hereinafter be considered the **Solis Benefit Assessment Area** (“Benefit Area”). The Benefit Area is established to govern and maintain facilities and/or amenities unique to the Benefit Area including, but not limited to, private streets, storm drainage improvements, structures, pools, parks, or any other Common or Limited Common Areas exclusive to the Benefit Area that are not maintained by Owners. Declarant reserves the right to add additional Lots and Plats to the Solis Benefit Assessment Area.

6. Master Association Maintenance of Benefit Area. In addition to the Master Association's general maintenance responsibilities described in the Declaration, and except as otherwise set forth in this Supplemental Declaration, the Master Association shall maintain, repair, and replace the following items and areas that are specific to the Benefit Area: (i) the Limited Common Areas and Common Areas appurtenant to the Benefit Area as defined in the Declaration and/or identified on the plats of the Benefit Area, including but not limited to all improvements and landscaping located thereon; (ii) any playground or other shared facilities that are for the exclusive use of the Benefit Area Owners; and (iii) all private lanes appurtenant to the Benefit Area and/or identified on the plats of the Benefit Area. The Master Association shall have the sole discretion to determine Limited Common Area boundaries if such boundaries are found ambiguous. If the maintenance responsibility for any item or facility is not specifically identified in this Supplemental Declaration or the Declaration, then the Master Association may allocate the maintenance responsibility to Owners or itself, in its sole discretion, through a Board resolution or similar document. All costs incurred for the maintenance described in this Section shall be part of the Benefit Area Expenses.

7. Benefit Area Assessments. In addition to Regular Assessments, the Master Association is authorized to levy Benefit Area Assessments to be allocated equally against all Lots within the Benefit Area to fund Benefit Area Expenses. Benefit Area Expenses shall include,

but shall not be limited to the costs for Master Association maintenance set forth in Section 6 above, shared common utilities of the Benefit Area, and any other actual or estimated expenses the Association incurs solely for the benefit of Owners within the Benefit Area including any reserves for capital repairs and replacements. All amounts collected as Benefit Area Assessments shall be expended solely for the benefit of the Owners within the Solis Benefit Assessment Area.

8. Owner Maintenance. Unless expressly assumed by the Master Association, each Owner shall have the obligation to maintain, replace, and repair all improvements of their Lot, Residence, and Limited Common Areas appurtenant to the Residence including, but not limited to: driveways, porches, decks, foundations, windows, doors, structural elements of the Residence, utility lines that solely service the Residence, all interior elements of the Residence, the exteriors of the Residences including exterior wall siding and finishes, roofs, gutters, down spouts, soffits, and fascia, and all appurtenant electrical, plumbing, heating, ventilating, and air conditioning systems serving the Residence. If applicable, Owners shall be responsible to maintain, repair, and replace fences on the boundaries of their Lots or the Limited Common Areas serving their respective Lots. Fence maintenance costs shall be borne pro rata by all Owners bounded or benefitted thereby.

9. Maintenance Neglect. The Master Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot or Residence for the purpose of maintaining and repairing such Lot or Residence if the Owner fails to perform its maintenance responsibilities in the sole discretion of the Master Association. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot.

10. Common Area. All Common Areas, Limited Common Areas, open spaces, civic spaces, and private streets indicated on the plat map shall be owned by the Master Association.

11. Conflicts. To the extent that the terms or provisions of this Supplemental Declaration conflict or are inconsistent with the terms and provisions of the Declaration, the terms and provisions of this Supplemental Declaration shall control. The Declarant hereby ratifies the terms of the Declaration, as amended by this Supplemental Declaration, and acknowledges that, except as herein modified, the Declaration shall remain in full force and effect in accordance with its terms.

12. Amendment. The information and requirements set forth in this Supplemental Declaration may be unilaterally amended by the Declarant, or altered pursuant to the rights and terms provided to the Declarant and/or Master Association for amendment of the Declaration.

13. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Project reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the terms, provisions and limitations set forth in the Declaration.

14. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Washington County Recorder.

* * * *

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 24TH day of OCTOBER, 2022.

DECLARANT
COLE WEST HOME, LLC
a Utah limited liability company

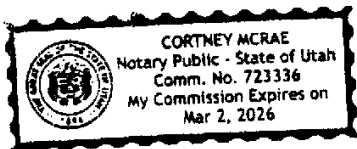
By: 

Name: Chris Winter

Title: Authorized Agent

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 24TH day of OCTOBER, 2022, personally appeared before me CHRIS WINTER who by me being duly sworn, did say that she/he is an authorized representative of Cole West Home, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: 

IN WITNESS WHEREOF, the owner of the Subject Property consents to the terms and restrictions of the Supplemental Declaration this 24 day of OCTOBER, 2022.

SUBJECT PROPERTY OWNER
CW THE SOLIS, LLC
a Utah limited liability company

By: Chris Winter

Name: Chris Winter

Title: Authorized Agent

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 24th day of OCTOBER, 2022, personally appeared before me CHRIS WINTER who by me being duly sworn, did say that she/he is an authorized representative of CW The Solis, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: CM

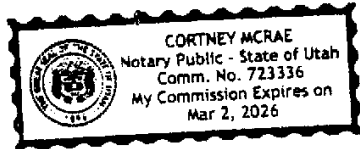


EXHIBIT A
SUBJECT PROPERTY
(Legal Description)

All of **SOLIS AT CORAL CANYON PHASE 1**, according to the official plat on file in the office of the Washington County Recorder.

Including Lots: 1 through 40 and HOA Tracts "A" through "E"

More particularly described as:

BEGINNING AT A POINT BEING SOUTH $00^{\circ}32'42''$ EAST 1,022.12 FEET ALONG THE CENTER SECTION LINE AND EAST 265.66 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE SOUTH $81^{\circ}01'28''$ EAST 113.20 FEET;
THENCE NORTH $08^{\circ}58'32''$ EAST 15.56 FEET;
THENCE NORTH $84^{\circ}31'48''$ EAST 66.62 FEET;
THENCE SOUTHEAST 37.80 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH $84^{\circ}23'49''$ EAST, LONG CHORD BEARS SOUTH $37^{\circ}42'38''$ EAST 34.30 FEET WITH A CENTRAL ANGLE OF $86^{\circ}37'39''$);
THENCE SOUTH $81^{\circ}01'28''$ EAST 82.56 FEET;
THENCE EAST 8.08 FEET ALONG AN ARC OF A 172.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH $08^{\circ}58'32''$ EAST, LONG CHORD BEARS SOUTH $82^{\circ}22'00''$ EAST 8.08 FEET WITH A CENTRAL ANGLE OF $02^{\circ}41'04''$);
THENCE SOUTH $06^{\circ}17'28''$ WEST 130.33 FEET;
THENCE SOUTH $09^{\circ}02'10''$ WEST 357.13 FEET;
THENCE SOUTH $10^{\circ}17'26''$ EAST 112.43 FEET;
THENCE SOUTH $15^{\circ}37'06''$ EAST 26.22 FEET;
THENCE SOUTH $53^{\circ}08'47''$ EAST 97.90 FEET;
THENCE NORTH $45^{\circ}58'06''$ EAST 175.32 FEET;
THENCE NORTHEAST 42.16 FEET ALONG AN ARC OF A 77.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH $44^{\circ}01'54''$ WEST, LONG CHORD BEARS NORTH $30^{\circ}23'05''$ EAST 41.64 FEET WITH A CENTRAL ANGLE OF $31^{\circ}10'02''$);
THENCE NORTH $14^{\circ}48'04''$ EAST 162.89 FEET;
THENCE SOUTH $75^{\circ}11'56''$ EAST 150.00 FEET;
THENCE SOUTH $14^{\circ}48'04''$ WEST 23.26 FEET;
THENCE SOUTH $75^{\circ}11'56''$ EAST 95.18 FEET;
THENCE SOUTH $17^{\circ}42'52''$ WEST 3.50 FEET;
THENCE SOUTH $14^{\circ}48'04''$ WEST 33.98 FEET;
THENCE SOUTH $75^{\circ}11'56''$ EAST 96.19 FEET;
THENCE SOUTH $13^{\circ}12'27''$ WEST 25.56 FEET TO THE NORTHERLY CORNER OF HIGHLAND PARK PHASE 1 AT THE CORAL CANYON COMMUNITY AS FOUND AT THE WASHINGTON COUNTY RECORDER'S OFFICE;
THENCE SOUTHWESTERLY THE FOLLOWING (3) COURSES ALONG THE NORTHERLY LINE OF SAID HIGHLAND PARK PHASE 1 AT THE CORAL CANYON COMMUNITY;
THENCE SOUTHWEST 264.03 FEET ALONG AN ARC OF A 467.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH $81^{\circ}54'29''$ WEST, LONG CHORD BEARS SOUTH $24^{\circ}16'17''$ WEST 260.54 FEET WITH A CENTRAL ANGLE OF $32^{\circ}21'32''$);
THENCE SOUTH $40^{\circ}27'03''$ WEST 267.97 FEET;
THENCE SOUTH $72^{\circ}56'16''$ WEST 685.35 FEET;
THENCE NORTH $40^{\circ}28'45''$ WEST 327.21 FEET;
THENCE NORTH $46^{\circ}25'46''$ WEST 171.31 FEET;
THENCE NORTH $04^{\circ}14'38''$ WEST 576.08 FEET;
THENCE NORTH $13^{\circ}25'06''$ WEST 148.88 FEET;
THENCE NORTH $76^{\circ}34'54''$ EAST 541.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 993,768 SQUARE FEET OR 22.81 ACRES.

Parcel Numbers: Not yet assigned