

When Recorded Return To:

Cole West Home, 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  
(Rise Phases 1A & 1B)**

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 Rise, 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 **RISE AT CORAL CANYON PHASE 1A** and **RISE AT CORAL CANYON PHASE 1B** plats, which plat maps are 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 **Rise 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, amenities, 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 Rise 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, sports court, pool or other shared facilities that are for the exclusive use of the Benefit Area Owners; and (iii) the private roads and 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. A maintenance allocation chart has been attached hereto as Exhibit B, which further defines and allocates Master Association and

Owner maintenance, repair, and replacement responsibilities.

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 Rise Benefit Assessment Area to fund Rise 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, property insurance for attached Dwellings, 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 Rise plat map shall be owned by the Master Association.

11. Leasing Rights. The Lots in the Rise Benefit Assessment Area shall be exempt from any and all leasing restrictions imposed by the Master Association or contained in the Declaration, including Section 11.10 thereof. The Owners of the Rise Benefit Assessment Lots shall have the right to lease their Dwellings for any period of time, including short-term nightly rentals. There shall be no cap on the number or percentage of Lots or Dwellings that may be leased within this Benefitted Area. The leasing rights designated herein shall be perpetual rights that shall run with all Lots within the Rise Benefit Assessment Area and may not be diminished, rescinded or terminated by an amendment to the Declaration or this Supplemental Declaration without the written consent of at least sixty-seven percent (67%) of the Rise Benefit Assessment Area Lots, in addition to the required vote for amending the Declaration. Accordingly, the leasing rights contained in this Section shall be deemed to be fully incorporated into any future amended version of the Declaration, regardless of whether such terms are explicitly stated therein. The voting rights granted to Rise Benefit Assessment Area Lot Owners by this Section are voting rights appurtenant to such Lots and as such are

exempt from the governing document amendment limitations contained in Utah Code § 57-8a-104(1)(a).

12. Easements. The Lot Owners hereby grant and convey to all other Owners that are part of the Benefit Area a permanent and nonexclusive easement over and across the sidewalks located on their Lot for the use, access, and enjoyment of all other Benefit Area Owners and their successors and assigns. This easement is granted as a benefit and right appurtenant to ownership of a Lot within the Benefit Area and shall not be separated therefrom. Each Owner of an attached Residence hereby acknowledges and agrees that a party wall or shared roof may presently encroach upon or overlap the Owner's Lot. Each Owner hereby grants to the adjoining Owner of the other Lot that shares the party wall, or shared roof, an easement over and upon its Lot for the purpose of maintaining the party wall and shared roof. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance of the party wall and shared roof and the performance of each Owner's obligation to maintain and repair the attached Residence structure.

13. 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.

14. 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.

15. 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. Declarant shall retain the right to supplement or clarify the terms of this Supplemental Declaration through Board resolutions or adoption of Master Association Rules.

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

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**EXHIBIT A**  
**SUBJECT PROPERTY**  
**(Legal Description)**

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

Including: Units 1 through 42

More particularly described as:

BEGINNING AT A POINT THAT LIES SOUTH 01°05'53" WEST 1,401.26 FEET ALONG THE SECTION LINE AND WEST 1,344.09 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNINING THENCE SOUTH 35°14'24" WEST 78.64 FEET; THENCE SOUTH 21°00'23" WEST 50.00 FEET; THENCE NORTH 68°59'37" WEST 50.04 FEET; THENCE WESTERLY ALONG A 367.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 21°00'23" WEST) THROUGH A CENTRAL ANGLE OF 18°59'36", A DISTANCE OF 121.66 FEET; THENCE SOUTH 04°24'20" EAST 137.32 FEET; THENCE SOUTH 87°27'28" WEST 176.79 FEET; THENCE SOUTH 82°51'12" WEST 60.12 FEET; THENCE SOUTH 44°50'45" WEST 62.62 FEET; THENCE NORTH 48°57'51" WEST 223.31 FEET TO THE SOUTHEASTERLY LINE OF TELEGRAPH STREET AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND A 1,744.48 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 48°57'51" EAST) THROUGH A CENTRAL ANGLE OF 10°14'47", A DISTANCE OF 311.97 FEET; THENCE NORTH 51°16'56" EAST ALONG SAID SOUTHEASTERLY LINE 531.70 FEET; THENCE SOUTH 39°18'33" EAST 77.48 FEET; THENCE NORTH 50°30'55" EAST 78.87 FEET; THENCE SOUTH 39°29'05" EAST 123.10 FEET; THENCE SOUTH 50°30'55" WEST 65.14 FEET; THENCE SOUTH 47°43'12" WEST 19.45 FEET; THENCE SOUTH 43°02'58" WEST 113.25 FEET; THENCE SOUTH 21°30'35" WEST 27.50 FEET; THENCE SOUTH 07°11'17" EAST 48.63 FEET; THENCE: SOUTH 07°25'42" WEST 114.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.76 ACRES

**Parcel Numbers: Not yet assigned**

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

Including: Units 43 through 68

More particularly described as:

BEGINNING AT A POINT THAT LIES SOUTH 01°05'53" WEST 1,370.95 FEET ALONG THE SECTION LINE AND WEST 1,003.01 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING, THENCE SOUTH 30°22'04" WEST 44.81 FEET; THENCE SOUTH 17°46'08" WEST 228.70 FEET; THENCE SOUTH 30°42'42" WEST 74.94 FEET; THENCE

SOUTH 71°04'53" WEST 63.82 FEET; THENCE NORTH 86°57'51" WEST 140.23 FEET; THENCE NORTH 65°24'07" WEST 179.28 FEET; THENCE NORTH 70°18'41" WEST 69.73 FEET TO THE EASTERLY LINE OF RISE AT CORAL CANYON PHASE 1A; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING ELEVEN (11) COURSES: 1) NORTH 04°24'20" WEST 137.32 FEET, 2) EASTERLY ALONG A 367.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 02°00'47" WEST) THROUGH A CENTRAL ANGLE OF 18°59'36", A DISTANCE OF 121.66 FEET, 3) SOUTH 68°59'37" EAST 50.04 FEET, 4) NORTH 21°00'23" EAST 50.00 FEET, 5) NORTH 35°14'24" EAST 78.64 FEET, 6) NORTH 07°25'42" EAST 114.60 FEET, 7) NORTH 07°11'17" WEST 48.63 FEET, 8) NORTH 21°30'35" EAST 27.50 FEET, 9) NORTH 43°02'58" EAST 113.25 FEET, 10) NORTH 47°43'12" EAST 19.45 FEET, AND 11) NORTH 50°30'55" EAST 65.14 FEET; THENCE SOUTH 39°29'05" EAST 127.83 FEET; THENCE SOUTH 50°30'11" WEST 75.81 FEET; THENCE SOUTH 35°25'10" EAST 66.72 FEET; THENCE SOUTH 52°02'18" EAST 151.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.26 ACRES

**Parcel Numbers: Not yet assigned**



**EXHIBIT B**

**MAINTENANCE ALLOCATION CHART  
 RISE BENEFIT ASSESSMENT AREA**

| ITEM  | HOA | UNIT OWNER | NOTES  |
|---|-----|------------|--|
| GENERAL NOTE  |     |            | Shared items are to be resolved between the Owners involved in use of the item.            |
| A/C Pad & Unit  |     | X          |  |
| Address Numbers   |     | X          |  |
| Attic   |     | X          |  |
| Cable/Satellite TV                                      |     | X          |  |
| 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          |  |
| Drains – Dwelling & Limited Common patio/porch          |     | X          |  |
| Dryer Vent Cleaning                                     |     | X          |  |
| Electrical Wiring/Panel                                 |     | X          |  |
| Exterior Wall Finishes (Rock/Stucco/Siding/Brick, etc.) |     | X          |  |
| Fences – around rear patio/Limited Common Area          |     | X          |  |
| Fences – Common Area & Project perimeter                | X   |            |  |
| Fireplace, Flue, & Vent Pipes – Cleaning & Repair       |     | X          |  |
| Floor Coverings   |     | X          |  |
| Foundation – Structural                                 |     | X          |  |
| Foundation – Cracks, cosmetic                           |     | X          |  |
| Front Landing/Porch                                     |     | X          |  |
| Furnace   |     | X          |  |
| Garage Doors – repair & replacement (all components)    |     | X          | Subject to Board approval upon replacement   |
| Gas Pipes (from meter to inside Dwelling)               |     | X          |  |
| Hose Bib/Faucet/Spigot                                  |     | X          |  |
| Hot Water Heater  |     | X          |  |
| Insurance Coverage – Property (attached buildings)      | X   |            |  |
| Insurance Coverage - HO6 Policy                         |     | X          |  |
| Insurance Coverage - loss assessment                    |     | X          |  |
| Insurance Deductible                                    | X   | X          | Assessed to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility. |
| Irrigation Lines / Heads – Common Area landscape        | X   |            |  |
| Landscape – Common Area                                 | X   |            |  |
| Landscape – Owner maintained fenced yard area           |     | X          | If applicable  |
| Lights – eaves, porch & garage fixtures & bulbs         |     | X          | Fixture replacement subject to Board approval  |
| Limited Common Area – patios, porches, decks, stairs &  |     | X          |  |

|  |   |   |   |
|--|---|---|---|
| sidewalks, driveways - repair and replacement  |   |   |   |
| Limited Common Area – patios, porches, decks, stairs & sidewalks, driveways - clean and snow removal |   | X |   |
| Mailbox & Stand/Structure  |   | X | Or USPS as applicable   |
| Mailbox Lock & Key   |   | X | Or USPS as applicable   |
| Paint - exterior wall surfaces and trim finishes   |   | X |   |
| Paint – exterior doors, garage doors, windows  |   | X |   |
| Paint - Interior   |   | X |   |
| Patio Slab   |   | X |   |
| Pest Control Interior & Exterior   |   | X |   |
| Phone Lines  |   | X |   |
| Playgrounds & Open Space   | X |   |   |
| Plumbing Valves, Pressure Regulator  |   | X | Point of connection/Meter to the unit – Owner<br>Before point of connection/Meter – HOA |
| Plumbing Main Line   |   | X | Point of connection/Meter to the unit – Owner<br>Before point of connection/Meter – HOA |
| Plumbing Leak  |   | X | Point of connection/Meter to the unit – Owner<br>Before point of connection/Meter – HOA |
| Plumbing – clogging/stoppage   |   | X | Point of connection/Meter to the unit – Owner<br>Before point of connection/Meter – HOA |
| Plumbing Pipes Inside Unit   |   | X |   |
| Rain Gutters – clean-out, repair, replacement  |   | X | Owners shall be responsible to clean gutters  |
| Rain Gutters - drains away from building   |   | X |   |
| Roof – leaks, repair & replacement   |   | X |   |
| Screen Doors   |   | X | Must be approved by Board   |
| Sewer pipes & utilities – serving a single Dwelling  |   | X |   |
| Sewer pipes & utilities – to more than one Dwelling  |   | X | Responsibility shared by Owners in use unless handled by municipality or others         |
| Shutters, exterior window trim   |   | X |   |
| Sidewalks and paths on Common Areas  | X |   |   |
| Sliding Glass Doors  |   | X |   |
| Storm Drains   | X |   |   |
| Street Lights  | X |   | Unless handled by municipality or others  |
| Streets – private (excluding approach to garage)   | X |   |   |
| Termites, pests, rodents, insects, etc.  |   | X |   |
| Trash  |   | X | If municipality allows  |
| Utility Doors  |   | X |   |
| Vent Covers - exterior   |   | X |   |
| Wall - bearing interior wall   |   | X |   |
| Wall - partition interior wall   |   | X |   |
| Water – culinary   |   | X | Unless collectively metered   |
| Water – Common Area landscape  | X |   |   |
| Weather Stripping  |   | X |   |
| Windows – glass, screens, frames, boxes  |   | X | Subject to Board approval upon replacement  |