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Amended Restrictive Covenants Page 1 of 13
Gary Christensen Washington County Recorder
12/20/2024 01:38:44 PM Fee \$ 144.00
By COLE WEST HOME LLC



When Recorded Return To:
Cole West Home, LLC
610 N 800 W
Centerville, Utah 84014

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR COTTONWOOD COMMUNITY ASSOCIATION**

(Rise Phases 1A & 1B)

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

RECITALS

A. This Amended Supplemental Declaration affects the real property located in Washington County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

B. This Amended 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.

C. The Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Cottonwood Community Association was recorded in the office of the Washington County Recorder on July 12, 2023, as Entry Number 20230020781 ("**Initial Supplemental Declaration**").

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

E. Under the terms of the Declaration and Section 14 of the Initial Supplemental Declaration, Declarant reserved the unilateral right to amend the Initial Supplemental Declaration, during the Control Period. As of the date of the recording of this Amended Supplemental Declaration, the Control Period remains in effect.

F. The Declarant desires to amend the Initial Supplemental Declaration as set forth herein to impose short-term leasing restrictions and amend the maintenance obligations.

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

TERMS AND CONDITIONS

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 Amended 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 Amended 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 at Document ID Numbers 20230028814 and 202300287983.

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. **Rise Benefit Area.** In addition to the rights and obligations set forth in the Declaration and this Amended Supplemental Declaration, all Lots, Dwellings, buildings, improvements, and structures situated on or comprising a part of the Subject Property shall be part of the “**Rise Benefit Area**”. The Rise Benefit Area was established to provide funding for the costs to govern and maintain facilities and/or amenities unique to the Rise 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 Rise Benefit Area that are not maintained by Owners. Declarant reserves the right to add additional Lots and Plats to the Rise Benefit Area.

6. **Master Association Maintenance of Rise Benefit Area.** In addition to the Master Association’s general maintenance responsibilities described in the Declaration, and except as otherwise set forth in this Amended Supplemental Declaration, the Master

Association shall maintain, repair, and replace the following items and areas that are specific to the Rise Benefit Area: (i) the Limited Common Areas and Common Areas appurtenant to the Rise Benefit Area as defined in the Declaration and/or identified on the plats of the Rise Benefit Area, including but not limited to all improvements and landscaping located thereon; (ii) any playground, sports court, pool, clubhouse, or other shared facilities that are for the exclusive use of the Rise Benefit Area Owners; and (iii) all private roads and lanes appurtenant to the Rise Benefit Area and/or identified on the plats of the Rise 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 Amended 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 Rise 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. Rise Benefit Area Assessments. In addition to Regular Assessments, the Master Association is authorized to levy Rise Benefit Area Assessments to be allocated equally against all Lots within the Rise Benefit Area to fund Rise Benefit Area Expenses. Rise 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 Rise 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 Rise Benefit Area including any reserves for capital repairs and replacements. All amounts collected as Rise Benefit Area Assessments shall be expended solely for the benefit of the Owners within the Rise Benefit 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 terms and restrictions of Section 11.10 of the Declaration shall be modified as set forth in this Section for all Lots within the Rise Benefit Area. The leasing and Non-Owner Occupancy of all Lots in the Rise Benefit Area shall be governed by this Section and any Rules and procedures adopted as allowed in this Section.

(a) Definitions. For the purposes of this Section:

(i) **“Non-Owner Occupied”** means: (1) for a Lot owned in whole or in part by a natural individual or individuals, the Lot is occupied by someone, but no individual Owner occupies the Lot as the individual Owner’s primary residence; or (2) for a Lot owned entirely by one or more entities or trusts, the Lot is occupied by anyone who does not have a 25% or greater share of ownership of the entity or 25% or greater share of the beneficial interest of the trust.

(b) Requirements for Leasing and Non-Owner Occupancy. The Owners of all Leased or Non-Owner Occupied Lots must comply with the following provisions:

(i) Any lease or agreement for allowable Non-Owner Occupancy shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease agreement. If a lease agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease agreement and binding on the Owner and the Occupant.

(ii) Any lease or agreement for allowable Non-Owner Occupancy must be for an initial term of at least one (1) year. A Non-Owner Occupant may not occupy any Lot for transient, short-term, hotel, resort, vacation, Airbnb, or seasonal use (whether for pay or not). Except as a guest of an Owner, daily and weekly occupancy by Non-Owner Occupants is prohibited (whether for pay or not).

(iii) No Owner may lease individual rooms or less than the entire Dwelling.

(iv) The Board is authorized to adopt further rules related to Non-Owner Occupied Lots and the Occupants of those Lots. Such rules may include but are not limited to: requiring copies of lease or other agreements for Non-Owner Occupancy to be delivered to the Association; requiring informational forms to be filled out by Owners and/or Occupants’ identifying Non-Owner Occupants, vehicles, phone numbers, etc.; or any other

reasonable administrative provisions the Board deems appropriate to enforce the requirements of this Section and the Governing Documents.

(c) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Lot shall be responsible for all Non-Owner Occupants' and any guests' compliance with the Governing Documents and shall be jointly and severally liable for any violations thereof.

(d) Violations.

(i) If a Lot is leased or occupied in violation of any provision of this Section, the Board may assess fines against the Owner pursuant to a schedule of fines adopted by the Board.

(ii) If a Lot is leased or occupied in violation of any provision of this Section, (regardless of whether any fines have been imposed) the Board may proceed with any available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant.

(iii) If the Board determines that a Non-Owner Occupant has violated a provision of the Governing Documents, the Board may require an Owner to terminate a lease agreement with such Occupant.

(iv) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

(v) Fines, charges, and expenses incurred in enforcing the Association's Governing Documents with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), shall be an individual assessment against the Owner and Lot which may be collected and foreclosed on by the Association.

12. Accessory Dwelling Units. External accessory dwelling units are prohibited within the Rise Benefit Area. Internal accessory dwelling units may only be leased to the extent permitted by, and in accordance with all requirements of the laws and ordinances of the governing municipality and the terms of the Declaration and this Amended Supplemental Declaration. In addition, Owners must construct at least one additional parking space to serve the internal accessory dwelling unit in addition to the parking

spaces required by applicable zoning for the Dwelling. If at any time the Owner fails to occupy the Lot as their primary dwelling, then the Owner shall be prohibited from renting the internal accessory dwelling unit separately from the main Dwelling. The Association shall have the authority to adopt additional Rules governing the parking on Lots with internal accessory dwelling units and Rules for other necessary regulations to minimize undesirable impacts on the Project caused by use of internal accessory dwelling units, including but not limited to restrictions on use of Common Areas.

13. Easements. The Lot Owners hereby grant and convey to all other Owners that are part of the Rise 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 Rise 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 Rise 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.

14. Signs. The Association may regulate and restrict signs in the Project to the extent permitted by law in the Rules. Signs may only be erected or maintained in the Project, whether in a window or otherwise, with the prior written approval of the Board. The Board may regulate signs in any manner it deems appropriate including, but not limited to, restrictions on size, placement, and lighting. The Association shall have the right to install and maintain such directional, directory, and monument signs as the Board deems reasonably necessary and appropriate for the Project. For purposes of this Declaration, "sign" will include any graphics or adornment added to a Unit that alters the Unit from the original external appearance.

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

16. Amendment. The information and requirements set forth in this Amended 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 during the Control Period. Following the expiration of the Control Period, the terms and restrictions of this Amended Supplemental Declaration may be amended through obtaining the written consent of at least sixty-seven percent (67%) of the Rise Benefit Area Lots, and unanimous vote of the Board members.

17. 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 Amended Supplemental Declaration through Board resolutions or adoption of Master Association Rules.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has executed this Amended Supplemental Declaration this 20th day of December, 2024.

DECLARANT

COLE WEST HOME, LLC
a Utah limited liability company

By: [Signature]
Name: JACKIE WALKINGTON

Title: V.P OF SALES AND MARKETI

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 20th day of December, 2024, personally appeared before me JACKIE WALKINGTON 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: ASPEN ELIZABETH TERRY

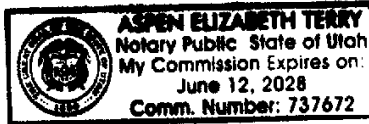


EXHIBIT A

SUBJECT PROPERTY

(Legal Description)

All of **RISE AT CORAL CANYON PHASE 1A**, according to the official plat filed in the office of the Washington County Recorder on September 25, 2023, as Entry Number 20230028814.

Parcel Numbers: W-RACC-1A-1 through W-RACC-1A-42

All of **RISE AT CORAL CANYON PHASE 1B**, according to the official plat on filed in the office of the Washington County Recorder on September 26, 2023, as Entry Number 20230028983.

Parcel Numbers: W-RACC-1B-43-CC through W-RACC-1B-68-CC

**EXHIBIT B
MAINTENANCE ALLOCATION CHART RISE BENEFIT 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 & sidewalks, driveways - repair and replacement		X	
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 Before point of connection/Meter – HOA
Plumbing Main Line		X	Point of connection/Meter to the unit – Owner Before point of connection/Meter – HOA
Plumbing Leak		X	Point of connection/Meter to the unit – Owner Before point of connection/Meter – HOA
Plumbing – clogging/stoppage		X	Point of connection/Meter to the unit – Owner 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		
Streetlights	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