

Declaration Page 1 of 16

Gary Christensen Washington County Recorder
 01/10/2025 04:47:36 PM Fee \$222.00 By
 COTTONWOOD TITLE INSURANCE AGENCY,
 INC.

When Recorded Return To:

CW The Island, LLC DBA Isle at Coral Canyon
 610 N 800 W
 Centerville, Utah 84014

Affecting Parcel No(s): W-ICC-1-1-CC to and including W-ICC-1-3-CC; W-ICC-1-61-CC to and including W-ICC-1-77-CC; W-ICC-1-84-CC to and including W-ICC-1-91-CC; W-ICC-1-AMENITY-A-CC; W-ICC-1-OPEN-A-CC; W-ICC-1-OPEN-B-CC; W-ICC-1-COMMON-CC; W-ICC-2-4-CC to and including W-ICC-2-39-CC; W-ICC-2-OPEN-A-CC; W-ICC-2-COMMON-CC; W-ICC-2-COMMON-B-CC; W-ICC-3-40-CC to and including W-ICC-3-60-CC; W-ICC-3-78-CC to and including W-ICC-3-83-CC; W-ICC-3-OPEN-A-CC; W-ICC-3-COMMON-CC; W-ICC-3-COMMON-C-CC

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

Isle at Coral Canyon Phases 1-3

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

RECITALS

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

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

C. CW The Island, LLC, DBA Isle at Coral Canyon is the owner of the Subject Property and consents to the terms of this Supplemental Declaration and its recording.

D. Under sections 15.2 and 15.3 of the Declaration, the 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. The 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.** The 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 property described in Paragraph 1 of this Supplemental Declaration, 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 ISLAND AT CORAL CANYON PHASE 1** plat, which plat map is recorded with the Washington County Recorder’s Office on December 18, 2024, as Document Number 20240040062, **THE ISLAND AT CORAL CANYON PHASE 2** plat, which plat map is recorded with the Washington County Recorder’s Office on November 6, 2024, as Document Number 20240035446, and **THE ISLAND AT CORAL CANYON PHASE 3** plat, which plat map is recorded with the Washington County Recorder’s Office on November 6, 2024, as Document Number 20240035447 (collectively, the “**Plat**”).

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

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. **Isle 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 Isle Benefit Assessment Area (the “**Isle Benefit Area**”). The Isle Benefit Area is established to govern and maintain facilities and/or amenities unique to the Isle 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 Isle Benefit Area that are not maintained by Owners. The Declarant reserves the right to add additional Lots and Plats to the Isle Benefit Area.

6. Master Association Maintenance of Isle 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 Isle Benefit Area: (i) the Common Areas appurtenant to the Isle Benefit Area as defined in the Declaration and/or identified on the Plat, 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 Isle Benefit Area Owners; and (iii) all private lanes appurtenant to the Isle Benefit Area and/or identified on the Plat. 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. 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. All costs incurred for the maintenance by the Master Association described in this Section and as allocated to the Master Association on Exhibit B shall be part of the Isle Benefit Area Expenses.

7. Isle Benefit Area Assessments. In addition to Regular Assessments, the Master Association is authorized to levy Isle Benefit Area Assessments to be allocated equally against all Lots within the Isle Benefit Area to fund the expenses of the Isle Benefit Area ("**Isle Benefit Area Expenses**"). Isle 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 Isle Benefit Area, and any other actual or estimated expenses the Master Association incurs solely for the benefit of Owners within the Isle Benefit Area including any reserves for capital repairs and replacements. All amounts collected as Isle Benefit Area Assessments shall be expended solely for the benefit of the Owners within the Isle Benefit Area.

8. Owner Maintenance. Unless expressly assumed by the Master Association or as detailed on Exhibit B, 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, cosmetic issues in foundations, windows, doors, structural elements of the Residence, gutters, utility lines that solely service the Residence, all interior elements of the Residence, and all appurtenant electrical, plumbing, heating, ventilating, and air conditioning systems serving the Residence.

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 Master Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot and due to the Master Association by only the Owner of such Lot.

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

11. Leasing Rights. In accordance with Section 11.10 of the Declaration, the Association wishes to establish leasing rights for the Isle Benefit Area. For purposes of this Supplemental Declaration “leasing” is defined as regular, exclusive occupancy of a Dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity. The Dwelling, if leased, may be leased only in its entirety (e.g., separate rooms within the same Dwelling may not be separately leased). All leases shall be in writing, must require that tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents, and that any failure to comply shall be a default under the lease. If a lease agreement does not include this provision, it shall nonetheless be deemed to be part of the lease agreement and binding on the Owner and tenant. Within ten days of the lease being signed, an Owner shall notify their Leasing Manager of any lease longer than one month, and provide the names and contact information for all adult tenants, reporting of vehicle information, and any additional information deemed necessary by Board. The Owner must provide the tenant with copies of the Governing Documents. The Board may adopt additional reasonable Use Restrictions and rules regulating leasing and subleasing. The restrictions on lease terms set forth in this Section shall not apply to Lots that the Declarant owns.

(a) Long-Term Leasing. For the purposes of this section, “Long-Term” shall mean any occupancy of a Dwelling for six (6) months or more. Long-Term occupants of a Lot, Unit, or Dwelling shall be considered residents and shall have access and use privileges to the Common Areas and Common Amenities in the same manner as occupying Owners, so long as the Association has received all contact information and any other information required by this Declaration or in the Rules. Owners engaged in Long-Term Leasing of their Lot, Unit, or Dwelling are deemed to have waived their right to use the Common Areas (except for attending Association meetings or necessary management of the property) as such rights shall be automatically transferred to the Long-Term tenants. If an Owner desires to retain the right to use the Common Area amenities in the Project during the Long-Term Lease of a Dwelling, then the Association may charge the Owner a fee for such use.

(b) Short-Term Leasing. To ensure the continuing operation of the Community at a first-class standard, and to ensure the proper and coordinated operation of the Community’s amenities and Common Areas, all of the following apply to Short-Term Leases in the Community:

i. For the purposes of this section, “Short-Term Leasing” shall mean any occupancy of a Lot, Unit, or Dwelling by someone other than an Owner or the Owner’s immediate family members for less than six (6) consecutive months, whether for pay or not.

ii. Short-Term Leasing reservations and bookings shall be processed in the manner required by the policies and procedures established by the Association and such policies and procedures may be enforced as Association Rules.

iii. Short-Term Leasing may only be conducted through a qualified nightly rental management company (a “**Leasing Manager**”) approved by the Association and meeting all qualification requirements set forth in this Declaration, the Association Rules, or other Governing Documents. The Association shall maintain a list of approved Leasing Managers for Owners to use. The Association may remove a Leasing Manager’s approval to manage Lots, Units, or Dwellings in the Community at the Association’s discretion.

iv. An exemption to the requirement that Short-Term Leases must be managed by a Leasing Manager may be made by the Association, at the Association's discretion, to an Owner in good standing if the Owner applies to the Association to be a "self-manager", executes an agreement, and upholds the same performance standards as a Leasing Manager. An Owner may only manage Dwellings that they own for the exemption to apply. All requirements in this Supplemental Declaration that apply to a Leasing Manager shall also apply to an Owner that is approved by the Association to manage their own Short-Term Leases.

v. A Leasing Manager must comply with and ensure that all Owners and tenants using the Leasing Manager comply with all requirements set forth in the Declaration, the Rules, or other Governing Documents regarding use of the Project. A Leasing Manager shall maintain all information regarding tenants as required by Governing Documents and provide such information to and at the request of the Association.

vi. A Leasing Manager shall issue key cards or other means of access to the Common Area amenities to all Short-Term occupants whose fees are paid in full and are in compliance with all other Short-Term Leasing requirements.

vii. The Association may impose a reasonable limit on the number of individuals who may use the Common Areas as guests, visitors, or Short-Term occupants.

viii. Short-Term Leasing guests, tenants, and occupants of Owners who are not in compliance with all Short-Term Leasing requirements shall be prohibited from using the Common Area amenities in the Community and may be subject to trespass or other enforcement actions or remedies the Association or a Leasing Manager have the right to utilize.

ix. The Association may adopt additional Rules to ensure the consistent administration and compliance with these Short-Term Leasing provisions. The Owner of any Lot, Unit, or Dwelling occupied in violation of the Short-Term Leasing provisions shall be subject to a daily fine as set forth in the Rules.

(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) Tenant Use of Common Areas. Every Owner shall be responsible for all violations and losses their tenants or anyone visiting their tenants cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are fully liable and may be sanctioned for any violation as occupants in the Community. The Association may adopt Rules to govern Owner's guests, visitors, and tenants' use of the Common Area amenities, including the imposition of fees or charges for such use.

12. Accessory Dwelling Units. External accessory dwelling units are prohibited within the Isle 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. Signs. The Association may regulate and restrict signs in the Isle Benefit Area to the extent permitted by law in the Rules. Signs may only be erected or maintained in the Isle Benefit Area, 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 Isle Benefit Area. 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.

14. 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.

15. 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.

16. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Project reserved to the Declarant in the Declaration are hereby incorporated and reserved to the 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.

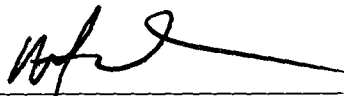
17. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Washington County Recorder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 9th day of January, 2025.

DECLARANT
ORIGINAL COLE WEST, LLC
a Utah limited liability company

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

By: 
Name: Holton Hunsaker
Title: Authorized Representative

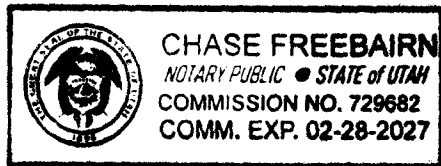
STATE OF UTAH)

) ss.

COUNTY OF DAVIS)

On the 9th day of January, 2025, personally appeared before me Holton Hunsaker who by me being duly sworn, did say that he is an authorized representative of Original Cole West, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

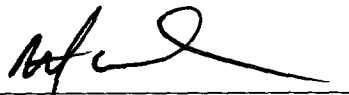
Notary Public: _____



IN WITNESS WHEREOF, the owner of the Subject Property consents to the terms and restrictions of the Supplemental Declaration this 9th day of January, 2025.

OWNER:
CW THE ISLAND, LLC
a Utah limited liability company

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

By: 
Name: Holton Hunsaker
Title: Authorized Representative

STATE OF UTAH)

) ss.

COUNTY OF DAVIS)

On the 9th day of January, 2025, personally appeared before me Holton Hunsaker who by me being duly sworn, did say that he is an authorized representative of CW The Island, LLC, DBA Isle at Coral Canyon and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: 

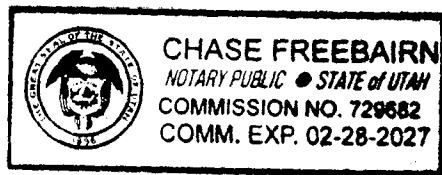


EXHIBIT A
SUBJECT PROPERTY
(Legal Description)

All of **ISLE AT CORAL CANYON PHASES 1-3**, according to the official Plat on file in the office of the Washington County Recorder.

Collectively, Parcel Numbers: W-ICC-1-1-CC to and including W-ICC-1-3-CC; W-ICC-1-61-CC to and including W-ICC-1-77-CC; W-ICC-1-84-CC to and including W-ICC-1-91-CC; W-ICC-1-AMENITY-A-CC; W-ICC-1-OPEN-A-CC; W-ICC-1-OPEN-B-CC; W-ICC-1-COMMON-CC; W-ICC-2-4-CC to and including W-ICC-2-39-CC; W-ICC-2-OPEN-A-CC; W-ICC-2-COMMON-CC; W-ICC-2-COMMON-B-CC; W-ICC-3-40-CC to and including W-ICC-3-60-CC; W-ICC-3-78-CC to and including W-ICC-3-83-CC; W-ICC-3-OPEN-A-CC; W-ICC-3-COMMON-CC; W-ICC-3-COMMON-C-CC; and more particularly described as:

PHASE 1 RESIDENTIAL AREA:

BEGINNING AT A POINT S88°30'28"E, 1100.79 FEET ALONG THE NORTH SECTION LINE AND SOUTH, 2323.32 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, RUNNING THENCE N40°34'41"E, 304.20 FEET; THENCE S54°05'04"E, 23.50 FEET TO THE POINT OF CURVE OF A 72.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S9°27'54"W; THENCE SOUTHEASTERLY 82.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°19'40"; THENCE S72°48'11"W, 17.51 FEET TO THE POINT OF CURVE OF A 16.85 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S89°15'50"E; THENCE SOUTHEASTERLY 24.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°07'41"; THENCE S86°45'31"E, 28.25 FEET TO THE POINT OF CURVE OF A 96.21 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S65°39'56"W; THENCE NORTHWESTERLY 17.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°20'12" TO THE POINT OF CURVE OF A 230.69 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS POINT BEARS N0°50'20"E; THENCE NORTHEASTERLY 41.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°20'12"; THENCE N58°34'08"E, 28.33 FEET; THENCE S31°25'56"E, 24.42 FEET TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N52°12'35"W; THENCE NORTHERLY 17.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°55'33"; THENCE N82°03'35"E, 39.28 FEET TO THE POINT OF CURVE OF A 54.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N73°07'22"E; THENCE NORTHEASTERLY 39.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°37'34"; THENCE N34°28'05"E, 162.87 FEET; THENCE S85°14'24"E, 21.94 FEET; THENCE N34°45'36"E, 162.54 FEET; THENCE N4°45'36"E, 12.91 FEET; THENCE N85°14'24"W, 14.49 FEET; THENCE N34°45'36"E, 18.42 FEET TO THE POINT OF CURVE OF A 16.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 26.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°12'36"; THENCE S46°26'57"E, 28.54 FEET; THENCE S14°17'02"W, 23.06 FEET TO THE POINT OF CURVE OF A 209.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S50°33'17"W;

THENCE SOUTHERLY 147.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°13'45"; THENCE S0°47'02"W, 37.93 FEET; THENCE S44°12'58"E, 13.21 FEET; THENCE N45°47'02"E, 13.66 FEET; THENCE S0°47'02"W, 48.64 FEET TO THE POINT OF CURVE OF A 6.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S89°50'32"W; THENCE SOUTHWESTERLY 9.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°54'47"; THENCE S89°13'06"E, 112.89 FEET; THENCE N33°29'06"W, 11.58 FEET; THENCE N56°30'54"E, 17.22 FEET TO THE POINT OF CURVE OF A 353.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N3°00'25"E; THENCE NORTHEASTERLY 121.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°47'53"; THENCE S50°27'35"E, 22.62 FEET; THENCE N70°00'45"E, 14.77 FEET; THENCE S52°42'46"E, 17.63 FEET; THENCE N66°34'41"E, 209.97 FEET; THENCE N32°52'36"E, 81.47 FEET; THENCE S35°15'11"E, 141.38 FEET; THENCE S31°36'28"W, 254.09 FEET TO THE POINT OF CURVE OF A 134.33 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N72°31'44"E; THENCE SOUTHEASTERLY 67.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°55'51"; THENCE S44°33'49"E, 16.69 FEET TO THE POINT OF CURVE OF A 257.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S45°26'11"W; THENCE SOUTHWESTERLY 26.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°49'45"; THENCE S38°44'04"E, 115.00 FEET TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N51°15'57"E; THENCE SOUTHEASTERLY 9.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°25'44" TO THE POINT OF CURVE OF A 940.65 FOOT RADIUS NON-TANGENT REVERSE CURVE, RADIUS POINT BEARS N40°49'45"W; THENCE SOUTHWESTERLY 67.43 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°06'25"; THENCE N38°44'04"W, 119.48 FEET TO THE POINT OF CURVE OF A 257.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 45.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°07'29"; THENCE N28°36'35"W, 40.85 FEET; THENCE N27°14'20"W, 11.34 FEET; THENCE S62°42'15"W, 120.20 FEET; THENCE N57°20'48"W, 128.26 FEET; THENCE N75°13'42"W, 88.82 FEET; THENCE S88°20'54"W, 113.00 FEET; THENCE S83°41'49"W, 106.50 FEET; THENCE S51°35'21"W, 186.00 FEET; THENCE N72°44'51"W, 216.00 FEET; THENCE S60°14'35"W, 173.67 FEET; THENCE S62°07'59"W, 76.00 FEET; THENCE N27°58'12"W, 142.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.027 ACRES.

PHASE 1 OPEN SPACES:

BEGINNING AT A POINT S88°30'28"E, 2067.39 FEET ALONG THE NORTH SECTION LINE TO THE SOUTH 1/4 CORNER OF SECTION 5, T42S, R14W, SLB&M, S88°15'00"E, 274.81 FEET, AND SOUTH, 1883.47 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, SAID POINT BEING ON THE BOUNDARY OF CORAL CANYON GOLF COURSE AS DESCRIBED IN DOCUMENT NO. 20090046728 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S76°49'16"E, 385.49 FEET ALONG SAID BOUNDARY TO A POINT ON THE

WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: S19°39'15"W, 34.63 FEET TO THE POINT OF CURVE OF A 940.65 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 484.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°31'00" TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS POINT BEARS N22°50'12"E; THENCE NORTHWESTERLY 9.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°25'44"; THENCE N38°44'04"W, 115.00 FEET TO THE POINT OF CURVE OF A 257.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 26.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°49'45"; THENCE N44°33'49"W, 16.69 FEET TO THE POINT OF CURVE OF A 134.33 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N43°35'53"E; THENCE NORTHWESTERLY 67.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°55'51"; THENCE N31°36'28"E, 254.09 FEET; THENCE N35°15'11"W, 141.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.709 ACRES.

BEGINNING AT A POINT S88°30'28"E, 1235.07 FEET ALONG THE NORTH SECTION LINE AND SOUTH, 2410.59 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, RUNNING THENCE N60°14'35"E, 173.67 FEET; THENCE S72°44'51"E, 216.00 FEET; THENCE N51°35'21"E, 186.00 FEET; THENCE N83°41'49"E, 106.50 FEET; THENCE N88°20'53"E, 113.00 FEET; THENCE S75°13'42"E, 88.82 FEET; THENCE S57°20'48"E, 128.26 FEET TO A POINT ON THE BOUNDARY OF CORAL CANYON GOLF COURSE; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: N76°01'23"W, 263.08 FEET; THENCE S69°35'41"W, 314.58 FEET; THENCE S89°57'02"W, 146.07 FEET; THENCE S86°12'32"W, 219.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.830 ACRE.

PHASE 2 RESIDENTIAL AREA:

BEGINNING AT A POINT S88°30'28"E, 1298.74 FEET ALONG THE NORTH SECTION LINE AND SOUTH, 2087.15 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, RUNNING THENCE N40°34'41"E, 306.89 FEET; THENCE N32°28'42"E, 335.88 FEET; THENCE N45°05'01"E, 192.83 FEET; THENCE N17°40'47"E, 47.78 FEET; THENCE N25°04'49"W, 77.59 FEET; THENCE N49°18'42"E, 127.68 FEET; THENCE S33°27'12"E, 65.49 FEET TO THE POINT OF CURVATURE OF A 475.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIAL LINE BEARS S61°16'44"W; THENCE SOUTHEASTERLY 157.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°59'07"; THENCE S9°44'09"E, 135.88 FEET TO THE POINT OF CURVATURE OF A 353.64 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIAL LINE BEARS N27°20'34"W; THENCE SOUTHWESTERLY 101.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°30'52"; THENCE S12°19'41"E, 460.73 FEET TO THE POINT OF CURVE OF A 353.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIAL LINE BEARS N8°00'12"W; THENCE WESTERLY 67.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'38"; THENCE S56°30'54"W, 17.22 FEET; THENCE S33°29'06"E, 11.58 FEET; THENCE N89°13'06"W, 112.89 FEET TO THE POINT OF CURVATURE A 6.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT,

RADIAL LINE BEARS N0°45'19"E; THENCE NORTHEASTERLY 9.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°54'47"; THENCE N0°47'02"E, 48.64 FEET; THENCE S45°47'02"W, 13.66 FEET; THENCE N44°12'58"W, 13.21 FEET; THENCE N0°47'02"E, 37.93 FEET TO THE POINT OF CURVATURE OF A 209.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIAL LINE BEARS N89°12'58"W; THENCE NORTHWESTERLY 147.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°13'45"; THENCE N14°17'02"E, 23.06 FEET; THENCE N46°26'57"W, 28.54 FEET TO THE POINT OF CURVATURE OF A 16.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIAL LINE BEARS S39°58'11"W; THENCE WESTERLY 26.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°12'36"; THENCE S34°45'36"W, 18.42 FEET; THENCE S85°14'24"E, 14.49 FEET; THENCE S4°45'36"W, 12.91 FEET; THENCE S34°45'36"W, 162.54 FEET; THENCE N85°14'24"W, 21.94 FEET; THENCE S34°28'05"W, 162.87 FEET TO THE POINT OF CURVATURE OF A 54.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIAL LINE BEARS S65°15'04"E; THENCE SOUTHEASTERLY 39.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°37'34"; THENCE S82°03'35"W, 39.28 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, RADIAL LINE BEARS S76°51'52"W; THENCE SOUTHWESTERLY 17.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°55'33"; THENCE N31°25'56"W, 24.42 FEET; THENCE S58°34'08"W, 28.33 FEET TO THE POINT OF CURVATURE OF A 230.69 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIAL LINE BEARS N9°29'52"W; THENCE SOUTHWESTERLY 41.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°20'12" TO THE POINT OF CURVATURE OF A 96.21 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIAL LINE BEARS S55°19'44"W; THENCE SOUTHEASTERLY 17.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°20'12"; THENCE N86°45'31"W, 28.25 FEET TO THE POINT OF CURVATURE OF A 16.85 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIAL LINE BEARS N7°36'28"E; THENCE NORTHWESTERLY 24.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°07'41"; THENCE N72°48'11"E, 17.51 FEET TO THE POINT OF CURVATURE OF A 72.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIAL LINE BEARS S74°47'34"W; THENCE NORTHWESTERLY 82.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°19'40"; THENCE N54°05'04"W, 23.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.902 ACRES.

PHASE 3 RESIDENTIAL AREA:

BEGINNING AT A POINT S88°30'28"E, 2013.78 FEET ALONG THE NORTH SECTION LINE AND SOUTH, 1107.77 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, RUNNING THENCE S29°27'22"E, 157.38 FEET; THENCE S17°02'34"E, 131.94 FEET; THENCE S5°09'13"W, 27.49 FEET; THENCE S13°52'49"E, 116.00 FEET; THENCE S2°38'59"E, 27.81 FEET; THENCE S11°52'05"E, 184.36 FEET; THENCE S22°50'29"E, 148.47 FEET; THENCE S23°25'19"E, 115.21 FEET; THENCE S66°34'41"W, 209.97 FEET; THENCE N52°42'46"W, 17.63 FEET; THENCE S70°00'45"W, 14.77 FEET; THENCE N50°27'35"W, 22.62 FEET TO THE POINT OF CURVATURE OF A 353.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIAL LINE BEARS N16°47'28"W; THENCE SOUTHWESTERLY 54.14 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°47'15"; THENCE N12°19'41"W, 460.73 FEET TO THE POINT OF CURVATURE OF A 353.64 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIAL LINE BEARS N10°49'42"W; THENCE

NORTHEASTERLY 101.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°30'52"; THENCE N9°44'09"W, 135.88 FEET TO THE POINT OF CURVATURE OF A 475.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 157.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°59'07"; THENCE N33°27'12"W, 65.49 FEET; THENCE N49°18'42"E, 1.89 FEET; THENCE N43°50'41"E, 49.62 FEET; THENCE N49°22'07"E, 110.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.335 ACRES.

PHASE 3 OPEN AREA:

BEGINNING AT A POINT S88°30'28"E, 2071.00 FEET ALONG THE NORTH SECTION LINE, AND AN EXTENSION THEREOF, AND SOUTH, 1120.08 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, RUNNING THENCE S36°04'21"E, 237.37 FEET; THENCE S2°58'29"E, 305.77 FEET; THENCE S23°07'57"E, 298.51 FEET; THENCE S32°52'36"W, 81.47 FEET; THENCE N23°25'19"W, 115.21 FEET; THENCE N22°50'29"W, 148.47 FEET; THENCE N11°52'05"W, 184.36 FEET; THENCE N2°38'59"W, 27.81 FEET; THENCE N13°52'49"W, 116.00 FEET; THENCE N5°09'13"E, 27.49 FEET; THENCE N17°02'34"W, 131.94 FEET; THENCE N29°27'22"W, 157.38 FEET; THENCE S76°02'18"E, 57.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.310 ACRES.

EXHIBIT B
MAINTENANCE ALLOCATION CHART

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	Subject to Board approval upon replacement.
Awning	X		
Cable/Satellite TV		X	
Ceiling		X	
Circuit Breakers for Unit		X	
Common Area amenities (including Clubhouse and common pool)	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 – Dwelling & Limited Common patio/porch		X	
Dryer Vent Cleaning		X	
Electrical Wiring/Panel		X	
Exterior Wall Finishes (Rock/Stucco/Siding/Brick, etc.)	X		
External Lights – eaves, porch & garage fixtures & bulbs		X	Fixture replacement subject to Board approval.
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 – Association Plan Maintenance	X		
Insurance – Association Plan Deductible		X	Assessed to Owners pro-rata according to losses.
Insurance – Association Plan Loss Assessment		X	Assessed to Owners pro-rata according to losses.
Insurance – HO6 (Walls In and personal property) Plan Deductible and Maintenance		X	
Irrigation Lines / Heads – Common Area landscape	X		
Landscape – Common Area, including open back yard areas	X		
Landscape – Fenced back yard areas (including Limited Common Areas)		X	If applicable
Limited Common Area – patios, porches, decks, stairs & sidewalks, driveways (repair & replacement)		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	Subject to Board approval upon change from original.
Paint – Interior		X	
Patio Slab		X	
Pest Control – Common Areas	X		
Pest Control – Interior & Exterior of Unit		X	
Phone Lines		X	
Playgrounds & Open Space	X		
Plumbing Valves, Pressure Regulator	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing Main Line	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing Leak	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing – clogging/stoppage	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Plumbing – Inside Unit		X	
Pools in Unit Backyard (Limited Common)		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	X	X	<u>Owner</u> : point of connection/meter to Unit. <u>Association</u> : before point of connection/meter.
Shutters, exterior window trim		X	Subject to Board approval upon change from original.
Sidewalks and paths on Common Areas	X		
Sliding Glass Doors		X	
Snow Removal – Limited Common Area – patios, porches, decks, stairs & sidewalks		X	
Storm Drains	X		
Streetlights	X		Unless handled by municipality or others.
Streets – private (excluding approach to garage)	X		
Trash – Maintenance and Service of Dumpster Area	X		
Trash – Unit Service		X	If municipality allows
Utility Doors		X	
Vent Covers – exterior	X	X	<u>Owner</u> : Responsible for maintenance. <u>Association</u> : Responsible for repair.
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.