

Supplemental Declaration Page 1 of 11
Gary Christensen Washington County Recorder
01/13/2025 03:03:28 PM Fee \$210.00 By
COTTONWOOD TITLE INSURANCE AGENCY,
INC.

When Recorded Return To:

CW The Solis, LLC
610 N 800 W
Centerville, Utah 84014

Affecting Parcel No(s): Parcel Numbers: W-SOL-2A-45-CC to and including W-SOL-2A-47-CC; W-SOL-2B-50-CC; W-SOL-2B-51-CC; W-SOL-2B-54-CC; W-SOL-2A-71-CC; W-SOL-3-72-CC to and including W-SOL-3-110-CC; W-SOL-4-111-CC to and including W-SOL-4-153-CC; W-SOL-2A-OPEN-CC; W-SOL-2B-OPEN 1-CC; W-SOL-3-OPEN-A-CC; W-SOL-3-OPEN-B-CC; W-SOL-4-OPEN-A-CC; and W-SOL-4-OPEN-B-CC.

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

Solis Phases 2A, 2B, 3, and 4

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 Document Number 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 Solis, LLC, 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 **SOLIS AT CORAL CANYON PHASE 2A** plat, which plat map was recorded with the Washington County Recorder’s Office on February 29, 2024, as Document Number 20240006023, **SOLIS AT CORAL CANYON PHASE 2B** plat, which plat map was recorded with the Washington County Recorder’s Office on June 4, 2024, as Document Number 20240017468, **SOLIS at CORAL CANYON PHASE 3** plat, which plat map was recorded with the Washington County Recorder’s Office on June 21, 2024, as Document Number 20240019544, and **SOLIS AT CORAL CANYON PHASE 4** plat, which plat map is recorded with the Washington County Recorder’s Office on November 19, 2024, as Document Number 20240036928 (collectively, the “**Plats**”).

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 Solis 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. **Solis 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 (the “**Solis Benefit Area**”). The Solis Benefit Area is established to govern and maintain facilities and/or amenities unique to the Solis Benefit Area including, but not limited to, private streets, storm drainage improvements, structures, pools, parks, or any other Common Areas exclusive to the Solis Benefit Area that are not

maintained by Owners. The Declarant reserves the right to add additional Lots and plats to the Solis Benefit Area.

6. Master Association Maintenance of Solis 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 Solis Benefit Area: (i) the Common Areas appurtenant to the Solis Benefit Area as defined in the Declaration and/or identified on the Plats, including but not limited to all improvements and landscaping located thereon; (ii) any playground, pools, or other shared facilities that are for the exclusive use of the Solis Benefit Area Owners; and (iii) all private lanes appurtenant to the Solis Benefit Area and/or identified on the Plats. The Master Association shall have the sole discretion to determine 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 Solis Benefit Area Expenses.

7. Solis Benefit Area Assessments. In addition to Regular Assessments, the Master Association is authorized to levy Solis Benefit Area Assessments to be allocated equally against all Lots within the Solis Benefit Area to fund the expenses of the Solis Benefit Area ("**Solis Benefit Area Expenses**"). Solis 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 Solis Benefit Area, and any other actual or estimated expenses the Master Association incurs solely for the benefit of Owners within the Solis Benefit Area including any reserves for capital repairs and replacements. All amounts collected as Solis Benefit Area Assessments shall be expended solely for the benefit of the Owners within the Solis 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 and Dwelling including, but not limited to: driveways, porches, decks, foundations, windows, doors, structural elements of the Dwelling, gutters, utility lines that solely service the Dwelling, all interior elements of the Dwelling, the exteriors of the Dwellings 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 Dwelling. If applicable, Owners shall be responsible to maintain, repair, and replace fences on the boundaries of their 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 Dwelling for the purpose of maintaining and repairing such Lot or Dwelling 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 Plats as 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 Solis 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. 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. No Lot or Dwelling in the Community may be leased for a period of less than six (6) consecutive months, whether for pay or not.

(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. Accessory dwelling units are permitted in the Solis Benefit Area, but 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 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 Solis Benefit Area to the extent permitted by law in the Rules. Signs may only be erected or maintained in the Solis 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 Solis 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: Darlene Carter
Title: CEO

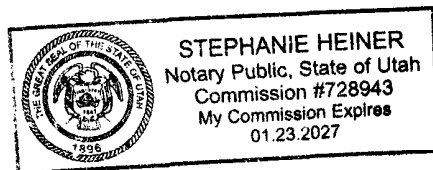
STATE OF UTAH)

) ss.

COUNTY OF DAVIS)

On the 9th day of January, 2025, personally appeared before me Darlene Carter who by me being duly sworn, did say that she 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 SOLIS, LLC
a Utah limited liability company

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

By: 
Name: Darlene Carter
Title: CEO

STATE OF UTAH)

) ss.

COUNTY OF DAVIS)

On the 9th day of January, 2025, personally appeared before me Darlene Carter who by me being duly sworn, did say that she 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: 



EXHIBIT A
SUBJECT PROPERTY
(Legal Description)

Certain of the lots in **SOLIS AT CORAL CANYON PHASES 2A and 2B**, and all of **SOLIS AT CORAL CANYON PHASES 3 and 4**, according to the official Plats on file in the office of the Washington County Recorder.

Collectively, Parcel Numbers: W-SOL-2A-45-CC to and including W-SOL-2A-47-CC; W-SOL-2B-50-CC; W-SOL-2B-51-CC; W-SOL-2B-54-CC; W-SOL-2A-71-CC; W-SOL-3-72-CC to and including W-SOL-3-110-CC; W-SOL-4-111-CC to and including W-SOL-4-153-CC; W-SOL-2A-OPEN-CC; W-SOL-2B-OPEN 1-CC; W-SOL-3-OPEN-A-CC; W-SOL-3-OPEN-B-CC; W-SOL-4-OPEN-A-CC; and W-SOL-4-OPEN-B-CC.

More particularly described as:

PHASE 2A:

All of Lots 45-47 and 71, common areas, and open space according to the SOLIS AT CORAL CANYON PHASE 2A plat, which plat map was recorded with the Washington County Recorder's Office on February 29, 2024, as Document Number 20240006023.

PHASE 2B:

All of Lots 50, 51, and 54, common areas, and open space according to the SOLIS AT CORAL CANYON PHASE 2B plat, which plat map was recorded with the Washington County Recorder's Office on June 4, 2024, as Document Number 20240017468.

PHASE 3:

All of Lots 72-110, common areas, and open space according to the SOLIS at CORAL CANYON PHASE 3 plat, which plat map was recorded with the Washington County Recorder's Office on June 21, 2024, as Document Number 20240019544.

PHASE 4:

All of Lots 111-153, common areas, and open space according to the SOLIS AT CORAL CANYON PHASE 4 plat, which plat map is recorded with the Washington County Recorder's Office on November 19, 2024, as Document Number 20240036928

EXHIBIT B
MAINTENANCE ALLOCATION CHART

Improvement	Owner	Association	Notes
A/C Pad & Unit	X		
Address Numbers	X		Subject to Board/Design Review Committee approval upon replacement.
Attic	X		
Cable/Satellite TV	X		Fixtures subject to Board/Design Review Committee approval.
Circuit Breakers for Dwelling	X		
Common Area Amenities (Repair and Maintenance)		X	
Door and Door Frames (Exterior)	X		Subject to Board/Design Review Committee approval upon replacement.
Door and Door Frames (Interior)	X		
Door Hardware/Doorbell	X		Subject to Board/Design Review Committee approval upon replacement.
Drains – Lot and Yard Drains	X		
Drains – Street and Common Areas		X	
Dryer Vent	X		
Electrical Wiring/Panels	X		
Exterior Wall Finishes	X		Changes subject to Board/Design Review Committee approval.
Fencing – Individual Lots	X		Subject to Board/Design Review Committee approval.
Fencing – Project Perimeter		X	
Floor Coverings	X		
Foundation	X		
Furnace	X		
Garage Doors (Repair and Maintenance)	X		
Gas Pipes	X	X	<u>Owner</u> : Point of connection/meter to Dwelling. <u>Association</u> : Before point of connection/meter.
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 – Individual Lots and Dwelling Plan Deductible and Maintenance	X		
Irrigation Lines/Heads – Common Area		X	
Irrigation Lines/Heads – Individual Lots	X		
Landscaping – Common Areas		X	
Landscaping – Lots	X		
Lights – Exterior (Porch, Driveway, Garage, Wall Pack (Fixtures & Bulbs))	X		Fixtures are subject to Board/Design Board Committee approval on replacement.
Mailbox and Stand/Structure		X	
Mailbox Lock and Key	X		
Paint – Exterior Doors, Walls, and Trim	X		Subject to Board/Design Review Committee approval.
Paint – Interior	X		
Patio Slab	X		
Pest Control	X		
Plumbing Valves and Pressure Regulators	X	X	<u>Owner</u> : Point of connection/meter to Dwelling. <u>Association</u> : Before point of connection/meter.
Plumbing Main Line	X	X	<u>Owner</u> : Point of connection/meter to Dwelling. <u>Association</u> : Before point of connection/meter.
Plumbing Leak	X	X	<u>Owner</u> : Point of connection/meter to Dwelling. <u>Association</u> : Before point of connection/meter.
Plumbing Cloggage	X	X	<u>Owner</u> : Point of connection/meter to Dwelling. <u>Association</u> : Before point of connection/meter.
Plumbing Interior Pipes	X	X	<u>Owner</u> : Point of connection/meter to Dwelling. <u>Association</u> : Before point of connection/meter.
Public Utilities – Common Areas		X	
Rain Gutters (Cleaning, Repair, and Replacement)	X		
Roof (Repair and Maintenance)	X		
Screen Doors	X		Subject to Board/Design Review Committee approval.

			<u>Owner</u> : Point of connection/meter to Dwelling. <u>Association</u> : Before point of connection/meter.
Sewer Pipes	X	X	
Sewer Service Cost	X		
Sidewalks and Paths on Common Areas (Repair and Maintenance)		X	
Signage – Entry Monument for Project		X	
Sliding Glass Doors	X		
Snow Removal – Common Areas		X	
Snow Removal – Lots and Sidewalks in front of Dwelling	X		
Storm Drains		X	
Streetlights			City responsible for repair and maintenance.
Trash – Lots	X		
Trash – Common Area		X	
Water Service –Water Meters and Maintenance for Lots	X		
Water Service – Common Areas (Cost and Maintenance)		X	
Windows – Glass, Screens, Frames	X		Subject to Board/Design Review Committee approval on replacement.