

#### FOURTH SUPPLEMENTAL DECLARATION

THIS FOURTH SUPPLEMENTAL DECLARATION is made this 22<sup>ND</sup> day of Nov, 2013 by RED LEDGES LAND DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as "Declarant"), and joined by RED LEDGES COMMUNITY ASSOCIATION, INC., a Utah non-profit corporation (hereinafter referred to as the "Association").

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Red Ledges dated October 11, 2007, executed by the Declarant and the Association (the "Declaration"), has been recorded in the land records of Wasatch County, Utah (the "Land Records") in Book 951, at Page 1779; and

WHEREAS, a First Supplemental Declaration dated June 4, 2008, executed by the Declarant and the Association, has been recorded in the Land Records in Book 969, at Page 1394; and

WHEREAS, a Second Supplemental Declaration dated May 11, 2010, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1014 at Page 962; and

WHEREAS, a Third Supplemental Declaration dated October 22, 2012, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1066 at Page 063; and

WHEREAS, the Declarant is authorized to execute and record in the Land Records a Supplemental Declaration pursuant to Article II, Section 2 of the Declaration; and

WHEREAS, the Declarant desires to supplement the Declaration and is executing this Fourth Supplemental Declaration for such purpose;

NOW THEREFORE, the Declarant hereby supplements the Declaration as follows (capitalized terms used herein which are not defined shall have the meaning ascribed to them in the Declaration):

1. Creation of Neighborhood.

(a) The Declarant hereby declares that the real property described on Exhibit A attached hereto and made a part hereof is hereby considered a Neighborhood for purposes of the Declaration. This Neighborhood is herein referred to as the "Club Cabins Neighborhood."

2. Maintenance Requirements.

(a) Notwithstanding anything to the contrary in the Declaration, the Association shall, with respect to each Lot within the Club Cabins Neighborhood, maintain the area between the footprint of the Unit developed on the Lot and the legal boundary of the Lot (the "Excess Lot Area"). The cost of such maintenance as relates to the Lots within the Club Cabins Neighborhood shall be considered a Neighborhood Expense which shall result in a Neighborhood Assessment to be levied equally on all of the Lots within the Club Cabins Neighborhood.

(b) The property within the Club Cabins Neighborhood excluding the Lots shall be deemed to be Neighborhood Common Area. The Association will be responsible for the maintenance of this Neighborhood Common Area. The expenses associated with the maintenance of this Neighborhood Common Area shall be a Neighborhood Expense and shall be part of the Neighborhood Assessment relative to the Club Cabins Neighborhood.

(c) The maintenance provided for in subparagraphs (a) and (b) above shall specifically include snow removal from streets, driveways and walkways located within the Club Cabins Neighborhood.

3. Restrictions Regarding the Club Cabins Neighborhood.

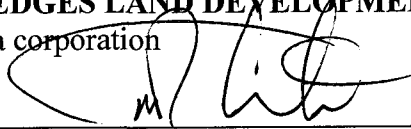
(a) Owners of Lots within the Club Cabins Neighborhood are not permitted to improve, modify or otherwise make use of the Excess Lot Area, except for any walkway thereon and except as provided in subparagraph (b) below, or improve, modify or make use of any part of the Neighborhood Common Area, except for any walkway or driveway thereon.

(b) Owners of Lots within the Club Cabins Neighborhood are permitted to enhance the landscaping, if any, planted in the Excess Lot Area and existing at the time of the initial closing on the Lot in question. If no landscaping has been planted in the Excess Lot Area at the time of the initial closing on a Lot within such Neighborhood, an Owner is permitted to plant landscaping material therein. Any proposed planting by an Owner of a Lot within the Club Cabins Neighborhood is subject to the requirements of Article VII of the Declaration, which includes obtaining the written approval of the ARC before the planting.

(c) Owners of certain Lots within the Club Cabins Neighborhood (as identified by the Declarant) are permitted to lease the Unit thereon as contemplated by Article VI, Section 2 of the Declaration notwithstanding that such Units are villa units and not cottage or condominium units. Furthermore, notwithstanding the provisions of said Section, in the sole and absolute discretion of the Declarant: (i) the minimum lease term can be for one night; and (ii) the individuals renting any such Unit need not be members of Red Ledges Club, their family members and guests of said members or family members, provided they are sponsored by the Club or the Declarant.

IN WITNESS WHEREOF, this Fourth Supplemental Declaration has been executed as of the day and year first above written.

**RED LEDGES LAND DEVELOPMENT, INC.,**  
a Florida corporation

By:   
Name: TODD R. CATES  
Title: VP

STATE OF UTAH

SS:

COUNTY OF WASATCH

On the 22 day of Nov, 2013, personally appeared before me Todd R. Cates, as VP of Red Ledges Land Development, Inc., a Florida corporation, who acknowledged before me, a Notary Public, that he executed the foregoing instrument as his sole act and deed and produced personally known as identification.



Kelly Rae Cook  
Notary Public [Seal]

My Commission Expires: May 14, 2016

The undersigned entity hereby joins in this Second Supplemental Declaration.

**RED LEDGES COMMUNITY ASSOCIATION, INC.**, a Utah non-profit corporation

By: [Signature]  
Name: TODD R. CATES  
Title: PRESIDENT

STATE OF UTAH

SS:

COUNTY OF WASATCH

On the 22 day of Nov, 2013, personally appeared before me Todd Cates as President of Red Ledges Community Association, Inc., a Utah non-profit corporation, who acknowledged before me, a Notary Public, that he executed the foregoing Supplemental Declaration as his sole act and deed and produced personally known as identification.



Kelly Rae Cook  
Notary Public [Seal]

My Commission Expires: May 14, 2016

**EXHIBIT A**

BEGINNING AT A POINT SOUTH 89°48'57" WEST 1065.45 FEET AND NORTH 1125.03 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A COMMON POINT TO THE RED LEDGES PHASE 1 AMENDED SUBDIVISION FINAL PLAT, AS RECORDED IN THE WASATCH COUNTY RECORDERS OFFICE, AND RUNNING THENCE NORTH 79°24'38" WEST 145.56 FEET; THENCE SOUTH 29°12'55" WEST 40.00 FEET; THENCE SOUTHWESTERLY 29.76 FEET ALONG THE ARC OF A 20.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 77°37'51" WEST 27.21 FEET); THENCE SOUTHWESTERLY 152.17 FEET ALONG THE ARC OF A 320.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 49°40'09" WEST 150.74 FEET); THENCE SOUTH 63°17'32" WEST 34.01 FEET; THENCE SOUTHWESTERLY 71.33 FEET ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 51°56'23" WEST 70.86 FEET); THENCE NORTH 49°24'47" WEST 40.00 FEET; THENCE NORTHEASTERLY 28.73 FEET ALONG THE ARC OF A 20.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 00°26'04" EAST 26.44 FEET); THENCE NORTH 39°43'05" WEST 25.57 FEET; THENCE NORTHWESTERLY 45.04 FEET ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 53°35'29" WEST 44.60 FEET); THENCE SOUTH 47°21'21" WEST 109.07 FEET; THENCE NORTH 74°08'54" WEST 298.48 FEET TO A POINT ON THE RED LEDGES PHASE 1 AMENDED PLAT BOUNDARY; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) NORTH 13°26'15" EAST 107.41 FEET; 2) NORTH 89°27'53" EAST 83.47 FEET; 3) NORTH 37°43'21" EAST 43.79 FEET; THENCE LEAVING SAID BOUNDARY, NORTH 67°19'25" EAST 513.09 FEET; THENCE SOUTH 64°02'28" EAST 118.00 FEET; THENCE NORTHEASTERLY 86.68 FEET ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 58°53'08" EAST 85.75 FEET); THENCE NORTH 73°29'34" EAST 27.80 FEET; THENCE NORTHEASTERLY 32.91 FEET ALONG THE ARC OF A 20.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 27°29'43" EAST 29.49 FEET); THENCE NORTH 77°03'41" EAST 43.57 FEET; THENCE SOUTH 17°54'22" EAST 61.55 FEET; THENCE SOUTHEASTERLY 63.45 FEET ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 31°53'22" EAST 62.83 FEET); THENCE SOUTHEASTERLY 2.70 FEET ALONG THE ARC OF A 20.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 49°39'11" EAST 2.70 FEET) TO A POINT ON THE SAID PHASE 1 AMENDED BOUNDARY. THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 32°21'08" WEST 131.48 FEET; THENCE SOUTH 09°45'47" WEST 86.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.15 ACRES, MORE OR LESS.