

SIXTH SUPPLEMENTAL DECLARATION

THIS SIXTH SUPPLEMENTAL DECLARATION is made this 24TH day of NOVEMBER, 2014 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, a Fourth Supplemental Declaration dated November 22, 2012, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1095 at Page 355; and

WHEREAS, a Fifth Supplemental Declaration dated March 24, 2014, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1101 at Page 1433; 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 Sixth 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 "Fairway Cottages Neighborhood."

2. Maintenance Requirements.

(a) Notwithstanding anything to the contrary in the Declaration, the Association shall, with respect to each Lot within the Fairway Cottages 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 Fairway Cottages 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 Fairway Cottages Neighborhood.

Ent 406705 Bk 1117 Pg 1387-1390
Date: 24-NOV-2014 4:23:21PM
Fee: \$30.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: RED LEDGES LAND DEVELOPMENT INC

(b) The property within the Fairway Cottages 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 Fairway Cottages 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 Fairway Cottages Neighborhood.

3. Restrictions Regarding the Fairway Cottages Neighborhood.

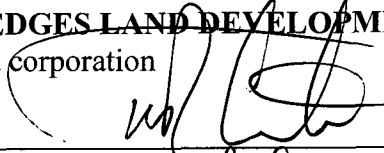
(a) Owners of Lots within the Fairway Cottages Neighborhood are not permitted to improve, modify or otherwise make use of the Excess Lot Area, except for any walkway thereon and except as provided in subparagraph (b) below, or improve, modify or make use of any part of the Neighborhood Common Area, except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

(b) Owners of Lots within the Fairway Cottages 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 Fairway Cottages 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) Units which are to be constructed on Lots within the Fairway Cottages Neighborhood must generally conform with existing Units within the Fairway Cottages Neighborhood in terms of height, elevations, exterior color(s), roof materials and over-all appearance. Building plans submitted for approval pursuant to Article VII of the Declaration must be consistent with this requirement. The ARC shall have the authority to determine compliance with this restriction and on behalf of the Association, to enforce the same.

IN WITNESS WHEREOF, this Sixth 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

SS:

COUNTY OF WASATCH

On the 24 day of November, 2014, personally appeared before me Todd 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 UT DL as identification.



Kelly Rae Cook
Notary Public [Seal]

My Commission Expires: May 14, 2016

The undersigned entity hereby joins in this Sixth 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 24 day of November, 2014, 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 UT DL as identification.



Kelly Rae Cook
Notary Public [Seal]

My Commission Expires: May 14, 2016

EXHIBIT A

RED LEDGES PHASE 1M AND COTTAGES TO THE SOUTHWEST

BEGINNING AT A POINT SOUTH 00°00'52" EAST 2457.35 FEET AND EAST 424.23 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF RED KNOB WAY AND ALSO BEING ON THE BOUNDARY OF THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT, AS RECORDED IN THE WASATCH COUNTY RECORDERS OFFICE, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID PHASE 1 AMENDED SUBDIVISION PLAT THE FOLLOWING SEVEN (7) COURSES; 1) NORTHEASTERLY 61.64 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 59°05'56" EAST 61.54 FEET); 2) NORTH 64°31'55" EAST 220.59 FEET; 3) NORTHEASTERLY 232.76 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 51°49'52" EAST 230.85 FEET); 4) NORTH 39°07'48" EAST 165.54 FEET; 5) NORTHEASTERLY 291.28 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 56°41'51" EAST 286.74 FEET; 6) SOUTH 15°44'05" EAST 37.34 FEET; 7) SOUTH 40°40'32" WEST 856.99 FEET; THENCE LEAVING SAID PHASE 1 BOUNDARY SOUTH 15°22'56" WEST 163.10 FEET; THENCE SOUTH 37°44'38" WEST 89.12 FEET; THENCE SOUTH 72°59'40" WEST 95.02 FEET; THENCE NORTH 71°45'18" WEST 47.95 FEET; THENCE NORTH 87°41'50" WEST 130.98 FEET; THENCE NORTHEASTERLY 177.57 FEET ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 02°06'05" EAST 176.56 FEET; THENCE SOUTH 72°54'42" EAST 5.02 FEET; THENCE NORTHEASTERLY 233.22 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 33°06'29" EAST 228.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.96 ACRES, MORE OR LESS.