

FIFTH SUPPLEMENTAL DECLARATION

THIS FIFTH SUPPLEMENTAL DECLARATION is made this 24TH day of MARCH, 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, 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 Fifth 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 "Juniper Hills Neighborhood."

2. Maintenance Requirements.

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

(b) The property within the Juniper Hills 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 Juniper Hills 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 Juniper Hills Neighborhood.

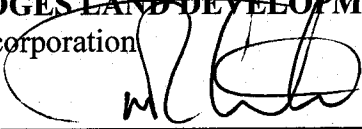
3. Restrictions Regarding the Juniper Hills Neighborhood.

(a) Owners of Lots within the Juniper Hills 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 Juniper Hills 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 Juniper Hills Neighborhood is subject to the requirements of Article VII of the Declaration, which includes obtaining the written approval of the ARC before the planting.

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

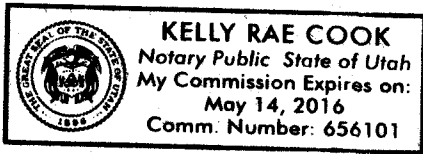
By: 
Name: TODD R. CATES
Title: VP

STATE OF UTAH

SS:

COUNTY OF WASATCH

On the 24 day of March, 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 Second Supplemental Declaration.

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

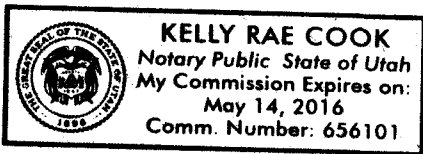
By: [Signature]
Name: TODD R CATES
Title: PRESIDENT

STATE OF UTAH

SS:

COUNTY OF WASATCH

On the 24 day of March, 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 2E SUBDIVISION – JUNIPER HILLS

BEGINNING AT A POINT SOUTH 00°00'52" EAST 2394.23 FEET AND WEST 256.67 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, 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 ALONG SAID PHASE 1 AMENDED BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 23°51'55" WEST 121.46 FEET; 2) NORTH 82°22'59" EAST 53.88 FEET; THENCE LEAVING SAID BOUNDARY, SOUTH 31°10'48" EAST 52.37 FEET; THENCE SOUTH 04°28'51" WEST 63.74 FEET; THENCE SOUTHEASTERLY 19.77 FEET ALONG THE ARC OF A NON-TANGENT 320.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 83°44'59" EAST 19.76 FEET); THENCE SOUTH 81°58'49" EAST 116.46 FEET; THENCE SOUTHEASTERLY 18.89 FEET ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 77°28'16" EAST 18.87 FEET); THENCE SOUTH 17°02'18" WEST 40.00 FEET; THENCE SOUTH 31°32'40" WEST 68.98 FEET; THENCE SOUTH 58°49'12" WEST 137.78 FEET; THENCE SOUTH 41°48'40" WEST 20.91 FEET; THENCE SOUTH 58°49'12" WEST 186.10 FEET; THENCE NORTH 31°10'48" WEST 64.00 FEET; THENCE SOUTH 58°49'12" WEST 92.00 FEET; THENCE NORTH 31°10'48" WEST 57.00 FEET; THENCE SOUTH 58°49'12" WEST 85.75 FEET; THENCE NORTH 31°10'48" WEST 100.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COPPER BELT DRIVE, SAID POINT ALSO BEING COMMON TO THE BOUNDARY OF THE RED LEDGES PHASE 1L SUBDIVISION. THENCE ALONG SAID PHASE 1L BOUNDARY THE FOLLOWING THREE (3) COURSES; 1) NORTH 34°56'49" EAST 337.73 FEET; 2) NORTHEASTERLY 184.70 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 22°29'50" EAST 183.25 FEET); 3) SOUTH 79°57'10" EAST 164.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.87 ACRES, MORE OR LESS.