

FIRST SUPPLEMENTAL DECLARATION

THIS FIRST SUPPLEMENTAL DECLARATION is made this 4TH day of JUNE 2008 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 10/11, 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, 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 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. 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 "Cottages 1 Neighborhood."

2. Maintenance Requirements.

(a) Notwithstanding anything to the contrary in the Declaration, the Association shall, with respect to each Lot within Cottages 1 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 shall be considered a Neighborhood Expense which shall result in a Neighborhood Assessment to be levied equally on all of the Lots within Cottages 1 Neighborhood.

(b) The property within Cottages 1 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 referred to in subparagraph (a) above.

(c) The maintenance provided for in subparagraphs (a) and (b) above shall specifically include snow removal from streets, driveways and walkways located within the Cottages 1 Neighborhood.

3. Restrictions Regarding Cottages 1 Neighborhood.

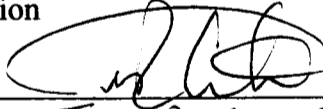
(a) Owners of Lots within Cottages 1 Neighborhood are not permitted to improve, modify or otherwise make use of the Excess Lot Area, except for any walkway thereon and except as provided in subparagraphs (b) and (c) below, or improve, modify or make use of any part of the Neighborhood Common Area, except for any walkway or driveway thereon.

(b) Owners of Lots within Cottages 1 Neighborhood are permitted to construct, own and use a patio at ground level which can encroach into the Excess Lot Area and up to five feet (5') into the Neighborhood Common Area adjacent to the Lot. These Owners are also permitted to construct, own and use decks or balconies that are above ground level (except for the support system, if any, which is at ground level), which can encroach into the Excess Lot Area and up to three feet (3') into the Neighborhood Common Area adjacent to the Lot. Prior to constructing any such Improvement, the Owner of a Lot within Cottages 1 Neighborhood must comply with the requirements of Article VII of the Declaration, which includes obtaining the written approval of the ARC before commencing any construction work along the lines referred to hereinabove or before any modification of existing construction. Notwithstanding anything to the contrary contained in Paragraph 2 above, the Owner of the Lot shall be responsible for the maintenance and repair of any patio, deck or balcony constructed pursuant to this provision and at the Owner's sole cost and expense.

(c) Owners of Lots within Cottages 1 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 Cottages 1 Neighborhood, an Owner is permitted to plant landscaping material therein. Any proposed planting by an Owner of a Lot in Cottages 1 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 First Supplemental Declaration has been executed as of the day and year first above written.

RED LEDGES LAND DEVELOPMENT, INC.,
a Florida corporation

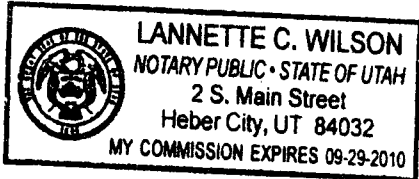
By: 
Name: TODD R. CATES
Title: VP

STATE OF UTAH

SS:

COUNTY OF WASATCH

On the 04 day of JUNE, 2008, personally appeared before me TODD R. CATES, as VICE PRESIDENT 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 FL DRIVER LICENSE as identification.



Lannette Wilson
Notary Public [Seal]

My Commission Expires: _____

The undersigned entity hereby joins in this Supplemental Declaration.

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

By:

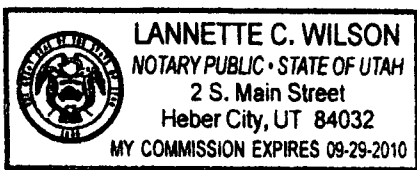
[Signature]
Name: TODD R. CATES
Title: PRESIDENT

STATE OF UTAH

SS:

COUNTY OF WASATCH

On the 04 day of JUNE, 2008, personally appeared before me TODD R. 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 FL DRIVER LICENSE as identification.



Lannette Wilson
Notary Public [Seal]

My Commission Expires: _____

LEGAL DESCRIPTION
EXHIBIT "A"

All of Lots 1 through 44, Cabins At Red Ledges Subdivision Phase 1B Plat, according to the official plat thereof, recorded in the office of the County Recorder of Wasatch County, State of Utah.

Together with the right to use and enjoy the common area as set forth and delineated in the Record of Survey Map recorded April 8, 2008 as Entry No. 334277 in Book 964 at Page 449 of Official Records, and further defined in that Certain Declaration of Covenants, Conditions and Restrictions recorded October 11, 2007 as Entry No. 327154 in Book 951 at Page 1779 of Official Records.

The following is shown for informational purposes only: Tax Serial No. OZX-1B01 through OZX-1B44.
