

EIGHTH SUPPLEMENTAL DECLARATION

THIS EIGHTH SUPPLEMENTAL DECLARATION is made this 19th day of March, 2020 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 "Original 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, as amended by Amendment to First Supplemental Declaration dated August 1, 2019 and recorded in the Land Records in Book 1259, at Page 1391; 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, 2013, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1095 at Page 355, as amended by Amendment to Fourth Supplemental Declaration dated July 9, 2019 and recorded in the Land Records in Book 1257, at Page 446; 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, a Sixth Supplemental Declaration dated November 24, 2014, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1117 at Page 1387; and

WHEREAS, a Seventh Supplemental Declaration dated July 2, 2015, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1134, at Page 493; 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 Eighth 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 "Village Center Cabins Neighborhood."

2. Maintenance Requirements.

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

(b) The property within the Village Center 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 Village Center Cabins Neighborhood.

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

3. Restrictions Regarding the Village Center Cabins Neighborhood.

(a) Owners of Lots within the Village Center 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.

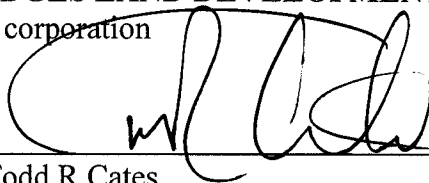
(b) Owners of Lots within the Village Center Cabins Neighborhood are permitted to enhance the landscaping, if any, planted in the Excess Lot Area and existing at the time of the initial closing on the Lot in question. If no landscaping has been planted in the Excess Lot Area at the time of the initial 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 Village Center 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 Village Center Cabins Neighborhood (as identified by the Association) 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; and (iii) the rental of any Unit must be governed by the Property Management Agreement then in use by the Declarant, which may be amended or changed from time to time, and must be signed by both the Owner of the Lot and the Declarant.

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

RED LEDGES LAND DEVELOPMENT, INC.,
a Florida corporation

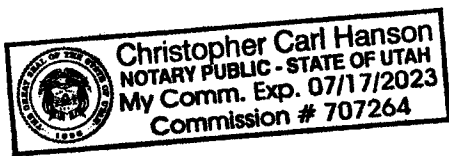
By: 
Name: Todd R Cates
Title: Vice President


STATE OF UTAH

ss:

COUNTY OF WASATCH

On the 19 day of March, 2020, 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.



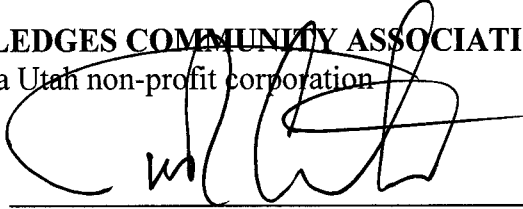


Notary Public [Seal]

My Commission Expires: July 17, 2023

The undersigned entity hereby joins in this Eighth Supplemental Declaration.

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



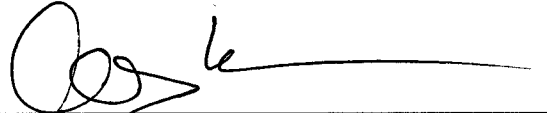
By: _____
Name: Todd R Cates
Title: Vice President

STATE OF UTAH

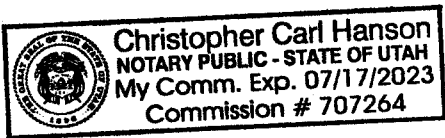
ss:

COUNTY OF WASATCH

On the 19 day of March, 2020, personally appeared before me Todd R Cates as Vice President of Red Ledges Community Association, Inc., a Utah non-profit corporation, who acknowledged before me, a Notary Public, that he executed the foregoing Eighth Supplemental Declaration as his sole act and deed.



Notary Public [Seal]



My Commission Expires: July 17, 2023

EXHIBIT "A"

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°48'50" EAST BETWEEN THE SOUTHEAST CORNER OF SECTION 33 AND THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT NORTH 89°48'50" EAST 576.79 FEET AND NORTH 1528.82 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE VILLAS AT RED LEDGES PHASE 1C AMENDED SUBDIVISION BOUNDARY AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF RED LEDGES VILLAGE WAY AND RUNNING THENCE NORTH 12°45'38" EAST 15.48 FEET; THENCE NORTHEASTERLY 89.94 FEET ALONG THE ARC OF A 480.00 FOOT TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 07°23'33" EAST 89.81 FEET); THENCE NORTHEASTERLY 203.60 FEET ALONG THE ARC OF A 420.00 FOOT TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 15°54'42" EAST 201.61 FEET); THENCE NORTHEASTERLY 312.70 FEET ALONG THE ARC OF A 880.00 FOOT TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 19°37'09" EAST 311.05 FEET); THENCE NORTH 83°21'28" WEST 99.75 FEET; THENCE NORTH 06°38'32" EAST 122.67 FEET; THENCE NORTH 27°00'00" WEST 100.11 FEET, THENCE SOUTH 63°00'00" WEST 140.76 FEET; THENCE NORTH 58°37'15" WEST 185.91 FEET; THENCE SOUTH 44°56'09" WEST 132.98 FEET TO A POINT ON THE RED LEDGES PHASE 2 SUBDIVISION BOUNDARY. THENCE ALONG SAID PHASE 2 BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) NORTH 18°56'54" EAST 166.46 FEET; 2) NORTH 42°50'08" EAST 315.73 FEET; 3) NORTH 32°31'03" EAST 220.58 FEET; 4) NORTH 37°52'07" EAST 280.91 FEET TO A POINT ON THE RED LEDGES PHASE 2A SUBDIVISION BOUNDARY, SAID POINT ALSO BEING THE EASTERLY BOUNDARY OF THE TIMPANOGOS CANAL EASEMENT AS RECORDED IN BOOK 399, PAGE 575, AND BOOK 427, PAGE 289 OF THE WASATCH COUNTY RECORDERS OFFICE. THENCE ALONG SAID PHASE 2A BOUNDARY AND EASTERLY EASEMENT BOUNDARY THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 22°31'42" EAST 32.14 FEET; 2) SOUTHWESTERLY 81.84 FEET ALONG THE ARC OF A 87.96 FOOT CURVE TO THE RIGHT (CHORD BEARS SOUTH 04°07'46" WEST 78.92 FEET); 3) SOUTH 30°47'13" WEST 77.29 FEET; 4) SOUTHWESTERLY 58.67 FEET ALONG THE ARC OF A 92.99 FOOT CURVE TO THE LEFT (CHORD BEARS SOUTH 12°42'48" WEST 57.70 FEET); 5) SOUTH 05°21'38" EAST 39.45 FEET; 6) SOUTHEASTERLY 78.29 FEET ALONG THE ARC OF A 55.30 FOOT CURVE TO THE LEFT (CHORD BEARS SOUTH 45°55'23" EAST 71.92 FEET); 7) SOUTH 86°29'09" EAST 78.16 FEET; 8) SOUTHEASTERLY 26.92 FEET ALONG THE ARC OF A 92.46 FOOT CURVE TO THE RIGHT (CHORD BEARS SOUTH 78°08'40" EAST 26.83 FEET); THENCE SOUTH 20°11'48" WEST 60.00 TO THE WESTERLY BOUNDARY OF SAID TIMPANOGOS CANAL EASEMENT; THENCE ALONG SAID WESTERLY EASEMENT BOUNDARY THE FOLLOWING FOURTEEN (14) COURSES: 1) SOUTHEASTERLY 44.35 FEET ALONG THE ARC OF A 32.45 FOOT NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°39'11" EAST 40.98 FEET); 2) SOUTH 08°29'25" WEST 44.73 FEET; 3) SOUTHEASTERLY 57.60 FEET ALONG THE ARC OF A 96.26 FOOT CURVE TO THE LEFT (CHORD BEARS SOUTH 08°39'16" EAST 56.75 FEET); 4) SOUTH 25°47'56" EAST 43.60 FEET; 5) SOUTHEASTERLY 10.05 FEET ALONG THE ARC OF A 24.78 FOOT CURVE TO THE RIGHT (CHORD BEARS SOUTH 14°10'55" EAST 9.98 FEET); 6) SOUTH 02°33'55" EAST 98.60 FEET; 7) SOUTHWESTERLY 8.06 FEET ALONG THE ARC OF A 10.11 FOOT CURVE TO THE RIGHT (CHORD BEARS SOUTH 20°17'10" WEST 7.85 FEET); 8) SOUTHWESTERLY 80.42 FEET ALONG THE ARC OF A 97.41 FOOT CURVE TO THE LEFT (CHORD BEARS SOUTH 19°29'11" WEST 78.16 FEET); 9) SOUTH 04°09'54" EAST 62.41 FEET; 10) SOUTHWESTERLY 124.40 FEET ALONG THE ARC OF A 602.59 FOOT CURVE TO THE RIGHT (CHORD BEARS SOUTH 01°44'58" WEST 124.18 FEET); 11) SOUTH 07°39'49" WEST 100.54 FEET; 12) SOUTHWESTERLY 41.36 FEET ALONG THE ARC OF A 389.81 FOOT CURVE TO THE LEFT (CHORD BEARS SOUTH 04°37'25" WEST 41.35 FEET); 13) SOUTH 01°35'01" WEST 100.32 FEET; 14) SOUTHEASTERLY 67.46 FEET ALONG

THE ARC OF A 127.10 FOOT CURVE TO THE LEFT (CHORD BEARS SOUTH 13°37'15" EAST 66.67 FEET) TO A POINT ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION BOUNDARY. THENCE ALONG SAID PHASE 1 AMENDED SUBDIVISION BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTH 35°59'21" WEST 154.51 FEET; 2) SOUTHWESTERLY 55.45 FEET ALONG THE ARC OF A 175.00 FOOT TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 26°54'41" WEST 55.22 FEET); 3) SOUTH 17°50'01" WEST 177.81 FEET TO A POINT ON THE SAID PHASE 1C SUBDIVISION NORTHERLY BOUNDARY. THENCE ALONG SAID 1C BOUNDARY NORTH 77°10'19" WEST 170.10 FEET TO THE POINT OF BEGINNING. ALSO, EXCLUDING LOT 3A-16.

CONTAINING 5.39 ACRES, MORE OR LESS.

ALSO KNOWN AS THE VILLAS AT RED LEDGES PHASE 3A, ALSO EXCLUDING LOT 3A-16.

INCLUDES:

- OVL-3A01-0-033-035
- OVL-3A02-0-033-035
- OVL-3A03-0-033-035
- OVL-3A04-0-033-035
- OVL-3A05-0-033-035
- OVL-3A06-0-033-035
- OVL-3A07-0-033-035
- OVL-3A08-0-033-035
- OVL-3A09-0-033-035
- OVL-3A10-0-033-035
- OVL-3A11-0-033-035
- OVL-3A12-0-033-035
- OVL-3A13-0-033-035
- OVL-3A14-0-033-035
- OVL-3A15-0-033-035
- OVL-3A17-0-033-035
- OVL-3A18-0-033-035
- OVL-3A19-0-033-035
- OVL-3AOPN-A-033-035
- OVL-3AOPN-B-033-035
- OVL-3AOPN-C-033-035
- OVL-3AOPN-D-033-035
- OVL-3AOPN-E-033-035
- OVL-3AOPN-F-033-035
- OVL-3AOPN-G-033-035