

### TENTH SUPPLEMENTAL DECLARATION

THIS TENTH SUPPLEMENTAL DECLARATION is made this \_\_\_\_\_<sup>th</sup> day of June, 2023 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 062; 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 Second Amendment to Fourth Supplemental Declaration dated April 27, 2022 and recorded in the Land Records in Book 1407, at Page 520; 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 9, 2015, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1134, at Page 493; and

WHEREAS, an Eighth Supplemental Declaration dated March 19, 2020, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1286, at Page 442; and

WHEREAS, a Ninth Supplemental Declaration dated December 10, 2021, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1389, at Page 073; and

WHEREAS, a Neighborhood Declaration and Neighborhood Declaration of condominium Red Ledges Phase 3L Villas dated December 10, 2021, executed by the Declarant and the Association, has been recorded in the Land Records in Book 1389, at Page 083; 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.

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 "Mountain View Village Neighborhood."

2. Maintenance Requirements. Notwithstanding anything to the contrary in the Declaration:

(a) The Association shall, with respect to each Lot within the Mountain View Village 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 it relates to the Lots within the Mountain View Village 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 Mountain View Village Neighborhood.

(b) The property within the Mountain View Village 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 Mountain View Village 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 Mountain View Village Neighborhood.

3. Restrictions Regarding the Mountain View Village Neighborhood. Notwithstanding anything to the contrary in the Declaration:

(a) Owners of Lots within the Mountain View Village 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 Mountain View Village Neighborhood are not permitted to enhance the landscaping, if any, planted in the Excess Lot Area. If no landscaping has been planted in the Excess Lot Area at the time of the Owner's initial closing on a Lot within such Neighborhood, an Owner may be permitted to plant landscaping material therein subject to the requirements of Article VII of the Declaration, which includes obtaining the written approval of the ARC before the installing of landscaping or plantings.

(c) Owners of certain Lots within the Mountain View Village 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 Article VI, Section 2 of the Declaration, 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 Tenth Supplemental Declaration has been executed as of the day and year first above written.

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

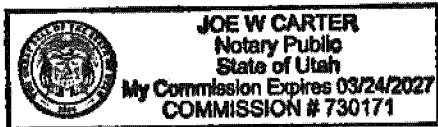
By: *Kaylene Kotter*  
Name: Kaylene Kotter  
Title: Vice President

STATE OF UTAH

ss:

COUNTY OF WASATCH

On the 30<sup>th</sup> day of JUNE, 2023, personally appeared before me Kaylene Kotter, 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.



*[Signature]*  
Notary Public [Seal]

My Commission Expires: 3-24-27

The undersigned entity hereby joins in this Tenth Supplemental Declaration.

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

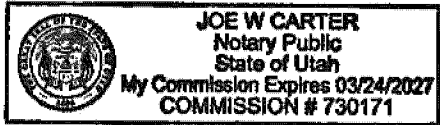
By: *Kaylene Kotter*  
Name: Kaylene Kotter  
Title: Vice President

STATE OF UTAH

ss:

COUNTY OF WASATCH

On the 30<sup>th</sup> day of JUNE, 2023, personally appeared before me Kaylene Kotter 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 Tenth Supplemental Declaration as his sole act and deed.



*[Signature]*  
Notary Public [Seal]  
My Commission Expires: 3-24-27

**EXHIBIT "A"**

All of Red Ledges Phase 3K Subdivision Vacating Lots 312, 318, and 319 of Red Ledges Phase 2J, as recorded as Entry 512720, Book 1390, Page 1878-79 in the Wasatch County Recorder's office, more particularly described as follows:

BEGINNING AT A POINT SOUTH 89°22'55" WEST 1215.08 FEET AND SOUTH 1350.57 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°52'13" EAST 1146.33 FEET TO A POINT ON THE RED LEDGES PHASE 2J SUBDIVISION BOUNDARY; THENCE ALONG SAID PHASE 2J SUBDIVISION BOUNDARY SOUTH 00°07'47" EAST 20.00 FEET; THENCE LEAVING SAID PHASE 2J BOUNDARY NORTH 89°52'13" EAST 200.10 FEET TO A POINT ON THE HAYSTACK MOUNTAIN ROAD NORTHERLY RIGHT OF WAY. THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: 1) SOUTHWESTERLY 248.01 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 51°44'28" WEST 242.04 FEET); 2) SOUTHWESTERLY 115.93 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 36°52'18" WEST 115.64 FEET); THENCE NORTHWESTERLY 24.87 FEET ALONG THE ARC OF A 15.00 FOOT TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 88°38'31" WEST 22.12 FEET); THENCE SOUTH 48°51'08" WEST 50.00 FEET; THENCE SOUTHWESTERLY 24.87 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 06°20'47" WEST 22.12 FEET); THENCE SOUTHWESTERLY 138.68 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 62°12'17" WEST 138.19 FEET); THENCE SOUTH 70°34'07" WEST 61.61 FEET; THENCE NORTH 45°43'18" WEST 157.24 FEET; THENCE SOUTH 44°17'14" WEST 25.00 FEET; THENCE NORTH 45°43'42" WEST 154.35 FEET; THENCE SOUTH 20°37'33" EAST 76.28 FEET; THENCE SOUTH 88°19'03" WEST 57.87 FEET; THENCE SOUTH 73°43'56" WEST 64.84 FEET; THENCE SOUTH 34°29'48" WEST 57.19 FEET; THENCE SOUTH 74°42'02" WEST 86.34 FEET; THENCE SOUTH 15°17'58" EAST 98.91 FEET; THENCE SOUTHWESTERLY 54.74 FEET ALONG THE ARC OF A 335.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 60°32'45" WEST 54.68 FEET); THENCE NORTHWESTERLY 21.84 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 82°24'58" WEST 19.96 FEET); THENCE SOUTH 49°18'10" WEST 50.00 FEET; THENCE SOUTHWESTERLY 21.84 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 01°01'17" WEST 19.96 FEET); THENCE NORTH 83°54'43" WEST 213.01 FEET; THENCE NORTHEASTERLY 126.89 FEET ALONG THE ARC OF A 2919.33 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 07°40'30" EAST 126.88 FEET); THENCE NORTHWESTERLY 349.77 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 21°10'13" WEST 333.91 FEET); THENCE NORTH 00°00'32" WEST 72.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.36 ACRES, MORE OR LESS.

Also, all of Red Ledges Phase 2J Amended Subdivision: The Villas at Red Ledges, amending lots 307-311 of Red Ledges Phase 2J Final Plat: The Villas at Red Ledges as recorded as Entry 495591, Book 1342, Page 1573 in the Wasatch County Recorder's office, more particularly described as follows:

BEGINNING AT A POINT SOUTH 89°22'55" WEST 820.03 FEET AND SOUTH 1715.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 74°42'02" EAST 86.34 FEET; THENCE

NORTH 34°29'48" EAST 57.19 FEET; THENCE NORTH 73°43'56" EAST 64.84 FEET; THENCE NORTH 88°19'03" EAST 57.87 FEET; THENCE SOUTH 45°43'42" EAST 85.28 FEET; THENCE NORTH 44°16'18" EAST 32.36 FEET; THENCE NORTH 44°17'14" EAST 25.00 FEET; THENCE SOUTH 45°43'18" EAST 157.24 FEET TO A POINT ON THE HAYSTACK MOUNTAIN DRIVE NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 70°34'07" WEST 18.65 FEET; 2) SOUTHWESTERLY 224.24 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 84°05'34" WEST 222.16 FEET); 3) SOUTHWESTERLY 189.38 FEET ALONG THE ARC OF A 335.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 81°25'19" WEST 186.87 FEET); THENCE LEAVING SAID RIGHT OF WAY NORTH 15°17'58" WEST 98.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.14 ACRES, MORE OR LESS.

0RX-2J308-0-033-035
0RX-2J309-0-033-035
0RX-2J310-0-033-035
0RX-2J311-0-033-035
0RX-3K01-0-033-035
0RX-3K02-0-033-035
0RX-3K03-0-033-035
0RX-3K04-0-033-035
0RX-3K05-0-033-035
0RX-3K06-0-033-035
0RX-3K07-0-033-035
0RX-3K08-0-033-035
0RX-3K09-0-033-035
0RX-3K10-0-033-035
0RX-3K11-0-033-035
0RX-3K12-0-033-035
0RX-3K13-0-033-035
0RX-3K14-0-033-035
0RX-3K15-0-033-035
0RX-3K16-0-033-035
0RX-3K17-0-033-035
0RX-3K18-0-033-035
0RX-3K19-0-033-035

21788563\_v4