

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE BRIDGESTONE HOMEOWNER'S ASSOCIATION**

A Planned Unit Development (Expandable)
Cedar Hills, Utah County, State of Utah

THIS SUPPLEMENTAL DECLARATION is made as of the date herein set forth by Foothill Development, Inc., (herein referred to as the "Declarant").

WITNESSETH:

WHEREAS, Bridgestone Homeowner's Association has previously filed with the Utah County Recorder's Office a document entitled "Declaration of Covenants, Conditions, and Restrictions of the Bridgestone Homeowner's Association." Said document was recorded in the Utah County Recorder's Office on the 2nd day of June, 1998.

WHEREAS, Article VI of the Declaration of Covenants, Conditions, and Restrictions of the Bridgestone Homeowner's Association entitled "Expandability" provides for the filing of this Supplemental Declaration, subject to certain conditions as set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the undersigned agree as follows:

**INCORPORATION OF ORIGINAL
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE BRIDGESTONE HOMEOWNER'S ASSOCIATION**

The undersigned incorporate all provisions of the original Declaration of Covenants, Conditions, and Restrictions of the Bridgestone Homeowner's Association, a Planned Unit Development (Expandable) by this reference into this document designated as a Supplemental Declaration. All of the undersigned shall be bound to the provisions of the original Declaration as though all provisions were rewritten into this Supplemental Declaration.

This Supplemental Declaration shall also be subject to the provisions of any amendment or supplement to the original Declaration.

OWNERS

The undersigned represent and warrant that the following are the owners of the additional land and collectively they become the Declarant:

- 1). Foothill Development, Inc.
- 2). Landco Development, Inc.

Each of the foregoing individuals or entities have signed this agreement.

LAND TO BE ANNEXED

The following contains the legal description of the land for which the Declarant seeks to annex.

See Exhibit A.

PROPERTY RIGHTS

The undersigned declare that the annexed land is to be held, transferred, sold, conveyed, and occupied subject to all of the provisions as set out in the original Declaration of Covenants, Conditions, and Restrictions of the Bridgestone Homeowner's Association filed with Utah County on the 2nd day of June, 1998 as well as any amendments made thereto.

ADDITIONAL LIMITATIONS, RESTRICTIONS, EASEMENTS, COVENANTS AND CONDITIONS

In addition to the requirements of the original Declaration of Covenants, Conditions, and Restrictions and the amendments or supplements thereto, the annexed land shall be subject to the following additional limitations, restrictions, easements, covenants and conditions, none of which are inconsistent with the original Declaration, nor any amendments or supplements thereto:

There are no additional limitations, restrictions, easements, covenants or conditions.

Upon the effective date of annexation, the annexed land shall become part of the property and the development and subject to the provisions of this Supplemental Declaration as well as the original Declaration of Covenants, Conditions, and Restrictions of the Bridgestone Homeowner's Association as well as any amendments or supplements thereto.

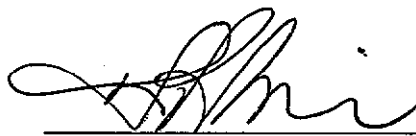
LIMITATION ON ANNEXATION

The Declarant as identified herein represents and warrants as follows:

a. The annexed land is part of the additional land as set forth and described in the original Declaration of Covenants, Conditions, and Restrictions of the Bridgestone Homeowner's Association.

b. This Supplemental Declaration shall not effectuate an annexation of land which would cause the total number of lots existing in the development to exceed One Hundred and Four (104).

c. Attached to this Supplemental Declaration is the consent of each mortgage holder, holder of a deed of trust or other security device affecting any part of the additional land being annexed into the development, providing their consent to the recordation of this Supplemental Declaration and



Landco Development, Inc.
Declarant

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 12th day of April, 1999, personally appeared before me Ty Briggs,
the signer of the within instrument, who duly acknowledged to me that he or she executed the same.

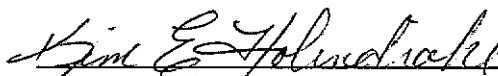
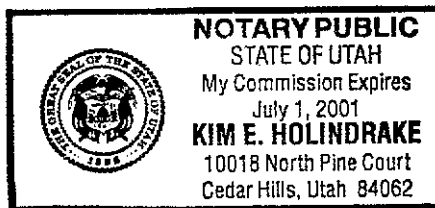

Notary Public

EXHIBIT "A"

COMMENCING NORTH 89 DEG 30'34" EAST ALONG THE SECTION LINE 1782.86 FEET AND SOUTH 8.96 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 88.83 FEET; THENCE NORTH 17 DEG 40'45" EAST 14.82 FEET; THENCE SOUTH 89 DEG 34'55" EAST 123.45 FEET; THENCE SOUTH 02 DEG 51'52" WEST 13.16 FEET; THENCE ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT 131.56 FEET, THE CHORD BEARS SOUTH 10 DEG 53'00" WEST 131.13 FEET; THENCE SOUTH 18 DEG 54'08" WEST 58.18 FEET; THENCE ALONG THE ARC OF A 560.00 FOOT RADIUS CURVE TO THE LEFT 41.22 FEET, THE CHORD BEARS SOUTH 16 DEG 47'36" WEST 41.21 FEET; THENCE SOUTH 14 DEG 41'04" WEST 77.08 FEET; THENCE NORTH 75 DEG 07'36" WEST 131.13 FEET; THENCE NORTH 00 DEG 41'51" WEST 42.74 FEET; THENCE NORTH 03 DEG 34'15" WEST 221.78 FEET TO THE POINT OF BEGINNING.