

**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, a Supplemental Declaration to the Covenants, Conditions and Restrictions of the Bridgestone Home Owner's Association was filed on April 14, 1999 by Foothill Development, Inc. and Landco Development, Inc. in the Utah County Recorder's Office on April 14, 1999 as Entry No. 42817, Book 5046, Page 734.

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). McMullin Homes, 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 to 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 annexated 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 to the plat to which this Supplemental Declaration relates.

d. That the final plat for the portion of the additional land to be annexed pursuant to this Supplemental Declaration has been approved by the town council of Cedar Hills, Utah.

e. That the additional land added to the development is subdivided into lots and common areas designated to be used for purposes similar and in harmony to those contemplated by the original Declaration and any amendments or supplements thereto with all units and lots being similar in concept as that of such units, lots and uses in Phase One of the development provided, however, that in each succeeding phase of the development, the architectural style of the units within such phase have remained consistent throughout each phase and in harmony with that of prior phases.

f. That all common areas covered by this Supplemental Declaration and designated on the plat filed concurrent thereto shall be conveyed to the Bridgestone Homeowner's Association.

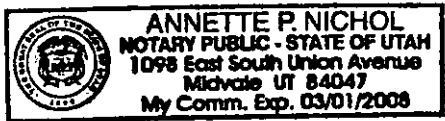
g. That not more than ten (10) years have expired since the filing of the original Declaration of Covenants, Conditions, and Restrictions in the office of the Utah County Recorder, State of Utah.

Dustin McMullin

McMullin Homes, Inc.
Declarant

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of May, 2006, personally appeared before me
Dustin McMullin the signer of the within instrument, who duly
acknowledged to me that he or she executed the same.



Annette P. Nichol
Notary Public

**CONSENT TO RECORDATION OF SUPPLEMENTAL DECLARATION
AND TO THE PLAT TO WHICH SUCH SUPPLEMENTAL
DECLARATION RELATES**

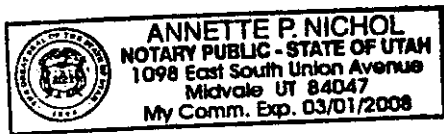
The undersigned, holder of a mortgage deed of trust or other security device affecting some or all of the additional land being annexed into the Bridgestone Planned Unit Development, in Cedar Hills, Utah County, State of Utah, hereby consents to the subject land being annexed into the development and to the foregoing Supplemental Declaration and to the Plat to which the foregoing Supplemental Declaration relates.

Dustin McMullin

McMullin Homes, Inc.
Declarant

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of May, 2006 personally appeared before me Dustin McMullin, who duly acknowledged to me that he or she executed the foregoing Consent to Recordation of Supplemental Declaration for and on behalf of McMullin Homes Inc. and that he/she has the authority to execute documents on behalf of the foregoing entity.



Annette P. Nichol

Notary Public

EXHIBIT A**SCHEDULE A, LEGAL DESCRIPTION.**

Beginning at a point North 89°30'34" East along the Section line 2,031.01 feet and South 426.13 feet and East 334.41 feet from the Southwest corner of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian (basis of bearing is North 89°30'34" East between the Southwest Corner and the South ¼ corner of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian); and running thence North 14°17'30" East 140.98 feet; thence North 75°42'30" West 29.54 feet; thence North 14°17'30" East 41.32 feet; thence North 27°51'37" East 81.24 feet; thence North 72°51'37" East 4.95 feet; thence South 62°08'23" East 64.52 feet; thence 106.10 feet along the arc of a 221.00 foot radius curve to the left (chord bears South 75°53'35" East 105.08 feet); thence South 89°38'47" East 37.47 feet; thence 40.30 feet along the arc of a 63.82 foot radius curve to the left (chord bears North 68°02'52" East 39.64 feet); thence South 00°01'29" West 293.74 feet; thence North 75°06'30" West 302.28 feet to the point of beginning.

Being the proposed plat of Plat "E", Bridgestone P.U.D.

Situate in Utah County, State of Utah.

(For reference purposes only: Part of Tax Parcel No. 14-004-0248)