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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, RETURN TO:

Larry Lindstrom
Leisure Villas Inc.
1923 North 300 East
Lehi, Utah 84095

**FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
BRIDLEWOOD VILLAS**

This First Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Bridlewood Villas (this "Supplemental Declaration") is made and entered into pursuant to the provisions of the Declaration of Covenants, Conditions, Easements and Restrictions for Bridlewood Villas, as described in Recital A hereof, by Leisure Villas Inc., a Utah corporation ("Declarant").

RECITALS

A. Declarant recorded on September 29, 2011 that certain Declaration of Covenants, Conditions, Easements and Restrictions for Bridlewood Villas (the "Declaration") in the official records of Salt Lake County, Utah as Entry No. 11251619 in Book 9953 at Page 8085. In connection with the recording of the Declaration, Declarant also recorded in the official records of Salt Lake County, Utah, that certain subdivision plat entitled Bridlewood Villas Phase 1 (the "Plat").

B. Pursuant to Section 2.5 of the Declaration, Declarant reserved the option to expand the Project without the prior consent of any other party (the "Option to Expand") to include all or a portion of the Additional Land in the Project.

C. Declarant desires to exercise its Option to Expand by adding to the Community the Additional Land identified in Bridlewood Villas Phase 2 Subdivision Plat (the "Phase 2 Plat"). The Phase 2 Plat has been recorded with the Recorder of Salt Lake County, Utah on August 1, 2013 as Entry No. 11696541 in Book 2013P at Page 148 in connection with the recording of this Supplemental Declaration. Declarant shall be the Owner of that portion of the Additional Land annexed by the exercise of its Option to Expand.

NOW, THEREFORE, Declarant hereby exercises its unilateral right to expand the Community to include the Additional Land and amends the Declaration as follows:

1. Defined Terms and Incorporation of Recitals. Capitalized terms used and not otherwise defined in this Supplemental Declaration shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Supplemental Declaration.

2. Exercise of Option to Expand. Declarant hereby exercises its Option to Expand the Community pursuant to Section 2.5 of the Declaration, and adds to the Community the Additional Land as more particularly set forth in the Phase 2 Plat, together with the improvements located thereon or to be located thereon, to become part of the Community as Lots, Residences, Common Areas, and other improvements as generally shown on the Phase 2 Plat and that may be created in accordance with the Declaration. Developer declares that from and after the date set forth below, the Additional Land set forth in the Phase 2 Plat is now subject to, and governed by, the provisions of the Declaration and any amendments or supplements thereto. Subject to the terms of the Declaration, the roads as shown on the Phase 2 Plat are intended for the use of the public, the same to be used as public thoroughfares forever.

3. Amended Community Subject to the Declaration. Declarant declares that from and after the recordation of this Supplemental Declaration and the Phase 2 Plat, the Community shall consist of all the real property described in the amended Exhibit "A" attached to this Supplemental Declaration, as well as all of the Lots, Residences, and Common Areas set forth in the Plat, as supplemented by the Phase 2 Plat. Accordingly, the legal description of the Property set forth in Exhibit "A" to the Declaration is hereby amended in its entirety to be the description of the Property set forth in Exhibit "A" to this Supplemental Declaration, which is incorporated herein by this reference. All of such property is now subject to, and governed by, all of the provisions, covenants, restrictions, easements, liens and charges of the Declaration and any amendments or supplements thereto, and shall be held, transferred, sold, conveyed and occupied subject to the Declaration.

4. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Community reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Additional Land. The exercise of Declarant's rights concerning such Additional Land shall be governed by the same terms, provisions and limitations set forth in the Declaration regarding the exercise of such rights.

5. Apportionment of Community Expenses. In accordance with Section 6.2.3 of the Declaration, Community Expenses shall be equally apportioned among the Owners, including Owners of Lots submitted to the Community through this Supplemental Declaration.

6. Membership and Votes in Association. Each Owner of a Lot submitted to the Community through this Supplemental Declaration, including Declarant, shall be a member of the Association and is allotted one (1) vote per Lot owned.

7. Declaration Remains in Effect. This Supplemental Declaration and the Phase 2 Plat shall be considered supplemental to the Declaration and the Plat. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Supplemental Declaration or the Phase 2 Plat. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the provisions of this Supplemental Declaration and the Declaration, this Supplemental Declaration shall control.

8. Authority of Declarant. Declarant hereby certifies that Declarant may execute this Supplemental Declaration without the consent or signature of any other person (including any Owner or the Association) pursuant to Section 2.5 of the Declaration.

9. No Waiver. No failure or delay on the part of Declarant in exercising any right, power or remedy under the Community Documents in connection with the Community shall operate as a waiver thereof.

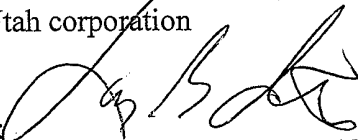
10. Effective Date. This Supplemental Declaration shall be effective as of the date of its recordation in the real property records of the Official Records of Salt Lake County, Utah.

11. Authority to Execute Additional Documents. Declarant reserves the unilateral and exclusive right to execute and deliver such additional documents and do such other acts as may be reasonably necessary to fully implement the intent of this Supplemental Declaration and to perfect and preserve the rights and interests of Declarant hereunder and the priority thereof.

[Signatures on Following Page]


IN WITNESS WHEREOF, this Supplemental Declaration is hereby executed this 8th day of November, 2013.

LEISURE VILLAS INC.,
a Utah corporation

By: 
Name: Larry B. Lindstrom
Its: President

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8th day of November, 2013, by Larry B. Lindstrom, the President of Leisure Villas Inc., a Utah corporation.


NOTARY PUBLIC
Residing at: Sandy, Utah

My Commission Expires: June 30, 2015

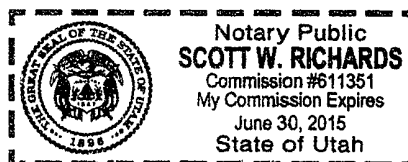


EXHIBIT A

Legal Description of Property

All of Lots 1-80 of BRIDLEWOOD VILLAS PHASE 1, as recorded on September 29, 2011 at the Salt Lake County Recorder's office, State of Utah as Entry No. 11251619 in Book 9953 at Page 8085, and all of Lots 81-156 of BRIDLEWOOD VILLAS PHASE 2, as recorded on August 1, 2013 at the Salt Lake County Recorder's office, State of Utah as Entry No. 11696541 in Book 2013P at Page 148.

Bridlewood Villas Phase 1

Lot: Parcel Id. No.:

1 27-03-378-010
2 27-03-378-009
3 27-03-378-007
4 27-03-378-008
5 27-03-378-005
6 27-03-378-003
7 27-03-378-004
8 27-03-378-006
9 27-03-378-002
10 27-03-355-010
11 27-03-355-009
12 27-03-378-001
13 27-03-355-008
14 27-03-355-007
15 27-03-355-005
16 27-03-355-006
17 27-03-355-016
18 27-03-355-018
19 27-03-355-017
20 27-03-355-015
21 27-03-355-028
22 27-03-355-030
23 27-03-355-029
24 27-03-355-027
25 27-03-355-026
26 27-03-355-025
27 27-03-355-023
28 27-03-355-024
29 27-03-355-022
30 27-03-355-021
31 27-03-355-019
32 27-03-355-020
33 27-03-355-013
34 27-03-355-011
35 27-03-355-012
36 27-03-355-014
37 27-03-355-003
38 27-03-355-001
39 27-03-355-002
40 27-03-355-004
41 27-03-354-002
42 27-03-354-004
43 27-03-354-003

Lot: Parcel Id. No.:

42 27-03-354-004
43 27-03-354-003
44 27-03-354-001
45 27-03-354-006
46 27-03-354-008
47 27-03-354-007
48 27-03-354-005
49 27-03-354-010
50 27-03-354-012
51 27-03-354-011
52 27-03-354-009
53 27-03-354-014
54 27-03-354-016
55 27-03-354-015
56 27-03-354-013
57 27-03-354-017
58 27-03-354-018
59 27-03-354-020
60 27-03-354-019
61 27-03-354-022
62 27-03-354-024
63 27-03-354-023
64 27-03-354-021
65 27-03-356-003
66 27-03-356-001
67 27-03-356-002
68 27-03-356-004
69 27-03-356-005
70 27-03-379-001
71 27-03-379-002
72 27-03-356-006
73 27-03-379-003
74 27-03-379-004
75 27-03-379-006
76 27-03-379-005
77 27-03-379-007
78 27-03-379-008
79 27-03-379-010
80 27-03-379-009
COMMON AREA 27-03-355-031

Bridlewood Villas Phase 2

Lot: Parcel Id. No.:

81 27-03-379-027
82 27-03-379-028
83 27-03-379-029
84 27-03-379-030
85 27-03-379-031
86 27-03-379-032
87 27-03-379-034
88 27-03-379-033
89 27-03-379-025
90 27-03-379-023
91 27-03-379-024
92 27-03-379-026
93 27-03-379-021
94 27-03-379-019
95 27-03-379-020
96 27-03-379-022
97 27-03-379-017
98 27-03-379-015
99 27-03-379-016
100 27-03-379-018
101 27-03-379-013
102 27-03-379-011
103 27-03-379-012
104 27-03-379-014
105 27-03-329-013
106 27-03-329-014
107 27-03-329-016
108 27-03-329-015
109 27-03-329-017
110 27-03-329-018
111 27-03-329-020
112 27-03-329-019
113 27-03-329-021
114 27-03-329-022
115 27-03-329-024
116 27-03-329-023
117 27-03-326-052
118 27-03-326-054
119 27-03-326-051
120 27-03-326-053
121 27-03-326-050
122 27-03-326-049

Lot: Parcel Id. No.:

123 27-03-326-047
124 27-03-326-048
125 27-03-326-046
126 27-03-326-045
127 27-03-326-043
128 27-03-326-044
129 27-03-326-042
130 27-03-326-041
131 27-03-326-039
132 27-03-326-040
133 27-03-326-056
134 27-03-326-058
135 27-03-326-057
136 27-03-326-055
137 27-03-326-060
138 27-03-326-062
139 27-03-326-061
140 27-03-326-059
141 27-03-326-064
143 27-03-326-065
144 27-03-326-063
145 27-03-378-016
146 27-03-378-018
147 27-03-378-017
148 27-03-378-015
149 27-03-378-020
150 27-03-378-022
151 27-03-378-021
152 27-03-378-019
153 27-03-378-012
154 27-03-378-014
155 27-03-378-013
156 27-03-378-011