



ENT 66513:2015 PG 1 of 5
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2015 Jul 23 4:07 pm FEE 94.00 BY CLS
 RECORDED FOR PLEASANT GROVE CITY CORPORA

WHEN RECORDED, RETURN TO:

Larry Lindstrom
 Leisure Villas Inc.
 791 North 100 East
 Lehi, Utah 84095

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

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

RECITALS

A. Declarant recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Strawberry Creek Villas (the "Declaration") on June 12, 2014 in the official records of Utah County, Utah as Entry No. 40000:2014. In connection with the recording of the Declaration, Declarant also recorded in the official records of Utah County, Utah, that certain subdivision plat entitled Plat "A" Strawberry Creek Villas (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 as Lot 76 in Plat "A" Amended Strawberry Creek Villas Subdivision Plat (the "Amended Plat"). The Amended Plat has been recorded with the Recorder of Utah County, Utah on July 23, 2015 as Entry No. 66512-2015 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 identified as Lot 76 and more particularly set forth in the Amended 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 Amended 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 Amended Plat is now subject to, and governed by, the provisions of the Declaration and any amendments or supplements thereto. The Community shall consist of seventy-five (76) Lots and Residences, subject to Declaration's further Option to Expand, and at least sixty-one (61) of the Residences shall be Qualifying Residences as defined in Section 3.2.1 of the Declaration. Subject to the terms of the Declaration, the roads as shown on the Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Utah 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]

EXHIBIT A

Community Legal Description

All of Lots 1-76 of PLAT "A AMENDED", STRAWBERRY CREEK VILLAS,
as recorded in the Utah County Recorder's Office as Entry No.

66512-2015