

When Recorded, Return to:
Foxboro Coventry, L.L.C.
Attn: Nathan W. Pugsley
39 East Eagleridge Drive, Suite 100
North Salt Lake, UT 84054

E 2011537 B 3606 P 462
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 AUG 19 11:47 AM FEE 36.00 DEP MT
REC'D FOR US TITLE OF UTAH

DECLARATION OF EXPANSION # 7

FOXBORO COVENTRY TOWNS

REFERENCE IS MADE to that certain Declaration of Condominium for Foxboro Coventry Towns, recorded on November 6, 2003, as Instrument No. 1930423 in Book 3412, Page 760, recorded in the Official Records, Davis County Recorder, Davis County, Utah (the "Declaration").

Pursuant to Article III, Paragraph 44, Declarant reserved the right to further expand the Project to include additional Units to be subject to the Declaration, and to further such complementary additions and modifications of the covenants, conditions, and restrictions contained in the Declaration as may be necessary to hereby further expansions to the real property currently covered by the Declaration, that real property described on Exhibit A-1 to this Declaration of Expansion and depicted on Exhibit A-2 to this Declaration of Expansion (the "Expansion Property").

Upon the recordation of this Declaration of Expansion and pursuant to the terms of the Declaration, all the terms and conditions of the Declaration shall automatically apply to the Expansion Property in the same manner as if the Expansion Property originally had been covered in the Declaration and constituted a portion of the original Project. Upon said recordation, the rights, privileges, duties and liabilities of the parties to the Declaration with regard to the Expansion Property shall be the same as with regard to the original Project, and the rights,

obligations, privileges, duties and liabilities of the Owners and occupants of Units within the Expansion Property shall be the same as those of the Owners and occupants of Units within the Original Property.

Pursuant to the Declaration, Declarant reserved the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas. A revised schedule of undivided interests in the Common Areas created by this Declaration of Expansion, is shown on Exhibit B to this Declaration of Expansion (“Revised Schedule of Undivided Interest”).

The Identifying Number of each Unit in the Expansion Property is the unit number as shown on the Plat.

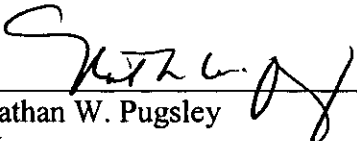
Capitalized terms herein not otherwise defined shall have the meanings set forth in the Declaration.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Expansion, as of
this 17th day of August, 2004.

DECLARANT:

FOXBORO COVENTRY, L.L.C.
a Utah limited liability company



Nathan W. Pugsley
Manager

STATE OF UTAH

County of Davis

On the 17th day of August, 2004, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he is the Manager of FOXBORO COVENTRY, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members or its Articles of Organization, and said Nathan W. Pugsley, duly acknowledged to me that the said Company executed the same.



NOTARY PUBLIC

Residing at: Syracuse, UT

My commission expires: 01/13/06

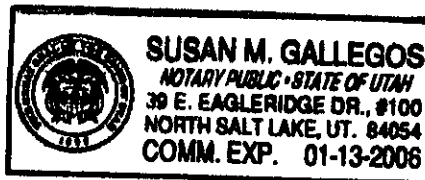


EXHIBIT A-1
Legal Description of Expansion Property

The Expansion Property is as follows:

Units 107-A, 107-B, and 107-C in Building 107, Units 127-A, 127-B, and 127-C in Building 127, and Units 128-A, 128-B, and 128-C in Building 128, contained within Coventry at Foxboro Phase 8 an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of Davis County, Utah, Recorder's Office, as Instrument No. 1943018, Book 3441, Page 280 on December 23, 2003.

Tax I.D. for Bldg. 107: 01-315-0001, 01-315-0002 and 01-315-0003

Tax I.D. for Bldg. 127: 01-315-0004, 01-315-0005 and 01-315-0006

Tax I.D. for Bldg. 128: 01-315-0007, 01-315-0008 and 01-315-0009

EXHIBIT "B"
Revised Schedule of Undivided Interest

UNIT PERCENTAGE		UNIT PERCENTAGE		UNIT PERCENTAGE	
UNIT		UNIT		UNIT	
		111-A	1.52%	121-A	1.52%
		111-B	1.52%	121-B	1.52%
		111-C	1.52%	121-C	1.52%
		112-A	1.52%	122-A	1.52%
		112-B	1.52%	122-B	1.52%
		112-C	1.52%	122-C	1.52%
		113-A	1.52%	123-A	1.52%
		113-B	1.52%	123-B	1.52%
		113-C	1.52%	123-C	1.52%
		114-A	1.52%	124-A	1.52%
		114-B	1.52%	124-B	1.52%
		114-C	1.52%	124-C	1.52%
		115-A	1.52%	125-A	1.52%
		115-B	1.52%	125-B	1.52%
		115-C	1.52%	125-C	1.52%
		116-A	1.52%	126-A	1.52%
		116-B	1.52%	126-B	1.52%
		116-C	1.52%	126-C	1.52%
107-A	1.52%	117-A	1.52%	127-A	1.52%
107-B	1.52%	117-B	1.52%	127-B	1.52%
107-C	1.52%	117-C	1.52%	127-C	1.52%
108-A	1.52%	118-A	1.52%	128-A	1.52%
108-B	1.52%	118-B	1.52%	128-B	1.52%
108-C	1.52%	118-C	1.52%	128-C	1.52%
109-A	1.52%	119-A	1.52%		
109-B	1.52%	119-B	1.52%		
109-C	1.52%	119-C	1.52%		
110-A	1.52%	120-A	1.52%		
110-B	1.52%	120-B	1.52%		
110-C	1.52%	120-C	1.52%		
				TOTAL	100.00%