

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 2116909 B 3898 P 1191-1200
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/25/2005 03:21 PM
FEE \$36.00 Pgs: 10
DEP RT REC'D FOR US TITLE COMPANY
OF UTAH

*01-342-0001 thru
0009*

ACCOMMODATION RECORDING ONLY U.S. TITLE **DECLARATION OF EXPANSION # 14**
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.

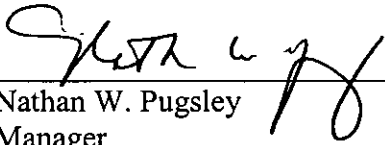
Capitalized terms herein not otherwise defined shall have the meanings set forth in the Declaration.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration of Expansion, as of
this 24 day of October, 2005.

DECLARANT:

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

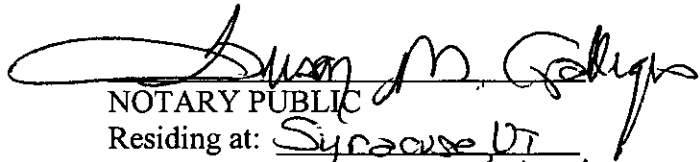


Nathan W. Pugsley
Manager

STATE OF UTAH

County of Davis

On the 24 day of October, 2005, 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: 2/13/06

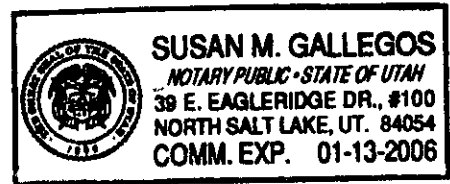


EXHIBIT A-1
Legal Description of Expansion Property

The Expansion Property is as follows:

Units 206-A, 206-B, and 206-C in Building 206, Units 207-A, 207-B, and 207-C in Building 207, and Units 220-A, 220-B, and 220-C in Building 220, contained within **Coventry at Foxboro Phase 13** 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. 1943369, Book 3441, Page 772 on December 23, 2003.

COVENTRY AT FOXBORO PHASE 13

A CONDOMINIUM PROJECT LOCATED IN THE INCORPORATED TOWNSHIP OF FOXBORO, TOWNSHIP 1 NORTH, RANGE 1 WEST SALZ LAKE BASIN AND MEDICAL CITY OF NORTH SALT LAKE, IMAHA COUNTY, UTAH

SURVYOR'S CERTIFICATE

I, David W. Beckwith, Surveyor, State of Utah, do hereby certify that the plat of the subdivision of the above described land is correct and true to the original plat and that the same has been approved and filed in the public records in this state.

EXEMPTION RECITALS

A parcel of land located in the Northwest Quarter of Section 5, Township 1 North, Range 1 West, Salt Lake Basin and Medical, North County, Utah described as follows: ...



PLAT NO. 13528

OWNER'S DEDICATION AND CONSENT TO RECORD

I, the undersigned, do hereby dedicate to the public use of the State of Utah, the following described land:

COVENTRY AT FOXBORO PHASE 13

as shown on the plat of the subdivision of the above described land, together with all the rights and appurtenances thereto in anywise connected with the same, to the public use of the State of Utah.

WITNESSED my hand and the seal of the State of Utah at Salt Lake City, Utah, this 13th day of July, 2004.

DAVID W. BECKWITH

Surveyor

My Comm. Expires 12/31/06

Notary Public for the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument as the same appears in my files.

Notary Public for the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument as the same appears in my files.

NOTES

- 1) Surveyor's records will be made and recorded in the ground with a copy of the plat, a plan, and a record of the plat.
- 2) The plat and the original of the plat are to be kept in the office of the Surveyor.
- 3) All persons who acquire an interest in the land after the date of this plat are to be bound by the provisions of this plat.
- 4) Approval of this development plat by North Salt Lake City does not constitute an approval of the plat by the City of North Salt Lake.
- 5) The plat and the original of the plat are to be kept in the office of the Surveyor.
- 6) The plat and the original of the plat are to be kept in the office of the Surveyor.
- 7) The plat and the original of the plat are to be kept in the office of the Surveyor.
- 8) The plat and the original of the plat are to be kept in the office of the Surveyor.
- 9) The plat and the original of the plat are to be kept in the office of the Surveyor.
- 10) The plat and the original of the plat are to be kept in the office of the Surveyor.

City Council Approval
Presented to the City Council of North Salt Lake City, Utah
Date: July 13, 2004
City Engineer: [Signature]
City Recorder: [Signature]

Recommended for Approval
City Engineer: [Signature]
City Recorder: [Signature]

Recommended for Approval
City Engineer: [Signature]
City Recorder: [Signature]

Recommended for Approval
City Engineer: [Signature]
City Recorder: [Signature]

Prepared For:
Portland Development Utah, LLC
29 East Englewood Drive, Suite 100
North Salt Lake City, Utah 84061
Prepared By:
BIRINGHAM ENGINEERING
1000 West 2100 South
Salt Lake City, Utah 84119

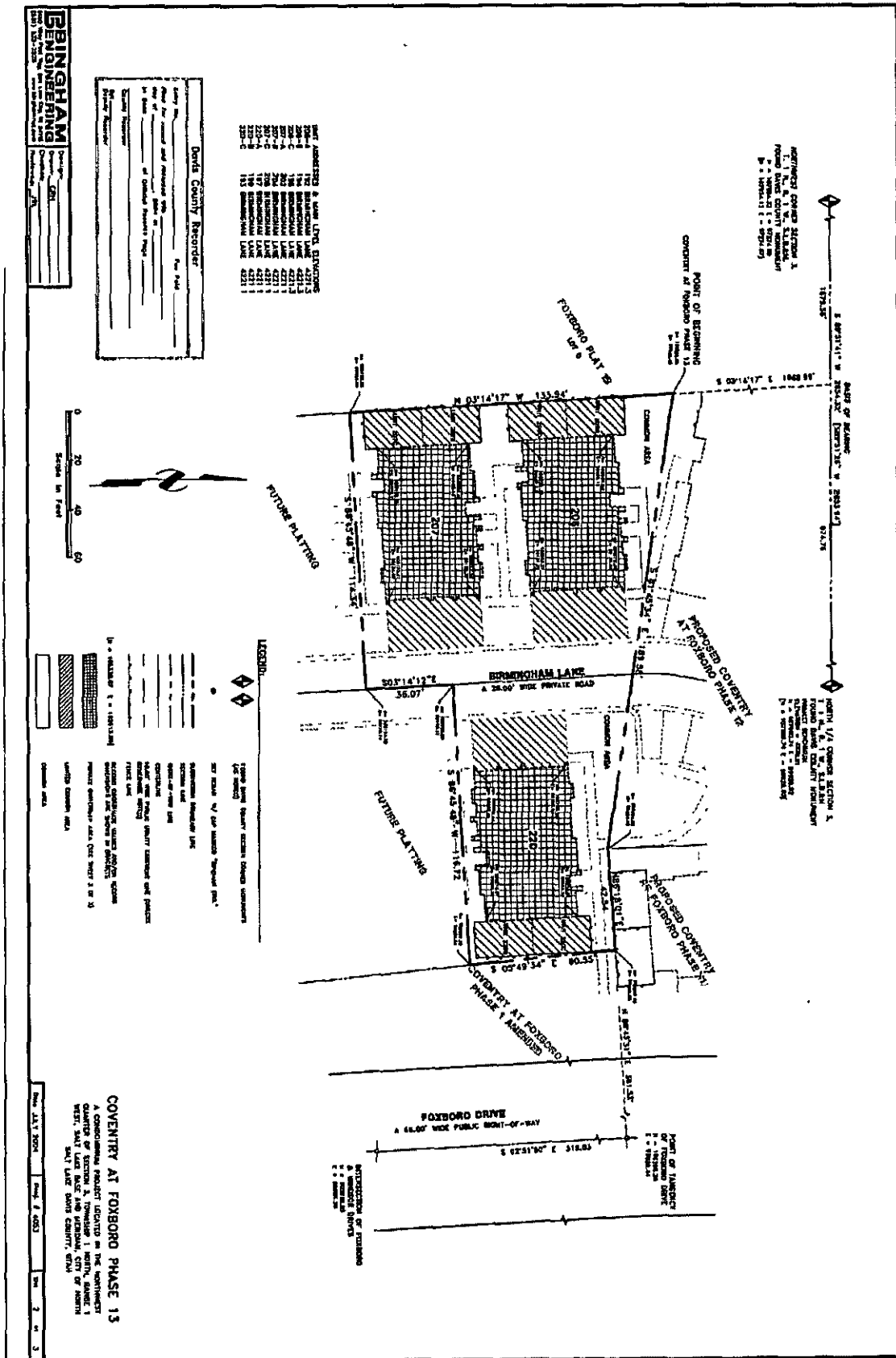


EXHIBIT "B"
Revised Schedule of Undivided Interest

UNIT PERCENTAGE		UNIT PERCENTAGE		UNIT PERCENTAGE	
UNIT		UNIT		UNIT	
101-A	.75%	111-A	.75%	121-A	.75%
101-B	.75%	111-B	.75%	121-B	.75%
101-C	.75%	111-C	.75%	121-C	.75%
102-A	.75%	112-A	.75%	122-A	.75%
102-B	.75%	112-B	.75%	122-B	.75%
102-C	.75%	112-C	.75%	122-C	.75%
103-A	.75%	113-A	.75%	123-A	.75%
103-B	.75%	113-B	.75%	123-B	.75%
103-C	.75%	113-C	.75%	123-C	.75%
104-A	.75%	114-A	.75%	124-A	.75%
104-B	.75%	114-B	.75%	124-B	.75%
104-C	.75%	114-C	.75%	124-C	.75%
105-A	.75%	115-A	.75%	125-A	.75%
105-B	.75%	115-B	.75%	125-B	.75%
105-C	.75%	115-C	.75%	125-C	.75%
106-A	.75%	116-A	.75%	126-A	.75%
106-B	.75%	116-B	.75%	126-B	.75%
106-C	.75%	116-C	.75%	126-C	.75%
107-A	.75%	117-A	.75%	127-A	.75%
107-B	.75%	117-B	.75%	127-B	.75%
107-C	.75%	117-C	.75%	127-C	.75%
108-A	.75%	118-A	.75%	128-A	.75%
108-B	.75%	118-B	.75%	128-B	.75%
108-C	.75%	118-C	.75%	128-C	.75%
109-A	.75%	119-A	.75%	129-A	.75%
109-B	.75%	119-B	.75%	129-B	.75%
109-C	.75%	119-C	.75%	129-C	.75%
110-A	.75%	120-A	.75%		
110-B	.75%	120-B	.75%		
110-C	.75%	120-C	.75%		

UNIT PERCENTAGE		UNIT PERCENTAGE		UNIT PERCENTAGE	
UNIT		UNIT		UNIT	
201-A		211-A	.75%	221-A	
201-B		211-B	.75%	221-B	
201-C		211-C	.75%	221-C	
202-A		212-A	.75%	222-A	
202-B		212-B	.75%	222-B	
202-C		212-C	.75%		
203-A		213-A	.75%		
203-B		213-B	.75%		
203-C		213-C	.75%		
204-A		214-A	.75%		
204-B		214-B	.75%		
204-C		214-C	.75%		
205-A		215-A	.75%		
205-B		215-B	.75%		
205-C		215-C	.75%		
206-A	.75%	216-A	.75%		
206-B	.75%	216-B	.75%		
206-C	.75%	216-C	.75%		
207-A	.75%	217-A	.75%		
207-B	.75%	217-B	.75%		
207-C	.75%	217-C	.75%		
208-A	.75%	218-A	.75%		
208-B	.75%	218-B	.75%		
208-C	.75%	218-C	.75%		
209-A	.75%	219-A	.75%		
209-B	.75%	219-B	.75%		
209-C	.75%	219-C	.75%		
210-A	.75%	220-A	.75%		
210-B	.75%	220-B	.75%		
210-C	.75%	220-C	.75%		
				TOTAL	100.00%