9229448

SECOND SUPPLEMENT TO
DECLARATION OF CONDOMINIUM

THE PARC AT GATEWAY
CONDOMINIUMS

A UTAH EXPANDABLE
CONDOMINIUM PROJECT

THIS SECOND SUPPLEMENT TO DECLARATION is made and executed this ___ day of October, 2004, by **PARC GATEWAY PARTNERS, L.C.**, a Utah limited liability company (hereinafter referred to as "**Declarant**").

RECITALS:

A.   Declarant is the Declarant as identified and set forth in that certain Declaration of Condominium for The Parc at Gateway Condominiums, a Utah Expandable Condominium Project (such Declartion herein referred to as the "Project") dated as of July 1, 2004, and recorded in the office of the Salt Lake County Recorder on August 20, 2004, as Entry No. 9151848, in Book 9028, beginning at page 1349 (the "Declaration").

B.   Under the terms of the Declaration, Declarant reserved the right to expand the Project by the addition of all or a portion of the Additional Land identified in the Declaration.

C.   In accordance with the terms of a First Supplement to Declaration of Condominium dated September 7, 2004, and recorded in the office of the Salt Lake County Recorder on September 9, 2004, as Entry No. 9168953, in Book 9035, beginning at page 8211 (the "First Amendment"), Declarant expanded the Project by the addition of a portion of the Additional Land

D.   Declarant desires to add a portion of the Additional Land to the terms of the Declaration as hereinafter provided for.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Declarant hereby declares and certifies as follows:

1.   Submission of Additional Land. Declarant hereby submits the following described portion of the Additional Land and the Sub-Units comprising the same (herein referred to as the "Subject Property"), and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration:

SEE SCHEDULE "A" ATTACHED HERETO

TOGETHER WITH: (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described Subject Property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said Subject Property; and (iii) all articles of personal property intended for use in connection with said Subject Property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Subject Property or any portion thereof, including, without limitation, any mortgage or deed of trust, the Gateway Master Declaration, and the Block C2 Declaration; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Subject Property at such times as construction of all Improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Subject Property and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) an easement for ingress and egress for the benefit of the Additional Land, over and the right to use the Common Elements, until the Additional Land, or portions thereof, becomes part of the Condominium Project, subject to the Declarant's obligation to pay a reasonably amount for the reserved rights provided herein pursuant to an agreement between Declarant and the Association as authorized in Section 4.01 (a) (vi); (ii) to construct and complete the Parc Tower and all of the other improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (iii) to improve portions of the Subject Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Sub-Unit Owners, as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Subject Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless

sooner terminated in accordance with their terms, expire seven (7) years after the date on which the Declaration was filed for record in the Salt Lake County Records.

2. <u>Supplemental Plat</u>. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on the original Plat filed with the Declaration; therefore there is no need to file a supplemental Plat with this Supplement.

3. <u>Representations of Declarant</u>. Declarant represents as follows:

    a. The annexed real property is part of the Additional Land as identified in the Declaration.

    b. By the annexation of the real property described in paragraph 1 and the Sub-Units contained therein, the total number of Sub-Units contained in the Project as of the date of recording of this Supplement, will equal seventy-nine (79).

4. <u>Amendment to Exhibit "C" - Interest in General Common Elements</u>. As a result of the expansion of the Project by the addition of a portion of the Additional Land and the Sub-Units described therein, the Par Values and Interest in General Common Elements for all Sub-Units is re-computed and set forth on Amended Exhibit "C" attached hereto.

5. <u>Effective Date</u>. This Supplemental Declaration shall take effect upon their being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.
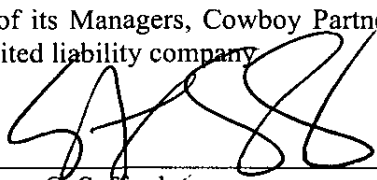
        Declarant:

        PARC GATEWAY PARTNERS, L.C., a Utah limited liability company, by its Manager:
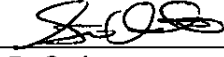
        PARC DEVELOPERS, L.C., a Utah limited liability company

        By one of its Managers, Cowboy Partners, L.C., a Utah limited liability company
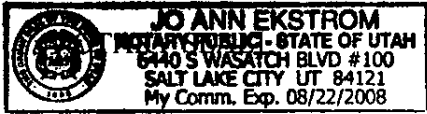
    By: _____

        Scot C. Safford
        Vice-President

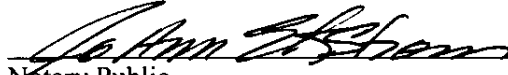And by its remaining Manager, Boyer PG Manager,
L.C., a Utah limited liability company

By: _____
    Steven B. Ostler
    Manager

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

On this 25ᵗʰ day of October, 2004, before me personally appeared Scot C. Safford, who acknowledged himself to be the Vice-President of Cowboy Partners, L.C., a Utah limited liability company and a Manager of Parc Developers, L.C., a Utah limited liability company, the Manager of PARC GATEWAY PARTNERS, L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

JO ANN EKSTROM
NOTARY PUBLIC · STATE OF UTAH
6440 S WASATCH BLVD #100
SALT LAKE CITY UT 84121
My Comm. Exp. 08/22/2008

_____
Notary Public

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

On this 22nd day of November, 2004, before me personally appeared Steven B. Ostler, who acknowledged himself to be a Manager of Boyer PG Manager, L.C., a Utah limited liability company and a Manager of Parc Developers, L.C., a Utah limited liability company, the Manager of PARC GATEWAY PARTNERS, L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

Notary Public
JOANNE SEARCY
90 S. 400 W. Ste. 200
Salt Lake City, UT 84101
NOTARY Commission Expires
April 15, 2005
State of Utah
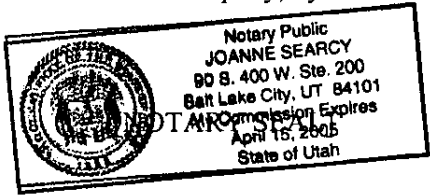
_____
Notary Public

AGREEMENT AND CONSENT OF LIENHOLDER:

Corus Bank, N.A., as the holder of a lien affecting the above-referenced Subject Property, hereby agrees and consents to the submission of the Subject Property to the provisions of the Declaration and the Utah Condominium Act pursuant to the terms of the Declaration.

Dated this _18th_ day of _November_, 2004.

Corus Bank, N.A.

By: _John R. Markowicz_
     John R. Markowicz
     Senior Vice-President

STATE OF ILLINOIS   )
) ss.
COUNTY OF COOK   )

On this _18th_ day of _November_, 2004, before me personally appeared John R. Markowicz, who acknowledged himself to be the Senior Vice-President of Corus Bank, N.A., and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.
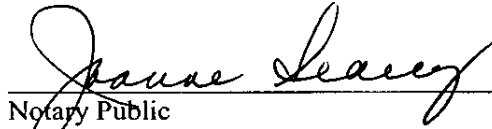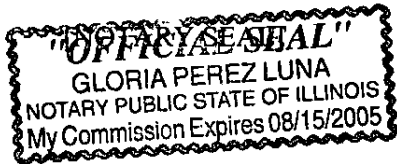
"OFFICIAL SEAL"
GLORIA PEREZ LUNA
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 08/15/2005

_____
Notary Public

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BK 9063 PG 5831

EXHIBIT "A"

Additional Land - Sub-Units Added

Unit 707
Unit 711
Unit 1011
Unit 1115
Unit 1116
Unit 1215

AMENDED EXHIBIT "C"

(Attached to and forming a part of the First Supplement to Declaration of Condominium
for THE PARC AT GATEWAY CONDOMINIUM PROJECT)

Interest in General Common Elements

Total Sub-Units:	Parking Spaces	Storage Spaces	Total sf:	2,000.000000	100.00%
79			70,279	Par	Interest in
# Unit No.			Sq. Ft.	Value	Common Area
1					0.0000%
2					0.0000%
3					0.0000%
4					0.0000%
5					0.0000%
6	201	C1-6	S-001	1,303	31.198617	1.5599%
7	301	C2-77	S-070, S3-1	603	21.238316	1.0619%
8					0.0000%
9					0.0000%
10	304	C1-92	S-078	467	19.303172	0.9652%
11	305	C1-14	S-080	467	19.303172	0.9652%
12					0.0000%
13					0.0000%
14					0.0000%
15					0.0000%
16					0.0000%
17					0.0000%
18	312	C1-122	S-102	520	20.057309	1.0029%
19	502	C1-129, C1-130	none	1,275	30.800205	1.5400%
20	503	C2-20	none	644	21.821705	1.0911%
21	504	C2-94, C2-95	none	864	24.952085	1.2476%
22	505	C2-92, C2-93	none	864	24.952085	1.2476%
23	506	C2-96	none	643	21.807476	1.0904%
24					0.0000%
25	508	C1-26, C1-27	S-123	1,064	27.797885	1.3899%
26	511	C2-13, C2-14	S-111	1,091	28.182069	1.4091%
27					0.0000%
28					0.0000%
29					0.0000%
30	516	C1-15	S-092	694	22.533155	1.1267%
31	517	C1-39	S-103	700	22.618529	1.1309%
32	518	C1-115	S-029	696	22.561613	1.1281%
33	501	C2-31, C2-32	S-121	1,070	27.883260	1.3942%
34					0.0000%
35	603	C2-102	none	628	21.594041	1.0797%
36	604	C2-100, C-2-101	none	861	24.909398	1.2455%
37	605	C1-44, C1-43	S-017	861	24.909398	1.2455%

38	606	C2-29	none	628	21.594041	1.0797%
39	607	C1-90, C1-91	S-039	1,285	30.942495	1.5471%
40						0.0000%
41	609	C1-109	none	681	22.348178	1.1174%
42						0.0000%
43	611	C1-67, C1-68	S-059	1,091	28.182069	1.4091%
44	612	C1-140	S-016	674	22.248575	1.1124%
45	614	C1-148, C1-149	none	1,074	27.940176	1.3970%
46	615	C2-78, C2-79	S-099	1,067	27.840573	1.3920%
47	616	C1-143	S-097	694	22.533155	1.1267%
48	617	C1-152	S-098	700	22.618529	1.1309%
49	618	C1-141	S-104	696	22.561613	1.1281%
50	601	C2-75, C2-76	S-118	1,070	27.883260	1.3942%
51						0.0000%
52	703	C2-19	none	628	21.594041	1.0797%
53	704	C1-144, C1-145	S-082	861	24.909398	1.2455%
54	705	C1-120, C1-121	S-069	861	24.909398	1.2455%
55	706	C2-97	none	643	21.807476	1.0904%
56	707	C1-107, C1-108	S-040	1,285	30.942495	1.5471%
57	708	C1-23, C1-24	none	1,069	27.869031	1.3935%
58	709	C1-161	S-042	681	22.348178	1.1174%
59						0.0000%
60	711	C2-86, C2-87	S-060	1,091	28.182069	1.4091%
61	712	C2-9	S-106	674	22.248575	1.1124%
62	714	C2-90, C2-91	none	1,074	27.940176	1.3970%
63	715	C1-110, C1-111	S-108	1,067	27.840573	1.3920%
64	716	C1-112	S-074	694	22.533155	1.1267%
65						0.0000%
66	718	C2-10	S-086	696	22.561613	1.1281%
67						0.0000%
68						0.0000%
69						0.0000%
70	804	C1-80, C1-81	C-143	861	24.909398	1.2455%
71	805	C1-146, C1-147	S-079	861	24.909398	1.2455%
72						0.0000%
73						0.0000%
74						0.0000%
75	809	C1-8	S-043	681	22.348178	1.1174%
76						0.0000%
77	811	C1-20, C1-21	S-133	1,091	28.182069	1.4091%
78	812	C2-88	S-113	674	22.248575	1.1124%
79	814	C1-161, C1-163	S-124	1,074	27.940176	1.3970%
80						0.0000%
81						0.0000%
82						0.0000%
83						0.0000%
84						0.0000%
85						0.0000%
86	903	C2-16	none	628	21.594041	1.0797%
87	904	C1-131, C1-132	S-145	861	24.909398	1.2455%
88	905	C1-138, C1-139	none	861	24.909398	1.2455%
89	906	C2-15	none	643	21.807476	1.0904%

90						0.0000%
91	908	C1-152, C1-153	S-107	1,069	27.869031	1.3935%
92	909	C1-35	none	681	22.348178	1.1174%
93	910	C2-81, C2-82	S-036	1,461	33.446799	1.6723%
94						0.0000%
95						0.0000%
96	914	C1-98, C1-99	none	1,074	27.940176	1.3970%
97	915	C1-93, C1-94	S-140	1,067	27.840573	1.3920%
98						0.0000%
99						0.0000%
100						0.0000%
101						0.0000%
102						0.0000%
103,						0.0000%
104	1004	C1-113, C1-114	none	861	24.909398	1.2455%
105	1005	C1-17, C1-18	none	861	24.909398	1.2455%
106						0.0000%
107						0.0000%
108	1008	C1-116, C1-117	none	1,069	27.869031	1.3935%
109	1009	C1-6	none	681	22.348178	1.1174%
110						0.0000%
111	1011	C1-45, C1-46	S-137	1,091	28.182069	1.4091%
112						0.0000%
113	1014	C1-87, C1-88	none	1,074	27.940176	1.3970%
114	1015	C1-51, C1-52	S-131	1,067	27.840573	1.3920%
115	1016	C1-22	S-064	694	22.533155	1.1267%
116	1017	C1-89	none	700	22.618529	1.1309%
117	1018	C1-25	S-142	696	22.561613	1.1281%
118						0.0000%
119						0.0000%
120						0.0000%
121 .						0.0000%
122						0.0000%
123						0.0000%
124						0.0000%
125	1108	C2-42, C2-84	none	1,069	27.869031	1.3935%
126	1109	C1-58	none	681	22.348178	1.1174%
127	1110	C1-28, C1-29	none	1,461	33.446799	1.6723%
128						0.0000%
129						0.0000%
130	1114	C1-1543, C1-155	none	1,074	27.940176	1.3960%
131	1115	C1-105, C1-106	C-030, GS-11	1,067	27.840573	1.3920%
132	1116	C1-11	S-065	694	22.533155	1.1267%
133						0.0000%
134						0.0000%
135						0.0000%
136	1202	C2-73, C2-74	none	1,275	30.800205	1.5400%
137						0.0000%
138						0.0000%
139						0.0000%

140						0.0000%
141						0.0000%
142	1208	C1-127, C1-128	none	1,069	27.869031	1.3935%
143	1209	C2-52	none	681	22.348178	1.1174%
144	1210	C1-55, C1-95	none	1,461	33.446799	1.6723%
145						0.0000%
146						0.0000%
147						0.0000%
148	1215	C1-159, C1-160	S-045, GS-16	1,067	27.840573	1.3920%
149						0.0000%
150						0.0000%
151						0.0000%
152						0.0000%

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