

28  
x75  
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 2117731 B 3900 P 1052-1061  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/27/2005 03:42 PM  
FEE \$100.00 Pgs: 10  
DEPT REC'D FOR US TITLE COMPANY  
OF UTAH

**ACCOMMODATION RECORDING ONLY**  
**U.S. TITLE**

**DECLARATION OF EXPANSION # 16**

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.

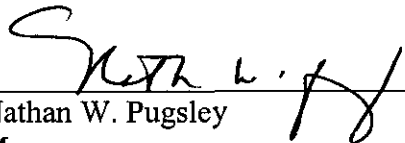
Capitalized terms herein not otherwise defined shall have the meanings set forth in the Declaration.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration of Expansion, as of  
this 25 day of October, 2005.

DECLARANT:

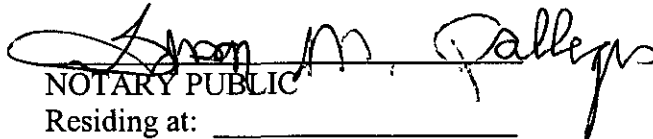
**FOXBORO COVENTRY, L.L.C.**  
a Utah limited liability company

  
\_\_\_\_\_  
Nathan W. Pugsley  
Manager

STATE OF UTAH

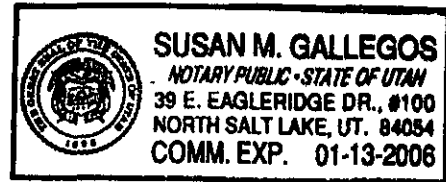
County of Davis

On the 25 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: \_\_\_\_\_

My commission expires: \_\_\_\_\_

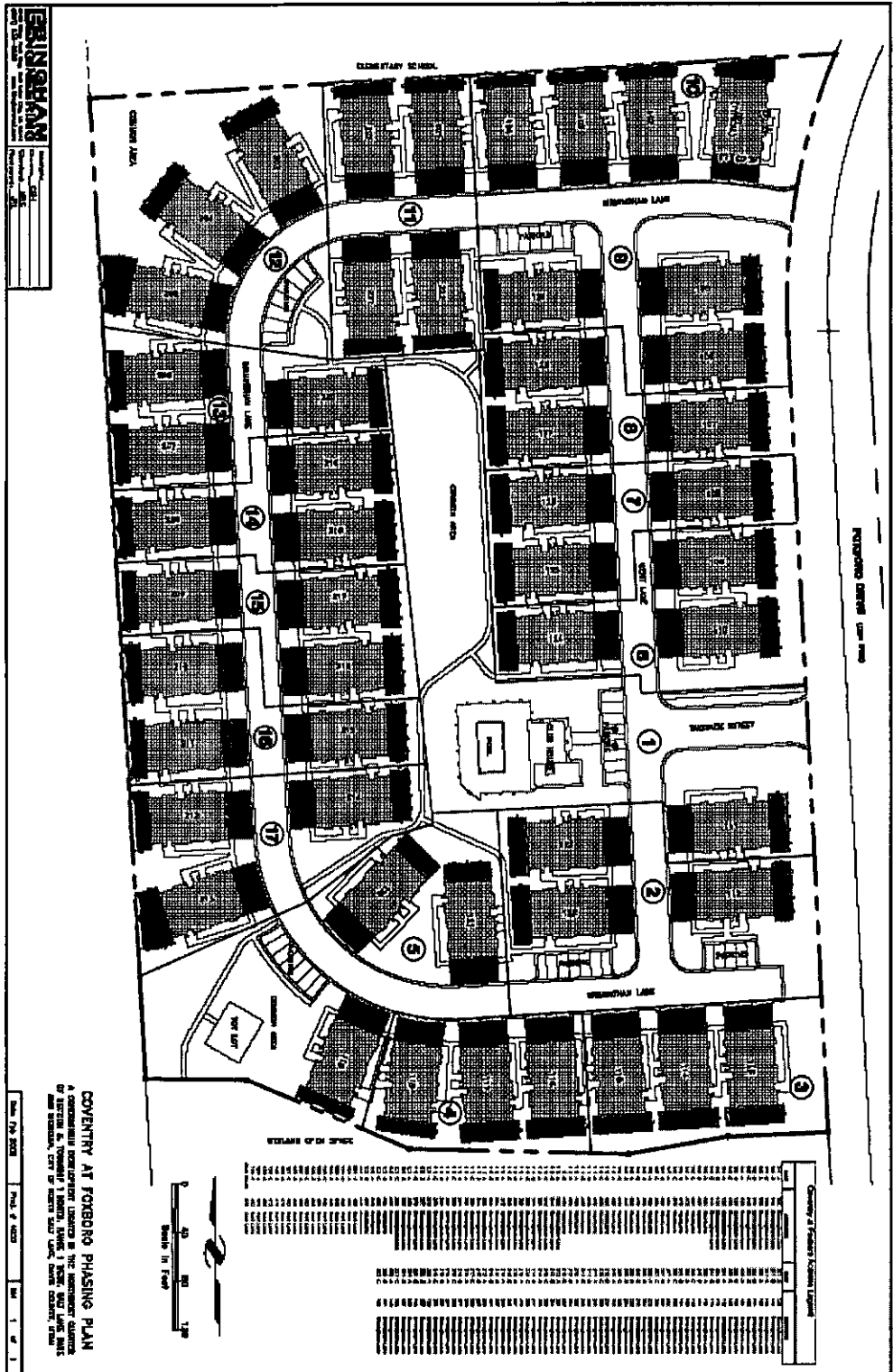


**EXHIBIT A-1**  
Legal Description of Expansion Property

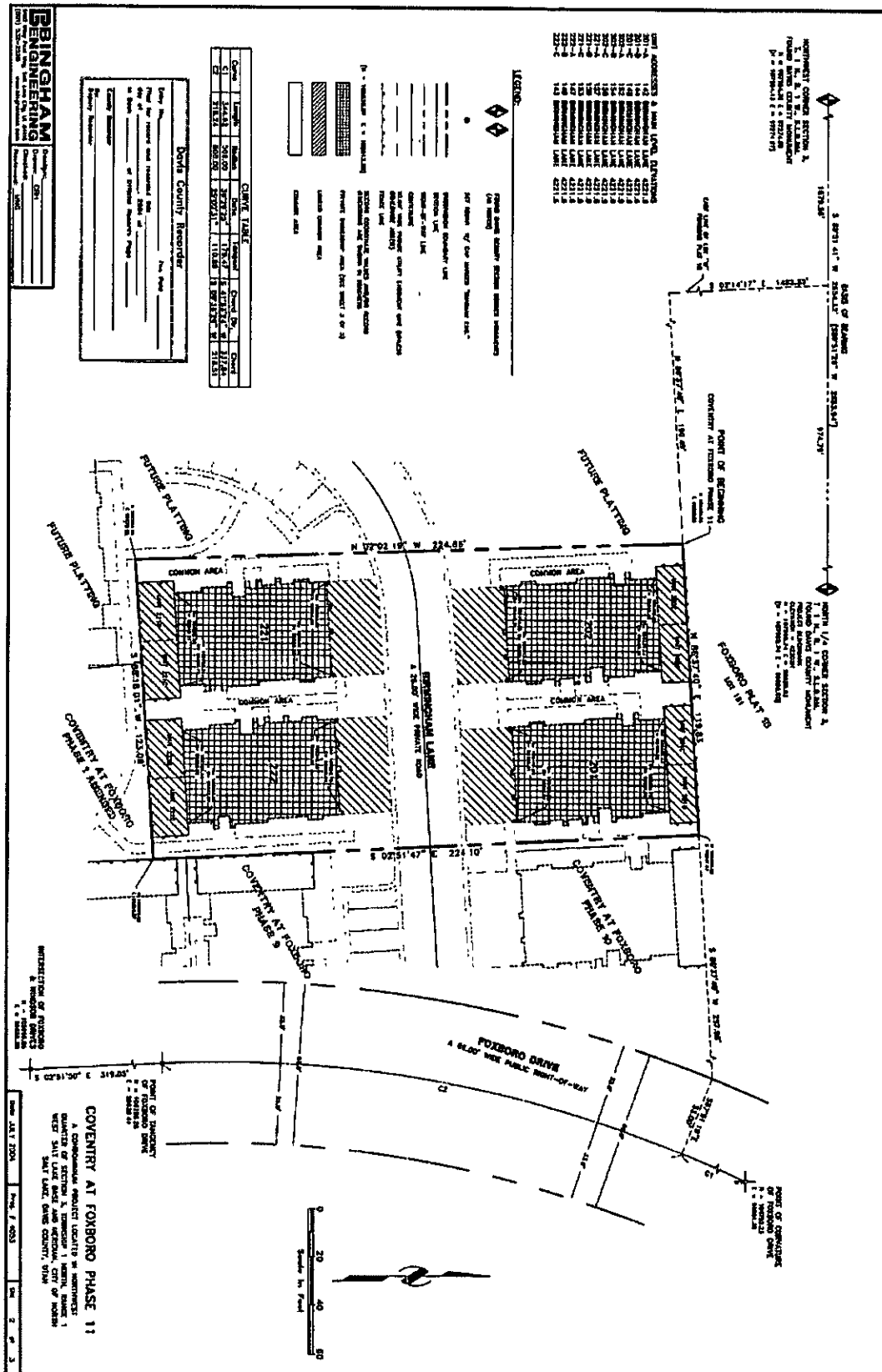
The Expansion Property is as follows:

**Units 201-A, 201-B, and 201-C in Building 201, Units 202-A, 202-B, and 202-C in Building 202, and Units 221-A, 221-B, and 221-C in Building 221, Units 222-A, 222-B, and 222-C in Building 222,** contained within **Coventry at Foxboro Phase 11** 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.

### EXHIBIT A-2 Map of Expansion Property









**EXHIBIT "B"**  
Revised Schedule of Undivided Interest

UNIT PERCENTAGE		UNIT PERCENTAGE		UNIT PERCENTAGE	
UNIT		UNIT		UNIT	
101-A	.65%	111-A	.65%	121-A	.65%
101-B	.65%	111-B	.65%	121-B	.65%
101-C	.65%	111-C	.65%	121-C	.65%
102-A	.65%	112-A	.65%	122-A	.65%
102-B	.65%	112-B	.65%	122-B	.65%
102-C	.65%	112-C	.65%	122-C	.65%
103-A	.65%	113-A	.65%	123-A	.65%
103-B	.65%	113-B	.65%	123-B	.65%
103-C	.65%	113-C	.65%	123-C	.65%
104-A	.65%	114-A	.65%	124-A	.65%
104-B	.65%	114-B	.65%	124-B	.65%
104-C	.65%	114-C	.65%	124-C	.65%
105-A	.65%	115-A	.65%	125-A	.65%
105-B	.65%	115-B	.65%	125-B	.65%
105-C	.65%	115-C	.65%	125-C	.65%
106-A	.65%	116-A	.65%	126-A	.65%
106-B	.65%	116-B	.65%	126-B	.65%
106-C	.65%	116-C	.65%	126-C	.65%
107-A	.65%	117-A	.65%	127-A	.65%
107-B	.65%	117-B	.65%	127-B	.65%
107-C	.65%	117-C	.65%	127-C	.65%
108-A	.65%	118-A	.65%	128-A	.65%
108-B	.65%	118-B	.65%	128-B	.65%
108-C	.65%	118-C	.65%	128-C	.65%
109-A	.65%	119-A	.65%	129-A	.65%
109-B	.65%	119-B	.65%	129-B	.65%
109-C	.65%	119-C	.65%	129-C	.65%
110-A	.65%	120-A	.65%		
110-B	.65%	120-B	.65%		
110-C	.65%	120-C	.65%		

UNIT PERCENTAGE		UNIT PERCENTAGE		UNIT PERCENTAGE	
UNIT		UNIT		UNIT	
201-A	.65%	211-A	.65%	221-A	.65%
201-B	.65%	211-B	.65%	221-B	.65%
201-C	.65%	211-C	.65%	221-C	.65%
202-A	.65%	212-A	.65%	222-A	.65%
202-B	.65%	212-B	.65%	222-B	.65%
202-C	.65%	212-C	.65%		
203-A	.65%	213-A	.65%		
203-B	.65%	213-B	.65%		
203-C	.65%	213-C	.65%		
204-A	.65%	214-A	.65%		
204-B	.65%	214-B	.65%		
204-C	.65%	214-C	.65%		
205-A	.65%	215-A	.65%		
205-B	.65%	215-B	.65%		
205-C	.65%	215-C	.65%		
206-A	.65%	216-A	.65%		
206-B	.65%	216-B	.65%		
206-C	.65%	216-C	.65%		
207-A	.65%	217-A	.65%		
207-B	.65%	217-B	.65%		
207-C	.65%	217-C	.65%		
208-A	.65%	218-A	.65%		
208-B	.65%	218-B	.65%		
208-C	.65%	218-C	.65%		
209-A	.65%	219-A	.65%		
209-B	.65%	219-B	.65%		
209-C	.65%	219-C	.65%		
210-A	.65%	220-A	.65%		
210-B	.65%	220-B	.65%		
210-C	.65%	220-C	.65%		
				<b>TOTAL</b>	<b>100.00%</b>