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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 WYNGATE TOWNHOMES
 6925 S UNION PARK AVE STE 355
 SLC UT 84047
 BY: SBM, DEPUTY - MI 3 P.

After recordation, return to:

Jeffrey Duke
 6925 South Union Park Ave
 Suite 355
 Salt Lake City, Utah 84047

**SEVENTH SUPPLEMENT TO
 DECLARATIONS OF EASEMENTS, COVENANTS,
 CONDITIONS AND RESTRICTIONS
 OF
 WYNGATE TOWN HOMES**

A Planned Unit Development (Expandable)

South Jordan, Salt Lake County, Utah

THIS SEVENTH SUPPLEMENTAL TO DECLARATION is made as of this 20th day of August 2004, by WYNGATE TOWNHOMES, LLC., a Utah limited liability company (the "Declarant"), pursuant to the following:

RECITALS:

- A. Declarant is the developer of Wyngate Town Homes, an expandable Planned Unit Development in South Jordan, Utah (The "Development").
- B. On Oct 23, 2002, Declarant caused to be recorded as Entry No. 8395491, Book 8670, Page 7408-7425, in the office of the Recorder of Salt Lake County, Utah, that certain **Declaration of Easements, Covenants, Conditions and Restrictions of Wyngate Town Homes, A Planned Unit Development (Expandable), South Jordan, Salt Lake County, Utah** (the "Declaration") relating to the Development.
- C. Pursuant to 3.03 of the Declaration, Declarant is permitted to annex into the Development additional real property ("Additional Land") as set forth and described in the Declaration (including any exhibit thereto) for purpose of development into additional Lots and Common Areas, if any, consistent with the existing Phases of the Development and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Development for development as Phase "VIII" of the Development.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Seventh Supplement to Declaration shall have the same meaning as those set forth and defined in the Declaration.
2. The following described real property situated in the city of South Jordan, Salt Lake County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development to be held, transferred, sold, conveyed and occupied as a part thereof:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under, the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in manner which is reasonable and consistent with the provisions of the Declaration): (i) to construct and complete each of the Buildings and Units and all of the other improvements described in the Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper on connection therewith; (ii) to construct and complete on the Additional Land or any portion thereof such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Development); and (iii) to improve portions of the said property with such other or additional

improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners and Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the said property of 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 ten (10) years after the date on which the Declaration is filed of record in the office of the County Recorder of Salt Lake County, Utah.

ALL 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; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any Mortgage (and nothing in the paragraph shall be deemed to modify or amend such Mortgage); all visible easements and 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 said property at such time as construction of all Development 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; AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.

3. Section 3.02 of the Declaration is amended in its entirety to read as follows:

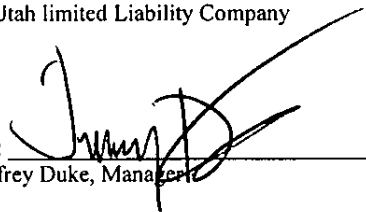
3.02 Subdivision into Lots. The Development is hereby subdivided into One Hundred Sixty (160) Lots, as set forth and described in the Plats, each with appurtenant and equal rights and easements of use and enjoyment in and to any Common Areas, as well as appurtenant obligations, all as set forth in this Declaration.

4. Except as amended by the provisions of this Seventh Supplement to Declarations, the Declaration shall remain unchanged and, together with this Seventh Supplement to Declaration shall constitute the Declarations of Easements, Covenants, Conditions and Restrictions for the Development as expanded by the annexation of the Additional Land described herein.

5. This Seventh Supplement to Declaration shall be recorded concurrently with the Plat entitled Phase VIII, Wyngate Town Homes, A Planned Unit Development (Expandable), City of South Jordan, Salt Lake County, Utah, prepared and certified to by Keith Russell (a duly registered Utah Land Surveyor holding Certificate No. 164386), executed and acknowledged by Declarant, accepted by South Jordan City, and filed for record in the office of the County Recorder of Salt Lake County.

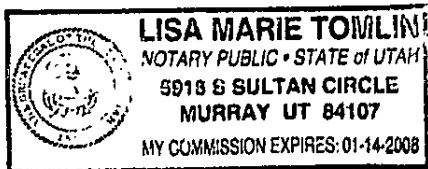
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above set forth.

DECLARANT:
Wyngate Townhomes, LLC
A Utah limited Liability Company

By: 
Jeffrey Duke, Manager

State of Utah)
)
) : ss.
County of Salt Lake)

On this 8 day of Sept, 2004, personally appeared before me Jeffrey Duke, who being by me duly sworn, did say that he is the Manager of Wyngate Townhomes, LC., a Utah limited liability company, that said instrument was signed by him in behalf of said company pursuant to authority, and that said company executed the same.




NOTARY PUBLIC

**EXHIBIT A
TO
SEVENTH SUPPLEMENT TO
DECLARATIONS OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
WYNGATE TOWNHOMES
A Planned Unit Development (Expandable)
South Jordan, Salt Lake County, Utah**

THIS DESCRIPTION OF THE ADDITIONAL LAND IS SET FORTH AND ATTACHED IN THIS EXHIBIT A TO THE DECLARATION SOLELY FOR PURPOSES OF IDENTIFICATION. THE DECLARATION NOT INTENDED AS AND SHOULD NOT BE DEEMED TO CONSTITUTE ANY LIEN, ENCUMBRANCE, RESTRICTION, OR LIMITATION UPON ANY PORTION OF THE EXPANSION LAND UNLESS AND UNTIL SUCH PORTION IS ADDED TO THE DEVELOPMENT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION.

Phase VIII

Part of Lot 4, South Jordan Business Center Subdivision, along with other property, more particularly described as follows:

Beginning at the Southwest Corner of Wyngate P.U.D. Phase 1, and being the intersection of the east line of Beckstead Lane and the south line of 10790 South Street, said point being located North 0°03'10" East 1,155.23 feet along the quarter section line and East 463.19 feet from the South Quarter Corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence Northeasterly 16.70 feet along the arc of a 25.00 foot radius curve to the right (center bears South 38°16'07" East and the long chord bears North 70°51'57" East 16.39 feet through a central angle of 38°16'07") along the south line of said Wyngate P.U.D. Phase 1, said line being also the south line of said 10790 South Street;

thence East 95.76 feet along the south line of said Wyngate P.U.D. Phase 1 and the south line of said 10790 South Street;

thence Southeasterly 20.42 feet along the arc of a 13.00 foot radius curve to the right (center bears South 45°00'00" East 18.38 feet through a central angle of 90°00'00") along the south line of said Wyngate P.U.D. Phase 1 and the south line of said 10790 South Street to a northwest corner of Wyngate P.U.D. Phase 7;

thence South 237.55 feet along the west line of said Wyngate P.U.D. Phase 7;

thence Southeasterly 39.12 feet along the arc of a 64.00 foot radius curve to the left (center bears East and the long chord bears South 17°30'32" East 38.51 feet through a central angle of 35°01'04") along the west line of said Wyngate P.U.D. Phase 7;

thence South 43°43'09" West 50.20 feet;

thence North 89°59'59" West 106.82 feet to the east line of Beckstead Lane;

thence Northerly 121.66 feet along the arc of a 1372.00 foot radius curve to the left (center bears North 84°51'59" West and the long chord bears North 2°35'35" East 121.62 feet through a central angle of 5°04'51"), along said east line;

thence North 0°03'10" East 196.69 feet along said east line to the point of beginning.

Contains 40,329 square feet; 0.93 acres.