9336102 03/30/2005 12:33 PM \$98.00 Book - 9111 Pg - 7212-7222 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH SCOTT SAFFORD COMBOY PARTNERS DECLARATION OF CONDOMINIUM 6440 S WASATCH BLUD STE 100 SLC UT 84121

BY: ZJM, DEPUTY - WI 11 P.

SEVENTH SUPPLEMENT TO

THE PARC AT GATEWAY CONDOMINIUMS

A UTAH EXPANDABLE **CONDOMINIUM PROJECT**

THIS SEVENTH SUPPLEMENT TO DECLARATION is made and executed this 2 day of March, 2005, 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").
- Under the terms of the Declaration, Declarant reserved the right to expand the Project В. by the addition of all or a portion of the Additional Land identified in the Declaration.
- 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"), a Second Supplement to Declaration of Condominium dated October 25, 2004, and recorded in the office of the Salt Lake County Recorder on November 22, 2004, as Entry No. 9229448, in Book 9063, beginning at page 5836 (the "Second Amendment"), a Third Supplement to Declaration of Condominium dated November ____, 2004, and recorded in the office of the Salt Lake County Recorder on December 2, 2004, as Entry No. 9238850, in Book 9068, beginning at page 3133 (the "Third Amendment"), a Fourth Supplement to Declaration of Condominium dated December 13, 2004, and recorded in the office of the Salt Lake County Recorder on December 15, 2004, as Entry No. 9250330, in Book 9073, beginning at page 1635 (the "Fourth Amendment"), a Fifth Supplement to Declaration of Condominium dated January 18, 2005, and recorded in the office of the Salt Lake County Recorder on January 19, 2005, as Entry No. 9277470, in Book 9085, beginning at page 2551 (the "Fifth Amendment"), and a Sixth Supplement to Declaration of Condominium dated February 14, 2005, and recorded in the office of the Salt Lake County Recorder on February 16, 2005, as Entry No. 9301512, in Book 9095, beginning at page 3343 (the "Sixth Amendment") Declarant expanded the Project by the addition of a portion of the Additional Land.
- 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. <u>Submission of Additional Land</u>. 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. Representations of Declarant. 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 one hundred nineteen (119).
- 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 recomputed 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.

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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 29 day of March, 2005, 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.

[NOTARY SEAL]

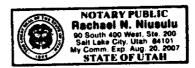
JO ANN EKSTROM...

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

On this March, 2005, 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 SEAL]

Hackarl M. Newsule



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 28 day of March, 2005.

Corus Bank, N.A.

John R. Markowicz Senior Vice-President

STATE OF ILLINOIS) ss. COUNTY OF COOK)

On this day of March, 2005, 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.

[NOTARY SEAL]

Notary Public



EXHIBIT "A"

Additional Land - Sub-Units Added

Unit 514 Unit 802

Unit 818 Unit 902

Unit 907

Unit 918

Unit 1002

Unit 1117

Unit 1201

AMENDED EXHIBIT "C"

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

Interest in General Common Elements

Total St Units:	ub-	Parking Spaces	Storage Spaces	Total sf:	2,000.000000	100.00%
118 0				109,187	Par	Interest in
#Uı	nit Ño.		the second second	Sq. Ft.	Value	Common Area
1						0.0000%
2					1	0.0000%
3						0.0000%
4						0.0000%
5						0.0000%
6	201	C1-6	S-001	1,303	20.221205	1.0111%
7	301	C2-77	S-070, S3-1	603	13.872402	0.6936%
8						0.0000%
9						0.0000%
10	304	C1-92	S-078	467	12.638920	0.6319%
11	305	C1-14	S-080	467	12.638920	0.6319%
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	13.119615	0.6560%
19	502	C1-129, C1-130	none	1,275	19.967253	0.9984%
20	503	C2-20	none	644	14.244260	0.7122%
21	504	C2-94, C2-95	none	864	16.239598	0.8120%
22	505	C2-92, C2-93	none	864	16.239598	0.8120%
23	506	C2-96	none	643	14.235191	0.7118%
24	507	C2-5, C2-6	S-038	1,269	19.912835	0.9956%
25	508	C1-26, C1-27	S-123	1,064	18.053542	0.9027%
26	511	C2-13, C2-14	S-111	1,091	18.298425	0.9149%
27	512	C1-70	S-105	674	14.516352	0.7258%
28	514	C2-46, C2-47	S-130	864	16.239598	0.8120%
29	515	C2-33, C2-34	C-088	1,067	18.080751	0.9040%
30	516	C1-15	S-092	694	14.697746	0.7349%
31	517	C1-39	S-103	700	14.752165	0.7376%
32	518	C1-115	S-029	696	14.715886	0.7358%
_33	501	C2-31, C2-32	S-121	1,070	18.107961	0.9054%
34	602	C2-11, C2-12	S-127	1,275	19.967253	0.9984%
35	603	C2-102	none	628	14.099145	0.7050%

36	604	C2-100, C-2-101	none	861	16.212389	0.8106%
37	605	C1-44, C1-43	S-017	861	16.212389	0.8106%
38	606	C2-29	none	628	14.099145	0.7050%
39	607	C1-90, C1-91	S-039	1,285	20.057950	1.0029%
40	608	C1-123, C1-124	S-122	1,069	18.098891	0.9049%
41	609	C1-109	none	681	14.579840	0.7290%
42	610	C2-44, C2-45	S-068	1,460	21.645151	1.0823%
43	611	C1-67, C1-68	S-059	1,091	18.298425	0.9149%
44	612	C1-140	S-016	674	14.516352	0.7258%
45		C1-148, C1-149	none	1,074	18.144239	0.9072%
46	615	C2-78, C2-79	S-099	1,067	18.080751	0.9040%
47	616	C1-143	S-097	694	14.697746	0.7349%
48	617	C1-152	S-098	700	14.752165	0.7376%
49	618	C1-141	S-104	696	14.715886	0.7358%
50	601	C2-75, C2-76	S-118	1,070	18.107961	0.9054%
51	702	C2-7, C2-8	S-126	1,275	19.967253	0.9984%
52	703	C2-19	none	628	14.099145	0.7050%
53	704	C1-144, C1-145	S-082	861	16.212389	
54	704	C1-120, C1-121	S-062	861	16.212389	0.8106%
55	705	C2-97				0.8106%
56		C1-107, C1-108	none S-040	643	14.235191	0.7118%
57	707			1,285	20.057950	1.0029%
		C1-23, C1-24	none	1,069	18.098891	0.9049%
58	709	C1-161	S-042	681	14.579840	0.7290%
59	744	CO 96 CO 97	0.000	4.004	40.000405	0.0000%
60	711	C2-86, C2-87	S-060	1,091	18.298425	0.9149%
61	712	C2-9	S-106	674	14.516352	0.7258%
62	714	C2-90, C2-91	none	1,074	18.144239	0.9072%
63	715	•	S-108	1,067	18.080751	0.9040%
64	716	C1-112	S-074	694	14.697746	0.7349%
65	717	C2-4	S-085	222	14.752165	0.7376%
66	718	C2-10	S-086	696	14.715886	0.7358%
67	701	C2-2, C2-3	S-119	1,070	18.107961	0.9054%
68	802	C1-118, C1-119	S-135	1,275	19.967253	0.9984%
69	803	C2-18	S-003	628	14.099145	0.7050%
70	804	C1-80, C1-81	C-143	861	16.212389	0.8106%
71	805	C1-146, C1-147	S-079	861	16.212389	0.8106%
72						0.0000%
73	807	C1-6, C1-7	S-053	1,285	20.057950	1.0029%
74	808	C1-9, C1-10	S-116	1,069	18.098891	0.9049%
75	809	C1-8	S-043	681	14.579840	0.7290%
76	810	C1-133, C1-134	S-035	1,461	21.654221	1.0827%
77	811	C1-20, C1-21	S-133	1,091	18.298425	0.9149%
78	812	C2-88	S-113	674	14.516352	0.7258%
79	814		S-124	1,074	18.144239	0.9072%
80	815	C1-12, C1-13	S-112	1,067	18.080751	0.9040%
81	816	C1-36	S-020	694	14.697746	0.7349%
82	817	C1-40	S-021	700	14.752165	0.7376%
83	818	C1-5	S-022	696	14.715886	0.7358%
84	801	C1-41, C1-42	S-132	1,070	18.107961	0.9054%
85	902	C1-33, C1-34	S-136	1,275	19.967253	0.9984%
86	903	C2-16	none	628	14.099145	0.7050%
87	904	C1-131, C1-132	S-145	861	16.212389	0.8106%

88		C1-138, C1-139	none	861	16.212389	0.8106%
89	906	C2-15	none	643	14.235191	0.7118%
90	907	C1-37, C1-38	S-054	1,285	20.057950	1.0029%
91	908	C1-152, C1-153	S-107	1,069	18.098891	0.9049%
92	909	C1-35	S-049	681	14.579840	0.7290%
93	910	C2-81, C2-82	S-036	1,461	21.654221	1.0827%
94	911	C1-83, C1-84	S-134	1.091	18.298425	0.9149%
95	912	C1-50	S-114	674	14.516352	0.7258%
96	914	C1-98, C1-99	none	1,074	18.144239	0.9072%
97	915	C1-93, C1-94	S-140	1,067	18.080751	0.9040%
98	916	C1-137	S-027	694	14.697746	0.7349%
99	917	C1-100	S-026	700	14.752165	0.7376%
100	918	C1-101	S-025	696	14.715886	0.7358%
101				***		0.0000%
102	1002	C1-48, C1-49	S-147	1,275	19.967253	0.9984%
103	1003	C2-17	S-011	628	14.099145	0.7050%
104	1004	C1-113, C1-114	none	861	16.212389	0.8106%
105	1005	C1-17, C1-18	none	861	16.212389	0.8106%
106	1006	C1-82	S-010	643	14.235191	0.7118%
107	1000	C 1-02	3-010	043	14.235191	
107	1008	C1-116, C1-117	2020	1.000	40 000004	0.0000%
100	1008	C1-116, C1-117	none	1,069	18.098891	0.9049%
1		= : =	none	681	14.579840	0.7290%
110	1010	C1-59, C1-60	S-141	1,461	21.654221	1.0827%
111	1011	C2-38, C2-39	S-137	1,091	18.298425	0.9149%
112	4044	04.07.04.00		4.0-4		0.0000%
113	1014	C1-87, C1-88	none	1,074	18.144239	0.9072%
114	1015	C1-51, C1-52	S-131	1,067	18.080751	0.9040%
115	1016	C1-22	S-064	694	14.697746	0.7349%
116	1017	C1-89	none	700	14.752165	0.7376%
117	1018	C1-25	S-142	696	14.715886	0.7358%
118	1001	C1-156, C1-157,	S-072	1,070	18.107961	0.9054%
110		C1-158				0.00000/
119						0.0000%
120	4404	04 450 04 454	0.050	004	40.040000	0.0000%
121		C1-150, C1-151	S-050	861	16.212389	0.8106%
122	1105	C1-78, C1-79	S-061	861	16.212389	0.8106%
123						0.0000%
124	4400	00.10.00.01		4 000	40.00004	0.0000%
125	1108	C2-42, C2-84	none	1,069	18.098891	0.9049%
126	1109	C1-58	none	681	14.579840	0.7290%
127	1110		none	1,461	21.654221	1.0827%
128	1111	C2-49, C2-50	S-138,	1,091	18.298425	0.9149%
400			GS-29			
129	444.	04 4540 04 455		4.674	40.444000	0.0000%
130		C1-1543, C1-155	none	1,074	18.144239	0.9072%
131	1115	C1-104, C1-105, C1-106	S-030, GS-11	1,067	18.080751	0.9040%
132	1116	C1-11	S-065	694	14.697746	0.7349%
133	1117	C1-16	S-083	700	14.752165	0.7376%
134						0.0000%
135	1101	C2-43, C2-83	S-095, GS-21	1,070	18.107961	0.9054%

136	1202	C2-73, C2-74	none	1,275	19.967253	0.9984%
137						0.0000%
138						0.0000%
139					i	0.0000%
140						0.0000%
141						0.0000%
142	1208	C1-127, C1-128	none	1,069	18.098891	0.9049%
143	1209	C2-52	none	681	14.579840	0.7290%
144	1210	C1-55, C1-95	none	1,461	21.654221	1.0827%
145	1211	C1-54, C1-96	S-032,	1,091	18.298425	0.9149%
			G2-3]	
146					Į Į	0.0000%
147	1214	C1-53, C1-97	S-044, GS-2	1,074	18.144239	0.9072%
148	1215	C1-159, C1-160	S-045, GS-16	1,067	18.080751	0.9040%
149			93-10			0.0000%
150						0.0000%
151						0.0000%
	1001	C1 05 C1 00	2075	4.070	49 407064	
152	1201	C1-85, C1-86	S075, GS-13	1,070	18.107961	0.9054%

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