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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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FIRST AMENDMENT TO  
ENABLING DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS OF  
GATEWAY PARK PLANNED UNIT DEVELOPMENT

**FIRST AMENDMENT TO  
ENABLING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
GATEWAY PARK PLANNED UNIT DEVELOPMENT**

THIS FIRST AMENDMENT TO ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GATEWAY PARK PLANNED UNIT DEVELOPMENT ("First Amendment") is made this 1<sup>st</sup> day of June, 2010.

**RECITALS**

A. Denis L. Gray, Milda M. Gray, Thomas V. Hollander, Dennis Maroney, and Sandra Maroney (collectively, the "Declarant"), executed and recorded that certain Enabling Declaration of Covenants, Conditions and Restrictions of Gateway Park Planned Unit Development on June 22, 2001 as Entry No. 1670006 in Book 2833 at Page 448 (the "Declaration") in the real property records of the Clerk and Recorder of Davis County, Utah ("Records").

B. Section 13.7 of the Declaration permits amendments to the Declaration upon the vote of at least sixty percent (60%) of the undivided ownership interest in the Common Areas and Facilities. A vote of the Owners has been properly taken and this First Amendment has been approved in accordance with the provisions of the Declaration.

C. The undersigned desire to amend certain aspects of the Declaration, as more particularly set forth below.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Definitions. All capitalized terms used herein shall have the same meanings as set forth in the Declaration, unless otherwise defined.

2. Voting and Assessments. The Declaration specifically refers repeatedly to only four (4) individual Units within the Project, but did not contemplate any further subdivision of the four initial Units or address the voting rights of the Owners and method of apportioning Common Assessments and Special Assessments in the event of any further subdivision of the Buildings. Accordingly, the Declaration is amended to provide that each Owner's proportionate share of liability for the Common Area Expenses, and each Owner's total voting interest for the community, is a factor determined by dividing such Owner's total square footage of improvements divided by the total square footage of all improvements located within the entire Project. Exhibit A to the Declaration is replaced and superseded in its entirety by the new Exhibit A, attached hereto and incorporated herein by this reference. Additionally, the installation or construction of any loft or mezzanine level to the interior of a Unit's existing structure as of the date of this Amendment, shall not increase the square footage of such Owner's total square footage of improvements in determining any Owner's proportionate share of liability or voting interest, provided the density of use for such loft or mezzanine level is not in excess of three persons per 1,000 square feet.

3. Parking. The Declaration is amended to provide for the following:
  - a. Unit 4A shall be allowed to have three (3) reserved parking spaces with reserved parking signage directly in front of Unit 4A for the reserved use of the owner, tenant and invitees of Unit 4A in the general location depicted on Exhibit B, attached hereto and incorporated herein by this reference. Overnight and long term parking of vehicles in said three reserved parking spaces is permissible, subject to the following limitations:
    - i. vehicles shall be 28 feet long or less;
    - ii. vehicles shall be licensed and registered;
    - iii. vehicles shall be in running condition; and
    - iv. vehicles shall be in good repair and have a generally well maintained physical appearance.
4. Architectural Control. Article X of the Declaration is amended to provide that no prior approval of any improvements to the interior of any Owner's Unit shall be required by any other Owners or the Management Committee.
5. Conflict; Incorporation of Terms. In the event of any express conflict or inconsistency between the terms of the Declaration and the terms of this First Amendment, the terms of this First Amendment shall control and govern. In all other respects, the terms, covenants and conditions of the Declaration are hereby ratified, reaffirmed and incorporated herein by this reference.
6. Captions. The paragraph captions utilized herein are in no way intended to interpret or limit the terms and conditions hereof, rather they are intended for purposes of convenience only.
7. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[end of page 2, signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the date first above written.

GATEWAY PARK PLANNED UNIT DEVELOPMENT  
COMMERCIAL OWNERS ASSOCIATION,  
a Utah non-profit corporation

By: \_\_\_\_\_

Its: Manager

STATE OF UTAH )

COUNTY OF Davis )

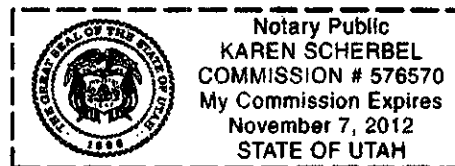
ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2010 by Clarke Bradshaw as manager of Gateway Park Planned Unit Development Commercial Owners Association, a Utah non-profit corporation.

Witness my hand and official seal.


My commission expires: 11/7/12

Karen Scherbel  
Notary Public



Bradshaw

**Owners' Signatures**  
to  
**First Amendment to**  
**Enabling Declaration of Covenants,**  
**Conditions and Restrictions of**  
**Gateway Park Planned Unit Development**

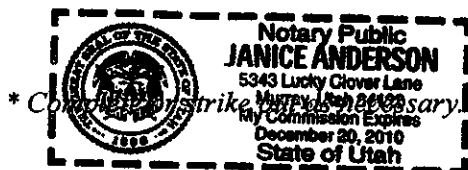
  
Print Name: E. LYNN HANSEN  
Address: 559 W 500 South  
Bountiful, Utah 84010

STATE OF Utah )  
COUNTY OF Davis ) ss.


The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of MAY, 2010, by E. LYNN HANSEN (name) [\* as PRESIDENT (title) of Hansen Bradshaw Malmgren (company)], as the owner of property located at 559 W 500 South (street address), Bountiful (city), Utah 84010. Erickson

Witness my hand and official seal.

My commission expires: 12/20/10



[Seal]

  
Notary Public

**Owners' Signatures**  
to  
**First Amendment to**  
**Enabling Declaration of Covenants,**  
**Conditions and Restrictions of**  
**Gateway Park Planned Unit Development**

Kelly Rasmussen  
Print Name: Kelly Rasmussen  
Address: 545 West 500 South  
Bountiful, Utah 84010

STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of MAY 2010, by Kelly Rasmussen (name) [\* as Member (title) of Aspen Valley Exit (company)], as the owner of property located at 545 W. 500 So. (street address), Bountiful (city), Utah 84010. Investment LLC

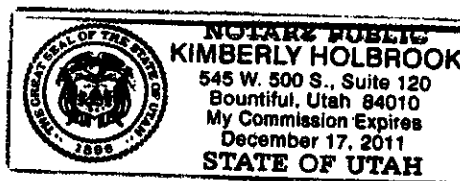
Witness my hand and official seal.

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

[Signature]  
Notary Public

\* Complete or strike out as necessary.

[Seal]



**Owners' Signatures**  
**to**  
**First Amendment to**  
**Enabling Declaration of Covenants,**  
**Conditions and Restrictions of**  
**Gateway Park Planned Unit Development**

By HAI Properties, LLC  
Blair T. Halverson

Print Name: Blair T. Halverson

Address: 540 West 600 South

Bountiful, Utah 84010

STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )

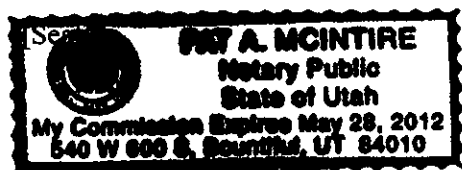
The foregoing instrument was acknowledged before me this 26 day of May, 2010, by Blair T. Halverson (name) [\* as Managing Member (title) of HAI Properties LLC (company)], as the owner of property located at 540 West 600 South (street address), Bountiful (city), Utah 84010.

Witness my hand and official seal.

My commission expires: May 28, 2012

Paul A. McIntire  
Notary Public

\* Complete or strike out as necessary.



**Owners' Signatures**  
to  
**First Amendment to  
Enabling Declaration of Covenants,  
Conditions and Restrictions of  
Gateway Park Planned Unit Development**

Paul Hatch by Ken Hatch Attorney in fact

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_, Utah 84010

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

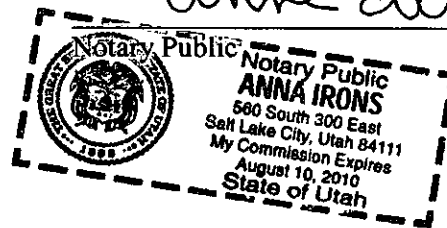
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2010, by  
KEN HATCH ATTORNEY IN FACT (name) [\* as ATTORNEY IN FACT (title) of ////////////////  
FOR PAUL HATCH (company)], as the owner of property located at \_\_\_\_\_ (street address),  
\_\_\_\_\_ (city), Utah 84010.

Witness my hand and official seal.

My commission expires: 8-10-2010

\* Complete or strike out as necessary.

[Seal]





**EXHIBIT A**  
**TO FIRST AMENDMENT TO**  
**ENABLING DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS OF**  
**GATEWAY PARK PLANNED UNIT DEVELOPMENT**

Legal Description of Subject Property situated in Davis County, Utah and more fully described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF A PUBLIC STREET (600 SOUTH STREET) WHICH IS SOUTH  $0^{\circ}13'24''$  EAST 1069.20 FEET ALONG THE SECTION LINE AND NORTH  $89^{\circ}59'16''$  WEST 563.19 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WHICH POINT IS ALSO 429.00 FEET WEST OF THE CENTERLINE OF A STREET (500 WEST STREET); AND RUNNING THENCE SOUTH  $0^{\circ}14'16''$  WEST 74.34 FEET ALONG AN EXISTING FENCE LINE; THENCE WEST 308.02 FEET; THENCE NORTH  $0^{\circ}29'32''$  EAST 353.39 FEET; THENCE EAST 240.80 FEET THENCE SOUTH  $0^{\circ}00'04''$  EAST 131.59 FEET ALONG A LINE THAT IS 493.48 FEET WEST OF THE CENTERLINE OF SAID 500 WEST STREET; THENCE SOUTH  $89^{\circ}59'56''$  WEST 14.50 FEET; THENCE SOUTH  $0^{\circ}00'04''$  EAST 107.44 FEET; THENCE SOUTHEASTERLY 28.98 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $66^{\circ}25'09''$  (RADIUS POINT BEARS NORTH  $89^{\circ}59'56''$  EAST FROM THE BEGINNING OF THE CURVE); THENCE NORTH  $0^{\circ}00'04''$  WEST 22.91 FEET; THENCE SOUTHEASTERLY 62.82 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $89^{\circ}59'12''$  (RADIUS POINT BEARS NORTH  $89^{\circ}59'56''$  EAST FROM THE BEGINNING OF THE CURVE); THENCE SOUTH  $89^{\circ}59'16''$  EAST 23.99 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 30-FOOT WIDE RIGHT-OF-WAY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A PUBLIC STREET WHICH IS SOUTH  $0^{\circ}13'24''$  EAST 1069.20 FEET ALONG THE SECTION LINE AND NORTH  $89^{\circ}59'16''$  WEST 563.19 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WHICH POINT IS ALSO 429 FEET WEST OF THE CENTERLINE OF A STREET (500 WEST STREET) AND RUNNING THENCE NORTH  $89^{\circ}59'16''$  WEST 23.99 FEET; THENCE NORTHWESTERLY 62.82 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $89^{\circ}59'12''$  (RADIUS POINT BEARS NORTH  $0^{\circ}00'04''$  EAST FROM THE BEGINNING OF THE CURVE); THENCE NORTH  $0^{\circ}00'04''$  EAST 52.44 FEET; THENCE NORTHWESTERLY 35.83 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $51^{\circ}19'04''$ .

Also known as Gateway Park Planned Unit Development Amended, as recorded in the real property records of Davis County, Utah on December 17, 2003 as Entry No. 1941329 in Book 3437 at Page 403.

**EXHIBIT A**  
**TO**  
**FIRST AMENDMENT TO**  
**ENABLING DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS OF**  
**GATEWAY PARK PLANNED UNIT DEVELOPMENT**

The Project now contains 7 units.

<b>UNITS</b>	<b>ADDRESSES (all in Woods Cross and/or Bountiful, Utah)</b>	<b>APPROX. NUMBER OF SQUARE FEET</b>	<b>PERCENT OWNERSHIP IN COMMON AREAS &amp; VOTING RIGHTS</b>
1	559 W. 500 South	3,808	10.57
2	545 W. 500 South	12,464	34.61
3	547 W. 500 South	8,614	23.92
4A	557 W. 600 South	3,229	8.97
4B	555 W. 600 South	3,211	8.92
4C	553 W. 600 South	2,396	6.65
4D	545 W. 600 South	2,290	6.36
<b>TOTALS</b>		<b>36,012</b>	<b>100%</b>

\* Also determinative of voting rights and used as a general basis for pro rata share of owners' expenses.

**EXHIBIT B**

