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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/19/2010 3:28:00 PM
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SECOND AMENDMENT TO
ENABLING DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
GATEWAY PARK PLANNED UNIT DEVELOPMENT

**SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR BOUNTIFUL GATEWAY PARK**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Second Amendment") is made this 1st day of June, 2010.

RECITALS

A. Bountiful Gateway Park, Ltd., a Utah limited partnership ("Park"), and Bountiful Gateway Research and Development, a Utah limited partnership ("Research", and collectively with Park, the "Declarant"), executed and recorded that certain Declaration of Easements, Covenants and Restrictions for Bountiful Gateway Park on February 12, 1988 as Entry No. 815836 in Book 1218 at Page 309 ("Original Declaration"), in the real property records of the Clerk and Recorder of Davis County, Utah ("Records").

B. The Original Declaration was amended by that certain First Amendment to Declaration [of Easements, Covenants and Restrictions for Bountiful Gateway Park] recorded in the Records on October 1, 1991 as Entry No. 943194 in Book 1441 at Page 214 ("First Amendment"). The Original Declaration and First Amendment are collectively referred to herein as the "Declaration."

C. Section 8.06 of the Original Declaration permits amendments to the Declaration upon the majority vote of all Owners within the Project. A vote of the Owners has been properly taken and this Second Amendment has been approved in accordance with the provisions of the Original Declaration.

D. 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. Limitations on Use. The Original Declaration is revised, and the first substantive sentence of Section 3 of the First Amendment is deleted and replaced, with the following sentence:

"No Owner or Occupant shall manufacture, produce, or store upon or within the Project any hazardous waste, or toxic substance in violation of federal, state or local law. Notwithstanding the foregoing, the manufacturing, production or storage of any hazardous waste or toxic substances in compliance with any applicable federal, state or local laws shall not be deemed a breach of the Bountiful Gateway Park Declaration."

3. Voting and Assessments. The Original Declaration did not contemplate any further subdivision of the Buildings 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, Sections 4.03 (Voting), 5.04 (General Assessments), and 5.05 (Special Assessments) of the Declaration are amended to provide that each Owner's proportionate share of liability for the Common Areas and Common Facilities maintenance, replacements and repair 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. Additionally, the installation or construction of any loft or mezzanine level to the interior of an Owner'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.

As of the date hereof, the proportionate shares of each owners' liability for the Common Areas and Common Facilities maintenance, replacements and repair expenses, and each Owners' total voting interest for the community, are set forth on Exhibit A, attached hereto and incorporated herein by this reference.

4. Parking. The Declaration is amended to provide for the following:

- a. Unit 4A located at 557 West 600 South, Woods Cross, Utah ("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.

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 Second Amendment, the terms of this Second 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 Second 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 3, signature pages follow]

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

BOUNTIFUL GATEWAY PARK
COMMERCIAL OWNERS ASSOCIATION,
a Utah non-profit corporation

By: *[Signature]*

Its: Manager Bountiful Gateway Park LLC

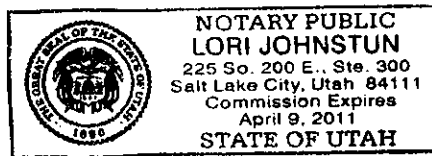
STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27 day of May, 2010 by Barrett Peterson as manager of Bountiful Gateway Park Commercial Owners Association, a Utah non-profit corporation.

Witness my hand and official seal.

My commission expires: 04/09/2011

[Signature]
Notary Public



Owners' Signatures
to
Second Amendment to
Declaration of Easements, Covenants and Restrictions
for Bountiful Gateway Park

[Signature], Manager Bountiful Gateway LLC

Print Name: Barrett Peterson

Address: 563 W. 500 S. Suite 110
Bountiful, Utah 84010

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27 day of May, 2010, by Barrett Peterson (name) [* as manager (title) of Bountiful Gateway Park LLC (company)], as the owner of property located at 563 W. 500 S. (street address), Bountiful (city), Utah 84010. Suite 110

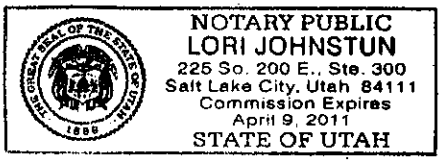
Witness my hand and official seal.

My commission expires: 04/09/2011

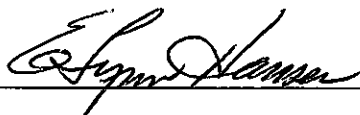
[Signature]
Notary Public

* Complete or strike out as necessary.

[Seal]



Owners' Signatures
 to
Second Amendment to
Declaration of Easements, Covenants and Restrictions
for Bountiful Gateway Park



Print Name: E. LYNN HANSEN

Address: 559 W 500 South

Bountiful, Utah 84010

STATE OF Utah)

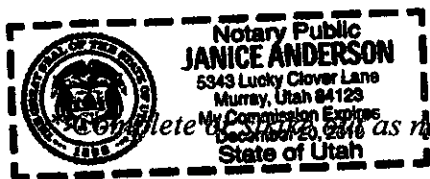
) ss.

COUNTY OF DAVIS)

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

Witness my hand and official seal.

My commission expires: 12/28/10



Janice Anderson
 Notary Public

[Seal]

Owners' Signatures
to
Second Amendment to
Declaration of Easements, Covenants and Restrictions
for Bountiful Gateway Park

Kelly Rasmussen

Print Name: Kelly Rasmussen

Address: 545 West 500 So.
Bountiful, Utah 84010

STATE OF Utah)
) ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 21st day of May, 2010, by Kelly Rasmussen (name) [* as member (title) of Exit Investments, LLC (company)], as the owner of property located at 545 W 500 S (street address), Bountiful (city), Utah 84010.

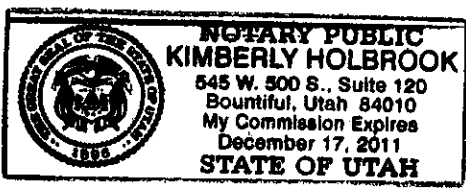
Witness my hand and official seal.

My commission expires: _____

[Signature]
Notary Public

* Complete or strike out as necessary.

[Seal]



Owners' Signatures
to
Second Amendment to
Declaration of Easements, Covenants and Restrictions
for Bountiful Gateway Park

H&J Properties, LLC
By Blair T. Halverson

Print Name: Blair T. Halverson

Address: 540 West 600 South
Bountiful, Utah 84010

STATE OF Utah)
) ss.
COUNTY OF Davis)

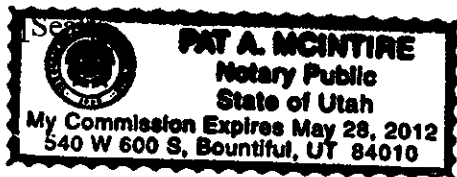
The foregoing instrument was acknowledged before me this 26 day of May, 2010, by Blair T Halverson (name) [* as Managing Member (title) of H&J Properties LLC (company)], as the owner of property located at 540 West 600 South (street address), Bountiful (city), Utah 84010.

Witness my hand and official seal.

My commission expires: May 28, 2012

Pat A. McIntire
Notary Public

* Complete or strike out as necessary.



Owners' Signatures
to
Second Amendment to
Declaration of Easements, Covenants and Restrictions
for Bountiful Gateway Park

Paul Hatch my 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 ____ day of _____, 2010, by ~~KEN HATCH AS ATTORNEY IN FACT FOR PAUL HATCH~~ (name) [* as ATTORNEY IN FACT(title) of _____ (company)], as the owner of property located at ////// (street address), _____ (city), Utah 84010.

Witness my hand and official seal.

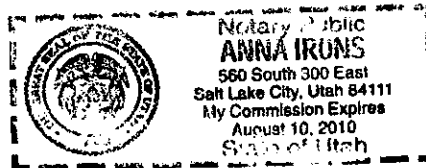
My commission expires: 8-10-2010

Anna Irons

Notary Public

* Complete or strike out as necessary.

[Seal]



Owners' Signatures
to
Second Amendment to
Declaration of Easements, Covenants and Restrictions
for Bountiful Gateway Park

Scott Miller Burbank

Print Name: Scott Miller Burbank

Address: 541 west 500 south

Bountiful, Utah 84010

STATE OF UTAH)
) ss.
COUNTY OF DAVIES)

The foregoing instrument was acknowledged before me this 26 day of May, 2010, by Scott Miller Burbank (name) [* as Member (title) of Burbank and Wilde (company)], as the owner of property located at 541 W. 500 S. (street address), Bountiful (city), Utah 84010.

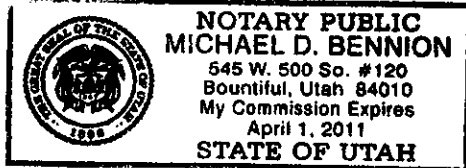
Witness my hand and official seal.

My commission expires: April 1, 2011

[Signature]
Notary Public

* *Complete or strike out as necessary.*

[Seal]



Owners' Signatures
to
Second Amendment to
Declaration of Easements, Covenants and Restrictions
for Bountiful Gateway Park

SKY Executive Plaza, L.L.C.,

W Scott Kjar

Print Name: W. Scott Kjar

Address: 585 West 500 South #110
Bountiful Utah 84010

STATE OF Utah)
) ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 27th day of May, 2010, by W. Scott Kjar (name) [* as Vice Pres (title) of Excel Investment Corp, Manager (company)], as the owner of property located at 585 W. 500 S # 110 (street address), Bountiful (city), Utah 84010.

Witness my hand and official seal.

My commission expires: 11/7/12

Karen Scherbel
Notary Public

* Complete or strike out as necessary.

[Seal]

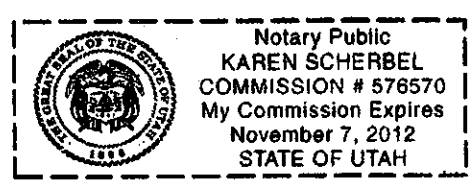


EXHIBIT A
TO
SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR BOUNTIFUL GATEWAY PARK

Legal Description of Property (Page 1 of 2)

All of the real property legally described in that certain Declaration of Easements, Covenants and Restrictions for Bountiful Gateway Park recorded in the real property records of the Clerk and Recorder of Davis County, Utah on February 12, 1988 as Entry No. 815836 in Book 1218 at Page 309, more particularly described as:

Real property situate in Davis County, State of Utah, and more particularly described as follows:

BEGINNING at a point on the South line of 500 South Street North 89°59'16" West 132.00 feet along the section line and South 0°11'26" East 539.88 feet along the centerline of 500 West Street and South 89°50'20" West 490.18 feet along the centerline of said 500 South Street and South 0°12'36" East 39.55 feet to a fence corner from the Northeast corner of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 73°06'36" West 234.12 feet along the fence line; thence North 89°10'36" West 168.4 feet along a fence line to a point of tangency of a 90.0 foot radius curve to the left; thence Southwesterly 126.90 feet along the arc of said curve through a central angle of 80°47'24"; thence South 10°02' West 499.42 feet along the Easterly no access line of the I-15 Freeway to the North end of a frontage road (said no-access line is 1.0 foot Easterly of and parallels the fence); thence South 86°59' East 321.75 feet; thence North 0°29'32" East 439.42 feet; thence East 297.25 feet; thence South 1.41 feet; thence East 9.22 feet; thence South 0°00'52" West 48.17 feet; thence North 89°41'24" East 126.96 feet; thence North 0°27'17" East 37.82 feet; thence North 88°31'35" East 5.68 feet, thence North 0°10'21" West 226.06 feet along the West edge of a retaining wall to a point on the South line of said 500 South Street; thence South 89°50'20" West 144.51 feet along said street; thence South 83°44' West 6.03 feet along said street; thence South 0°27' East 65.76 feet; thence West 44.0 feet; thence North 0°27' West 60.91 feet to point of beginning.

(continued on next page)

EXHIBIT A
TO
SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR BOUNTIFUL GATEWAY PARK

Legal Description of Property – Continued (Page 2 of 2)

Real property situate in Davis County, State of Utah, and more particularly described as follows:

BEGINNING at a point on the West line of a public street (600 South Street) which is South 0°13'24" East 1069.20 feet along the Section line and North 89°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°14'16" West 74.34 feet along an existing fence line; thence West 308.02 feet; thence North 0°29'32" East 353.39 feet; thence East 240.80 feet; thence South 0°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°59'56" West 14.50 feet; thence South 0°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°25'09" (radius point bears North 89°59'56" East from the beginning of the curve); thence North 0°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°59'12" (radius point bears North 89°59'56" East from the beginning of the curve); thence South 89°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°13'24" East 1069.20 feet along the Section Line and North 89°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°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°59'12" (radius point bears North 0°00'04" East from the beginning of the curve); thence North 0°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°19'04".

EXHIBIT A
TO
SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR BOUNTIFUL GATEWAY PARK

The Project contains the following buildings/units:

BUILDING NAMES	ADDRESSES (all in Woods Cross and/or Bountiful, Utah)	APPROX. NUMBER OF SQUARE FEET	PERCENT OWNERSHIP IN COMMON AREAS & VOTING RIGHTS
Peterson Buildings	563 West 500 South 575 West 500 South (Sizzler) 535 West 500 South	66,224	49.87
Bradshaw Buildings	559 West 500 South	3,541	2.67
Aspen Title Building	545 West 500 South	12,464	9.39
Halverson Building	547 West 500 South	8,614	6.49
Hatch Building	557 West 600 South (#4A) 555 West 600 South (#4B) 553 West 600 South (#4C) 545 West 600 South (#4D)	3,229 3,211 2,396 2,290	2.43 2.42 1.80 1.73
Burbank Wilde Building	541 West 500 South	3,808	2.87
Sky Property Building	585 West 500 South	27,000	20.33
TOTALS		132,777	100%

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

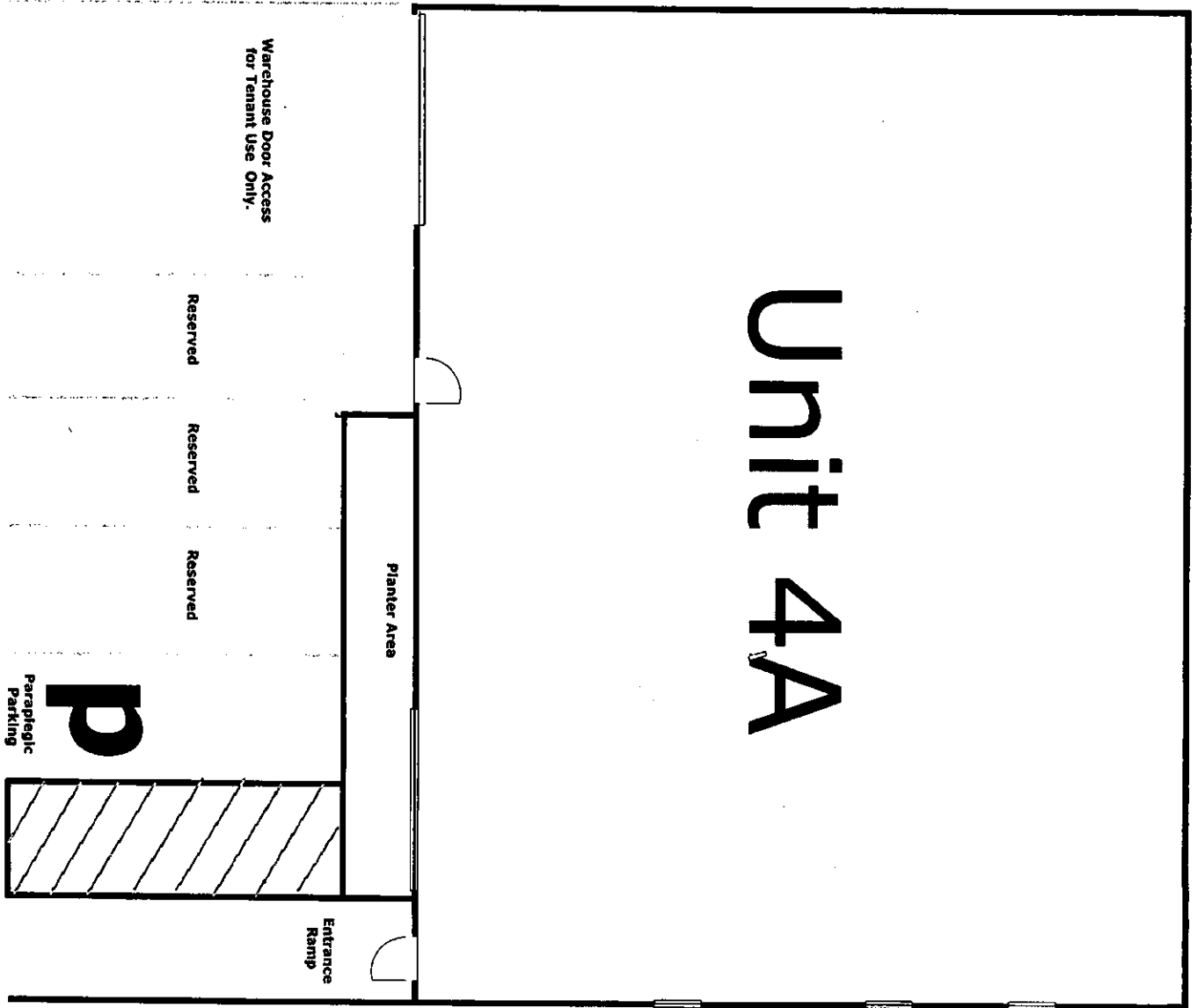


EXHIBIT B