

WHEN RECORDED, RETURN TO:
GREGORY S. BELL, ESQ.
KIRTON, McCONKIE & POLEMAN
1800 Eagle Gate Tower
Salt Lake City, UT 84111-1004

FIRST AMENDMENT TO E# 943194 BK 1441 PG 214
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 OCT 1 4:33 PM FEE 14.50 DEP MB
REC'D FOR US TITLE OF UTAH

DECLARATION

[of Easements, Covenants and Restrictions
NE-25 2N for Bountiful Gateway Park]

THIS FIRST AMENDMENT TO DECLARATION is made and entered into this 24th day of September, 1991 by and between BOUNTIFUL GATEWAY PARK, LTD., a Utah limited partnership, ("Park") and BOUNTIFUL GATEWAY RESEARCH AND DEVELOPMENT, a Utah limited partnership, ("Research") and certain other signatories hereto indicated at the end of the text of this document.

R E C I T A L S:

A. Park and Research are the owners of all of the real property located within that certain development known as Bountiful Gateway Park (the "Project.") The parcel owned by Park is more particularly described on the attached Exhibit "A". The parcel owned by Research is more particularly described on the attached Exhibit "B".

B. Under date of February 5, 1991, Park and Research jointly entered into that certain Declaration of Easements, Covenants and Restrictions for Bountiful Gateway Park (the "Declaration.") Park and Research are hereinafter sometimes jointly referred to as "Declarant."

C. Park has agreed to sell a certain parcel contained in the Project to Coldwell Banker Premier, Inc. ("Coldwell"), which parcel is more particularly described on the attached Exhibit "C" (the "Pad.") The parties hereto intend that the Pad is and in all respects shall remain subject and subordinate to and burdened and benefited by the Declaration.

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. Continuing Effect of Declaration. The Declaration shall continue to burden and benefit the Pad in accordance with its terms.

2. Participation in General Assessments. Coldwell shall participate in the payment of its share of General Assessments and all other obligations burdening and relating to the Pad pursuant to the Declaration.

3. Limitations on Use. The following is added to the Declaration, and shall affect the entire Project and any part thereof:

No Owner or Occupant shall use any portion of the Project for the manufacture, production, storage, transfer or sale of any toxic substance or hazardous substance in violation of federal, state or

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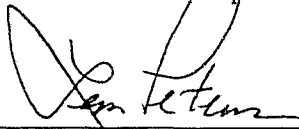
local law, nor shall any Owner or Occupant manufacture, produce or store upon or within the Project any hazardous waste, or toxic substance of sufficient quantities to be regulated by federal, state or local law. No Owner or Occupant shall use any portion of the Project as or for a gaming or gambling establishment, pool hall, dram shop, bar, saloon, or any similar establishment selling and/or serving liquor by the drink, liquor store, massage parlor, an establishment offering pornographic performances, or the sale of pornographic books, photographs, videos or like materials; provided, however, any restaurant within the Project may serve liquor consistent with applicable law and in a manner consistent with the practice of first-class restaurants in handling and serving liquor in the city of Bountiful, Utah.

4. Additional Signatories. Certain parties, other than those named at the outset of this document, such as beneficiaries under deeds of trust, will execute this document, and their execution hereof subordinates their several interests in the Project to the effect of this First Amendment. This document confers no further or additional interest in the Project on any such party.

5. Counterparts. This agreement may be signed in any number of counterparts, and the recordation of an original of this instrument together with the original signatures of all of the signatories hereto on additional signature pages shall constitute and be deemed a fully-executed document.

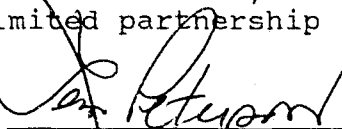
DATED as of the day and year above written.

BOUNTIFUL GATEWAY PARK, LTD.
a Utah limited partnership

By: 

Leon Peterson
Its General Partner

BOUNTIFUL GATEWAY RESEARCH
AND DEVELOPMENT, a Utah
limited partnership

By: 

Leon Peterson
Its General Partner

[Additional signatures on following page]

[The undersigned Barclays Bank PLC, New York Branch, Citibank, N.A. and Leon Peterson, respectively, enter into this Agreement in order to render their respective encumbrances which affect the Project subordinate and subject to the provisions of this document.]

BARCLAYS BANK PLC,
NEW YORK BRANCH

CITIBANK, N.A

By

By

Its

Its

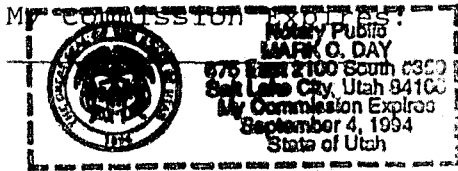
Bruce H. [Signature]
As designated agent

STATE OF UTAH)

:ss

COUNTY OF SALT LAKE)

On this 23 day of September, 1991, personally appeared before me LEON PETERSON, and duly acknowledged that he executed the same AS GENERAL PARTNER OF BOUNTIFUL GATEWAY FARM, LTD.



Mark C. Day

Notary Public

Residing at: _____

STATE OF UTAH)

:ss

COUNTY OF SALT LAKE)

On this 23 day of September, 1991, personally appeared before me LEON PETERSON, and duly acknowledged that he executed the same AS GENERAL PARTNER OF BOUNTIFUL GATEWAY RESEARCH AND DEVELOPMENT.

My Commission Expires: _____



Mark C. Day

Notary Public

Residing at: _____

[Additional notaries on following page]

STATE OF Georgia)
COUNTY OF Cobb) :SS

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On this 27 day of September, 1991, personally appeared before me MARK ADKINS, and duly acknowledged that he executed the same.

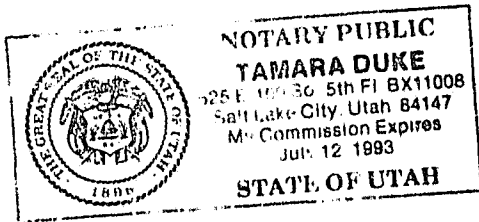
My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires October 2, 1994

Charlene Shiver
Notary Public
Residing at: _____

STATE OF UTAH)
COUNTY OF SALT LAKE) :SS

On this 30 day of September, 1991, personally appeared before me Bruce G. Lohr designated, and duly acknowledged that he executed the same. agent pursuant to a power of attorney



Tamara Duke

EXHIBIT "A"

To First Amendment to Declaration

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.

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EXHIBIT "B"

To First Amendment to Declaration

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 $0^{\circ}13'24''$ 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 $51^{\circ}19'04''$.

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EXHIBIT "C"To First Amendment to Declaration
(Coldwell Pad Description)

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

Beginning at a point which is on the South line of 500 South Street North $89^{\circ}59'16''$ West 132.00 feet along the section line and South $0^{\circ}11'26''$ East 539.88 feet along the centerline of 500 West Street to an existing centerline monument and South $89^{\circ}50'20''$ West 490.18 feet along the centerline of said 500 South Street and South $0^{\circ}12'36''$ East 39.55 feet to a fence corner and South $73^{\circ}06'36''$ West 16.49 feet from the Northeast corner of Section 25, T2N, R1W, SLB&M and running thence South $73^{\circ}06'36''$ West 159.67 feet, thence South $0^{\circ}27'$ East 95.37 feet thence due East 152.60 feet, thence North $0^{\circ}13'42''$ West 141.76 feet to the point of beginning.

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