

WHEN RECORDED, RETURN TO:  
NOVASOURCE DEVELOPMENT, L.C.  
2180 South 1300 East, Suite 410  
Salt Lake City, UT 84106  
Attn: Betty A. Davis

Approved as to form 22<sup>nd</sup> day of  
January A.D. 2003

[Signature]  
Tooele City Community Development  
E 194732 B 816 P 412  
Date 22-JAN-2003 4:36pm  
Fee: 33.00 Check  
CALLEEN PESHELL, Recorder  
Filed By LMO  
For NOVASOURCE DEV LC  
~~TOOELE COUNTY CORPORATION~~

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
GRANT OF EASEMENTS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Amendment") is made and entered into as of this 9<sup>th</sup> day of January, 2003, by **NOVASOURCE DEVELOPMENT, L.C.**, a Utah limited liability company (the "Developer").

**RECITALS**

WHEREAS, Developer is the owner of certain real property located in the City of Tooele, County of Tooele, State of Utah, more particularly described on Exhibit "A," (the "Developer Property") attached hereto and made a part hereof; and

WHEREAS, Developer heretofore placed of record a Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded on September 6, 2002, in Book 778 at Page 53, as Entry No. 187030 of the Official Records of Tooele County, Utah; and

WHEREAS, on or about September 6, 2002, Developer conveyed to Mack Group, LLC ("Mack Group") title to the real property described on Exhibit "B," (the "Transferred Property") attached hereto and made a part hereof; and

WHEREAS, Developer is desirous of amending the Declaration in order to amend certain legal descriptions and clarify various provisions as requested by the City of Tooele; and

WHEREAS, Paragraph 12.3(d) of the Declaration provides that the Declaration may be amended by a written agreement executed by all of the Owners and recorded in the Official Records of Tooele County.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby specifically acknowledged, the Developer hereby amends the Declaration as follows:

1. Article 1.3 shall be deleted in its entirety and replaced with the following:

1.3 "Common Areas" shall mean those portions of the Property which are not Building Areas, more particularly described on Exhibit "C," (the "Common Areas") attached hereto and made a part hereof, provided those portions of the Building Areas upon which an Owner is not obligated to construct (or does not construct) buildings pursuant to this Declaration shall be deemed to be Common Area until such time as construction of buildings thereon commences.

2. Article 3.2 shall be deleted in its entirety and replaced with the following:

3.2 Developer, or its successors and assigns, shall develop the Property in the manner shown on the Plat attached hereto as Exhibit "C," as may be amended from time to time by the Developer, upon the approval of the site plan process of the City.
3. Article 4.1(a) shall be deleted in its entirety and replaced with the following:

(a) Not more than one (1) building shall be constructed on a Tract, without prior written approval from the City and Developer's prior written approval, which approval shall be in Developer's sole discretion. Except for the building currently located on Lot 1, in no event shall any building on the Property be more than one (1) story or of a height in excess of eighteen (18) feet. For purposes of this subparagraph (a), height shall be measured from finished grade of floor to the highest point of the Building.
4. Article 4.2(a) shall be deleted in its entirety and replaced with the following:

(a) Upon site plan and design review approval from the City, but in no event less than thirty (30) days prior to the commencement of construction on a Tract, each Owner shall submit to Developer for approval exterior elevations, signage plan, site plan and site grading plan (collectively, the "Plans"), covering the construction of the building and other improvements on its Tract. Once approved by Developer, such Plans shall be referred to as the "Approved Plans". If Developer should reject the Plans, the submitting Owner and Developer shall mutually consult to establish approved Plans for the proposed work. Developer shall not arbitrarily or unreasonably withhold approval of the Plans. Approval of Plans by Developer shall not constitute assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws. No material deviation shall be made from the Approved Plans. If Developer does not respond otherwise within thirty (30) days of its receipt of the Plans, the Plans shall be deemed to have been approved by Developer.
5. Article 5.1 shall be deleted in its entirety and replaced with the following:

5.1 Grant and Declaration of Reciprocal Easements. Developer hereby grants to each and every Owner and their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees, and invitees, and declares for the benefit of each of the respective Tracts within the Property permanent, mutual, reciprocal, and non-exclusive easements and rights to use the Common Areas, as described on Exhibit "C," for the purposes for which they are provided and intended, including, but not limited to, ingress, egress, access, and parking for vehicular or pedestrian traffic, upon or across the parking areas, if any, entrances, exits, driveways, walks, or service drives located within the Common Areas and the use of storm drainage and retention facilities, and other public facilities, directional signs and other areas intended for common use. The easements shall be defined and placed of record in conjunction with the installation. No Owner shall grant any easement for the benefit of any property not within its Tract; provided, however, that the foregoing shall not prohibit the granting or

dedicating of easements by an Owner on its Tract to governmental or quasi-governmental authorities or to public utilities.

6. Article 5.2 shall be deleted in its entirety and replaced with the following:

5.2 Utility and Service Easements. The Developer shall grant the appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon the Building Areas.

7. The following language shall be added at the end of Article 5.3:

The Developer shall be responsible for the maintenance and repair of all sanitary sewers, storm drains, pipes and conduits, mains and lines and related equipment installed by Developer on the Common Areas. Developer shall be reimbursed for all costs associated with said maintenance and repair as part of the Common Area maintenance fees assessed to each Owner.

8. Article 7.1(a) shall be deleted in its entirety and replaced with the following:

(a) Each Owner covenants and agrees to maintain and keep the exterior portion of the building improvements and the landscaped and Common Areas located on its Tract in good condition and state of repair, in compliance with all governmental laws, rules, regulations, orders and ordinances and consistent with other first-class commercial property in the area. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers in accordance with the site plan so that they are not readily visible from the parking area and to arrange for regular removal of such trash or garbage.

9. Article IX(a) shall be deleted in its entirety and replaced with the following:

(a) As approved by the City and at Developer's discretion, Developer may cause to be constructed one freestanding sign on State Highway 36 and one freestanding sign on 1180 North. At Developer's discretion, the identification panels on each sign shall be assigned based upon the space occupied by a tenant.

10. Article IX(b) shall be deleted in its entirety and replaced with the following:

(b) All exterior building signs on each Tract must be approved in writing by the City and the Developer and shall conform with all local ordinances and other applicable regulations of any governmental authority having jurisdiction over the Property. Unless otherwise approved in writing by Developer, no occupant identification sign attached to the exterior of a building shall be: (i) placed on canopy roofs extending above the building roof, placed on penthouse walls; or placed so as to project above the parapet, canopy, or top of the wall upon which it is mounted; (ii) painted on the surface of any building; (iii) flashing, moving or audible signs; (iv) signs employing exposed ballast boxes or exposed transformers; or (v) paper or cardboard signs, temporary signs (except for banner signs on an Owner's Tract stating the occupant's business name, "Coming Soon" or similar information) (exclusive

of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each occupant's space a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar items of information. No other form of exterior expressions, including window painting, banners, pennants, pictures, notices, flags, writings, lettering, designs or graphics, shall be placed or attached to a building.

All other terms and covenants of the Declaration not in conflict with this Amendment shall remain in full force and effect.

**DEVELOPER:**

NOVASOURCE DEVELOPMENT, L.C.  
a Utah limited liability company

By: NovaSource Management, Inc.  
a Utah corporation, Manager

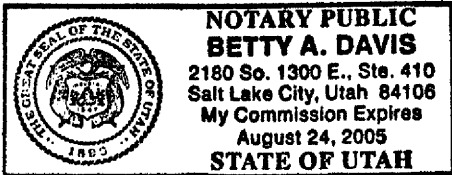
By: Shane D. Smoot  
Shane D. Smoot  
Title: President

**MACK GROUP, LLC**  
a Utah limited liability company

By: David M. Hansen  
David M. Hansen  
Title: Manager

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

This instrument was acknowledged before me on this 9<sup>th</sup> day of January, 2003, by Shane D. Smoot, President of NovaSource Management, Inc., Manager of NovaSource Development, L.C., a Utah limited liability company, on behalf of said limited liability company.

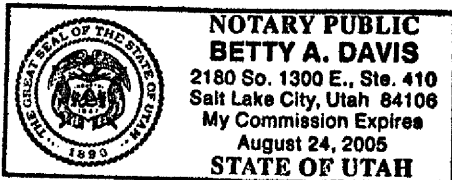


Betty A. Davis  
Notary Public

My Commission Expires:  
8-24-05

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

This instrument was acknowledged before me on this 9<sup>th</sup> day of January, 2003, by David M. Hansen, Manager of Mack Group, LLC, a Utah limited liability company, on behalf of said limited liability company.



Betty A. Davis  
Notary Public

My Commission Expires:  
8-24-05

**EXHIBIT "A"**

Developer Property

**All of Lot 2 of Tooele Landing Minor Subdivision Plat, more particularly described as follows:**

A part of the Southeast Quarter of Section 16; Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 1192.81 feet South 89°43'96" West along the Section Line; 1456.20 feet North 06°16'54" West; and 155.82 feet South 06°50'00" West from the Southeast corner of said Section 16; and running thence South 6°50' 00" West along State Highway 36 a distance of 240.79 feet; thence North 83°10'00" West 225.00 feet; thence North 06°50'00" East 37.50 feet; thence South 83°10'00" East 14.50 feet; thence North 06°50'00" East 203.29 feet; thence South 83°10'00" East 210.50 feet to the point of beginning.

*2-127-3  
2-127-43*

**All of Lot 4 of Tooele Landing Minor Subdivision Plat, more particularly described as follows:**

Beginning at a point on the South Line of Lot 4 of Tooele Gateway Commercial Subdivision, as amended, being 1192.81 feet South 89°43'06" West along the Section Line; 1456.20 feet North 00°16'54" West; and 210.50 feet North 83°10'00" West along said South Line of Lot 4 from the Southeast corner of said Section 16; and running thence South 06°50'00" West 259.20 feet; thence North 83°10'00" West 188.74 feet; thence North 06°50'00" East 259.20 feet to the South Line of Lot 3 of said Tooele Gateway Commercial Subdivision, as amended, thence South 83°10'00" East 188.74 feet along said South Line of Lots 3 and 4 to the point of beginning.

*2-127-14  
2-127-15  
2-127-3*

**EXHIBIT "B"**

Transferred Property

**All of Lot 1 of Tooele Landing Minor Subdivision Plat, more particularly described as follows:**

A part of the Southeast Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeasterly Corner of Lot 4 of the Tooele Gateway Commercial Subdivision, as Amended, being 1192.81 feet South 89°43'06" West along the Section Line, and 1456.20 feet North 0°16'54" West from the Southeast Corner of said Section 16; and running thence North 83°10'00" West 210.50 feet along the Southerly line of said Lot 4, thence South 6°50'00" West 155.82 feet; thence South 83°10'00" East 210.50 feet to the Westerly line of State Highway 36; thence North 6°50'00" East 155.82 feet along said Westerly line to the point of beginning.

*2-127-3*

**All of Lot 3 of Tooele Landing Minor Subdivision Plat, more particularly described as follows:**

A part of the Southeast Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 1192.81 feet South 89°43'06" West along the Section Line, and 1456.20 feet North 0°16'54" West; 359.11 feet South 6°50'00" West; and 399.24 feet North 83°10'00" West from the Southeast Corner of said Section 16; and running thence North 6°50'00" East 99.91 feet; thence South 83°10'00" East 188.74 feet; thence South 6°50'00" West 99.91 feet; thence North 83°10'00" West 188.74 feet to the point of beginning.

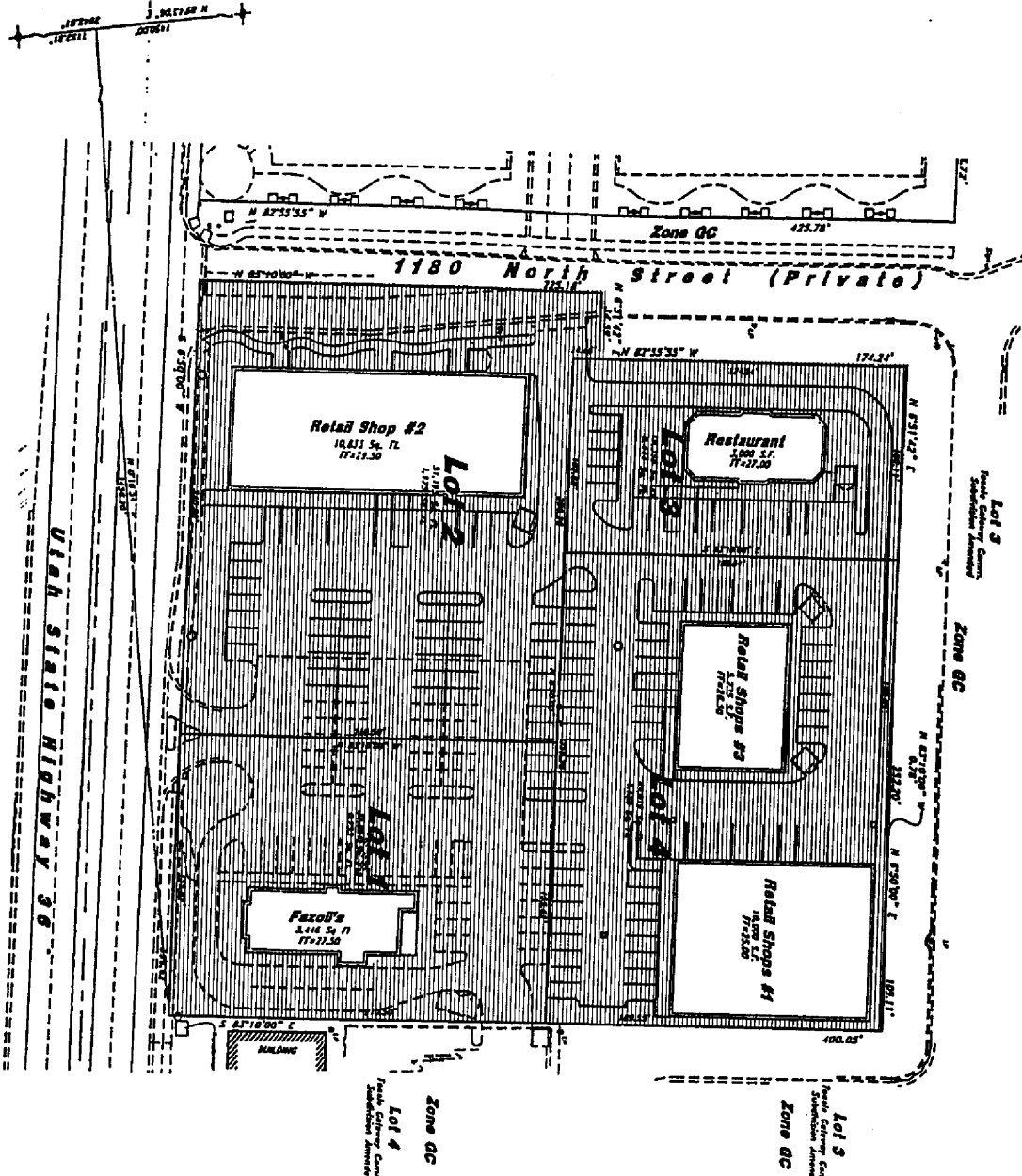
*2-127-14*  
*2-127-3*

**EXHIBIT "C"**

Tooele Landing Minor Subdivision Plat

(to be attached)





COMMON AREAS

Zone GC  
Lot 4  
Private Gateway Center  
Subdivision Amended

Zone GC  
Lot 5  
Private Gateway Center  
Subdivision Amended

Current Zoning = GC  
Proposed Zoning = GC  
1180 North Street, Salt Lake City, Utah 84143  
1180 North Street, Salt Lake City, Utah 84143

**Boundary Legal Description**  
A part of the Subdivision of Section 12, Township 34 North, Range 10 East, Salt Lake County, Utah, known as the 'Private Gateway Center' Subdivision, being more particularly described as follows: ...

