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03/26/2002 03:47 PM 26.00
Book - 8580 Pg - 4421-4429
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
BY: RDJ, DEPUTY - WI 9 P.

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SECOND AMENDMENT TO
THE DECLARATION OF CONDOMINIUM
for
WEST JORDAN GATEWAY OFFICE CONDOMINIUM
A Commercial Condominium Development

THIS AMENDMENT is executed this 13 day of
MARCH, 2002, by Declarant, as follows:

RECITALS

WHEREAS, West Jordan Gateway L.L.C., a Utah limited liability company, Gary Cannon, an individual, and C.K.M. Development Corporation, a Utah corporation (collectively referred to herein by the singular designation "Declarant") filed a Declaration of Covenants, Conditions, and Restrictions of West Jordan Gateway Office Park (the "Declaration" herein) on April 9, 1998, with the Salt Lake County Recorder's Office as Entry No. 6920517 in Book 7939 at Pages 0267 through 0294A with respect to certain real property located in Salt Lake County, Utah, which real property (the "Property" herein) is more particularly described in the Declaration and in Exhibit "A" which is attached hereto and made a part hereof by this reference; and

WHEREAS, on April 30, 1999, Declarant amended the Declaration by filing a Declaration of Condominium for West Jordan Gateway Office Condominium (the "Amended Declaration" herein)

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which amended and superceded the Declaration, which Amended Declaration was recorded with the Salt Lake County Recorder's Office as Entry No. 7338875 in Book 8272 at Pages 8945 through 8973

WHEREAS, Declarant is desirous of further amending the Amended Declaration; and

WHEREAS, pursuant to Section 10.2 of the Amended Declaration, the Amended Declaration may be amended upon the written consent of Owners of not less than 75% of the total number of Condominium Building Units within the Property; and

WHEREAS, attached hereto as Exhibit "B" is a Written Consent Form signed by all of the current Owners of Condominium Building Units, which Form evidences the approval of this Second Amendment by the signers thereof.

NOW, THEREFORE, Declarant hereby declares that the Amended Declaration shall be amended as follows:

1. Section 5.2 of the Amended Declaration shall be amended, in its entirety, to read as follows:

5.2. Association's Authority to Grant Rights to Others. The Association is hereby granted the right, in its sole discretion, to grant permits, licenses and easements over, across, through and under the Common Areas to any governmental or quasi-governmental authority, to any public or private utility company, or

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to any other person or entity for the purpose of installing, maintaining or providing utilities and related facilities or roads.

2. Section 5.5.4 of the Amended Declaration shall be amended in its entirety, to read as follows:

5.5.4. The Association may, upon the unanimous approval of the Owners of all Condominium Building Units, agree to allocate any of the parking located in the Common Area to any Buildings constructed on additional property which is joined with the Development by Supplemental Declaration.

3. Section 7.2 of the Amended Declaration shall be amended to provide that the insurance limits specified therein shall be at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate per year.

4. Section 8.2.2 of the Amended Declaration shall be amended in its entirety, to read as follows:

8.2.2. General Assessments shall be levied proportionally on the basis of the total square footage of each Condominium Building Unit subject to assessment under Section 8.7, and shall be set at a level which is

reasonably expected to produce total income for the Association equal to the total budgeted expenses, including reserves.

5. Declarant declares that any language contained in Amended Declaration which is inconsistent with this Second Amendment shall be construed, changed, or eliminated so as to be consistent with this Second Amendment.

6. Declarant declares that any language contained in Amended Declaration which is consistent with this Second Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed the day and year first above written.

West Jordan Gateway L.L.C., a Utah limited liability company

by Christopher M. Cavallaro

its President

Gary Cannon

Gary Cannon, an individual

C.K.M. Development Corporation, a Utah corporation

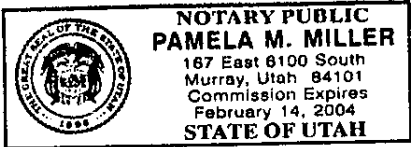
by Christopher M. Cavallaro

its President

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STATE OF UTAH)
COUNTY OF Salt Lake (ss.

On this 13th day of March, 2001,
Christopher L. McCandless personally appeared before me in his
capacity as member of West Jordan Gateway L.L.C., and
acknowledged that he executed the above instrument for the said
entity pursuant to valid authority.

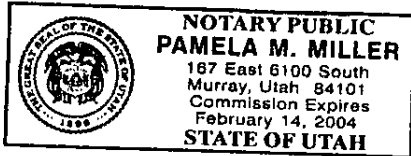


[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
COUNTY OF Salt Lake (ss.

Subscribed, sworn to and acknowledged before me by Gary
Cannon, an individual, this 13th day of March,
20 01.

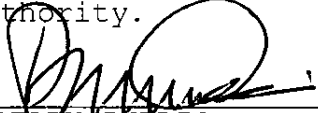


[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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

On this 13th day of March, 2001,
Christopher K. McCandless personally appeared before me in his
capacity as president of C.K.M. Development Corporation,
and acknowledged that he executed the above instrument for the
said entity pursuant to valid authority.



NOTARY PUBLIC
Residing at: _____

My Commission Expires:

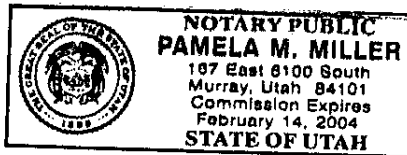


EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT "B"

CONSENT FORM

The Undersigned, being the owners of record of all Building Units in West Jordan Gateway Office Park, hereby consent to the filing of the foregoing Amendment to the Declaration of Covenants, Conditions, and Restrictions of West Jordan Gateway Office Park.

18 Feb 2002
date

Wage J. P. ...

19 Feb 2002
date

...

19 Feb 2002
date

Christopher ...

21 FEB. 2002
date

...

09 MARCH 2002
date

Marie D. ...

date

EXHIBIT A

LEGAL DESCRIPTION

Beginning at a point on the Easterly Right-of-Way line of 1300 West Street, said point being South 00 degrees 01'25" West 388.01 feet and South 89 degrees 58'35" East 40.00 feet from the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meidian; and running thence South 00 degrees 01'25" West along said Easterly Right-of-Way line 252.18 feet; thence North 89 degrees 55'10" East 115.09 feet; thence South 00degrees 10'25" West 23.74 feet; thence North 89 degrees 55'10" East 572.25 feet; thence North 00 degrees 10'25" East 260.08 feet; thence North 89 degrees 55'10" East 0.59 feet; thence North 00 degrees 01'25" East 139.92 feet; thence South 89 degrees 55'10" West 313.82 feet; thence South 00 degrees 05'00" West 18.51 feet; thence West 151.41 feet; thence South 00 degrees 01'25" West 105.79 feet; thence South 89 degrees 55'10" West 223.30 feet to the point of beginning. Contains 5.55 acres or 241,949 square feet.

27-02-301-045

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