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Book - 8598 Pg - 7012-7018
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROBERT A MCCONNELL
185 S STATE STE 1300
SLC UT 84111
BY: ZJM, DEPUTY - WI 7 P.

8235748

**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
GATEWAY BLOCK B CONDOMINIUM PROJECT
AND
AMENDMENT OF RECORD OF SURVEY MAP**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR GATEWAY BLOCK B CONDOMINIUM PROJECT (the Amendment) is entered into this ____ day of May, 2002 by GATEWAY ASSOCIATES, LTD., a Utah limited partnership (together with its successors and assigns, "Declarant"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed and caused to be recorded that certain Declaration of Condominium for Gateway Block B Condominium Project (the Declaration), dated February 23, 2001 and caused the same to be recorded in the office of the Salt Lake County Recorder on February 26, 2001 as Entry No.7828971 in Book 8427 at Page 4752-4829;

B. Whereas Declarant executed and caused to be recorded that certain Record of Survey Map for Gateway Block B, a Utah Condominium Project (the Map), and caused the same to be recorded in the office of the Salt Lake County Recorder on February 26, 2001 as Entry No 7828970 (2001P-39) in Book 8427 at Page751;

C. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act;

D. Whereas the Map supplements the Declaration and whereas Sections 3.04 and 18.03 of the Declaration provide, respectively, that the allocation of Limited Common Elements to Units may be altered upon the written consent of all Owners who are affected by such reallocation and that the Declaration may be amended by the Owners at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units; and

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E. Whereas the Declarant owns all of the Condominium Units and has the right to vote one hundred percent (100%) of the votes allocated to all Units and desires to amend the Declaration and the Map as stated herein.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Paragraph (hh) of Section 1.01 is hereby amended to include the following sentences, which will be added at the end of Paragraph (hh):*

Notwithstanding anything contained in this Declaration or on the Map to the contrary, with respect to the courtyard area designated as Office Limited Common on Level 05 Plan View of the Map, such area shall be deemed Limited Common Element for the benefit, use and enjoyment of Office Unit 1, Office Unit 2 and Retail Unit 4. As between the said Office Units and Retail Unit 4, the allocation of expenses with respect to such common area and control over decisions concerning its maintenance and upkeep shall be allocated as follows: Office Unit 1 (49%); Office Unit 2 (27.7%); and Retail Unit 4 (23.3%).

2. *Paragraph (bbb) of Section 1.01 is hereby deleted in its entirety and replaced with the following:*

(bbb) SCM Unit means a Unit consisting of a separately existing and specifically defined air space within which the Owner of the SCM Unit shall construct, maintain and operate an SCM Structure. SCM Units may be designated as either for retail or office use. Each SCM Unit shall be bounded by: (I) a lower and upper horizontal plane, the respective elevations of which shall be specifically set forth in the Map; and (II) four (4) vertical planes that are respectively formed by projecting vertically, upwards from the lower horizontal plane to the upper horizontal plane, the perimeter boundaries identified on the Map for such SCM Unit. Each SCM Unit shall include all improvements located within the SCM Unit, including, without limitation, the columns, girders, beams, supports, perimeter and supporting walls, utility systems, mechanical systems, sprinkler systems, exhaust, heating and ventilation systems, storage areas, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, chimneys, drainage facilities, patios, balconies, decks, porches, courtyards, stoops, exits and entrances, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for the exclusive use of the SCM Unit. The only SCM Units in the Project are identified as Retail Unit 2 and Office Unit 2 on the Map. Notwithstanding any designation in the Map to the contrary, the east, west, and south exterior walls of Retail Unit 2, as well as the eastern portion of the north exterior wall of Retail Unit 2 from its eastern most point to the point where it intersects with the eastern most boundary of Retail Unit 3 on Level 02 Plan View is not a Common Element, as the said walls exist for the exclusive use of Retail Unit 2 and constitute a part of the SCM Structure constructed within Retail Unit 2.

Notwithstanding any designation in the Map to the contrary, the eastern exterior wall of Office Unit 2 on Level 02, 03 and 04 Plan View, and all exterior walls and roof structures forming the physical boundary of Office Unit 2 and shown on the Map above and

including Level 05 Plan View are not Common Elements, as the said walls exist for the exclusive use of Office Unit 2 and constitute a part of the SCM Structure constructed within Office Unit 2. The following exterior walls of Office Unit 2 as shown on the Map constitute Common Elements: (i) all exterior walls surrounding the elevator lobbies and lift areas on Parking Level 01 and 02 Plan View and Level 01 Plan View; (ii) the southern, northern and western exterior boundary walls on Level 02, 03 and 04 Plan View.

3. *Section 3.01(a) is hereby deleted in its entirety and replaced with the following:*

3.01 The Building.

(a) The Improvements included in the Condominium Project are now or will be located on the Land. The significant Improvements contained in the Condominium Project include: one (1) the Base Structure; two (2) SCM Structures; two (2) SCM Units (i.e. Retail Unit 2 and Office Unit 2); one (1) CP Unit; three (3) Retail Units (excluding Retail Unit 2); one (1) Office Unit (excluding Office Unit 2); and one (1) Parking Unit in six (6) above- and below-grade parking levels, storage areas, asphalt or concrete driveways, and the Common Elements. The location and configuration of the Improvements referred to in the foregoing sentence are depicted on the Map. The Condominium Project also contains other improvements of a less significant nature, which are not depicted on the Map, such as outdoor lighting, area landscaping and concrete sidewalks and walkways. The Map shows the number of stories and the number of Units, which are contained, or are to be contained, in the Building included in the Condominium Project.

4. *Section 3.02(a) is hereby deleted in its entirety and replaced with the following:*

3.02 Units.

(a) Declarant hereby creates: two (2) SCM Units (i.e. Retail Unit 2 and Office Unit 2); one (1) CP Unit; three (3) Retail Units (excluding Retail Unit 2); one (1) Office Unit (excluding Office Unit 2); and one (1) Parking Unit within the Condominium Project. The Map shows the Unit Number of each Unit, its location, dimensions from which its Area may be determined, and the General Common Elements and Limited Common Elements to which it has access. Each Unit shall be capable of being separately owned, encumbered and conveyed. Each Owner of a Unit shall be entitled to the exclusive ownership and possession of such Owner=s Unit, subject to the terms and conditions of this Declaration.

5. *Exhibit C to the Declaration is hereby is deleted in its entirety and replaced with the Exhibit C attached hereto.*

6. *To the extent that the modifications to the Declaration reflected in this Amendment are contrary to the Map, the Map shall be deemed and is hereby amended so as to be consistent with terms of the Declaration, as amended hereby.*

7. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Declaration unless a contrary intent is clearly implicated.

ENTERED INTO AND AGREED TO on the first date set forth above.

DECLARANT

GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its General Partner

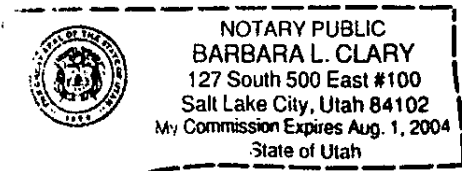
The Boyer Company, L.C., a Utah limited liability company

By: *H. Roger Boyer*
Its: MANAGER

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

On this 8th day of May, 2002, before me personally appeared *H. Roger Boyer*, who acknowledged himself to be the *Manager* of The Boyer Company, L.C., the General Partner of Gateway Associates, Ltd., a Utah limited partnership, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the Company, by himself as such officer.

[NOTARY SEAL]



Barbara L. Clary
Notary Public

AGREEMENT AND CONSENT OF LIENHOLDER:

Wells Fargo Bank National Association, as the holder of a lien affecting the above-referenced Land, hereby agrees and consents to the submission of the Land to the provisions of the Act pursuant to the terms of this Declaration.

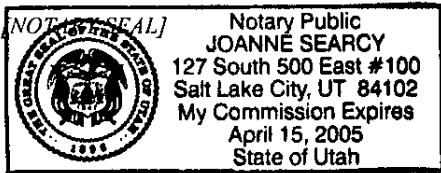
Dated this 9 day of May, 2002.

WELLS FARGO BANK NATIONAL ASSOCIATION

[Signature]
By: Dale Christensen
Its: Vice President

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

On this 9th day of May, 2002, before me personally appeared Dale Christensen who acknowledged himself to be the Vice President of Wells Fargo Bank National Association, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the Company, by himself as such officer.



Notary Public *[Signature]*

EXHIBIT A
to
**First Amendment to Declaration
Of Condominium
for Gateway Block B Condominium Project**
(Legal Description of the Land)

The Land referred to in the foregoing First Amendment to Declaration of Condominium is located in Salt Lake County, Utah, and is more particularly described as follows:

Beginning at a point South 11.70 feet and West 1.35 feet from the Southeast corner of Block 80, Plat AA, @ Salt Lake City Survey; thence West 379.33 feet; thence North 738.81 feet; thence East 173.08 feet; thence South 79.61 feet; thence S38E16'34" E, 153.55 feet; thence East 111.13 feet; thence South 543.66 feet to the point of beginning. Containing 5.618 acres.

Tax Parcel I.D. No. 15-01-126-010

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EXHIBIT C
to
**First Amendment to Declaration
Of Condominium
for Gateway Block B Condominium Project
(Revised Exhibit C)**

EXHIBIT C

(Attached to and forming a part of the Declaration of Condominium
for Gateway Block B Condominium Project)

Interest in Common Elements

<u>Unit</u>	<u>Par Value</u>	<u>Interest in Common Element</u>
Retail Unit 1	22.5	22.5%
Retail Unit 2	12.4	12.4%
Retail Unit 3	22.5	22.5%
Retail Unit 4	10.0	10.0%
Office Unit 1	7.5	7.5%
Office Unit 2	0.1	0.10%
Parking Unit 1	20.0	20.0%
CP Unit 1	5.0	5.0%

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