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**SECOND AMENDMENT
 TO
 DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS,
 CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS**

THIS SECOND AMENDMENT TO DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (this "Amendment") is entered into this 5th day of May, 2005, to be effective as of April 1, 2005, by **GATEWAY ASSOCIATES, LTD.**, a Utah limited partnership ("Declarant").

RECITALS

A. Whereas Declarant executed that certain Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements and caused the same to be recorded in the office of the Salt Lake County Recorder on December 27, 2000 as Entry No. 7787948 in Book 8410 at Page 8311-8352 (as previously amended by that certain First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, recorded in the office of the Salt Lake County Recorder on March 1, 2001 as Entry No. 7833680 in Book 8430 at Page 1766-1769, the "Declaration"); and

B. Whereas Declarant desires to amend the Declaration to revise the legal descriptions attached as Exhibit A to the Declaration in order to release from the Project certain tracts of real property upon which no building improvements are presently located; and

C. Whereas Declarant desires to amend the Declaration to revise the legal descriptions attached as Exhibit A to the Declaration in order to include appropriate references to the relevant recording information with respect to the property that will remain subject to the Declaration; and

D. Whereas Section 9.3 of the Declaration provides that the Declaration may be amended with the consent of the Declarant pursuant to the requirements of Section 9.3, which requirements are satisfied in so far as they pertain to this Amendment; and

E. Whereas Section 9.3(d) provides that Declarant may modify the Declaration so as to withdraw or “[r]elease any tracts of real property from the Project on which no building improvements are then located . . . and thus from the terms and conditions of [the] Declaration.”

NOW, THEREFORE, in consideration of the foregoing, the Declarant hereby declares as follows:

AMENDMENT

1. Exhibit A to the Declaration, which exhibit sets forth the legal description of the Project, is hereby amended and replaced with the legal description set forth on Exhibit A-1 attached hereto and incorporated herein by this reference as such legal description may be amended, modified or supplemented from time to time pursuant to the Declaration and the respective declarations of condominium that portions of the Project are subject. Any real property formerly subject to the Declaration that is not identified on Exhibit A-1 is hereby released from the Project and is no longer subject to the terms, covenants and restrictions of the Declaration. The property released from the Project pursuant to the foregoing sentence includes, but is not necessarily limited to the parcels of real property identified on Schedule 1 attached hereto and incorporated herein by this reference.

2. Sections 1.13, 1.14, 1.15, 1.16, 2.2, 2.3, 5.1(b), 5.1(c), 5.1(e) and 5.7 are deleted in their entirety from the Declaration.

3. Sections 1.5, 1.6, 1.11, 1.25, 1.28, 1.33(b), 1.35, 1.37, 1.40, 1.41, 1.42, 4.1, 4.5, 5.3, 5.8, 6.1, 8.1, 8.2 and 9.3(d)(iii) of the Declaration are hereby amended and restated in their entirety as follows:

1.5 “Common Areas” shall mean all the areas within the exterior boundaries of the Project which are made available for the general use, convenience and benefit of all “Permittees” (as hereinafter defined) of a particular Parcel (or Parcels) and/or the public. Without limitation, Common Areas shall include the following areas within the exterior boundaries of the Parcels: (i) all parking areas, multi-level parking decks and underground parking facilities (it being understood, however, that, pursuant to the terms of this Declaration, certain parking facilities, including those located on a “Residential Parking Parcel” (as hereinafter defined), may not be available for the non-exclusive use of all Permittees of the Project); (ii) all roadways and driveways; (iii) all sidewalks and walkways; (iv) all landscaped and planted areas, including areas immediately adjacent to the Project such as, but not limited to, landscaped medians; and (v) all lobby and waiting areas (including office building lobbies (exclusive of sections exclusively leased to individual tenants)). Common Areas shall specifically include those certain easement areas to which Owners of the Project have rights pursuant to the City Easement Agreements. Notwithstanding anything to the contrary contained in this Declaration or

elsewhere, any rights granted pursuant to this Declaration relating to any property that is the subject of a City Easement Agreement shall be subject to Declarant's rights, obligations and restrictions, as set forth in the relevant City Easement Agreement.

1.6 "Cultural Building Space" shall mean any Parcel within the Project and used for cultural purposes (such as a museum, art or other artistically or historically educational purpose), which shall be designated as "Cultural Building Space" by the Declarant at any time and from time to time pursuant to Section 9.3. A "Cultural Building Space" shall mean any of such Space, individually. Declarant's present designation of Cultural Building Spaces is set forth on Exhibit A-1.

1.11 "Floor Area" shall mean (i) with respect to a "Retail Building Parcel" (as hereinafter defined), the actual number of square feet of space contained on each floor within each separately demised space within a "Retail Building" (as hereinafter defined), including any mezzanine or basement space (provided that such mezzanine or basement space is taken into account in determining the number of parking spaces required with respect to such Building under applicable governmental laws, codes, ordinances and requirements), as measured from the exterior surfaces of exterior walls (and extensions, in the case of openings) or walls that separate independently demised premises from service corridors or other space that is not intended for the exclusive use of other occupants of the subject Retail Building and from the center of interior demising walls which separate independently demised premises from other premises; provided, however, that the following areas shall not be included in such calculations (except to the extent the following areas are taken into account in determining the number of parking spaces required with respect to such Building under applicable governmental laws, codes, ordinances and requirements without benefit of variance or special exception): incidental office space located on other than the main level of any particular premises used by a Permittee for administrative purposes and which is not open or accessible to the general public; mezzanine space used for projector room purposes in a permitted theatre; emergency exit areas (located outside of theatre auditoriums and waiting and concession areas), exit corridors and adjacent stairwells designated for use by a permitted theatre; and space attributable to any multi-deck, platform or structural level used for the storage of merchandise and located vertically above ground floor; (ii) with respect to an "Office Building Parcel" (as hereinafter defined), all "Rentable Area" as defined and determined in accordance with BOMA standards (Building Owners and Managers Association Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996) contained within an "Office Building" (as hereinafter defined); (iii) with respect to a "Residential Building Parcel" (as hereinafter defined), the actual number of square feet of space contained on each floor within each "Residential Building" (as hereinafter defined) located on a Residential Building Parcel, including lobby areas and basement space, as measured from the exterior surfaces of exterior walls (and extensions, in the case of openings) or walls that separate independently demised premises from service corridors or other space that is not intended for the exclusive use of other occupants of the subject Residential Building and from the center of interior demising walls which separate independently demised premises from other premises; and (iv) with respect to all other

Buildings, the actual number of square feet of space contained on each floor within each separately demised space within a Building, including any mezzanine or basement space (provided that such mezzanine or basement space is taken into account in determining the number of parking spaces required with respect to such Building under applicable governmental laws, codes, ordinances and requirements), as measured from the exterior surfaces of exterior walls (and extensions, in the case of openings) or walls that separate independently demised premises from service corridors or other space that is not intended for the exclusive use of other occupants of the subject Building and from the center of interior demising walls which separate independently demised premises from other premises. Notwithstanding anything to the contrary herein, in no event shall Floor Area for any Building located on a Residential Building Parcel or Office Building Parcel include space used for Building utilities or mechanical equipment. Within thirty (30) days of a request, the Owner of a Parcel shall certify to another requesting Parcel Owner the amount of Floor Area applicable to each Building on its "Parcel" (as hereinafter defined). If any Parcel Owner causes an as-built survey to be prepared with respect to any portion of the Project, upon request, such Parcel Owner shall furnish a copy of the survey to the requesting Parcel Owner for informational purposes only.

During any period of rebuilding, repairing, replacement or reconstruction of a Building (or any portion thereof), the Floor Area of that Building shall be deemed to be the same as existed immediately prior to that period. Upon completion of such rebuilding, repairing, replacement or reconstruction, the Owner upon whose Parcel such Building is located shall cause a new determination of Floor Area for such Building to be made in the manner described above, and such determination shall be sent to any Owner requesting the same.

1.25 "Office Building Parcels" shall mean those certain Parcels which shall be designated as "Office Building Parcels" by the Declarant at any time and from time to time pursuant to Section 9.3, upon which Office Buildings are or will be located. An "Office Building Parcel" shall mean any of such Parcels, individually. Declarant's present designation of Office Building Parcels is set forth on Exhibit A-1.

1.28 "Parcel" or "Parcels" shall mean those several parcels which together comprise the Project and which are designated (either in this Declaration or by future modification of this Declaration) as a Cultural Building Space, an Office Building Parcel, a Residential Building Parcel, a Residential Parking Parcel, a Retail Parking Parcel and a Retail Building Parcel, and such further subdivision of any such Parcel as may be approved by Declarant.

1.33 "Prohibited Uses" shall mean any use or operation which is inconsistent with the development or operation of the Project as a first class retail, commercial, entertainment, residential, office and/or community project, as so operated, as reasonably determined by Declarant. Included among the uses or operations which are objectionable are the following uses or operations, or any

uses or operations which produce, are accompanied by or involve the following characteristics, which list is not intended to be all-inclusive:

* * *

b. Any use which produces noise or sound which may be heard outside of any Building and is objectionable due to intermittence, beat, frequency, shrillness or loudness; provided, however, this restriction shall not preclude public performances (including concerts) in the "Plaza" area or other public uses permitted within the Plaza Easement area as set forth in the City Easement Agreement relating to same;

* * *

1.35 "Residential Building Parcels" shall mean those certain Parcels which shall be designated as "Residential Building Parcels" by the Declarant at any time and from time to time pursuant to Section 9.3, upon which Residential Buildings are or will be located. A "Residential Building Parcel" shall mean any of such Parcels, individually. Declarant's present designation of Residential Building Parcels is set forth on Exhibit A-1.

1.37 "Residential Parking Parcels" shall mean those certain Parcels designated as "Residential Parking Parcels" by Declarant at any time and from time to time pursuant to Section 9.3, upon which parking facilities for use in connection with Residential Building Parcels or Office Building Parcels are or will be located. A "Residential Parking Parcel" shall mean any of such Parcels, individually. Declarant's present designation of Residential Parking Parcels is set forth on Exhibit A-1.

1.40 "Retail Building" shall mean any building located on a Retail Building Parcel, used primarily for retail selling, service commercial (as described in Section 2.7 below), restaurant, theatre, and/or other commercial purposes and/or otherwise in accordance with the terms and provisions of this Declaration applicable to the use of Retail Buildings, as more particularly set forth in Section 2.7 below. A "Retail Building" may be a physical portion of a Building that includes residential space, office space, retail space and/or parking facilities; in such event, "Retail Building" refers only to the portion of the larger Building that is located on or within a Retail Building Parcel or a Retail Parking Parcel.

1.41 "Retail Building Parcels" shall mean those certain Parcels which shall be designated as "Retail Building Parcels" by the Declarant at any time and from time to time pursuant to Section 9.3, upon which Retail Buildings are or will be located. A "Retail Building Parcel" shall mean any of such Parcels, individually. Declarant's present designation of Retail Building Parcels is set forth on Exhibit A-1.

1.42 "Retail Parking Parcels" shall mean those certain Parcels designated as "Retail Parking Parcels" by Declarant at any time and from time to time pursuant to Section 9.3, upon which parking facilities for use in connection

with Retail Building Parcels or Office Building Parcels are or will be located. A "Retail Parking Parcel" shall mean any of such Parcels, individually. Declarant's present designation of Retail Parking Parcels is set forth on Exhibit A-1.

4.1 Grant of Easements. The Declarant hereby establishes and grants to, and each other person who becomes an Owner shall, immediately upon becoming such an Owner and without further act, be deemed to have established and granted to all other Owners and all tenants, occupants of the Project, their guests, employees, invitees, permittees, licensees, patrons and customers, irrevocable, non-exclusive easements over, across, upon and beneath the Common Area held or owned by such Owner for the purposes set forth in Section 4.2, including, with respect to the Owners of the Retail Building and Parking Parcels, Office Building Parcels, Residential Building and Parking Parcels, Office Common Area, Residential Common Area, and other Common Areas located, respectively, on each such Parcel (except to the extent otherwise provided in this Declaration). Notwithstanding the foregoing or any other contrary provision in this Declaration, except as may otherwise be agreed by the Owners of the Residential Parking Parcels and the Residential Parking Facilities, respectively, shall be subject to the exclusive use of the patrons, occupants and users of the particular Buildings to which they relate. In addition, in Declarant's sole but good faith discretion, Declarant shall have the right to designate certain portions of the parking facilities located on the Retail Parking Parcels as "reserved" parking spaces for use by certain tenants or occupants of the Retail and/or Office Buildings; provided, however, in no event shall Declarant or Manager be responsible or in any way liable for the unauthorized use of such parking spaces. Nothing in this Section or elsewhere in this Declaration shall be deemed to be or constitute a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever.

4.5 Parking. The Residential Parking Facilities shall be operated in a first class manner, in accordance with the customary standards for parking facilities in residential complexes similar to the Residential Buildings located within the vicinity of the Project. Subject to the reasonable prior approval of Declarant, the Owners of the Residential Parking Parcels may establish reasonable parking programs and charge reasonable, competitive parking rates for the use of the Residential Parking Facilities. As set forth in this Declaration above, and notwithstanding anything to the contrary contained herein, except to the extent otherwise agreed by an Owner of a Residential Parking Parcel, the respective Residential Parking Facilities shall be available only for the exclusive use of patrons, occupants or other users of the Residential Buildings to which they correspond. With respect to the remainder of the parking areas within the Common Area, Declarant shall have the right, in Declarant's sole and absolute discretion, to establish a parking program for the Project ("Parking Program"), which such Parking Program may, as determined by Declarant, provide for, among other things, parking rules and regulations, parking charges, valet and validation programs or systems, Declarant's authority for the reservation or

designation of particular parking spaces and other items as Declarant shall determine in Declarant's sole and absolute but good faith discretion. Declarant shall have the right to change the Parking Program from time to time, in Declarant's sole and absolute but good faith discretion. Subject to the foregoing, Permittees shall not be prohibited or prevented from parking within the facilities located on the Retail Parking Parcels so long as space is available therein and so long as they do not violate the rules and regulations covering the use of such areas, promulgated from time to time by Declarant or Manager. No Permittee shall use or permit the use of the parking area portions of the Common Area for any purpose other than parking, loading/unloading (in the areas designated for same by Declarant or Manager) and passage of pedestrians and motor vehicles unless specifically provided otherwise in this Declaration. Each Owner agrees to use reasonable efforts to enforce the provisions hereof. Each Owner shall require its Permittees to park their vehicles only in the parking areas from time to time designated for that purpose by Declarant or Manager. Without limiting the generality of the foregoing, if Declarant or Manager implements any program related to parking, parking facilities or transportation facilities including, but not limited to, any program for off-site parking, parking validation, employee shuttle transportation during peak traffic periods or other program to limit, control, enhance, regulate or assist parking by customers or Permittees of the Project, each Owner shall participate in the program and pay its proportionate share of the costs of the program (based on the proportionate share of Floor Area owned by such Owner in the Project) under reasonable and nondiscriminatory rules and regulations from time to time established by Declarant or Manager.

5.3 Utilities and Central Plant. Each Owner shall be solely responsible for obtaining and paying for all utilities and services required and used on its Parcel. Notwithstanding the foregoing, any such costs which are attributable to the Common Areas shall be paid by the various Owners in accordance with their obligations set forth in other matters of record affecting the Project, provided, however, all such costs attributable to the Residential Common Areas and Office Common Areas shall be paid by the Owner of the Parcel containing same. Notwithstanding the foregoing or any contrary provision in this Declaration, at Declarant's option, each Owner shall purchase utilities/utility services to the extent available from the Central Plant, if any, servicing the Project, in accordance with a standardized utility program ("Utility Program"), established in good faith by Declarant for the Project, and providing for such utilities/utility services to be made available at competitive rates. Declarant shall have the right to make changes to the Utility Program from time to time, in Declarant's sole and absolute but good faith discretion.

5.8 Takeover of Maintenance. If an Owner of a Residential Building or Parking Parcel, or Office Building Parcel shall fail to operate, manage, equip, light, repair, replace and/or maintain the Residential or Office Common Areas, as the case may be, within its Parcel as required by Section 5.5, or 5.6, as applicable, or otherwise fail to operate such Residential, or Office Common Areas, as the

case may be (including any relevant parking facility located on its Parcel, as applicable) pursuant to the other requirements and standards set forth in this Declaration (including Section 4.5 above), then Manager or Declarant shall have the right (but not the obligation), by giving such Owner at least ninety (90) days' prior written notice, to assume, or cause to be assumed, responsibility for the operation, maintenance, repair and replacement of such Residential or Office Common Areas (or portions thereof), as the case may be; provided, however, in the event such Owner performs such remedial actions or cures the relevant breach (or, if such remedial actions cannot be cured within such ninety (90) day period, such Owner promptly undertakes such remedial actions and diligently pursues such remedial actions to completion), Manager or Declarant (as the case may be) shall not have the right to take over, or cause to be taken over, the operation, maintenance, repair and replacement of the subject Common Areas on account of such breach. The ninety (90) day notice period described in the foregoing sentence shall not be applicable, and no notice shall be required if the Owner of a Parcel shall fail to maintain any part of the storm water drainage facilities or lines located on its Parcel or any of the power, fire emergency protection lines located on its Parcel); in any such event, Declarant or Manager may immediately enter the Parcel and commence any repairs or maintenance. If Manager or Declarant so exercises such option to assume, or causes to be assumed, the responsibilities for the operation, maintenance, repair and replacement of the relevant Residential or Office Common Areas (or portions thereof), Manager, Declarant or a designee appointed by either such party, shall thereafter so operate, maintain, repair, replace and otherwise perform such Owner's obligations with respect to the subject Common Areas (or relevant portions thereof) in the same manner and subject to the same standards as required of such Owner under this Declaration. In such event, such Owner shall be responsible for any and all costs incurred by Manager, Declarant or such designee (as the case may be) with respect to such operation, maintenance, repair, replacement and satisfaction of other obligations of such Owner with respect to such Common Areas, which costs shall be paid by such Owner to Manager, Declarant or such designee (as the case may be) periodically, as billed by such party, within thirty (30) days following such billing. If such Owner shall not pay such bill within such thirty (30) days, then Manager or Declarant (as the case may be) shall have a lien on the property of such Owner for the amount of such bill, which amount shall bear interest at the Default Rate and which lien may be foreclosed as provided in Article 7.

6.1 Liability Insurance. Each Owner shall, during the term of this Declaration, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with good and solvent insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-/X, on all property within the Project owned or leased by such Owner and all Buildings and other improvements (including Common Area improvements) owned or leased by such Owner, a policy or policies of commercial general liability, bodily injury, personal injury and property damage liability insurance with combined single

limits of at least Five Million Dollars (\$5,000,000) (which such limit shall be increased on January 1, 2005, and on every fifth (5th) anniversary of such date (each an "Adjustment Date") throughout the duration of this Declaration, by the percentage increase in the Index (calculated by multiplying the then applicable insurance limit by a fraction, the numerator of which shall be the Index for the month which is three (3) months prior to the subject Adjustment Date and the denominator of which shall be the Index for the month which is sixty-three (63) months prior to such Adjustment Date)), in which all other Owners, the Manager, Declarant, any Mortgagee of Declarant and any property manager of Manager or Declarant shall be named as additional insureds, insuring against any and all liability arising out of the maintenance, use and occupancy of the Building(s) and other improvements (including the Residential Common Areas and Parking Facilities, and Office Common Areas, respectively) located on the property within the Project owned or leased by such Owner. Each Owner shall also maintain all-risk insurance coverage on all Buildings and improvements (excluding Common Area improvements, except as set forth below) located upon that portion of the Project leased or owned by such Owner including loss or damage by fire and such other risks as are from time to time included in the all-risk coverage insurance policies customarily issued in Utah in an amount not less than one hundred percent (100%) of the full replacement cost of such buildings and improvements. In addition, and notwithstanding anything to the contrary contained herein, the Owner(s) of the Residential Common Areas shall maintain such all-risk insurance on such Residential Common Areas (exclusive of the Residential Parking Facilities), and the Owner(s) of the Office Common Areas shall maintain such all-risk insurance on the Office Common Areas. Such all-risk insurance policies shall be maintained with good and solvent insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-/X. Manager and Declarant shall be named as loss payees on all such all-risk insurance policies. Notwithstanding the foregoing, such insurance obligations described in this Section as they relate to the Restored Union Pacific Depot Building (except the portions which are designated by the Owner thereof for retail, commercial and/or office use) shall not be paid by the Owner of such premises, but rather the insurance relating to same shall constitute an expense related to the Common Areas to be allocated among the Owners as prescribed by this Declaration.

8.1 Damage to Buildings and Other ImprovementsIn the event any Building or other improvement, Residential Common Area improvements (exclusive of the Residential Parking Facilities) and Office Common Area improvements, but excluding other Common Area improvements, which improvements shall be governed by the immediately succeeding Section) on a Parcel is damaged or destroyed by any casualty, the Owner upon whose Parcel such Building and/or improvement is/was located shall promptly (i) repair and/or reconstruct such Building or improvement in accordance with the applicable provisions of this Declaration, or (ii) remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained and covered

with material reasonably required by Declarant, until subsequently improved or constructed upon.

8.2 Damage to Common Areas and Parking Facilities. Upon any damage or destruction to the Common Area on a Parcel, Residential Common Area improvements (but including the Residential Parking Facilities) and Office Common Area improvements, which such Common Area improvements shall be governed by Section 8.1 above) during the term of this Declaration, Declarant shall have the right, at Declarant's sole election (which election shall be made in writing and delivered to each Owner within sixty (60) days following the subject casualty), to restore, repair or rebuild such damaged or destroyed Common Area (or any portion thereof). Notwithstanding anything to the contrary contained herein, in the event Declarant does not elect to so restore, repair or rebuild such damaged or destroyed Common Area, then (i) if such damage or destruction results from any cause insured under an all-risk insurance policy maintained by Manager or Declarant or the subject Owner, or (ii) if not so insured, the cost of repair of which (including applicable governmental fees and exactions) does not exceed twenty percent (20%) of the then full replacement cost of all of the Common Area on such Parcel, the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense, shall promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Common Area. Notwithstanding the foregoing or any other contrary provision in this Declaration, in the event an Owner other than Declarant restores, repairs or rebuilds the damaged or destroyed Common Areas, Declarant shall assign to such Owner any insurance proceeds actually received by Declarant on account of such damage, and such proceeds shall be disbursed periodically to such Owner as such restoration, repair and/or rebuilding work progresses, in a manner reasonably determined by Declarant. If the cost of repair under clause (ii) above exceeds twenty percent (20%) of the then full replacement cost of all of the Common Area on the subject Parcel and the Owner of the affected Parcel elects (which such election shall be made, if at all, within thirty (30) days following such damage or destruction) not to restore, repair or rebuild the damaged or destroyed Common Area, and if the damaged or destroyed Common Area includes or affects any entrances to the Project, accessways within the Project, or common utilities or signs, then any other Owner shall have the right, by written notice to the Owner upon whose Parcel such damage or destruction occurred, to elect to effect restoration, repair or rebuilding of all or any part of such damaged or destroyed Common Area, in which event the electing Owner or Owners shall effect such restoration, repair or rebuilding in accordance with the applicable provisions of this Declaration, and the Owner of the Parcel upon which such damage and destruction occurred shall bear the first of the costs incurred to restore, repair and rebuild the affected Common Area to the extent not in excess of twenty percent (20%) of the then full replacement cost of all of the Common Area on the subject Parcel and the electing Owner or Owners shall bear all such costs exceeding twenty percent (20%) of the then full replacement cost of such Common Area. If an affected Owner is not obligated to repair damaged or

destroyed Common Area pursuant to clause (ii) above, and no other Owner elects to effect such repair within thirty (30) days after the date the affected Owner determines not to proceed with such repairs, then the affected Owner shall promptly remove any debris from its Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained and covered with material reasonably required by Declarant, until subsequently improved or constructed upon. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Common Area, the plans or specifications for such work shall be subject to the prior written approval of Declarant as otherwise required pursuant to this Declaration. Each affected Owner shall use all due diligence to complete such restoration and repair of the Common Area as expeditiously as possible so that the same may be available for use as part of the Project with as little delay and as little disruption as circumstances permit.

9.3 Modification.

* * *

d. Without limiting the foregoing and notwithstanding any other provision of this Declaration, Declarant may modify this Declaration at any time or from time to time without the consent or agreement of any person including, without limitation, the Owner of any Residential Building Parcel or Residential Parking Parcel located on the Gateway C-1 Condominium Project or the Gateway C-2 Condominium Project to:

* * *

(iii) Designate or redesignate any Parcel to be a Cultural Building Space, an Office Building Parcel, a Residential Building Parcel, a Residential Parking Parcel, a Retail Building Parcel, or a Retail Parking Parcel.

* * *

4. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. The deletion of an entire Section of the Declaration pursuant to this Amendment shall not result in any renumbering of the remaining Sections of the Declaration. 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.


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

DECLARANT:

GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its general partner

BOYER GATEWAY, L.C., a Utah limited liability company, by its Manager

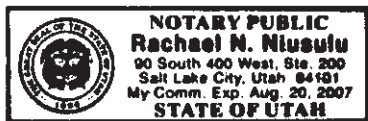
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: Steven B. Ostler
Title: Manager

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 5th day of May, 2005, by Steven B. Ostler, an individual in his capacity as a Manager of The Boyer Company, L.C., which is the manager of Boyer Gateway, L.C., which is the general partner of Gateway Associates, Ltd.



Rachael N. Niusulu
Notary Public

EXHIBIT A-1

Legal Description of the Project
(Consisting of 8 Pages)

OFFICE BUILDING PARCELS:

OFFICE UNIT 1, contained within the Block A Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block A Declaration.

Tax Parcel No. 15-01-177-006-000

OFFICE UNITS 1, contained within the Block B Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration.

Tax Parcel Nos. 15-01-131-005-000

OFFICE BUILDING PARCELS (Cont.):

OFFICE UNITS 2A, 2B, 2C, 2D, 2E and 2F, contained within the Gateway Block B—Office Unit 2 Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on May 16, 2002, as Entry No. 8235749 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the “Block B--Office Unit 2 Map”) and in the Declaration of Condominium for Gateway Block B—Office Unit 2 Condominium Project, recorded in the office of the Salt Lake County Recorder on May 16, 2002, as Entry No. 8235750, in Book No. 8598 at Pages 7020-7086 (as said Block B—Office Unit 2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B—Office Unit 2 Condominium’s Common Elements that is appurtenant to said Sub-Units as more particularly described in the Block B—Office Unit 2 Declaration.

Tax Parcel Nos. 15-01-131-010-000, 15-01-131-011-000, 15-01-131-012-000, 15-01-131-013-000, 15-01-131-014-000, and 15-01-131-015-000

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RESIDENTIAL BUILDING PARCELS:

SCM RESIDENTIAL UNIT, contained within the Block C1 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788087, in Book 2000P at Page 364 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C1 Map") and in the Amended and Restated Declaration of Condominium for Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881708, in Book No. 8450 at Page 4761-4842-A (as said Block C1 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C1 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration.

Tax Parcel No.: 15-01-185-002-0000

SCM RESIDENTIAL UNITS 1 and 2, contained within the Block C2 Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788089, in Book 2000P at Page 365 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C2 Map") and in the Amended and Restated Declaration of Condominium for Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881709, in Book No. 8450 at Page 4843-4926 (as said Block C2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C2 Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block C2 Declaration.

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Tax Parcel Nos.: 15-01-130-002-0000 and 15-01-130-003-0000

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RESIDENTIAL PARKING PARCELS:

PARKING UNIT, contained within the Block C1 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788087, in Book 2000P at Page 364 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C1 Map") and in the Amended and Restated Declaration of Condominium for Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881708, in Book No. 8450 at Page 4761-4842-A (as said Block C1 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C1 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration.

Tax Parcel No.: 15-01-185-003-0000

PARKING UNITS 1, 2, 3, 4, 6 and 7, contained within the Block C2 Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788089, in Book 2000P at Page 365 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C2 Map") and in the Amended and Restated Declaration of Condominium for Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881709, in Book No. 8450 at Page 4843-4926 (as said Block C2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C2 Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block C2 Declaration.

Tax Parcel Nos.: 15-01-130-004-0000, 15-01-130-005-0000, 15-01-130-006-0000, 15-01-130-007-0000, 15-01-130-009-0000, and 15-01-130-010-0000

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RETAIL BUILDING PARCELS:

RETAIL UNITS 1-4, contained within the Block A Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration.

Tax Parcel Nos.: 15-01-177-002-0000, 15-01-177-003-0000, 15-01-177-010-0000 and 15-01-177-011-0000

RETAIL UNITS 1-4, contained within the Block B Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration.

Tax Parcel Nos.: 15-01-131-001-0000, 15-01-131-002-0000, 15-01-131-003-0000 and 15-01-131-004-0000

RETAIL UNIT, contained within the Block C1 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788087, in Book 2000P at Page 364 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C1 Map") and in the Declaration of Condominium for Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881708, in Book No. 8450 at Page 4761-4842-A (as said Block C1 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C1 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration.

Tax Parcel No.: 15-01-185-001-0000

RETAIL BUILDING PARCELS (CONT.):

RETAIL UNIT 1, contained within the Block C2 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788089, in Book 2000P at Page 365 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C2 Map") and in the Declaration of Condominium for Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881709, in Book No. 8450 at Page 4843-4926 (as said Block C2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C2 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C2 Declaration.

Tax Parcel No.: 15-01-130-001-0000

LOT 3, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-016-0000

LOT 4, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-015-0000

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RETAIL PARKING PARCELS:

PARKING UNITS 1 AND 2, contained within the Block A Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration.

Tax Parcel Nos.: 15-01-177-012-0000 and 15-01-177-008-0000

PARKING UNIT 1, contained within the Block B Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block B Declaration.

Tax Parcel No. 15-01-131-007-0000

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OTHER PARKING PARCEL:

PARKING UNIT 5, contained within the Block C2 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788089, in Book 2000P at Page 365 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C2 Map") and in the Declaration of Condominium for Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881709, in Book No. 8450 at Page 4843-4926 (as said Block C2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C2 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C2 Declaration.

Tax Parcel No.: 15-01-130-008-0000

CENTRAL PLANT PARCEL:

CP UNIT 1, contained within the Gateway Block B Condominium Project as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in Salt Lake County, Utah on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Declaration may have heretofore been amended or supplemented) (the "Block B Declaration:"), TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Unit as more particularly described in said Block B Declaration.

Tax Parcel No.: 15-01-131-008-0000

CULTURAL BUILDING SPACE:

RETAIL UNIT 4, contained within the Block A Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration.

Tax Parcel No.: 15-01-177-011-0000

CULTURAL BUILDING SPACE (CONT.):

RETAIL UNITS 4, contained within the Block B Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration.

Tax Parcel Nos.: 15-01-131-004-0000

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SCHEDULE 1

Legal Description of real property released from the Project

LOT 5, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-014-0000

LOT 6, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-013-0000

LOT 7, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-012-0000