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Request of SECURITY TITLE COMPANY
Fee Paid KATIE L. DIXON
Recorder, Salt Lake County, Utah
By Patricia R. Brown Deputy
Patricia Brown

AMENDMENT TO MASTER DECLARATION OF
ESTABLISHMENT OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER

SECURITY TITLE CO.
GHD # I-162635

THIS AMENDMENT to Master Declaration is made this
13th day of July, 1976, by A. K. Utah Properties,
Inc., a Utah corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant has heretofore recorded a Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (hereinafter referred to as the "Master Declaration"), covering that certain property situate in the City of Salt Lake, County of Salt Lake, State of Utah, known as the Salt Lake International Center, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, said Master Declaration having been recorded in the office of the Salt Lake County Recorder on the 30th day of April, 1975, as Entry No. 2703864, Book 3846, Page 372, and,

WHEREAS, it is desirable that said Master Declaration be modified and amended in certain particulars as hereinafter more particularly set forth, and,

WHEREAS, pursuant to the provisions of Article VIII, Section 4 of the Master Declaration, said Master Declaration may be modified and amended upon the affirmative vote of 60% of all votes entitled to be voted, and,

WHEREAS, the following Owners of land in Salt Lake International Center are entitled to vote on such modifications and amendments, to-wit: Jelco, Inc., the owner of 9.48 acres of land therein, having 10 votes; Skaggs Companies, Inc., the owner of 20.5 acres of land therein, having 21 votes; First

Security Computer Center, Inc., the owner of 19.99 acres therein, having 20 votes; Mountain Bell, the owner of .1010 acres therein, having 1 votes; Beehive Medical Electronics, Inc., the owner of 8.981 acres therein, having 9 votes; and Declarant, the owner of approximately 584 net acres therein, and having votes equal to the total votes of all Owners other than Declarant or 584 votes, whichever is less; the total of all votes entitled to be cast being 122, and,

WHEREAS, the consents of such Owners attached hereto demonstrate that more than 60% of all votes entitled to be voted have been voted in favor of the following modifications and amendments,

NOW, THEREFORE, the Master Declaration is hereby modified and amended in the following particulars and the Entire Property as described in Exhibit "A" attached hereto shall be subject to said Master Declaration as hereinafter modified and amended:

1. Article I, Section 12, is hereby deleted in its entirety and the following is hereby inserted in its stead:

ARTICLE I

Section 12. "High Image Streets" shall mean Amelia Earhart Drive, Charles Lindbergh Drive, and those portions of North Temple and 5600 West Street which abut upon the Entire Property, and such other streets as may be specifically designated in Supplemental Declarations as being High Image Streets.

2. The following Article I, Section 15 is hereby inserted:

ARTICLE I

Section 15. "Set Back" shall mean the distance from the property line of the Lot to the Improvement that is subject to the Set Back requirement provided in this Master Declaration or in any Supplemental Declaration.

3. Article III, Section 1 is hereby deleted in its entirety and the following is hereby inserted in its stead:

ARTICLE III

Section 1. Entire Property: No portion of the Entire Property may be occupied by any use which is in violation of applicable

BOOK 2573 PAGE 317

ordinances, laws and regulations of any governmental entity having jurisdiction over the use of all or any of the Entire Property.

4. Article IV, Section 7 is hereby deleted in its entirety and the following is inserted in its stead:

ARTICLE IV

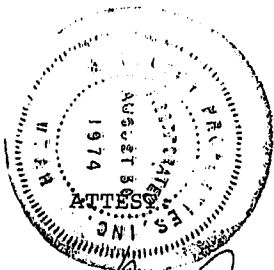
Section 7. Signs: All signs must be approved in writing by the Committee. All signs attached to a building must be parallel to and contiguous with its wall and shall not project above its roof line. No sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall. No billboards or outdoor advertising is permitted.

5. The Master Declaration is hereby ratified and affirmed and shall remain in full force and effect except as hereinabove expressly modified and amended; the hereinabove modifications and amendments shall have full force and effect as of the date of recording hereof to the same full extent and effect as if set forth in full in the Master Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Amendment of Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center to be executed by its duly authorized officers this 13th day of July, 1976.

A. K. UTAH PROPERTIES, INC.,
a Utah corporation


By Emanuel A. Floor
Emanuel A. Floor, President

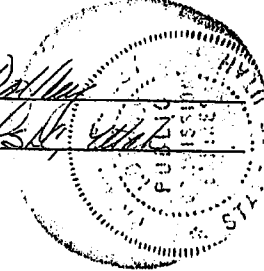


M. A. Sherley
M. A. Sherley, Assistant Secretary

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

On the 13th day of July, 1976, personally appeared before me Emanuel A. Floor and M. A. Sherley, who being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of A. K. Utah Properties, Inc., a Utah corporation, and that the foregoing Amendment of Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Emanuel A. Floor and M. A. Sherley acknowledge to me that said corporation executed the same.


NOTARY PUBLIC
residing at SLC, UTAH



My Commission Expires:

June 14, 1978

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING at the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°58'00" East 5278.120 feet; thence North 89°56'58" East 1009.821 feet; thence South 04°58'32" East 4445.666 feet; thence South 89°58'00" West 1396.470 feet; thence North 00°00'50" East 1788.835 feet; thence South 89°58'08" West 5280.170 feet; thence North 00°02'45" East 2640.300 feet to the point of BEGINNING.

PARCEL NO. 2:

BEGINNING at the Southwest corner of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°00'50" East 548.50 feet; thence North 89°58'00" East 1350.00 feet; thence South 00°00'50" West 547.84 feet; thence South 89°56'24" West 1350.00 feet to the point of BEGINNING.

PARCEL NO. 3:

The South one-half of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in the County of Salt Lake, State of Utah.

EXCEPTING THEREFROM those portions of said land lying within the boundaries of North Temple Street and State Highway, known as U.S. 40.

* * *

CONSENT OF OWNER

The undersigned, First Security Computer Center, Inc., a Utah corporation, the owner of Lot 10 Salt Lake International Center Plat 1A consisting of 19.99 acres, hereby consents and agrees that the foregoing Amendment to the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center may be executed and recorded, and consents and agrees that the property owned by it in Salt Lake International Center Plat 1A may be subject and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Amendment and hereby casts all votes it is entitled to vote pursuant to Article VIII Section 4 of the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center in favor of the foregoing Amendment.

Made and executed this 24th day of May, 1976.

FIRST SECURITY COMPUTER CENTER, INC.

ATTEST:

By

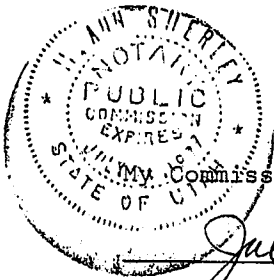
Willard G. Gales
Its Senior Vice President

Heidi E. Ryan

BOOK 4273 PAGE 321

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 24th day of May, 1976 personally appeared before me Willard A. Eccles and Rhidi E. Pryor who being by me duly sworn, did say that they are the Senior Vice Presidents and Witness, respectively, of First Security Computer Center, Inc., a Utah corporation, and that the foregoing Consent of Owner was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and that Willard A. Eccles and Rhidi E. Pryor acknowledged to me that said corporation executed the same.



M. Ann Sherley
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
July 24, 1977

CONSENT OF OWNER

The undersigned, Mountain States Telephone and Telegraph Company, a Colorado corporation, the owner of a portion of Lot 11 Salt Lake International Center Plat 1A consisting of .1010 acres, hereby consents and agrees that the foregoing Amendment to the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center may be executed and recorded, and consents and agrees that the property owned by it in Salt Lake International Center Plat 1A may be subject and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Amendment and hereby casts all votes it is entitled to vote pursuant to Article VIII Section 4 of the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center in favor of the foregoing Amendment.

Made and executed this 28 day of June, 1976.

MOUNTAIN STATES TELEPHONE
AND TELEGRAPH COMPANY

ATTEST:

By Frank P. Stephens

Its UTAH CHIEF ENGINEER

APPROVED AS TO FORM

Kenneth R. Madsen
KENNETH R. MADSEN
Utah General Attorney

BOOK 4273 PAGE 323

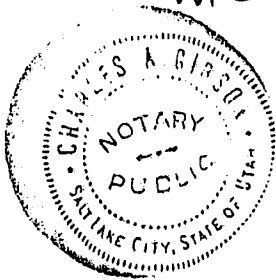
STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 28 day of June, 1976 personally appeared before me FRANK D. STEPHENS and _____ who being by me duly sworn, did say that they are the UTAH CHIEF ENGINEER and _____, respectively, of Mountain States Telephone and Telegraph Company, a Colorado corporation, and that the foregoing Consent of Owner was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and that FRANK D. STEPHENS and _____ acknowledged to me that said corporation executed the same.

Charles A. Gibson
NOTARY PUBLIC
Residing at:

My Commission Expires:

Dec 18, 1979



CONSENT OF OWNER

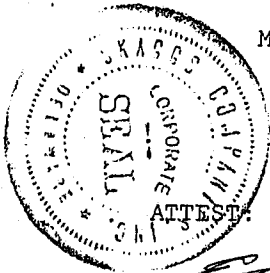
The undersigned, Skaggs Companies, Inc., a Delaware corporation, the owner of Lot 1 Salt Lake International Center Plat 1A consisting of 20.5 acres, hereby consents and agrees that the foregoing Amendment to the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center may be executed and recorded and consents and agrees that the property owned by it in Salt Lake International Center Plat 1A may be subject and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Amendment and hereby casts all votes it is entitled to vote pursuant to Article VIII Section 4 of the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center in favor of the foregoing Amendment.

Made and executed this 24th day of May, 1976.

SKAGGS COMPANIES, INC.

By *[Signature]*

Its Sr. Vice President



[Signature]
Secretary


Approved as to form
Jones, Waldo, Holbrook &
McDonough

By *[Signature]*

BOOK 4273 PAGE 325

STATE OF UTAH)
 ;
COUNTY OF SALT LAKE)

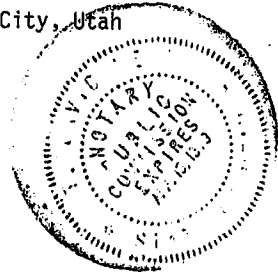
On the 24th day of May, 1976 personally appeared before me Ralph E. Davis and E. A. Sinclair who being by me duly sworn, did say that they are the Sr. Vice President and Secretary, respectively, of Skaggs Companies, Inc., a Delaware corporation, and that the foregoing Consent of Owner was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and that Ralph E. Davis and E. A. Sinclair acknowledged to me that said corporation executed the same.



NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

April 15, 1979



CONSENT OF OWNER

The undersigned, Beehive Medical Electronics, Inc., a Utah corporation, the owner of Lot 1 Salt Lake International Center Plat 2 consisting of 8.981 acres, hereby consents and agrees that the foregoing Amendment to the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center may be executed and recorded, and consents and agrees that the property owned by it in Salt Lake International Center Plat 2 may be subject and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Amendment and hereby casts all votes it is entitled to vote pursuant to Article VIII Section 4 of the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center in favor of the foregoing Amendment.

Made and executed this 15th day of July, 1976.

BEEHIVE MEDICAL ELECTRONICS, INC.

By Warren B. Stafford

Its President

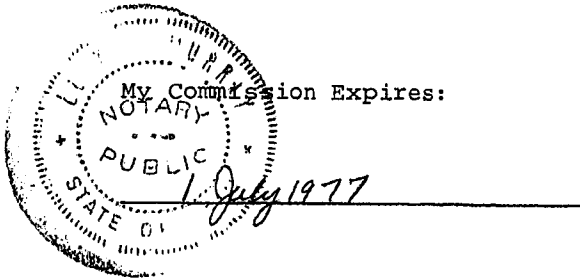


BOOK 4273 PAGE 327

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 1st day of July, 1976 personally appeared before me Warren B. Clifford and Earl S. Maeser, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Beehive Medical Electronic, Inc., a Utah corporation, and that the foregoing Consent of Owner was signed on behalf of said corporation by authority of resolution of its Board of Directors, and that Warren B. Clifford and Earl S. Maeser acknowledged to me that said corporation executed the same.

Lloyd Murray
NOTARY PUBLIC
Residing at:



CONSENT OF OWNER

The undersigned, Jelco Incorporated, a Utah corporation, the owner of a parcel of property situate within the Salt Lake International Center consisting of 9.48 acres and more particularly described, to-wit:

A parcel of land located in Section 36 of Township 1 North, Range 2 West, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at the southeast corner of said parcel, said corner being located 2163.56 feet east and 2689.04 feet south of the Northwest corner of said section 36, T1N, R2W, Salt Lake B&M. Then from said point of beginning north 00°02'00" west a distance of 625.00 feet, more or less; thence south 89°58'00" west a distance of 661.00 feet, more or less; thence south 00°02'00" east a distance of 584.85 feet more or less to a point of curvature of a 192.00 foot radius circular curve to the left, the center of said circular curve being located north 76°51'44" east 192.00 feet from said point of curvature; thence along said circular curve a distance of 24.328 feet, more or less, through a central angle of 7°15'35" to a point of tangency with a 32.00 foot radius circular curve to the left, the center of said circular curve being located north 69°36'09" east 32.00 feet from said point of tangency; thence along said curve a distance of 22.726 feet, more or less, through a central angle of 40°41'27" thence north 89°58'00" east a distance of 639.49 feet, more or less, to the point of beginning, containing an area of 9.477 acres, more or less,

hereby consents and agrees that the foregoing Amendment to the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center may be executed and recorded, and consents and agrees that the property owned by it within Salt Lake International Center may be subject and subordinate to the easements, covenants, condi-

tions, restrictions, charges and liens described in the foregoing Amendment and hereby casts all votes it is entitled to vote pursuant to Article VIII Section 4 of the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center in favor of the foregoing Amendment.

Made and executed this 12th day of July, 1976.

JELCO INCORPORATED

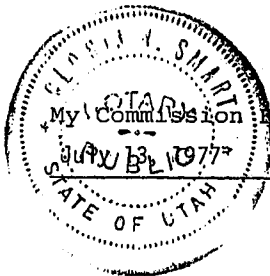
ATTEST:

Dale E. Anderson

By [Signature]
Its Sr. Vice Pres

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

On the 12th day of July, 1976 personally appeared before me Gary C. Jenkins and Dale E. Anderson, who being by me duly sworn, did say that they are the Sr. Vice President and Secretary, respectively of Jelco Incorporated, a Utah corporation, and that the foregoing Consent of Owner was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and that Gary C. Jenkins and Dale E. Anderson acknowledged to me that said corporation executed the same.



My Commission Expires: _____

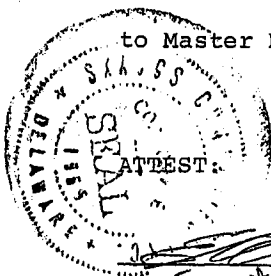
Gloria N. Smart
NOTARY PUBLIC

Residing at: Salt Lake City, Utah

CONSENT OF SKAGGS COMPANIES, INC.

The undersigned, SKAGGS COMPANIES, INC., a Delaware corporation, the beneficiary under that certain Deed of Trust dated the 24th day of June, 1975 and recorded the 25th day of June, 1975 as Entry No. 2719945, official records of the Salt Lake County, Utah, Recorder, the lien of which Deed of Trust covers a portion of the property described in the aforementioned Amendment to Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, hereby consents and agrees that the foregoing Amendment to Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center may be executed and recorded and consent and agree that that portion of the property described in the above-mentioned Deed of Trust may be subject and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Amendment to Master Declaration.

Made and executed this 26th day of June, 1976.



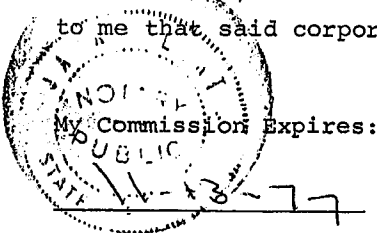
SKAGGS COMPANIES, INC.

[Signature]
Secretary

By [Signature]
Senior Vice President
Notarized at to form
Jones, Waldo, Holbrook &
McDonough
By [Signature]
6-26-76

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

On the 26th day of June, 1976, personally appeared before me Ralph E. Davis and E. A. Simcik, who being by me duly sworn, did say that they are the Senior V.P. and Secretary, respectively, of Skaggs Companies, Inc., a Delaware corporation, and that the foregoing Consent of Skaggs Companies, Inc., was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said Ralph E. Davis and E. A. Simcik acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC
Residing at: SLC, Utah

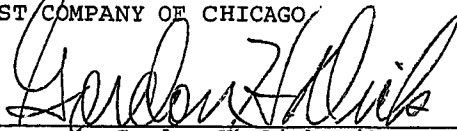
CONSENT OF MORTGAGEES

The undersigned, CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, Mortgagee, under that certain Mortgage, dated the 16th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718362, official records of the Salt Lake County, Utah, Recorder, and CREDIT COMMERCIAL de FRANCE, a French bank, Mortgagee under that certain Second Mortgage, dated the 19th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718363, official record of the Salt Lake County, Utah, Recorder, the liens of which mortgages cover the property described in the aforescribed Amendment to Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, hereby consent and agree that the foregoing Amendment to Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center may be executed and recorded and consent and agree that that property described in the above-mentioned Mortgages may be subject and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Amendment to Master Declaration.

Made and executed this 16th day of July, 1976.

CONTINENTAL ILLINOIS NATIONAL BANK &
TRUST COMPANY OF CHICAGO

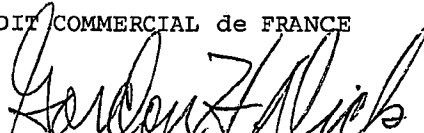
By



Gordon H. Dick, its
Attorney in Fact

CREDIT COMMERCIAL de FRANCE

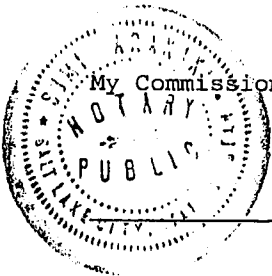
By



Gordon H. Dick, its
Attorney in Fact

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

On this 16th day of July, 1976, personally appeared before me Gordon H. Dick, who, being by me duly sworn, did say that he is the Attorney in Fact of Continental Illinois National Bank & Trust Company of Chicago, a national banking association, and the Attorney in Fact of Credit Commercial de France, a French bank, and that the foregoing Consent of Mortgagees was signed in behalf of said association and bank by authority of a Power of Attorney, and said Gordon H. Dick acknowledged to me that he as such Attorney in Fact of said association and said bank executed the same.



Dumi Alalati
NOTARY PUBLIC
Residing at: Salt Lake City, Utah