

SEP - 1 1977 *854*
Request of SECURITY TITLE COMPANY
Fee Paid KATHI L. DIXON
Recorder, Salt Lake County, Utah
By *Patricia K. Brown* Deputy
Not *Patricia Brown*

2990974

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF SALT LAKE INTERNATIONAL CENTER, UNIT 3

This Declaration, made this *12th* day of *July*, 1977, 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 is the owner of certain property in the
City of Salt Lake, County of Salt Lake, State of Utah, known as
the Salt Lake International Center, Plat 3, which is more particularly
described in Exhibit "A" attached hereto, and by this reference
incorporated herein, hereinafter referred to as "Unit 3", and

WHEREAS, Unit 3 lies within and is a part of Salt Lake Inter-
national Center, for which Declarant has made and recorded a
Master Declaration of Establishment of Easements, Covenants,
Conditions and Restrictions of Salt Lake International Center,
hereinafter referred to as "Master Declaration", which Master
Declaration is dated April 29, 1975, and was recorded April 30,
1975, as Entry No. 2703864 of Official Records in the office of
the Salt Lake County Recorder and said Master Declaration having
been amended on the 13th day of July, 1976, said Amendment to Master
Declaration having been recorded on the 21st day of July, 1976, as
Entry No. 2836791 in the office of the Salt Lake County, Utah,
Recorder; and

WHEREAS, said Master Declaration provides that a Supplemental
Declaration will be made and recorded relating to each "Unit" as
defined therein, to provide for preservation of the values and
amenities in each such Unit, and for the maintenance of the Common
Areas and Common Facilities. To this end and for the benefit of

SECURITY TITLE COMPANY
1786
Charles

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Unit 3 and the Owners thereof, Declarant desires to subject Unit 3 to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that Unit 3 described above shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, Unit 3, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 3 or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

ARTICLE I

Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration and the amendments thereto into this Supplemental Declaration to the same full extent and effect as if said Master Declaration and the amendments thereto were set forth in full herein; provided, however, that whenever reference is made to the Entire Property in said Master Declaration, such term shall be deemed to mean Unit 3 for the purposes of this Supplemental Declaration.

ARTICLE II

Article V and Article VI of the Master Declaration relating to the Rights to Common Areas and Common Facilities and to Maintenance of Common Areas and Common Facilities shall not be construed to impose or grant any additional rights, duties, obligations or assessments on Unit 3. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles


shall apply to the Entire Property, including Unit 3, and shall be implemented as to the Entire Property as a whole, as provided in said Master Declaration, except as to more restrictive provisions in Supplemental Declarations other than that applicable to Unit 3 and applicable solely to the property subject thereto.

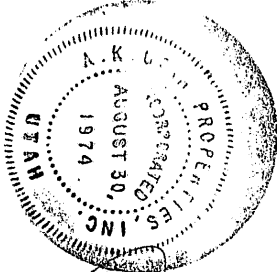
ARTICLE III

This Supplemental Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years, unless terminated at the end of any such period by vote of the Owners of the land area of Unit 3, as provided in Article VIII, Section 4 of the Master Declaration, provided, however, that in no event shall this Supplemental Declaration survive the termination of the Master Declaration. This Supplemental Declaration may be amended by an instrument signed by the Owners of the land area in Unit 3, in the manner provided in Article VIII, Section 4, of the Master Declaration, provided that no such amendment shall render this Supplemental Declaration less restrictive than the Master Declaration. Any amendment or termination hereof must be recorded.

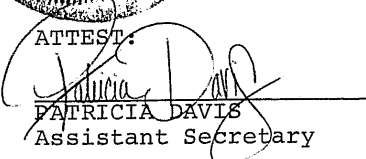
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Supplemental Declaration to be executed the day and year first above written.

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

By 
EMANUEL A. FLOOR,
President

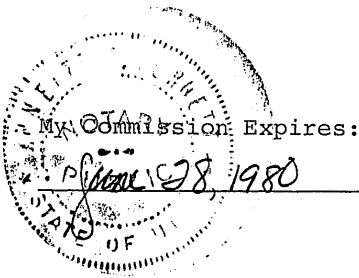


ATTEST:


PATRICIA DAVIS
Assistant Secretary

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

On the 12th day of July, 1977, personally appeared before me Emanuel A. Floor and Patricia Davis, 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 Supplemental Declaration was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors, and the said Emanuel A. Floor and Patricia Davis acknowledged to me that said corporation executed the same.



Annelle K. Barrett
NOTARY PUBLIC
Residing at: Salt Lake County

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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 Records of Salt Lake County, Utah, Recorder, the liens of which Mortgages cover the property described in the aforescribed Unit 3 and other property, hereby consent and agree that the foregoing Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 3, may be executed and recorded and consent and agree that that portion of the property described in the above-mentioned Mortgages may be subject to and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Supplemental Declaration.

Made and executed this 1st day of Sept., 1977.

CONTINENTAL ILLINOIS NATIONAL
BANK & TRUST COMPANY OF CHICAGO

By

Gordon H. Dick
GORDON H. DICK, its
Attorney in Fact

CREDIT COMMERCIAL de FRANCE

By

Gordon H. Dick
GORDON H. DICK, its
Attorney in Fact

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

On the 1st day of September, 1977 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 bank executed the same.



My Commission Expires:

May 6, 1978

Sumi Arakaki
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 Salt Lake County, Utah, Recorder, the lien of which Deed of Trust covers the property described in the aforescribed Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 3, hereby consents and agrees that the foregoing Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 3 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 Supplemental Declaration.

MADE AND EXECUTED this 12th day of July,
1977.

SKAGGS COMPANIES, INC.

BY [Signature]
ITS Senior Vice President



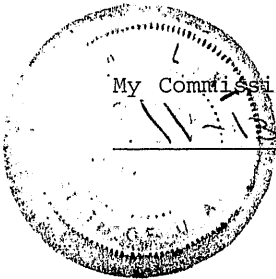
[Signature]
CORPORATE SECRETARY

Approved as to form
Jones, Waldo, Holbrook &
McDonough
By [Signature]

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

On the 12th day of July, 1977, personally appeared before me Ralph E. Davis and Scott Bergeson, who being by me duly sworn, did say that they are the Senior Vice President and Corporate 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 Scott Bergeson acknowledged to me that said corporation executed the same.



My Commission Expires:

11-18-77

Joseph Hunt
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

EXHIBIT "A"

The following real property being located in the City of Salt Lake, County of Salt Lake, State of Utah and being more particularly described as follows, to wit:

BEGINNING AT THE N.W. CORNER OF SALT LAKE INTERNATIONAL CENTER PLAT 1B, AN INDUSTRIAL SUBDIVISION OF PART OF SECTION 36, T1N, R2W, S.L.B.&M, SALT LAKE COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF AND RUNNING THENCE S 0°02'E 1216.00 FEET, THENCE S 89°58'W 170.00 FEET, THENCE N 0°02'W 426.00 FEET, THENCE S 89°58'W 428.00 FEET TO A POINT OF TANGENCY OF A 30 FOOT RADIUS CURVE TO THE RIGHT, THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.12 FEET (CENTRAL ANGLE = 90°00'), THENCE N 0°02'W 630.00 FEET TO A POINT OF TANGENCY OF A 30 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.12 FEET (CENTRAL ANGLE = 90°00'), THENCE S 89°58'W 126.00 FEET, THENCE N 0°02'W 100.00 FEET, THENCE N 89°58'E 724.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13.265 ACRES.

The foregoing property description is attached as Exhibit "A" to the Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 3, executed by A. K. Utah Properties, Inc. and dated the 12th day of July, 1977.