

A.K. Utah Properties Inc.  
Suite 200 Lindbergh Plaza I  
221 Charles Lindbergh Drive  
Salt Lake City, Utah 84116

DEC 1 1978 2/2

Recorded \_\_\_\_\_ at \_\_\_\_\_  
Request of SECURITY TITLE COMPANY  
Fee Paid KATHIE L. DIXON  
Recorder, Salt Lake County, Utah  
26-00 By Patricia R. B... Deputy  
Patricia R. B...

3205332

MASTER DECLARATION  
OF ESTABLISHMENT OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SALT LAKE INTERNATIONAL CENTER (WEST)

19/280  
SECURITY TITLE COMPANY

THIS MASTER DECLARATION is made this 16<sup>th</sup> day of October, 1978,  
by A.K. Utah Properties, Inc., a Utah corporation, hereinafter  
referred to as "Declarant." While independent of that certain Master  
Declaration of Establishment of Easements, Covenants, Conditions and  
Restrictions of Salt Lake International Center, as amended, made by  
Declarant on April 20, 1975, this Master Declaration is a companion  
thereto, it being the intention of Declarant that the property covered  
by the former document and the property covered by this Master Declara-  
tion be developed as part of an integrated plan under similar conditions  
and restrictions.

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, adjacent to and  
which hereby will become a second phase development of what is known  
as the Salt Lake International Center, which is more particularly  
described in Exhibit "A" attached hereto and by this reference incor-  
porated herein, hereinafter referred to as the "Entire Property," and

WHEREAS, Declarant desires to create on the Entire Property an  
industrial/business park development with permanent Common Areas and  
Common Facilities (as herein defined) and desires to provide for  
preservation of the values and amenities in said development and for

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the maintenance of the Common Areas and Common Facilities. To this end, and for the benefit of the Entire Property and the Owners thereof, Declarant desires to subject the Entire Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth, and

WHEREAS, Declarant desires to develop the Entire Property in individual units (hereinafter referred to as "Units"), each of which shall be subject to this Master Declaration and to a separate Supplemental Declaration of Establishment of Easements, Covenants, Conditions, and Restrictions relating to the specific plan for each such unit, hereinafter referred to as "Supplemental Declarations," which Supplemental Declarations will not be less restrictive than the Master Declaration.

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

ARTICLE I

DEFINITIONS

Section 1. "Common Areas Manager" shall mean, in the following order of precedence:

A. Declarant, so long as it is an owner of any portion of the Entire Property or until it shall have assigned all of its rights and obligations hereunder to either or both of the entities described in paragraphs B and C of this section; or

B. Any association organized in the future by the Owners of two-thirds of the land area in the Entire Property for the purpose

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of fulfilling the obligations of the Common Areas Manager under this Declaration (hereinafter referred to as the "Association"), and to which Declarant has assigned its rights and obligations as provided in Subparagraph A of this Section; or

C. Any public agency or authority organized under the laws of the State of Utah, including but not limited to a County Service Area (hereinafter referred to as a "Public Entity") which accepts the responsibility of maintenance and operation of all or any part of the Common Areas and Common Facilities, and to which Declarant has assigned its rights and obligations as provided in Subparagraph A of this Section, provided, however, that such responsibility shall be assigned to a Public Entity only with the concurrence of the Owners of two-thirds of the land area in the Entire Property; or

D. Any combination of such Association and Public Entity.

Section 2. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Entire Property (or in the event of a sale/leaseback transaction involving any Lot, the lessee or lessees thereunder), but excluding those having such interest solely as security for the performance of an obligation in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 3. "Common Areas" shall mean the following: Any parcel of land designated as a Common Area on a recorded subdivision map and/or Supplemental Declaration relating to a portion of the Entire Property.

Section 4. "Common Facilities" shall mean all of the following which shall be located within drainage easements and public rights-of-way at such time as such easements are created and such facilities are constructed:

- A. All drainage easements and their drainage systems.
- B. Landscaping.
- C. The irrigation system and associated pumps and hardware.

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D. Street signs.

E. Street lights.

F. Street furniture.

G. Any other facility specifically designated in any Supplemental Declaration relating to a portion of the Entire Property as being Common Facilities.

Section 5. "Lot" shall mean any parcel of land shown upon any recorded subdivision map of the Entire Property, except dedicated public rights-of-way and Common Areas and Common Facilities.

Section 6. "Committee" shall mean the Architectural and Development Control Committee as defined in Article II hereof.

Section 7. "Declarant" shall mean A. K. Utah Properties, Inc. or its successors and assigns, if such successors and assigns are the Owner or Owners of any portion of the Entire Property and/or are designated by A. K. Utah Properties, Inc. to perform the obligations of Declarant hereunder.

Section 8. "Building" shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including but not limited to garages, outside platforms and docks, storage tanks, canopies, enclosed malls and porches.

Section 9. "Improvements" shall mean and include, but not be limited to, buildings, out buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swales all of which are located on a Lot.

Section 10. "Landscaping" shall mean a space of ground covered with lawn, ground cover, shrubbery, trees and the like which may be complemented with earth berms, masonry or similar materials, all harmoniously combined with themselves and with other improvements.

Section 11. "Occupant" shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association,

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which has purchased, leased, rented or otherwise legally acquired the right to occupy and use any building or lot, whether or not such right is exercised.

Section 12. "High Image Streets" shall mean Amelia Earhart Drive, Harold Gatty Drive, and those portions of 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.

Section 13. "Center" shall mean the Entire Property as from time to time developed and known as the "Salt Lake International Center."

Section 14. "Land Areas" shall mean the entire parcel referred to except dedicated rights-of-way and Common Areas and Common Facilities.

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.

#### ARTICLE II

##### ARCHITECTURAL AND DEVELOPMENT CONTROLS

Section 1. Architectural and Development Control Committee:  
The Common Areas Manager shall appoint a three (3) member Architectural and Development Control Committee, herein referred to as the "Committee," the function of which shall be to insure that all improvements on the Entire Property harmonize with existing surroundings and structures and meet the restrictions and requirements described in this Declaration or as contained in any Development Guidelines established by the Committee.

Section 2. Submission to Committee: No improvement of a lot shall be constructed or be maintained, and no alteration, repainting, or refurbishing of the exterior of any improvement situated on a Lot shall be performed, unless complete plans and specifications therefor

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have first been submitted to and approved by the Committee, which approval shall not be unreasonably refused.

Section 3. Approval Procedure: Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within sixty (60) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted; provided, however, that with respect to any such material which contemplates a variation or waiver of any of the requirements and regulations in this Declaration stated, such variation or waiver shall be deemed to have been refused.

Section 4. Standards: In deciding whether to approve or disapprove plans and specifications submitted to it the Committee shall use its best judgment to insure that all improvements, construction, Landscaping, and alterations on Lots within the Entire Property conform to and harmonize with the requirements and restrictions of this Declaration.

Section 5. Development Guidelines:

A. The Committee shall adopt such Development Guidelines as it deems necessary to inform owners of the standards which will be applied in approving or disapproving proposed construction.

B. Such Development Guidelines may amplify but may not be less restrictive than the regulations and restrictions stated in this Declaration and shall be binding upon all Owners of Lots within the Entire Property provided, however, that such Owners may modify such guidelines as set forth in Article VIII Section 4 of this Declaration.

C. Such Development Guidelines shall specifically state the rules and regulations of the Committee with respect to the submission of plans and specifications for approval, the time or times within which such plans or specifications must be submitted, and may state such other rules, regulations, policies, and recommendations

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which the Committee will consider in approving or disapproving proposed construction of or alterations to buildings.

Section 6. Basis for Approval: Review and approval by the Committee must be based upon the standards set forth in this Declaration and in the Development Guidelines. The Committee shall consider not only the quality of the specific proposal but also its effect and impact on neighboring Lots and on the Entire Property.

Section 7. No Liability for Damages: The Committee shall not be liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article.

Section 8. Declarant's Obligation: Declarant hereby covenants in favor of each Owner that all improvements erected by it and all improvements of the Common Areas and Common Facilities made by it shall be architecturally compatible with respect to one another, with this Declaration, and with the Development Guidelines.

#### ARTICLE III

##### PROHIBITED USES

Section 1. Entire Property: No portion of the Entire Property may be occupied by any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of all or any of the Entire Property.

#### ARTICLE IV

##### IMPROVEMENTS

Improvements on Lots shall be constructed strictly in accordance with the following restrictions and requirements:

Section 1. Construction of Improvements:

A. Temporary Structures: No temporary building or other temporary structure shall be permitted on any Lot; provided, however, that trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent

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building. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other Lots, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building in connection with which the temporary structure was used.

B. Completion of Construction: Once begun, any improvements, construction, Landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary for construction of such improvement, Landscaping or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and Common Facilities and the Lots owned by Declarant in the vicinity of the activity, provided that, on completion of construction such Common Areas and Common Facilities and Lots shall be restored at such person's or persons' cost to a condition equal to their condition immediately prior to such use.

Section 2. Location of Buildings:

A. Buildings on all Lots abutting High Image Streets shall be set back a minimum of 100 feet from such High Image Street except for the following:

1. Gasoline service station buildings shall be set back a minimum of 50 feet from such High Image Street.
  2. Buildings, or portions of buildings, 12 feet or less in height may extend within 50 feet of such High Image Street for a width not exceeding 25% of the width of the Lot fronting on such High Image Street.
  3. Buildings, or portions of buildings, 35 feet or less in height, may extend to within 75 feet of such High Image Street for a width not exceeding 25% of the width of the Lot fronting on such High Image Street.
- B. Buildings located on Lots abutting other streets shall

be set back a minimum of 50 feet from such other streets except as follows:

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1. Gasoline service station buildings shall be set back a minimum of 30 feet from such other streets.
2. Buildings, or portions of buildings, 12 feet or less in height, may extend to within 30 feet of such other streets for a width not exceeding 25% of the width of the Lot abutting upon such other street.

C. All buildings shall be set back a minimum of 15 feet from the adjoining property lines. This set back requirement may be waived by the Committee with the written concurrence of the Owners of all adjoining and adjacent lots.

D. Buildings having frontage on the lake shall be set back a minimum of 30 feet from the lake front property line except as follows:

1. A bulkhead or hard edge frontage may be created on the lake front property lines from which the minimum building setback shall be 10 feet.
2. Restaurants and similar uses with lakeview seating may extend to or over the water in any area specifically designated for such purpose in a recorded subdivision map of a portion of the Entire Property and/or a Supplemental Declaration. Continuity of the lake edge walkway must be maintained but may be separated from the water's edge the minimum practical distance to permit pedestrian traffic to bypass such building.

E. Discretionary setback variation: The foregoing minimum setbacks have been established to create and preserve an attractive setting for buildings located along the street. However, uniformity of setback is not desired and accordingly, the Committee is authorized in its sole judgment and discretion to authorize variations from the minimums on an ad hoc basis when a proposed building or building complex is judged to enhance the street setting rather than detract therefrom. Such variation must be expressly approved in writing by the Committee.

Section 3. Parking Areas: Parking areas shall be constructed and maintained by the Owner as follows:

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A. Parking Setbacks:

1. All parking areas shall be set back a minimum of 70 feet from High Image Streets except that parking incidental to activities of gasoline service stations may extend to within 30 feet of a High Image Street.
2. All parking areas shall be set back a minimum of 30 feet from other streets.
3. All parking areas shall be set back a minimum of 5 feet from adjoining property lines except that if shared parking areas extend across property lines, no side or rear parking set back is required in such shared parking areas, provided that Landscaping be provided in the vicinity of such property lines to break the monotony of the parking areas.
4. Parking shall be set back a minimum of 15 feet from the public street side of any building.

B. Parking Requirements:

1. Parking on streets is prohibited.
2. There shall be sufficient land allocated by the Owner to meet the following minimum parking requirements for the following uses:
  - (a) Commercial and office use: One space per 300 square feet of gross floor area.
  - (b) Warehouse use: One space per 1,000 square feet of gross floor area.
  - (c) Industrial use: One space per 600 square feet of gross floor area.
  - (d) The foregoing minimum parking requirements may be modified by the Committee in its sole judgment and discretion, which modification must be in writing.

C. All parking surfaces must be paved with concrete, asphalt or other hard surface paving material, must be marked, and must be properly graded to assure adequate drainage.

D. All parking surfaces must be screened from streets and the lake by earth mounding and/or Landscaping.

Section 4. Loading Service and Outside Storage:

A. Each Lot development shall provide sufficient on-lot loading facilities to accommodate site activity. All loading movements,

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including turn around and maneuvering, shall be made off the public rights-of-way.

B. Loading docks shall be located and screened so as to minimize visibility from any street or the lake. No loading dock facing a public street shall be located within 120 feet of that street.

C. Open storage shall be screened from the view of any street and the lake; provided, however, that screen fences or walls over 3 feet high shall not be located within any building setback area.

D. Rubbish and garbage facilities shall not be visible from a High Image Street and must be screened to minimize visibility from any other street.

E. Screening of Loading, service and outside storage areas may consist of a combination of earth mounding. Landscaping, walls and/or fences approved by the Committee.

Section 5. Site Grading:

A. Earth mounding: On High Image Streets earth mounding is required as a screen along the street in front of parking and service areas; mounding is not required where Landscaping extends from street to building.

B. Surface Drainage: A storm drainage system has been developed for use on all Lots within the Entire Property. It is mandatory that all surface drainage systems be expressly approved in writing by the Committee prior to installation thereof.

Section 6. Site Landscaping:

A. Site Landscaping includes all planted materials, site furniture, site lighting, and mechanical equipment incidental to any building.

B. All site landscaping plans shall be submitted to the Committee for written approval prior to installation.

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C. Site Lighting.

1. Floodlighting of buildings is limited to concealed light sources.
2. Other fixtures, except parking area lighting, shall be selected and installed so that light sources are not visible from any street, and concealed light sources shall be utilized wherever practical.
3. Fixtures shall not be more than 40 feet in height.

D. All mechanical equipment incidental to any building, including roof mounted mechanical equipment, shall be enclosed or screened so as to be an integral part of the architectural design of the building to which it is attached or related.

E. All site landscaping shall be completed within 90 days of completion of the building construction, or as soon thereafter as weather permits.

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.

Section 8. Maintenance: Buildings, Landscaping, and other improvements shall be continuously maintained so as to preserve a well-kept appearance. If the Common Areas Manager is not satisfied with the level of maintenance on a Lot, it shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to restore its Lot to a level of maintenance acceptable to the Committee. If in the Common Areas Manager's opinion the Owner has failed to bring the Lot to an acceptable standard within such thirty (30) day period, the Common Areas Manager may order the necessary work performed on the Lot at the Owner's expense; multiple Owners of Lots shall be jointly and severally liable for such expense.

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Section 9. Utility Connections: All utility lines, connections and installations must be underground and rise within the building or fixture. Any external transformers, meters and similar apparatus must be at ground level and screened so as to minimize visibility thereof from the lake or any street.

ARTICLE V

RIGHTS TO COMMON AREAS AND COMMON FACILITIES

Section 1. Ownership of Common Areas: The Common Areas Manager shall own all Common Areas in trust for the use and benefit of the Owners.

Section 2. Owner's Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to all of the Common Areas and Common Facilities, which right and easement shall be appurtenant to and shall pass with the title to every Lot. Every Owner may delegate his right and easement to the Common Areas and Common Facilities to his employees, tenants, invitees, lessees, guests or contract purchasers.

Section 3. Limitation on Easement: An Owner's right and easement of use and enjoyment concerning the Common Areas and Common Facilities shall be subject to the following:

A. Such right and easement shall not be exercised in any manner which substantially interferes with the purposes for which the Common Areas and Common Facilities are provided or with the right and easement of any other Owner with respect thereto.

B. The right of the City of Salt Lake, the County of Salt Lake, and any other governmental or quasi-governmental body having jurisdiction over the Entire Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Entire Property for purposes of providing police and fire protection, and providing any other governmental or municipal service; and

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C. The right of Declarant or the Association to dedicate or transfer all or any part of the Common Areas and Common Facilities to any Public Entity for such purposes and subject to such conditions as may be agreed to by Declarant. Upon any dedication or transfer of Common Areas and Common Facilities hereunder, the provisions of this Declaration relating to the maintenance thereof shall terminate to the extent the Public Entity assumes such maintenance.

D. The right of the Common Areas Manager, in its sole discretion, to grant such utility and right-of-way easements as may be necessary or convenient to the Entire Property and/or the development of any portion thereof.

#### ARTICLE VI

##### MAINTENANCE OF COMMON AREAS AND COMMON FACILITIES

Section 1. The Common Areas Manager shall maintain and operate, or provide for the maintenance and operations, of the Common Areas and Common Facilities and the improvements located thereon or related thereto and may reconstruct, repair, or replace any capital improvement thereon.

##### Section 2. General and Special Assessments:

A. General Assessments. The Common Areas Manager may assess each Owner for the cost of maintenance and operation of the Common Areas and Common Facilities, and of the improvements located thereon, including the indirect costs thereof. Each Lot shall be subject to a quarterly assessment equal to the total quarterly cost of maintenance and operation of such common areas and improvements, multiplied by a fraction, the numerator of which is the land acreage of each such Lot and the denominator of which is the total land acreage of all platted Lots within the Entire Property.

B. Special Assessments: In addition to the quarterly assessments authorized above, the Common Areas Manager may levy, in any year, a special assessment applicable to that year only for the

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purpose of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of a capital improvement upon the Common Areas and Common Facilities as may be necessitated by normal wear and tear and damage by the elements; provided that any such assessment shall be consented to in writing as set forth in Article VIII Section 4 of this Declaration.

C. Owner's Liability for Payment of Assessments and Liens:

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Common Areas Manager the assessments described in Paragraphs A and B of this Section. Such assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

D. Date of Commencement and Notice of Quarterly Assessments: The quarterly assessments provided for herein shall commence as to all platted Lots on the first day of the month following the date of recording of any subdivision map. The first quarterly assessment shall be adjusted according to the number of months remaining in the calendar quarter. The Common Areas Manager shall estimate the amount of the quarterly assessment against each Lot at least thirty (30) days in advance of each quarterly assessment period and fix the due date for payment thereof. Written notice of the quarterly assessment shall be sent to every Owner subject thereto. At the end of the quarterly assessment period, the Common Areas Manager shall determine

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the exact cost of maintenance described in Paragraphs A and B of this Section and shall charge or credit each Owner in the next quarterly assessment for the difference between the actual expense and the estimated expense maintenance.

E. The Common Areas Manager shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Common Areas Manager setting forth whether the assessments on a specified Lot have been paid and said certificate may be conclusively relied upon by the party requesting the same.

F. Effect of Nonpayment of Assessments; Remedies: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Common Areas Manager may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas and Common Facilities or abandonment of a Lot.

G. Subordination of the Lien to Mortgages and Deeds of Trust: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgages and Deeds of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgages and Deeds of Trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer but shall not extinguish the liability of the Owner therefor. No other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

H. Effect of Public Entity: In the event the Common Areas Manager is a Public Entity there shall be no assessments, quarterly or special, levied pursuant to this Declaration with respect

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to any Common Areas and Common Facilities, the responsibility of maintenance and operation for which is assumed by said Public Entity, but said Public Entity may levy its customary taxes or assessments to provide for such maintenance and operation.

Section 3. Insurance: The Common Areas Manager shall acquire and maintain insurance against insurable hazards in amounts which reasonably protect the Common Areas Manager and the Owners from loss and/or liability arising from the hazards insured against, including any property owned and utilized by the Common Areas Manager in connection with the Common Areas and Common Facilities. Such insurance coverage may be written in the name of, and the proceeds thereof payable to, the Common Areas Manager, as the Trustee for the Owners. Such insurance may include, but is not limited to fire insurance, comprehensive liability insurance and Workmen's Compensation Insurance. Premiums for insurance carried by the Common Areas Manager shall be a common expense included in the quarterly assessments or charges made by the Common Areas Manager. The Common Areas Manager shall notify the Owners in writing of the type and amount of any such insurance secured by it and shall immediately advise the Owners in writing of any changes made with respect thereto.

Section 4. Replacement or Repair of Property: Damaged or destroyed Common Areas and Common Facilities, or the property of the Common Areas Manager used in connection with the Common Areas and Common Facilities, shall be repaired or replaced by the Common Areas Manager utilizing insurance proceeds therefor. In the event there are no insurance proceeds or the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Common Areas Manager may make a special assessment under Section 2B of this Article to cover such cost. In the event the Owners fail to approve an assessment for such repair or replacement, the Common Areas Manager shall not be required to make such repair or replacement at its expense.

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ARTICLE VII

LIMITATION OF RESTRICTIONS ON DECLARANT

Section 1. Declarant's Work: Declarant is undertaking the work of developing an industrial/business park and incidental improvements upon the Lots included within the Entire Property. The completion of that work and the sale, rental and other disposal of said Lots is essential to the establishment and welfare of the Entire Property as an industrial/business park.

Section 2. Declarant's Exemptions: In order that said work may be completed and the Entire Property be developed, nothing herein shall:

A. Prevent Declarant, its contractors, or subcontractors, from doing on the Entire Property or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Entire Property, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as an industrial/business park and disposing of platted Lots of the Entire Property in parcel by sale, lease or otherwise; or

C. Prevent Declarant from maintaining such sign or signs on any part of the Entire Property as may be necessary for the sale, lease, or disposition thereof.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement: Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of Declarant or any Owner to enforce any covenant or restriction

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herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, to a maximum of 99 years unless terminated at the end of any such period by vote of the Owners as set forth in Section 4 of this Article.

Section 4. Modifications, Consents, Terminations and Amendments: Any Modification of the Development Guidelines (as set forth in Article II Section 5 hereof), consent to Special Assessment (as set forth in Article VI Section 2 hereof), termination of this Declaration (as set forth in Article VIII Section 3 hereof) or amendments of this Declaration shall take place only by the affirmative vote of sixty percent (60%) of all votes entitled to be voted. Each Owner, except Declarant, shall have one vote for each acre of land, or any fraction thereof, owned by it. Declarant shall have votes equal to the total votes of all Owners other than Declarant or one vote per acre or any fraction thereof owned by it in the Entire Property, whichever is less. Any termination of amendments of this Declaration must be recorded.

Section 5. No Severance of Right From Ownership of a Lot: No purchaser or Owner of any Lot shall convey his interest under this Declaration of any Association formed pursuant to the provisions hereof, and no member of any such Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in said

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Association without at the same time conveying, selling and transferring his interest in the Lot to which his membership attaches, and the membership shall be transferred only to a new Owner or purchaser of the Lot to which membership is attached.

Section 6. Interpretation: The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto caused this Declaration to be executed by its duly authorized officers this 16 day of OCTOBER, 1978.



A. K. UTAH PROPERTIES, INC.

By Emanuel A. Floor  
EMANUEL A. FLOOR,  
President

By Patricia Davis  
PATRICIA DAVIS,  
Assistant Secretary

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

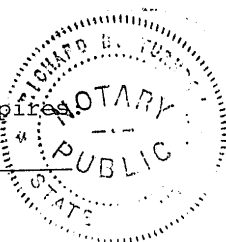
On the 19<sup>th</sup> day of OCTOBER, 1978, personally appeared before me Emanuel A. Floor and Patricia Davis, who being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of A. K. Utah Properties, Inc., a Utah corporation, and that the foregoing Declaration 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.

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Richard D. Stumpe  
NOTARY PUBLIC  
Residing at: Carbon Hill, Utah

My Commission expires

June 14, 1981



C O N S E N T

COMES NOW Beneficial Development Company, a Utah corporation, acting by and through its duly designated officers and consents to the foregoing Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (West) (the "Master Declaration") and does hereby declare that all of Beneficial Development Company's right, title and interest in and to the property described in Exhibit "A" to the aforesaid Master Declaration is, and shall be, subject to aforesaid Master Declaration.

Beneficial Development Company

By Marvin C. Steadman  
President

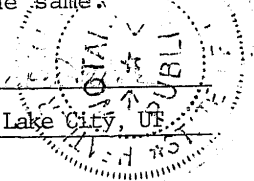


Richard R. Neslen  
Secretary

STATE OF UTAH            )  
                                  ) ss  
COUNTY OF SALT LAKE )

On the 9th day of November, 1978, personally appeared before me Marvin C. Steadman and Richard R. Neslen, who being by me duly sworn, did say that they are the Marvin C. Steadman and Richard R. Neslen, respectively, of Beneficial Development Company, a Utah corporation, and that the foregoing Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Marvin C. Steadman and Richard R. Neslen acknowledged to me that said corporation executed the same.

NOTARY PUBLIC  
Residing at: Salt Lake City, UT



My Commission Expires:  
June 10, 1982

BURK 4730 PAGE 326

C O N S E N T

COMES NOW Bettilyon Mortgage Loan Company, a Utah corporation, acting by and through its duly designated officers and consents to the foregoing Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (West) (the "Master Declaration") and does hereby declare that all of Bettilyon Mortgage Loan Company's right, title and interest in and to the property described in Exhibit "A" to the aforesaid Master Declaration is, and shall be, subject to aforesaid Master Declaration.

Bettilyon Mortgage Loan Company

By Hoyt S. Wimer  
Vice President

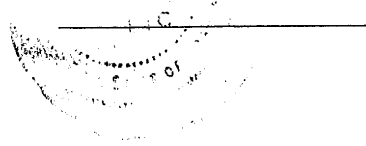
  
Attest:  
James B. Ostler Secretary

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On the 20th day of October, 1978, personally appeared before me Hoyt S. Wimer and James B. Ostler, who being by me duly sworn, did say that they are the Vice President and Secretary, respectively, of Bettilyon Mortgage Loan Company, a Utah corporation, and that the foregoing Declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Hoyt S. Wimer and James B. Ostler acknowledged to me that said corporation executed the same.

Georgia C. Thomas  
NOTARY PUBLIC  
Residing at: Bountiful, UT.

My Commission Expires: 8-8-80.



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EXHIBIT A

The following described real property is located in the City of Salt Lake, County of Salt Lake, State of Utah, to-wit:

Beginning at the NE corner of Section 35, T1N, R2W, SLB & M, and running thence S0°02'54"W, 2640.86 feet; to the East 1/4 corner of said Section 35; thence S0°02'12"W, 149.44 feet; thence S89°58'02"W, 306.84 feet to the point of curvature to a 700 foot radius curve; thence northwesterly 131.26 feet along the arc of said curve to the right, (chord bears N84°39'40"W, 131.06 feet) to the point of reverse curvature to a 30 foot radius curve; thence southwesterly 44.53 feet along the arc of said curve to the left; thence N74°20'19"W, 66.00 feet to a point on a 30 foot radius curve (radial bears N74°20'19"W); thence northwesterly 44.53 feet along the arc of said curve to the left to the point of reverse curvature to said 700 foot radius curve; thence northwesterly 297.50 feet along the arc of said curve to the right, (chord bears N57°12'45"W); thence N45°02'14"W, 296.91 feet to the point of curvature to a 30 foot radius curve; thence southwesterly 47.12 feet along the arc of said curve to the left; thence N45°02'14"W, 66.00 feet to a point on a 30 foot radius curve (radial bears N45°02'14"W); thence northwesterly 47.12 feet along the arc of said curve to the left; thence N41°54'50"W, 183.53 feet to a point on a 910 foot radius curve (radial bears S44°57'46"W); thence northwesterly 714.45 feet along the arc of said curve to the left; thence S89°58'45"W, 1164.19 feet to the point of curvature to a 30 foot radius curve; thence southwesterly 47.09 feet along the arc of said curve to the left; thence N89°57'06"W, 66.00 feet; thence N0°02'54"E, 1913.22 feet; thence N89°58'49"E, 490.08 feet to the N 1/4 corner of said Section 35; and thence N89°58'27"E, 2637.92 feet to the point of beginning, containing 157.344 acres.

(The foregoing property description is attached as Exhibit A to that certain Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (West) dated the 16th day of October, 1978 and executed by A. K. Utah Properties, Inc.)

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