

• Salt Lake International Center
• Suite 200 Lindberg Plaza I
221 Charles Lindberg Drive
Salt Lake City, Utah 84116

3615305

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF SALT LAKE INTERNATIONAL CENTER, UNIT 10B

This Declaration, made this 28th day of September 1981, by
SALT LAKE INTERNATIONAL CENTER 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 10B which is more par-
ticularly described in Exhibit "A" attached hereto, and by this
reference incorporated herein, hereinftr referred to as "Unit
10B" and

WHEREAS, Unit 10B lies within and is a part of Salt Lake
Internation Center, for which Declarant has made and recorded a
Master Declaration of Establishment of Easements, Covenants,
Conditios 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 hav-
ing been amended on the 13th day of July, 1976, said Amendment
to Master Declaration haing 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 Supple-
mental 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

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REF
SECURITY TITLE CO.
Karin L. Dixon
Recorder
Salt Lake County,
Utah

Oct 19 10 25 AM '81
KARIN L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

SECURITY TITLE CO.
No. 3615305

500-5305 REC-1112

the benefit of Unit 10B and the Owners thereof, Declarant desires to subject Unit 10B to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that Unit 10B 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 10B, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 10B 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 Amendment thereto into this Supplemental Declaration to the same full extent and effect as if said Master Declaration and the Amendment 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 10B 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 10B. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles shall apply to the Entire Property, including

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Unit 10B, 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 Declaration other than that applicable to Unit 10B and applicable solely to the property subject thereto.

ARTICLE III

Declarant hereby and herein provides and declares that "Harold Gatty Drive" (formerly referred to as "Harold Gatty Road") is a "High Image Street" pursuant to Article I, Section 12 of the Master Declaration, and the Amendment thereto, the same as if it had been so defined therein and shall be subject to all restrictions, conditions and covenants relating to "High Image Streets" as provided in the Master Declaration and the Amendment to Master Declaration.

ARTICLE IV

Article III, Section 2 of the Master Declaration reads as follows with the emphasis added solely in this Supplemental Declaration:

Section 2. Partial Prohibition: No portion of the Entire Property lying South of Amelia Earhart Road or West or Wright Brothers Road shall be used for any activity which substantially involves industrial processes, warehousing or distribution of product and merchandise. The Committee shall be the sole judge of whether a proposed activity falls within such categories.

Declarant hereby declares that it was its intent upon executing and recording of the Master Declaration, and the Amendment to Master Declaration, and is presently its intent that the underscored word "or" in the foregoing Article III, Section 2 was intended to be the word "and". In addition, the Architectural Development and Control Committee at its meeting on the

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27th day of June, 1978 considered this matter and based upon its authority in the Master Declaration it has clarified and amended Article III, Section 2 to be consistent with the intent of the Declarant. Based on the foregoing, the Declarant herein provides in this Supplemental Declaration that Article III, Section 2 shall read as follows:

Section 2. Partial Prohibition: No portion of the Entire Property lying South of Amelia Earhart Road and West of Wright Brother Road shall be used for any activity which substantially involves industrial processes, warehousing or distribution of product and merchandise. The Committee shall be the sole judge of whether a proposed activity falls within such categories.

ARTICLE V

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 at the end of any such period by vote of the Owners of the land area of Unit 10B, 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 10B, 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.

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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.

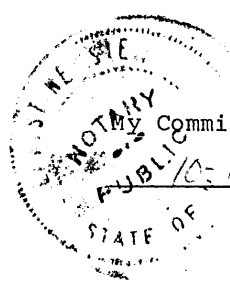
SALT LAKE INTERNATIONAL CENTER
A Utah Corporation

By: *Emanuel A. Floor*
Emanuel A. Floor, President

ATTEST:
Patricia Davis
Patricia Davis
Assistant Secretary

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

On the 28th day of Sept, 1981, 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 SALT LAKE INTERNATIONAL CENTER, 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 duly acknowledged to me that said corporation executed the same.

 My Commission Expires: 10-10-82

Christine Stewart
NOTARY PUBLIC
Residing at: *Salt Lake City, Utah*

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EXHIBIT "A"

LEGAL DESCRIPTION
FOR
SALT LAKE INTERNATIONAL CENTER PLAT 10B

Real Property situated in the County of Salt Lake, State of Utah and described as follows:

BEGINNING at a point which lies South 2°35'18" East, 296.29 feet and South 0°16'02" East, 40.12 feet from the Northwest corner of Lot 3, Plat 9, Salt Lake International Center, said point being the point of tangency on a 30.00 foot radius curve (central angle equals 89°45'58"); thence 47.00 feet along the arc of said curve to the left; thence North 89°58' East, 493.14 feet to a point on the arc of a 73.00 foot radius curve (central angle equals 258°52'33") radial to which bears North 46°48'10" West; thence 329.83 feet along the arc of said curve to the right to a point on the arc of a 30.00 radius curve (central angle equals 52°44'01") radial to which bears North 52°42'01" East; thence 27.61 feet along the arc of said curve to the left; thence South 89°58' West, 483.00 feet to the point of tangency on a 30.00 foot radius curve (central angle equals 90°14'02"); thence 47.25 feet along the arc of said curve to the left; thence North 0°16'02" West, 160.00 feet to the BEGINNING.

The following description is the mathematical equivalent of the preceding description with all description terms correctly converted to the description terms of the Utah State Plane-Rectangular Coordinate System.

BEGINNING at a point with State Plane Rectangular Coordinates of X equals 1,860,509.133 and Y equals 890,520.004 based on the Lambert Conformal Projection Utah Central Zone said point also being the point of tangency on a 29.99 foot radius curve (central angle equals 89°45'58"), thence Southeasterly 46.99 feet along the arc of said curve to the left, thence South 89°47'58" East, 493.06 feet to a point on the arc of a 72.99 foot radius curve (central angle equals 258°52'33") radial to which bears North 46°34'08" West, thence 329.77 feet along the arc of said curve to the right to a point on the arc of a 29.99 foot radius curve (central angle equals 52°44'01") radial to which bears North 52°56'03" East; thence Westerly 27.60 feet along the arc of said curve to the left; thence North 89°47'58" West, 482.92 feet to the point of tangency on a 29.99 foot radius curve (central angle equals 90°14'02"); thence Southwesterly 47.23 feet along the arc of said curve to the left; thence North 0°16'02" West, 159.97 feet to the point of BEGINNING.

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