

3659179

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF SALT LAKE INTERNATIONAL CENTER, UNIT 12

This Declaration, made this 11th day of November, 1981,
by SALT LAKE INTERNATIONAL CENTER, a Utah corporation, herein-
after 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 12 which is more par-
ticularly described in Exhibit "A" attached hereto, and by this
reference incorporated herein, hereinafter referred to as "Unit
12," and

WHEREAS, Unit 12 lies within and is a part of Salt Lake
International 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, Utah, Recorder and said Master Declara-
tion 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 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

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No. 21294

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of the Common Areas and Common Facilities. To this end and for the benefit of Unit 12 and the Owners thereof, Declarant desires to subject Unit 12 to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that Unit 12 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 12, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 12 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 12 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

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construed to impose or grant any additional rights, duties, obligations or assessments on Unit 12. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles shall apply to the Entire Property, including Unit 12, 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 12 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 amendments 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 of 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 of 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.

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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 work "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 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 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.

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 end of any such period by vote of the Owners of the land area of Unit 12, 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


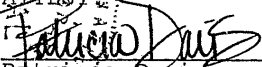
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land area in Unit 12, in the manner provided in Article VIII, Section 4, of the Master Declaration, provided that no such amendment shall render this Supplemental Declaration less restrictive than the Master Declaration. Any amendment or termination 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.

SALT LAKE INTERNATIONAL CENTER, a
Utah corporation

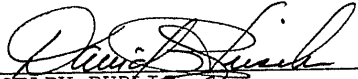
By 
Emanuel A. Floor, President



Patricia Davis
Assistant Secretary

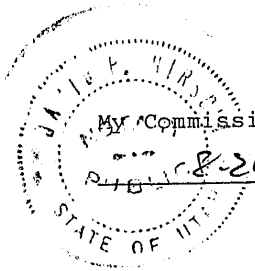
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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 11th day of November, 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.


NOTARY PUBLIC
Residing at: Cedarville Utah

My Commission Expires:
8-20-83



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EXHIBIT "A"

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

A parcel of land located in the Southwest corner of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian, being more particularly as follows:

Beginning at a point which lies 598.00 feet North and 219.28 feet East of the Southwest corner of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence North 89°58' East, 1130.88 feet; thence South 0°00'56" West, 597.44 feet; thence South 89°56'54" West, 447.63 feet; thence North 68°52'56" West, 193.69 feet to a point on the arc of a 890.86 foot radius curve (central angle = 48°15'42") radial bears South 22°15'32" West; thence North-westerly 750.40 feet along the arc of said curve to the point of 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 as filed with the Salt Lake City Engineer, Record of Survey No. 10009.

Beginning at a point with State Plane Rectangular Coordinates of X-1, 860, 278.457 and Y=888, 344.787 based on the Lambert Conformal Projection Utah Central Zone and running thence South 89°48' East, 1130.88 feet; thence South 0°13'44" West, 597.44 feet; thence North 89°49'27" West, 447.63 feet; thence North 68°52'56" West, 193.69 feet to a point on the arc of a 890.70 foot radius curve (Central angle - 48°15'02") radial bears North 22°31'13" East; thence North-westerly 750.26 feet along the arc of said curve to the left to the point of beginning.

This Exhibit "A" is attached to and made a part of that certain Supplemental Declaration of Establishment of Easement, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 12, dated this 11th day of November, 1981.

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KATHLEEN HANCOCK
RECORDS
SALT LAKE COUNTY
UTAH

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Special Line Page