

After recording return to:
PARSONS, BEHLE & LATIMER
185 South State Street
Salt Lake City, Utah 84111
Attn: David P. Hirschi

3761024

RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ADMIRAL BYRD PLAZA

THIS RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") is made as of this 16th day of February, 1983, by SALT LAKE INTERNATIONAL CENTER, a corporation organized under the laws of the State of Utah (hereinafter referred to as "Declarant").

R E C I T A L S:

A. Declarant owns certain real property situated in Salt Lake County, Utah, more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof and hereinafter referred to as the "Entire Parcel." The metes and bounds legal description of the Entire Parcel is shown on Exhibit "B" attached hereto and by this reference made a part hereof.

B. By instrument dated May 22, 1981, recorded May 26, 1981 as Entry No. 3567995 in Book 5251 at Pages 1181 through 1195, Declarant first filed its Declaration of Covenants, Conditions and Restrictions for Admiral Byrd Plaza (hereinafter referred to as the "First Declaration"). Due to changes in the descriptions on the Parcels contained in Admiral

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Byrd Plaza, Declarant desires hereby to amend and restate said First Declaration and hereby declares that this Restated and Amended Declaration supercedes said First Declaration in all terms and conditions herein contained.

C. Declarant desires to develop or cause the development of the Entire Parcel in its own right, or by sale of or through ground leases of the same and for this purpose has described the Entire Parcel as numbered Parcels 1, 2, 3, 4, 5, 6, and 7 and has located on portions of the Entire Parcel certain Common Access Roads, Common Parking Areas and Common Landscape Areas. All of such numbered Parcels are designated on Exhibit "A". Permissible Building Areas are shown by a single crosshatch. The Common Landscape Areas are shaded (including sidewalks). The Common Access Roads and Parking Areas (including permitted driveways) are shown as the areas not crosshatched or shaded. The descriptions of said numbered Parcels, by metes and bounds, are contained in Exhibit "C", attached hereto and by this reference made a part hereof.

D. Declarant desires to present an integrated use of the Entire Parcel and to develop or cause the development of the Entire Parcel as a business complex.

E. Declarant desires to provide for the construction, maintenance and operation of the Common Access Roads and Parking Areas. The Declarant desires to provide for the common landscaping of the Parcels to present a pleasant, harmonious use of the Entire Parcel, causing the Entire Parcel to appear

to the public as being commonly owned, developed, coordinated and operated.

NOW, THEREFORE, Declarant hereby submits the Entire Parcel to the covenants, conditions and restrictions hereinafter set forth, which covenants, conditions and restrictions shall be enforceable, equitable servitudes, running with the land, to be binding upon Declarant, its grantees, mortgagees, successors, purchasers and assigns in the manner and for the purposes hereinafter set forth.

1. Definitions. As used in this Declaration, the following terms shall have the following meanings:

(a) Parcel. Parcel shall refer to each of Parcels 1 through 7 as shown pictorially on Exhibit "A" and described by metes and bounds on Exhibit "C" and any portion of any Parcel severed from such Parcel and owned by a separate Owner. All Parcels shall be hereinafter referred to collectively as the "Parcels."

(b) Common Access Roads and Parking Areas. Common Access Roads and Parking Areas (including permitted driveways) shall mean and refer to those portions of the Entire Parcel shown as areas not shaded or crosshatched on Exhibit "A", and such Common Access Roads and Parking Areas shall be located, constructed and maintained for the benefit of the Entire Parcel. Those roadways shown on Exhibit "A" bordering the Entire Parcel are or will be publicly dedicated roadways and not a part of the Common Access Road system.

(c) Common Landscaped Area or Common Landscaping. Common Landscaped Areas or Common Landscaping shall mean the areas of the Parcels not in use for building, Common Access Roadways, Parking Areas, or driveways, and which shall be landscaped to present a pleasant appearance to the public in conformity with the requirements of the Underlying Declarations. Such Common Landscape Area is shown as shaded on Exhibit "A".

(d) Underlying Declarations. The "Underlying Declarations" shall mean that certain Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of the Salt Lake International Center recorded in the records of the Salt Lake County Recorder on April 30, 1975 as Entry No. 2703864 in Book 3864, commencing at Page 372 (as said Master Declaration was amended by that certain amendment thereto recorded on July 21, 1976, as Entry No. 2836791 in Book 4273, beginning at Page 316), and that certain Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 6, recorded in the records of the Salt Lake County Recorder on December 1, 1978 as Entry No. 3205334 in Book 4780, beginning at Page 329.

(e) Common Access, Parking and Landscaping Maintenance (CAPLM). Common Access, Parking and Landscaping Maintenance (CAPLM) shall mean the maintenance, replacement and care required for the proper operation, maintenance and use of

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the Common Access Roadways, Parking Areas, Common Landscaping, and Common Utility Facilities.

(f) CAPLM Charges. CAPLM Charges shall mean those charges levied and assessed on the Parcels located within the Entire Parcel for the general and special assessments levied pursuant to the Underlying Declarations, and the aggregate of the costs or expenses incurred for the operation, maintenance and replacement and repair (but not the initial construction or installation) of the Common Access Roadways, Parking Areas, the Common Landscaping, and Common Utility Facilities located within the Entire Parcel. The allocable share of CAPLM Charges to be borne by the Parcels shall be determined in the manner set forth in this Declaration.

(g) Developer. Developer shall mean Declarant and after the sale or conveyance of Parcels 1 through 7 by Declarant, the Owners from time to time of Parcels 1 through 7. Such Owners hereby agree to be bound by this Declaration and to assume the duties and responsibilities of Developer hereunder at such time as Parcels 1 through 7 are sold or otherwise conveyed.

(h) Purchaser. Purchaser shall mean the Owner from time to time of any of the Parcels.

(i) Common Utility Facilities. Common Utility Facilities shall mean all storm drainage facilities, sanitary sewer systems, natural gas systems, domestic water systems, fire protection water systems, underground electrical systems,

underground telephone systems, and cable television systems situated on the Entire Parcel within any of the 5-foot wide easement areas provided for in paragraph 2(d) hereof. Any costs and expenses directly relating to the operation, maintenance, replacement and repair (but not the initial construction or installation) of the Common Utility Facilities shall be considered a part of the CAPLM charges.

(j) Floor Area. Floor Area means the aggregate of the actual number of square feet of enclosed floor space in any building from time to time located on any parcel whether or not actually occupied. Floor Area shall include basement space and subterranean areas, balcony and mezzanine space, space occupied by columns, stairs, escalators, elevators, dumb-waiters, conveyors or other interior equipment within the building involved and to the extent enclosed, hall or access areas located within the building involved. Floor Area shall be measured from the exterior faces of the exterior walls.

(k) Parking Area. Parking Areas are areas located on any of the parcels of the Entire Parcel which are set apart or used for the parking of motor vehicles. All Parking Areas shall conform to the requirements of the Underlying Declarations.

(l) Permissible Building Area. Permissible Building Area ("P.B.A.") means an area designated as such on any of the Parcels of the Entire Parcel within which a building of a specified Floor Area has been or can be constructed as

hereinafter more fully provided. Initially, the P.B.A. within each Parcel shall be that portion of the Parcel shown as a building area and crosshatched on Exhibit "A". The square footage shown on Exhibit "A" for each P.B.A. is the maximum Floor Area which may be included in any building situated within such P.B.A. Location of (but not Floor Area limitations respecting) P.B.A.s within any parcel not yet sold by Declarant may be changed or modified from time to time by Developer by amendment to this Declaration, if Developer, in its sole reasonable judgment, determines that such change or modification shall not adversely affect the harmonious appearance of the Entire Parcel and if reasonable access to the other Parcels is not adversely affected thereby. All P.B.A.s shall conform to the requirements of the Underlying Declarations.

(m) Permittees. Permittees means all Owners, occupants, tenants, and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees, concessionaires and guests.

(n) Owner. Owner means the record owner or owners from time to time, of fee title to a Parcel.

(o) Mortgage and Mortgagee. As used in this Declaration the term Mortgage shall also include a Trust Deed. The term Mortgage or Trust Deed shall be limited to refer only to a Mortgage or Trust deed held by a bona fide lending institution, or by Declarant. The term Mortgagee shall also include the beneficiary under a Trust Deed.

2. Easements for Use.

(a) There is hereby created and granted a perpetual Easement for use of Developer, Purchasers, and their respective Permittees, over and upon the Common Access Roadways for the passage of vehicles and pedestrians and for the doing of such other things as are authorized or required to be done hereunder on the Common Access Roadways.

(b) There is hereby created and granted a perpetual easement for the use of each Owner and the Permittees of each Owner over the Parking Areas of each of the Parcels for the parking of motor vehicles and for access between and among the parcels and for the passage of motor vehicles and pedestrians and the doing of such other things as are authorized or required to be done on the Parking Areas under this Declaration; provided, however; that the easement for parking which is hereby made appurtenant to each of the Parcels shall be and is hereby limited to the use by the Owner and the Permittees of the Owner of the parcel concerned of not more than the total number of parking spaces allocated to such Parcel as shown on Exhibit "A".

(c) There is hereby created and reserved a perpetual easement five (5) feet in width immediately inside each of the boundaries of each of the Parcels for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities serving any of the parcels.

(d) The use of the Common Access Roadways, Parking Areas, and Utility Facilities by any person entitled to the use thereof shall be in common with all other persons so entitled.

3. Development Restrictions. In preparation of all development plans and improvement plans for the Entire Parcel, the general design, standards and aesthetic qualities of the contemplated development shall conform to the requirements of the Underlying Declarations.

4. Operation, Maintenance, Repair and Restoration of the Common Access Roadways, Parking Areas, Common Utility Facilities and Common Landscaping. From and after the initial installation thereof on each and every Parcel, Developer shall operate, maintain, replace and repair the Common Access Roadways, Parking Areas, Common Utility Facilities and Common Landscaping in good order, condition and repair, but Developer shall be reimbursed for its costs incurred in so doing in the manner hereafter set forth.

5. Requirements Applicable to the Development and Operation of all Parcels.

(a) The Parking Area on any Parcel shall not be used for any purpose other than pedestrian movement and the parking and passage of motor vehicles. The Owner and Permittees interested in any given Parcel shall not use in the aggregate, at any time, more parking spaces than the number

which was allocated to that Parcel pursuant to the arrangement as provided for in this Declaration.

(b) The location and use of all buildings shall conform to the requirements of the Underlying Declarations, as well as to the requirements imposed by this Declaration.

(c) The Owner of each Parcel shall carry or cause to be carried comprehensive public liability insurance (naming such Owner as the insured) covering activities on its Parcel.

6. Certification of Floor Area. Upon the completion of any construction on any Parcel and at the written request of Developer, and Parcel Owner shall cause its architect to certify to Developer in writing the number of square feet of initially or subsequently constructed Floor Area on such Parcel.

7. Expiration Date. This Declaration shall remain in full force and effect for twenty (20) years from the date hereof and shall be automatically extended for successive 10-year periods, to a maximum of ninety-nine (99) years, unless terminated at the end of any such period by a written instrument executed by the Owners of at least fifty-one percent (51%) of the land area contained in the Entire Parcel.

8. Declaration for the Exclusive Benefit of Parcel Owners. The provisions of this Declaration are for the exclusive benefit of the Parcel Owners, their successors and assigns and not, except as expressly provided herein, for the benefit of any third person. This Declaration shall not be deemed to

have conferred any rights upon any third party, except as expressly provided herein.

9. Cost of Maintenance of Common Access Roadways, Parking Areas, Common Landscaping and Common Utility Facilities. The Owner of each Parcel will reimburse Developer for such Owner's pro rata share of the CAPLM Charges as provided herein.

(a) CAPLM Charges shall be determined in accordance with generally accepted accounting principles consistently applied and allocated to any particular calendar year on the accrual method of accounting. Such Charges shall include, but shall not be limited to, general and special assessments levied pursuant to the Underlying Declarations against the Entire Parcel or any portion thereof, upkeep, repairs, replacements and improvements in and with regard to the Common Access Roadways, Parking Areas, Common Utility Facilities, and the Common Landscaped Areas, snow and rubbish removal, depreciation allowance on any machinery and equipment owned by Developer and used in conjunction therewith, payroll and payroll costs, costs of the care and replacement of landscaping, utility service, including fire line and water service charges, premiums for public liability insurance, which shall insure the Owners with regard to the Common Access Roadways, Parking Areas and Common Landscaped Areas, and certain real property taxes and assessments respecting or allocable to the

Common Access Roadways, the Parking Areas and the Common Landscaped Areas as hereinafter provided.

In addition, CAPLM Charges shall include administrative costs equal to ten percent (10%) of all other costs (exclusive of amounts attributable as taxes and assessments) described in this subparagraph (a).

(b) Each Owner shall pay to the Developer such Owner's pro rata share of CAPLM Charges in the following manner: (i) Developer will estimate and bill in advance each month the CAPLM Charges to each owner. Such CAPLM Charges will be allocated among Owners on a square footage of Floor Area basis. Each Owner's allocation shall be determined by dividing the square footage of Floor Area of completed building(s) constructed upon the Owner's Parcel by the square footage of Floor Area of all completed building(s) on all Parcels; the resulting quotient shall be such Owner's share of CAPLM Charges; (ii) within ninety (90) days following the end of each calendar year, Developer shall furnish to each Owner a written statement covering the calendar year just expired showing the total CAPLM Charges therefor, as said CAPLM Charges pertain to the Owner concerned, the amount of such Owner's pro rata share thereof for such calendar year and the interim monthly payments made by such Owner with respect to such calendar year. If any Owner's pro rata share of CAPLM Charges for the year in question exceeds that Owner's payments so made, the Owner shall pay Developer the deficiency within ten (10) days after receipt of

such statment. If such payments exceed such Owner's pro rata share of such CAPLM Charges, the Owner shall be entitled to offset the excess against the interim monthly payments next thereafter to become due to Developer hereunder.

Notwithstanding anything in this Declaration to the contrary, the Floor Area of the P.B.A. shown on Parcel 7 shall include the drive-in banking facility shown as crosshatched on Exhibit "A".

10. Standards of Maintenance of Buildings on Individual Parcels. Each Owner, at its sole cost and expense (subject to a reimbursement by such party or parties as such Owner may contract therefor), shall keep and maintain, including replacements, if necessary, each building on such Owner's Parcel and such other improvements and areas on such Parcel, if any, as are not required to be maintained by Developer hereunder, in clean, good and sanitary, first class order, condition and repair.

11. CAPLM Assessments and Obligations of Owners. Each payment for CAPLM Charges as described in paragraph 9 hereof shall be separate, distinct and personal obligations of the Owner of the Parcel concerned at the time the delinquency concerned comes to exist and shall be collectible as a personal obligation. Suit to recover a money judgment for such unpaid obligations may be maintained without foreclosure of, or waiving of the lien (described hereinafter) securing the same. If not paid when due, the amount of any such obligation, plus

interest at the rate of two percent (2%) over the Prime Interest Rate then charged by First Security Bank of Utah, N.A., or the maximum rate allowed by law, whichever is less, and costs of action and reasonable attorneys' fees, shall constitute a lien upon the Parcel owned by the delinquent Owner.

12. Mortgage Protection. A breach of any of the provisions, restrictions, or requirements hereof shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage.

13. Successors. This Declaration shall be binding upon and inure to the benefit of the respective successors and assigns of the Owners and Declarant.

14. Severability. If any provision of this Declaration shall to any extent be invalid or unenforceable, the remaining provisions of this Declaration or the application of such provisions to persons or circumstances other than those in respect to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Declaration, unless necessarily conditioned upon the effectiveness of such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Utah.

16. Enforcement. All persons or entities who are the Declarant, Developer or Owners as set forth herein, shall have the right to enforce, through appropriate proceedings at law or

in equity, any of the provisions, restrictions, or requirements of this Declaration. If any action is brought because of a breach of, or to enforce or interpret any of the provisions, restrictions or requirements of this instrument, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

17. Amendment. This Declaration may not be amended or otherwise modified except by writing recorded in the office of the Salt Lake County Recorder, which has been executed and acknowledged by all those persons constituting Owners at the time such recordation occurs.

IN WITNESS WHEREOF, the Declarant has hereunto caused its duly authorized officer to execute this instrument the day and year first above written.

SALT LAKE INTERNATIONAL CENTER

BY 
EMANUEL A. FLOOR, President

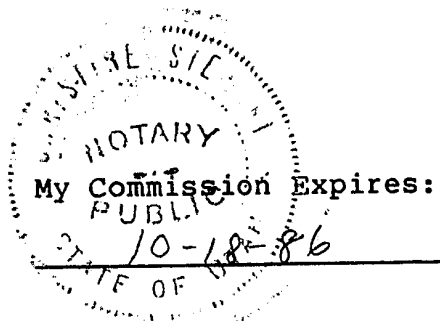
ATTEST:

Patricia Davis
Assistant Secretary

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

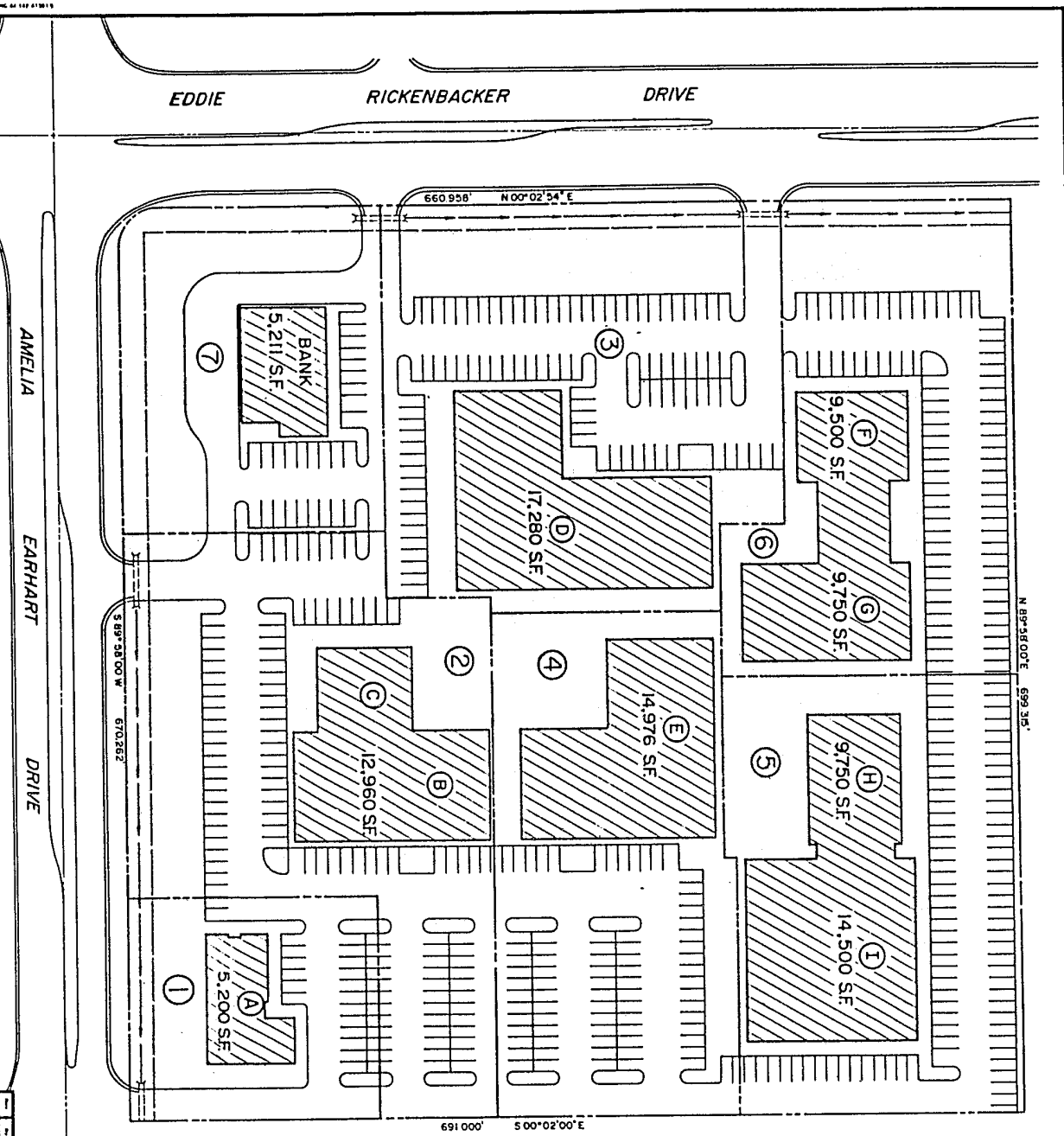
On the 16th day of February, 1983, personally appeared before me EMANUEL A. FLOOR and PATRICIA DAVIS, who, being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of Salt Lake International Center, a Utah corporation, and that the foregoing instrument was executed on behalf of said corporation by authority of a resolution duly adopted by the Board of Directors of said corporation, and said EMANUEL A. FLOOR and PATRICIA DAVIS each duly acknowledged to me that said corporation executed the same.



Kristine Stewart
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

EXHIBIT "A"

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PARCEL 1
BUILDING A
 Area = 0.754 ac.
 Building = 5,200 S.F.
 Bldg Coverage = 15.8%
 Parking Spaces = 26
 Required = 26
 Proposed = 26

PARCEL 2
BUILDINGS B & C
 Area = 2.094 ac.
 Building = 12,960 S.F.
 Bldg Coverage = 14.2%
 Parking Spaces = 65
 Required = 65
 Proposed = 106

PARCEL 3
BUILDING D
 Area = 2.146 ac.
 Building = 17,280 S.F.
 Bldg Coverage = 18.5%
 Parking Spaces = 86
 Required = 86
 Proposed = 94

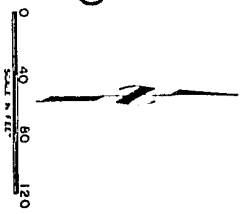
PARCEL 4
BUILDING E
 Area = 1.646 ac.
 Building = 14,976 S.F.
 Bldg Coverage = 20.9%
 Parking Spaces = 75
 Required = 80
 Proposed = 80

PARCEL 5
BUILDINGS H & I
 Area = 1.705 ac.
 Building = 24,250 S.F.
 Bldg Coverage = 32.7%
 Parking Spaces = 121
 Required = 121
 Proposed = 86

PARCEL 6
BUILDINGS F & G
 Area = 1.596 ac.
 Building = 19,250 S.F.
 Bldg Coverage = 27.7%
 Parking Spaces = 96
 Required = 96
 Proposed = 82

PARCEL 7
FIRST SECURITY BANK
 Area = 1.157 ac.
 Building = 5,211 S.F.
 Bldg Coverage = 10.3%
 Parking Spaces = 26
 Required = 26
 Proposed = 27

COMMON
 LANDSCAPED
 AREA



SALT LAKE INTERNATIONAL CENTER
 ADMIRAL BYRD PLAZA — BLOCK 17
 SITE PLAN

B Burghart
 Engineering

DATE: FEB. 1983

EXHIBIT "B"

Property Description of Entire Parcel

Real property located within Salt Lake County, State of Utah, and described as follows:

BEGINNING at the Northwest corner of Lot 1, Plat 4, Salt Lake International Center, an industrial subdivision located in Township 1 North, Range 2 West, Salt Lake Base & Meridian and running thence South $0^{\circ}02'$ East, 691.00 feet; thence South $89^{\circ}58'$ West, 670.26 feet to the point of tangency on a 30.00 foot radius curve (central angle = $90^{\circ}04'54''$); thence 47.17 feet along the arc of said curve to the right; thence North $0^{\circ}02'54''$ East, 660.96 feet; thence North $89^{\circ}58'$ East, 699.32 feet to the point of BEGINNING, containing 11.097 acres.

EXHIBIT "C"
LEGAL DESCRIPTIONS

ADMIRAL BYRD PLAZA
Parcels 1-7

Parcels of land located in Lot 2, Plat 6, Salt Lake International Center, an industrial subdivision located in Section 36, T1N, R2W, SLB & M and being more particularly described as follows:

Parcel 1 - Building A

Beginning at a point which is 2689.86 feet South and 754.05 feet East of the NW corner of said Section 36, and running thence S89°58'W, 170.50 feet along the north right-of-way line of Amelia Earhart Drive; thence N0°02'W, 192.50 feet; thence N89°58'E, 170.50 feet; thence S0°02'E, 192.50 feet to the point of beginning, containing 0.754 acres.

Parcel 2 - Buildings B and C

Beginning at a point which is 2689.96 feet South and 583.55 feet East of the NW corner of said Section 36, and running thence S89°58'W, 279.51 feet along the north right-of-way line of Amelia Earhart Drive; thence N0°02'W, 202.16 feet; thence N89°58'E, 50.69 feet; thence N0°02'W, 82.84 feet; thence N89°58'E, 399.32 feet; thence S0°02'E, 92.50 feet; thence S89°58'W, 170.50 feet; thence S0°02'E, 192.50 feet to the point of beginning, containing 2.094 acres.

Parcel 3 - Building D

Beginning at a point which is 2488.11 feet South and 53.92 feet East of the NW corner of said Section 36 and running thence N0°02'54"E, 312.84 feet along the east right-of-way line of 5600 West; thence N89°58'E, 246.25 feet; thence S0°02'E, 50.00 feet; thence N89°58'E, 66.00 feet; thence S0°02'E, 180.00 feet; thence S89°58'W, 12.00 feet; thence S0°02'E, 82.84 feet; thence S89°58'W, 300.69 feet to the point of beginning, containing 2.146 acres.

Parcel 4 - Building E

Beginning at a point which is 2404.86 feet South and 753.89 feet East of the NW corner of said Section 36, and running thence S89°58'W, 387.32 feet; thence N0°02'W, 180.00 feet; thence N89°58'E, 189.32 feet; thence N0°02'W, 10.00 feet; thence N89°58'E, 198.00 feet; thence S0°02'E, 190.00 feet to the point of beginning, containing 1.646 acres.

Parcel 5 - Buildings H and I

Beginning at a point which is 2214.86 feet South and 753.77 feet East of the NW corner of said Section 36 and running thence S89°58'W, 198.00 feet; thence S0°02'E, 10.00 feet; thence S89°58'W, 139.32 feet; thence N0°02'W, 226.00 feet; thence N89°58'E, 337.32 feet; thence S0°02'E, 216.00 feet to the point of beginning, containing 1.705 acres.

Parcel 6 - Building F and G

Beginning at a point which is 1999.27 feet South and 54.33 feet East of the NW corner of said Section 36 and running thence N89°58'E, 362.00 feet; thence S0°02'E, 226.00 feet; thence S89°58'E, 116.00 feet; thence N0°02'W, 50.00 feet; thence S89°58'W, 246.25 feet; thence N0°02'54"E, 176.00 feet along the east right-of-way line of 5600 West to the point of beginning, containing 1.596 acres.

Parcel 7 - First Security Bank

Beginning at a point which lies 29.37 feet south and 56.00 feet east of the west 1/4 corner of said Section 36, said point being on the east right-of-way line of Eddie Rickenbacker Drive; thence N0°02'54"E, 172.12 feet; thence N89°58'E, 250.00 feet; thence S0°02'E, 202.16 feet; thence S89°58'W, 220.25 feet to the point of tangency on a 30.00 foot radius curve (central angle = 90°04'54"); thence northerly 47.17 feet along the arc of said curve to the right to the point of beginning, containing 1.157 acres.

900-A
2-10-83

Patricia Brown
SECURITY TITLE CO.
PATRICIA BROWN

FEB 18 8 58 AM '83

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH