

SEP 2 1976

Recorded at 114
 Request of SECURITY TITLE COMPANY
 Fee Paid KATIE L. DIXON
 Recorder, Salt Lake County, Utah
900 Marion Kearney
 Rel. Marion Kearney

2852114

**SUBSTITUTED SUPPLEMENTAL
 DECLARATION OF ESTABLISHMENT
 OF EASEMENTS, COVENANTS, CON-
 DITIONS AND RESTRICTIONS OF
 SALT LAKE INTERNATIONAL CENTER,
 UNIT 1B**

This declaration, made this 26th day of August, 1976, by A. K. UTAH PROPERTIES, INC., 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 1B, which is more particularly described in Exhibit "A" attached hereto, and by this reference incorporated herein, hereinafter referred to as "Unit 1B", and

WHEREAS, Unit 1B 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 recorded April 30, 1975, as Entry No. 2703864 of Official Records in the Offices of the Salt Lake County, Utah, Recorder, and amended on July 13, 1976, said Amended Master Declaration being recorded on the 21st day of July, 1976 as Entry No. 2836791 Official Records of the Salt Lake County, Utah, Recorder,

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

WHEREAS, Declarant has heretofore recorded a Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 1B (hereinafter referred to as "Supplemental Declaration"),

SECURITY TITLE CO.
 GHD # 162635

BOOK 4323 PAGE 235

said Supplemental Declaration having been recorded in the Offices of the Salt Lake County, Utah, Recorder, on the 24th day of May, 1976, as Entry No. 2817108, Book 4208, Page 112, and

WHEREAS, it is desirable to withdraw the Supplemental Declaration for Unit 1B heretofore recorded and replace said Supplemental Declaration with this Substituted Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 1B (hereinafter referred to as "Substituted Supplemental Declaration"), this Substituted Supplemental Declaration to supercede and replace the Supplemental Declaration heretofore recorded, and

WHEREAS, Declarant desires to subject Unit 1B to the easements, covenants, conditions and restrictions, charges and liens hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that Unit 1B 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 1B, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 1B or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner:

ARTICLE I

Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration into this Substituted Supplemental Declaration to the same full extent and effect as if said Master Declaration 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 1B for the purposes of this Substituted Supplemental Declaration.

BOOK 4323 PAGE 236

ARTICLE II

Article V of the Master Declaration relating to the rights to Common Areas and Common Facilities shall not be construed to impose or grant any additional rights or limitations on Unit 1B or the Owners thereof. Article VI of the Master Declaration relating to maintenance of Common Areas and Common Facilities shall not be construed to impose additional duties, obligations or assessments on Unit 1B or the Owners thereof except that assessments, either general or special as described in Article VI Section 2, which may be made pursuant to said Article and Section with respect to that certain lake and its environs located in Unit 1B, shall be assessed pursuant to the provisions of Article VI Section 2 only against the Owners of Lots located in Unit 1B and not against the Owners of any Lots in any Unit covered by the Master Declaration and which is outside of Unit 1B. It is Declarant's intent that the rights, duties, obligations and assessments described in Articles V and VI of the Master Declaration shall apply to the entire property of the Salt Lake International Center, including Unit 1B and shall be implemented as to the entire property as a whole as provided in said Master Declaration except with respect to the assessments provided for in Article VI Section 2 as said assessments may be applicable to the lake and its environs located in Unit 1B which assessments shall be implemented and applied only against the Owners of property located within Unit 1B.

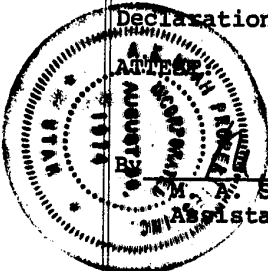
ARTICLE III

This Substituted Supplemental Declaration shall run with and bind the land, for a term of TWENTY YEARS (20 years) from the date this Substituted Supplemental Declaration is recorded, after which time it shall be automatically extended for successive

periods of TEN YEARS (10 years), to a maximum of NINETY NINE YEARS (99 years), unless terminated at the end of any such period by a vote of the Owners of the land area of Unit 1B, as provided in Article VIII Section 4 of the Master Declaration, provided, however, that in no event shall this Substituted Supplemental Declaration survive the termination of the Master Declaration. This Substituted Supplemental Declaration may be amended by an instrument signed by the Owners of the land area in Unit 1B, in the manner provided in Article VIII Section 4, of the Master Declaration, provided that no such amendment shall render this Substituted 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 Substituted Supplemental Declaration to be executed the day and year first above written.

A. K. UTAH PROPERTIES, INC.



M. Ann Sherley
M. Ann Sherley
Assistant Secretary

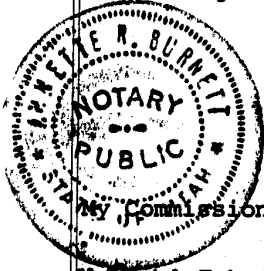
By *Emanuel A. Floor*
Emanuel A. Floor, President

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

On this 26TH day of August, 1976, personally appeared before me Emanuel A. Floor and M. Ann Sherley, who being by me duly sworn did say, each for himself, that he, the said Emanuel A. Floor is the President, and she, the said M. Ann Sherley is the Assistant Secretary of A. K. UTAH PROPERTIES, INC. and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of

BOOK 4323 PAGE 238

Directors and said Emanuel A. Floor and M. Ann Sherley each duly acknowledged to me that said corporation executed the same.



My Commission Expires:

June 23, 1977

Ronald L. Burnett
NOTARY PUBLIC
Residing at:
Salt Lake County

CONSENT OF MORTGAGEES

The undersigned, CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, MORTGAGEE, under that certain Mortgage, dated the 16th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718362, Official Records of the Salt Lake County, Utah, Recorder, and CREDIT COMMERCIAL de FRANCE, a French bank, MORTGAGEE, under that certain Second Mortgage, dated the 19th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718363, Official Records of the Salt Lake County, Utah, Recorder, the liens of which Mortgages cover the property described in the aforescribed Unit 1B and other property, hereby consent and agree that the foregoing Substituted Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 1B, may be executed and recorded and consent and agree that that portion of the property described in the above-mentioned Mortgages may be subject to and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Substituted Supplemental Declaration.

Made and executed this 30th day of August, 1976.

CONTINENTAL ILLINOIS NATIONAL
BANK & TRUST COMPANY OF CHICAGO

By Gordon H. Dick
Gordon H. Dick
Its Attorney in Fact

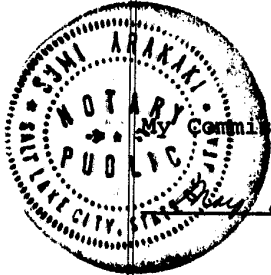
CREDIT COMMERCIAL de FRANCE

By Gordon H. Dick
Gordon H. Dick
Its Attorney in Fact

BOOK 4323 PAGE 240

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

On the 30th day of August, 1976, personally appeared before me Gordon H. Dick, who being by me duly sworn did say that he is the Attorney in Fact of CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national association, and the Attorney in Fact of CREDIT COMMERCIAL de FRANCE, a French bank, and that the foregoing Consent of Mortgagees was signed in behalf of said association and bank by authority of a Power of Attorney, and said Gordon H. Dick acknowledged to me that he as such Attorney in Fact of said association and said bank executed the same.



My Commission Expires:

August 6, 1978

Sumi Arakaki
NOTARY PUBLIC
Residing at: Salt Lake City,
Utah

BOOK 4323 PAGE 241

EXHIBIT "A"

SALT LAKE INTERNATIONAL CENTER
PLAT 1B

An Industrial Subdivision located in Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particulary described as follows:

BEGINNING at the Southwest corner of Lot 1, SALT LAKE INTERNATIONAL CENTER, Plat 1A, an Industrial Subdivision of part of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, according to the official plat thereof, said point being North 89° 58' East 2162.00 feet along the section line and South 0° 02' East 2690.29 feet from the Northwest corner of said Section 36; and running thence South 89° 58' West 727.00 feet; thence South 0° 02' East 1306.00 feet; thence North 89° 58' East 66.00 feet; thence South 0° 02' East 393.04 feet to the North right-of-way line of North Temple Street; thence North 89° 58' East 9.00 feet; thence South 84° 19' 22" East 402.00 feet; thence North 89° 58' East 1546.94 feet to a point on the boundary of said Plat 1A, which point is on a 150 foot radius curve to the right, thence northerly and northeasterly along said curve for an arc distance of 176.07 feet (central angle = 67° 15' 10"), radial bears South 22° 46' 50" East, thence North 0° 02' West 1412.37 feet to a point on a 150 foot radius curve to the right (Radial bears North 22° 42' 50" East) thence Northwesterly along said curve for an arc distance of 125.09 feet (central angle = 47° 46' 54") thence continuing along the boundary of said Plat 1A South 89° 58' West 1303.52 feet and thence North 0° 02' West 100.00 feet to the point of BEGINNING.