

3148959

Recorded **AUG 7 1978** at *1059 AM*
Request of SECURITY TITLE COMPANY
Fee Paid KATIE L. DIXON
Recorder, Salt Lake County, Utah
By *Cheryl Warrington* Deputy
Cheryl Warrington

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF
EASEMENTS, CONVENANTS, CONDITIONS AND RESTRICTIONS
OF SALT LAKE INTERNATIONAL CENTER, UNIT 5

This Declaration, made this 1ST day of August, 1978, by
A. K. Utah Properties, Inc. 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 5, which is more particularly described
in Exhibit "A" attached hereto, and by this reference incorporated
herein, hereinafter referred to as "Unit 5", and

WHEREAS, Unit 5 lies within and is a part of Salt Lake Inter-
national 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 Recorder and
said Master Declaration 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 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. To this end and for the benefit of Unit 5 and the
Owners thereof, Declarant desires to subject Unit 5 to the easements,
covenants, conditions, restrictions, charges and liens hereinafter set
forth.

186936 Charles

NOW, THEREFORE, Declarant hereby declares that Unit 5 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 5, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 5 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 5 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 5. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles shall apply to the Entire Property, including Unit 5, 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 5 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 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 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.

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 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.

BOOK 4718 PAGE 584

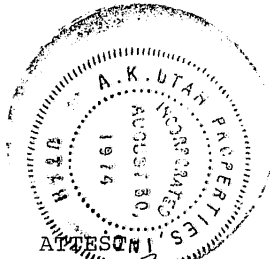
ARTICLE V

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 5, 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 5, 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.

A. K. UTAH PROPERTIES, INC.
A Utah Corporation

By Emanuel A. Floor
Emanuel A. Floor
President



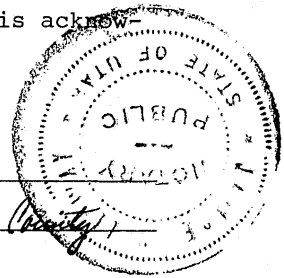
Patricia Davis
Patricia Davis
Assistant Secretary

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

On the 1st day of August, 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 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 acknowledged to me that said corporation executed the same.

Janice Holloway
NOTARY PUBLIC
Residing at: *Salt Lake County*



My Commission Expires:

July 11, 1981

BOOK 4718 PAGE 586

EXHIBIT A

The following described real property being located in the City of Salt Lake, County of Salt Lake, State of Utah:

BEGINNING at a point which lies North 89° 58' East, 56.00 feet from the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 89° 58' East, 2583.71 feet along the North line of said Section 36 to the North quarter corner of said Section 36; thence North 89° 58' East, 1371.75 feet continuing along the North line of said Section 36; thence South 0° 02' East, 213.00 feet to a point on a 73 foot radius curve, the tangent to which bears North 89° 58' East; thence Southeasterly 195.09 feet along the arc of said curve to the right, (central angle- 153° 07' 28") thence South 0° 02' East, 509.88 feet to the point of curvature to a 30 foot radius curve; thence Southeasterly 47.12 feet along the arc of said curve to the left; thence South 0° 02' East, 90.00 feet; thence South 89° 58' West, 1121.50 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 South 0° 02' East, 348.62 feet to a point on a 445 foot radius curve, the tangent to which bears South 78° 49' 25" West; thence Westerly 66.54 feet along the arc of said curve to the right, (central angle-8° 34' 02"); thence North 0° 02' West, 386.56 feet to the point of curvature to a 30 foot radius curve; thence Northwesterly 47.12 feet along the arc of said curve to the left; thence South 89° 58' West, 1296.00 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 South 0° 02' East, 387.00 feet; thence South 89° 58' West, 66.00 feet; thence North 0° 02' West, 387.00 feet to the point of curvature to a 30 foot radius curve; thence Northwesterly 47.12 feet along the arc of said curve to the left; thence South 89° 58' West, 1320.41 feet to the point of curvature to a 30 foot radius curve; thence Southwesterly 47.08 feet along the arc of said curve to the left; thence North 0° 02' 54" East, 1010.96 feet to the point of BEGINNING.

(The foregoing property description is attached as Exhibit A to that certain Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 5, executed and dated the 1st day of August, 1978)

BOOK 4718
PAGE 587