

3432160

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SALT LAKE INTERNATIONAL CENTER, UNIT 9

This Declaration, made this 7<sup>th</sup> day of May, 1980, 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 9, which is more particularly  
described in Exhibit "A" attached hereto, and by this reference  
incorporated herein, hereinafter referred to as "Unit 9", and

WHEREAS, Unit 9 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 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 the  
benefit of Unit 9 and the Owners thereof, Declarant desires to sub-  
ject Unit 9 to the easements, covenants, conditions, restrictions,  
charges and liens hereinafter set forth.

SECURITY TITLE COMPANY  
199675

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NOW, THEREFORE, Declarant hereby declares that Unit 9 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 9, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 9 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 9 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 9. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles shall apply to the Entire Property, including Unit 9, 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 9 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:

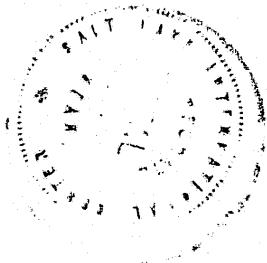
Section 2. Partial Prohibition: No portion of the Entire Property lying South of Amelia Earhart Road and West of Wright Brothers Road shall be used for any activity which substantially involves

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.

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 9, 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 9, 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  
Emanuel A. Floor, President

ATTEST:

Patricia Davis  
Patricia Davis, Asst. Sec.

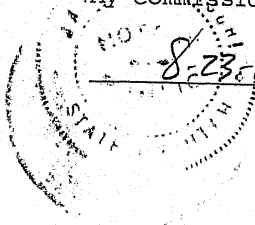
STATE OF UTAH            )  
                                  : ss.  
COUNTY OF SALT LAKE )

On the 7th day of May, 1980, 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 on 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.

Robert L. Smith  
NOTARY PUBLIC, residing at  
Cedarville, Utah

My Commission Expires:

8-23-83



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EXHIBIT "A"

The land referred to in this report is situated in the  
County of Salt Lake, State of Utah, and is described as follows:

Lots 1, 2, and 3, of Salt Lake International Center Plat 9,  
in the City of Salt Lake, County of Salt Lake, State of Utah, and being  
more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 3, Salt Lake International Center,  
Plat 2A, an industrial subdivision of part of Section 36, Township 1 North,  
Range 2 West, Salt Lake Base & Meridian, said point of beginning also being  
1708.80 feet South and 13.55 feet East of the Northwest Corner of Section 31,  
Township 1 North, Range 1 West, Salt Lake Base & Meridian, and running thence  
North 0° 16' 02" West, 30.00 feet; thence North 89° 43' 58" East 92.50 feet;  
thence North 0° 16' 02" West 346.23 feet; thence North 89° 58' East 1021.46  
feet; thence South 4° 58' 24" East 996.00 feet; thence South 89° 58' West  
481.92 feet; thence South 0° 16' 02" East 350.88 feet to a point on the arc  
of a 73.00 foot radius curve to the left; thence Westerly along the arc of  
said curve 93.83 feet (central angle equals 73° 38' 43"); thence South 89°  
58' West, 493.14 feet to the point of tangency to a 30.00 foot radius curve  
to the right; thence Northerly 47.00 feet along the arc of said curve  
(central angle equals 89° 45' 58"); thence South 0° 16' 02" East 1768.93  
feet; thence South 89° 58' West 66.00 feet; thence North 0° 16' 02" West  
2199.05 feet; thence South 89° 58' West 50.50 feet; thence North 0° 16' 02"  
West 120.21 feet; thence North 89° 58' East 12.00 feet; thence North 0° 16'  
02" West 401.50 feet to the point of BEGINNING.

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MAY 8 1980  
Recorded at 1:46 P.M.  
Request of SECURITY TITLE Co.  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
\$ 10.00 By *[Signature]* Deputy  
REF. \_\_\_\_\_

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