AMENDMENT AND SUPPLEMENT TO THE

MASTER DECLARATION OF ESTABLISHMENT OF EASEMENTS,

COVENANTS, CONDITIONS AND RESTRICTIONS OF

INTERLAKE INDUSTRIAL PARK

3899055

THIS AMENDMENT AND SUPPLEMENT to the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Interlake Industrial Park, made this _16th_ day of _September_, 1983, amends and supplements the Master Declaration of said Park which was made the 30th day of June, 1982 as follows:

WHEREAS, Interlake Co., the original Declarant for the Park, has sold any and all right, title and interest it might have had in the Park to Interlake Thrift, a Utah corporation; and

WHEREAS, the Park has not be fully developed nor sold to any other parties as lot owners; and,

WHEREAS, Interlake Thrift, presently the sole owner of the real property, desires to continue the development of the Park and desires further to supplement and amend the Master Declaration.

NOW THEREFORE, Interlake Thrift hereby declares the Master Declaration of Establishment of Easements, Covenants, Conditions and Restriction of Interlake Industrial Park to be supplemented and amended as set forth hereinafter.

1. The "Declarant" as the term is set forth in the original Master Declaration shall be amended to read Interlake Thrift, its successors and assigns.

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2. Paragraph 8.4 of the Master Declaration shall be amended such that the said paragraph shall read as follows:

"8.4 Modifications, Consents, Terminations and Amendments: Any Modification of the Development Guidelines (as set forth in Section 2.5 hereof), consent to Special Assessment (as set forth in Section 7.2 hereof), termination of this Declaration (as set forth in Section 8.3 hereof) or amendments of this Declaration shall take place only by the affirmative vote of seventy-five percent (75%) of all votes entitled to be voted. Each Owner, except Declarant, shall have one vote for each Lot owned by it. In addition, the owner or owners of the property immediately adjacent to the Park, who may by easement or other contractual interest, have access to the entry roadway to the Park and who may be bound by such easement or contract to share the assessments for the maintenance of Park, shall be entitled to one vote herein. The Declarant or its assigns, so long as it shall own the purpose of resale to third parties fifteen percent (15%) or more of the Lots, shall have votes equal to the total votes of all the Owners other than Declarant. At the time that Declarant shall own less than fifteen percent (15) of the number of Lots to be resold, Declarant shall then be limited to the number of votes represented by the number of Lots still held by Declarant. Notwithstanding any language herein to the contrary, any such modification, amendment or otherwise shall not effect the Declarant's role as Common Area Manager, unless Declarant shall so elect otherwise as provided herein. Any termination or amendments of this Declaration must be recorded."

3. Inasmuch as a portion of the Park is a forty foot access from a dedicated public street over which other third parties may pass in order to gain access to the properties along such forty foot roadway, Declarant shall have the right and power to enter into any and all necessary agreements to provide for an easement for such parties to gain access. In the event that the agreements for easements shall provide for the payment of any remuneration for the right to such easement, the Common Area Manager shall apply such remuneration or consideration for the account of the Park, and any and all assessments to the Owners set forth in the Master Declaration shall be read and interpreted to mean such amounts as are net of any consideration or renumeration provided by such third party easement holders.

4. The Declarant hereby includes the below-described parcel of real property, located in Salt Lake County, State of Utah and immediately adjacent to the Park, as a portion of the

Park, and hereby declares that such parcel shall be subject to the easements, covenants, conditions and restrictions as are set forth in the Master Declaration as though set forth therein from the date of the original Master Declaration. Such property is described as follows:

Beginning at the Northeast Corner of Lot 1, Interlake Industrial Park, said point being NORTH 89°55'43" WEST 135.81 feet and NORTH 10°34'00" EAST 50.71 feet and NORTH 80°22'45" WEST 390.00 feet from the South Quarter Corner of Section 13, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence NORTH 80°22'45" WEST 110.56 feet to the Northwest Corner of said Lot 1; thence NORTH 11°35'27" EAST 10.506 feet; thence SOUTH 80°22'45" EAST 110.199 feet; thence SOUTH 9°37'15" WEST 10.50 feet to the Point of Beginning. Containing approximately 1159 square feet.

In this regard, Interlake Thrift shall assure the transfer of such title to the Park by way of a Quit-Claim Deed from Interlake Thrift to Interlake Thrift as Declarant of Interlake Industrial Park Subdivision, as a portion of said Subdivision.

5. This Amendment and Supplemental Declaration shall not otherwise effect the terms and conditions of the Master Declaration except as provided for herein. All the remaining covenants, conditions and restrictions shall continue in full force and effect until otherwise altered, amended or terminated by the terms of the Master Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant set forth herein, has caused this Amendment and Supplement to the Master Declaration of Establishment of Easements, Covenants and Restrictions of Interlake Industrial Park to be executed by its duly authorized officer this _16th_ day of _Sept._, 1983.
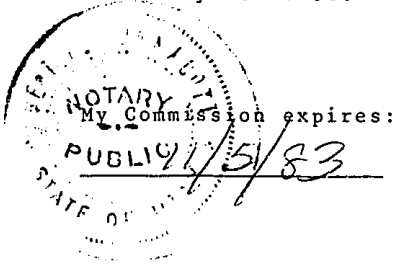
INTERLAKE THRIFT

by: _Ned C. Bell_
   President

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STATE OF UTAH        )
                     ) ss.
COUNTY OF SALT LAKE)
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On the _16th_ day of _Sept_, 1983, personally appeared before me, Ned L. Bills, who upon first being duly sworn declared to me that he is the President of Interlake Thrift and that he executed the foregoing document in said capacity having full authority to do so.

My Commission expires:

NOTARY PUBLIC

Residing at: _SLC UT_

_11/5/83_

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