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SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF EASEMENTS, CONVENANTS, CONDITIONS AND RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER, UNIT 4

This Declaration, made this 21st day of february, 1978, by

A. K. Utah Properties, Inc. a Utah corporation, hereinafter referred to as "Declarant",

WITNESSETH:

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 4, which is more particularly described in Exhibit "A" attached hereto, and by this reference incorporated herein, hereinafter referred to as "Unit 4", and

WHEREAS, Unit 4 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 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 4 and the Owners thereof, Declarant desires to subject Unit 4 to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that Unit 4 described above shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, convenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, Unit 4, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 4 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 4 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 4. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles shall apply to the Entire Property, including Unit 4, 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 4 and applicable solely to the property subject thereto.

ARTICLE III

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 4, 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 4, 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

EMANUEL A. FLOOR,

President

Assistant Secretary

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

On the <u>J/J</u> day of <u>Julius</u>, 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.

NOTARY PUBLIC Residing at:

My Commission Expires:

EXHIBIT "A"

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 City, Utah, and running thence S 89°58' West 1409.50 feet, thence N 0°02' W 1292.30 feet, thence N 89°58' E 1070.07 feet to a point on a 400 foot radius curve, (radial bears S 12°19'09" W), thence southeasterly along said curve to the right 227.92 feet, (central angle - 32°38'51"), thence N 89°58' E 34.38 feet to a point on a 425 foot radius curve (radial bears S 48°14'44" W), thence Southeasterly along said curve to the rights 309.47 feet (central angle - 41°43'16"), thence S 0°02' E 901.56 feet to the point of beginning.

* * *

(The foregoing described real property is attached to that certain Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 4 executed the 212 day of fermion, 1978, by A. K. Utah Properties, Inc.