Salt Lake International Center Suite 200 Lindberg Plaza I 221 Charles Lindberg Drive Salt Lake City, Utah 84116

## SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF EASEMENTS,

COVENANTS, CONDITIONS AND RESTRICTIONS OF

3615308

SALT LAKE INTERNATIONAL CENTER (WEST), UNIT 11

This Declaration, made this 28 day of Sphere, 1981 by SALT LAKE INTERNATIONAL CENTER, 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 (West), Plat 11, which is more particularly described in Exhibit "A" attached hereto, and by this reference incorporated herein, hereinafter referred to as "Unit 11": and

WHEREAS, Unit 11 lies within and is part of Salt Lake International Center (West) for which Declarant has made and recorded a Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (West), hereinafter referred to as the "Master Declaration", which Master Declaration was recorded December 1, 1978, as Entry No. 3205332, in Book 4780 at Page 306, of the official records of 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 of each such unit, and for the maintanance of the common areas and common facilities. To this and for the benefit of Unit 11 and the owners thereof Declarant desires to subject Unit 11 to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

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NOW, THEREFORE, Declarant hereby declares that Unit 11 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 11, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 11 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 into this 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 and said Master Declaration, such a term shall be deemed to mean Unit 6 for the purpose 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 maintanence of common areas and common facilities shall not be construed to impose or grant any additional rights, duties, obligations or assessments on Unit 11. It is Declarant's intent that the rights, duties and obligations and assessments described in said Articles shall apply to the Entire Property, including Unit 11 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 11 and applicable solely to the properties 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 the vote of the owners of the land area of Unit 11, 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 of Unit 11, 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 the official records of the Salt Lake County, Utah, Recorder.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the Supplemental Declaration be executed the day and year first above written period.

SALT LAKE INTERNATIONAL CENTER, Utah corporation

By: A. Floor, President

Patricia Oavis, Assistant Secretary On the 18th day of Newtonia, 1981, personally appeared before me Emanuel A. Floor and Patricia Davis, who being duly sworn did state that they are the President and Assistant Secretary, respectively, of Salt Lake International Center, a Utah corporation, and that the foregoing Supplemental Declaration was executed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Emanuel A. Floor and Patricia Davis acknowledged to me that said corporation executed the same.

NOTARY

PUBLIC

Ty Commission Expires:

NOTARY PUBLIC Residing at: Set Fale Lety, (17ah

#### EXHIBIT "A"

# LEGAL DESCRIPTION FOR SALT LAKE INTERNATIONAL CENTER PLAT 11

Real Property situated in the County of Salt Lake, State of Utah and described as follows:

Lots 1 to 5 proposed plat of Salt Lake International Center Plat 11 and described as follows:

A Parcel of land located in the North 1/2 of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point which lies 1324.74 feet South and 57.12 feet West of the Northeast corner of said Section 35, said point being the point of Coincidence of the North side of a Salt Lake Garfield and Western Railroad and the West side of 5600 West rights-of-way; thence South 89°47'10" West, 3072.03 feet; thence North 0°02'54" East, 466.44 feet; thence South 89°57'06" East, 66.00 feet to the point of curvature to a 30.00 foot radius curve (central angle equals 90°15'44") radial bears North 89°57'06" West; thence Easterly 47.26 feet along the arc of said curve to the left; thence North 89°47'10" East, 2038.58 feet; thence North 89°27'10" East, 262.24 feet; thence North 89°47'10" East 645.22 feet to the point of tangency on a 30.00 foot radius curve (central angle equals 89°44'10"); thence Northerly 46.99 feet along the arc of said curve to the left; thence South 0°02'54" West 467.39 feet to the point of BEGINNING.

The following description is the mathematical equivalent of the preceding description with all description terms correctly converted to the description terms of the Utah State Plane - Rectangular Coordinate System.

BEGINNING at a point which lies 1328.27 feet South and 62.46 feet West of the Northeast corner of said Section 35 said point being the North line of a 100.00 foot Salt Lake Garfield and Western Railroad right-of-way thence along said line North 89°58'59" West, 3071.51 feet; thence North 0°16'45" East, 466.37 feet; thence South 89°43'15" East, 65.99 feet to the point of curvature to a 29.99 foot radius curve (central angle equals 90°15'44"); thence Easterly 47.25 feet along the arc of said curve to left; thence South 89°58'59" East, 2038.40 feet; thence North 89°41'02" East 262.02 feet; thence South 89°58'59 East, 645.11 feet to the point of tangency on a 29.99 foot radius curve (central angle equals 89°44'16"); thence Northerly 46.98 feet along the arc of said curve to the left ot a point on the West right-of-way line of Eddie Rickenbacker Drive (5600 West); thence along said right-of-way line South 0°16'45" West, 467.31 feet of to the BEGINNING. point

