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WHEN RECORDED, RETURN TO:

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RICHARD T. MAUGHAN
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AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE
DAKAR CONDOMINIUMS

Pursuant to the provisions of Section 19 of that certain Declaration of Condominium for the Dakar Condominiums, made April 21, 2008, by DGS Investments, LLC, a Utah limited liability Company, and recorded on June 16, 2008 as entry No. 2372780 at Book 4555 Pages 427-451 of the official records of the County Recorder of Davis County, State of Utah (the "**Declaration**"), regarding that certain property described on **Exhibit A** hereto, the Declarant (as defined in the Declaration) of the Dakar Condominium Association, Inc. (the "**Association**"), hereby amends the Declaration by this Amendment (this "**Amendment**"), effective for all purposes as of June 11, 2010.

RECITALS

WHEREAS, Section 19 of the Declaration permits holders of the majority of the Total Votes of the Association to amend the Declaration;

WHEREAS, the Declarant, as a Member of the Association, holds at majority of the Total Votes of the Association; and

WHEREAS, the Declarant now desires to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

AMENDMENT

1. **Certain Definitions.** Capitalized terms and other defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. **Section 10(a).** Section 10(a) of the Declaration is hereby amended to read in its entirety as follows:

Declarant hereby reserves an easement throughout the Project and all portions thereof for a period of ten (10) years from the recording of this Declaration for the purpose of completing all improvements contemplated by this Declaration and the Plat; *provided however*, that (i) Declarant reserves no such easement with respect to Unit 209A, and (ii) Declarant shall provide at least thirty (30) days prior written notice to all of the Owners of any anticipated interference to the Common Areas caused by Declarant's planned construction activities.

3. Section 10(c). Section 10(c) of the Declaration is hereby amended to read in its entirety as follows:

There is hereby established a period of Declarant control of the Association during which period Declarant or persons designated by it shall have the authority to appoint officers and members of the Board. The period of Declarant control shall terminate the earlier of: (a) eight (8) years from and after the initial recording of this Declaration; or (b) after conveyance of Units to which two-thirds of the Interests appertain.

4. Section 11(l). Section 11(l) of the Declaration is hereby added as follows:

For so long as a Subway restaurant shall be operated by a Member (or a tenant of a Member) of the Association in Unit 209A, no restaurant that serves deli sandwiches as its principal menu offering shall be permitted to operate on the Property. Notwithstanding the foregoing, the current tenant known as "Marijas" is hereby explicitly exempted from the restrictions of this Section 11(l).

5. Section 12(b). Section 12(b) of the Declaration is hereby amended to read in its entirety as follows:

To engage the services of the Manager, accountants, attorneys, or other employees or agents to pay to said persons a reasonable compensation therefore; *provided however*, that for so long as the Declarant serves as the Manager, the Board shall not have the authority to pay the Manager a management fee that is greater than the amount of the Manager's actual expenses incurred in providing management services hereunder plus ten percent (10%) thereof.

6. Section 19. Section 19 of the Declaration is hereby amended to read in its entirety as follows:

AMENDMENT. Except as otherwise provided in this Declaration or by the Act, the provisions of this Declaration may be amended only by the affirmative vote or written assent of at least sixty-six and two-thirds percent (66 2/3%) of the Total Votes of the Association. The percentage of votes necessary to amend a specific clause in this Declaration shall not be less than the percentage of affirmative votes or written assents required for action to be taken under that clause. Any amendment shall be evidenced by an instrument containing a certification from an officer of the Association designated for that purpose, or in the absence of such designation, by the President of the Association that the appropriate consent has been obtained, and shall be duly recorded with the Recorder. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves as long as it has any interest hereunder, and the Association shall thereafter have, the right, unilaterally and without the approval or consent of any other Owner or Mortgagee (or, as to Developer, the Association), to amend any provisions of this Declaration to comply with the then existing statutes, regulations or other requirements of the Utah Department of Commerce- Real Estate Division or any other federal, state or local regulatory authority affecting the Project. Also notwithstanding

anything to the contrary contained or implied herein, as long as Declarant owns any Unit, Declarant shall have the right, unilaterally and without the approval or consent of any other Owner or Mortgagee or the Association, to amend this Declaration and the Plat to further divide and/or adjust the boundary lines between any Units owned by Declarant and alter the dimensions and interior elements and configuration thereof. Declarant shall also have, as long as it has any interest in the Property, the right, unilaterally and without the approval or consent of any other Owner or Mortgagee or the Association, to amend and/or supplement the Flat and/or Declaration to correct any technical errors, clarify any provision to more fully express the intent of the Declarant for development and management of the Project and/or alter the Common Areas and Facilities, including, without limitation, adding, removing and otherwise modifying such access points to the Project as Declarant may deem appropriate, provided that such actions comply with applicable governmental regulations.

7. Section 20(g). Section 20(g) of the Declaration is hereby added as follows:

Notwithstanding anything to the contrary herein, the Association shall not make any regular or special assessments against the Owner of Unit 209A (so long as the Owner of such Unit 209A is 440 N Main Partners, LLC ("440 N"), and/or an affiliated or related entity of such entity, relating to certain Common Expenses, as further set forth in Addendum No. 1 to that certain Commercial Real Estate Purchase Contract dated June 11, 2010 between Declarant and 440 N, on file with Declarant and 440 N.

8. Exhibit B. Exhibit "B" of the Declaration is hereby amended to read in its entirety to read as set forth on Exhibit B attached hereto.

9. Effectiveness. Except as modified hereby, the Declaration shall remain in full force and effect. On and after the effectiveness of this Amendment, each reference in the Declaration to the "Declaration," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Declaration, as amended by this Amendment. If there is any inconsistency between the Declaration on the one hand, and this Amendment on the other hand, then this Amendment shall control.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed as of the Effective Date.

DECLARANT:

DGS INVESTMENTS, LLC, a Utah limited liability company

By: [Signature]
Name: Greg Stuart
Title: Manager

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of June, 2010, by Greg Stuart a Manager of DGS Investments, LLC, a Utah limited liability company, on behalf of DGS Investments, LLC.

Witness my hand and official seal.

My commission expires: May 13, 2014

[Signature]
Notary Public

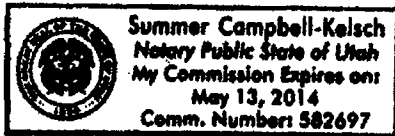


EXHIBIT A

BEGINNING AT A POINT THAT IS NORTH 89°19'22" EAST 39.29 FEET AND NORTH 00°40'26" WEST 17.71 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°40'26" EAST 17.71 FEET; THENCE SOUTH 89°19'22" WEST 4.63 FEET; THENCE SOUTH 00°16'20" EAST 201.56 FEET; THENCE SOUTH 05°23'15" WEST 63.59 FEET; THENCE NORTH 89°56'00" EAST 193.00 FEET; THENCE NORTH 282.41 FEET; THENCE WEST 183.57 FEET TO THE POINT OF BEGINNING.

EXHIBIT BEXHIBIT "B"

DAKAR CONDOMINIUMS MEMBERSHIP INTEREST

<u>Unit No.</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
209A	1,437	10.50%
210A	2,429	17.75%
211A	3,960	28.93%
213	1,965	14.36%
214	1,965	14.36%
215	1,930	14.10%
TOTAL	13,686	100%