

12088655
07/10/2015 09:38 AM \$62.00
Book - 10342 Pg - 820-823
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MREC DAI SANTORINI LLC
1099 WEST SOUTH JORDAN PARKWAY
SOUTH JORDAN UT 84095
BY: TRA, DEPUTY - WI 4 P.

WHEN RECORDED, MAIL TO:

MREC DAI Santorini LLC
1099 West South Jordan Parkway
South Jordan, UT 84095

**CERTIFICATE OF AMENDMENT
FOR SANTORINI VILLAGE**
(Expansion of Santorini Village to Add All of Phase 2)

THIS CERTIFICATE OF AMENDMENT FOR SANTORINI VILLAGE (this "*Certificate of Amendment*") is made and executed effective as of the 7 day of July, 2015, by MREC DAI SANTORINI LLC, a Delaware limited liability company, with an address of 1099 West South Jordan Parkway, South Jordan, Utah 84095 ("*Declarant*").

RECITALS

A. Declarant previously recorded that certain Amended & Restated Declaration of Covenants, Conditions Easements and Restrictions for Santorini Village (the "*Declaration*") on December 20, 2013, as Entry No. 11778509, in Book 10200, at Page(s) 6092 *et seq.*, of the Official Records of the Salt Lake County, Utah Recorder. The Declaration subjects the Santorini Village development project to certain covenants, conditions and restrictions. Capitalized terms not otherwise defined in this Certificate of Amendment shall have the meaning ascribed to such terms in the Declaration.

B. Article XVI of the Declaration grants Declarant the right to expand Santorini Village at any time and from time to time by adding to Santorini Village the Additional Land (as defined in the Declaration), or a portion or portions thereof, by recording a Certificate of Amendment containing the information required under Section 16.3 of the Declaration. Furthermore, Section 18.3 of the Declaration grants Declarant the right to unilaterally amend the Declaration for certain purposes.

C. Declarant is the owner of all of that certain real property located in South Jordan City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "*Phase 2 Property*"). Pursuant to this Certificate of Amendment, Declarant is annexing the Phase 2 Property to Santorini Village, such that the provisions of the Declaration shall run with the land and be binding upon and inure to the benefit of all persons who hereafter become the Owner of any Lot, Parcel and/or other interest in the Phase 2 Property. Accordingly, this Certificate of Amendment supplements the Declaration as contemplated in Section 16.3 of the Declaration.

DECLARATION

1. Definitions. The term "Additional Land", as defined in Section 1.1 of the Declaration, is hereby amended by Declarant by deleting such definition, and by inserting the following in lieu thereof:

"Additional Land" shall consist of any real property located adjacent to any portion of the property described in Exhibit A (or adjacent to property which may be annexed as part of the Property pursuant to Article XVI of this Declaration), which may be acquired by Declarant from time to time and annexed pursuant to Article XVI of this Declaration.

2. Annexation of Phase 2 Property. Declarant for itself, its successors, and assigns, hereby confirms that all of the real property, residential dwellings, utilities, streets and other improvements (now existing or hereafter constructed or installed) located on or providing any access and service to the Phase 2 Property be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration, and that the provisions of the Declaration and this Certificate of Amendment shall run with the land and be binding upon all persons who hereafter become the Owner of any Lot, Parcel and/or other interest in the Phase 2 Property. Furthermore, Owners of Lots or Parcels within the Phase 2 Property shall be Members of the Association.

3. Incorporation; Amendment. Declarant hereby incorporates by reference the covenants, conditions and restrictions in the Declaration, as if repeated and fully set forth herein. Furthermore, Declarant hereby amends the Declaration to the extent necessary to reflect the expansion of Santorini Village to include the Phase 2 Property.

4. Severability. Any determination by any court of competent jurisdiction that any provision of this Certificate of Amendment is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

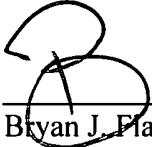
IN WITNESS WHEREOF, Declarant has executed this Certificate of Amendment effective as of the date stated above.

DECLARANT:

MREC DAI SANTORINI LLC, a Delaware limited liability company

By: Santorini Village, LLC, a Utah limited liability company, its Manager

By: DAI Managers, LLC, a Utah limited liability company, its Manager

By:  _____
Bryan J. Flamm, Manager

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

The foregoing instrument was acknowledged before me this 7 day of July, 2015, by Bryan J. Flamm, a Manager of DAI Managers, LLC, a Utah limited liability company, the manager of Santorini Village, LLC, a Utah limited liability company, the Manager of MREC DAI Santorini LLC, a Delaware limited liability company.

Denise Pauline Cassidy
Notary Public

My Commission Expires:

7-10-17

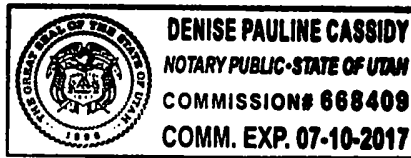


Exhibit A

Phase 2 Property

All of Santorini Village Phase 2, according to the Official Plat thereof, on file in the Salt Lake County Recorder's Office, State of Utah.