

WHEN RECORDED, RETURN TO:

Mayflower Lakeside Development, LLC  
Attention: Lee Burbidge  
7135 S. Highland Drive, Suite 203  
Salt Lake City, UT 84121

**FIRST AMENDMENT  
TO  
DECLARATION OF CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM  
(BUILDING 6)**

**(To Make Certain Technical Edits)**

This First Amendment to Declaration of Conditions, Easements and Restrictions for Mayflower Lakeside Village Condominium (Building 6) (“**First Amendment**”) is hereby executed as of the 22 day of September, 2021 (“**Effective Date**”) by Mayflower Lakeside Development, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

A. Declarant is the developer of that certain condominium project located in Wasatch County, Utah, commonly known as Mayflower Lakeside Village Condominium (“**Mayflower**”).

B. That certain Declaration of Conditions, Easements and Restrictions for Mayflower Lakeside Village Condominium (Building 6) was recorded in the Office of the Wasatch County Recorder on August 12, 2021 as Entry No. 505489, Book 1369, at Page 1691-1761 (the “**Declaration**”) covering the real property and improvements situated in Wasatch County, Utah, as more particularly described therein and in Schedule “A” attached hereto and incorporated here by this reference.

C. Section 19.2 of the Declaration permits Declarant to unilaterally amend the Declaration at any time and from time to time: (i) if such Amendment is necessary to bring any provision into compliance with an applicable governmental statute, ordinance, rule or regulation or judicial determination which shall be in conflict therewith; (ii) to make technical corrections to fix mistakes or remove/clarify ambiguities; (iii) if such Amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Project or any Unit; or (iv) if such Amendment is necessary in connection with Declarant’s exercise of any of its Developmental Rights. Further, prior to the expiration of the Declarant Control Period, Declarant may unilaterally amend this Condominium Declaration or the other Condominium Documents for any other purpose without the consent of any affected Owner, so long as any such Amendment does not materially adversely affect title to any property.

D. Accordingly, pursuant to Section 19.2 of the Declaration, Declarant hereby exercises its unilateral right to amend the Declaration for the purposes set forth and described in this First Amendment.

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

**AMENDMENT**

1. Incorporation of Recitals and Definitions. The foregoing Recitals are incorporated into and made a part of this First Amendment. Capitalized terms in this First Amendment, unless otherwise defined herein, shall have the meaning given to them in the Declaration.

2. Amendment to Section 3.1. Section 3.1 is hereby amended and restated in its entirety as follows:

The Property on which the Building, Units and improvements are located is situated in Wasatch County, Utah and more particularly described as follows:

**A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT ON THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH 00°07'04" WEST ALONG THE WEST SECTION LINE OF SECTION 19, 892.83 FEET, FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;**

**THENCE ALONG THE WEST SECTION LINE OF SECTION 19, NORTH 00° 07' 04" WEST, 215.04 FEET;**

**THENCE, SOUTH 70° 26' 54" EAST FOR A DISTANCE OF 263.18 FEET TO A POINT ON NORTHWEST RIGHT OF WAY FOR HELLING CIRCLE BEING ON A NON-TAGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 198.00;**

**THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 48' 56" AN ARC DISTANCE OF 37.38 FEET CHORD BEARS SOUTH 21° 11' 05" WEST 37.32 FEET TO A POINT OF TANGENCY;**

**THENCE CONTINUING ON SAID RIGHT OF WAY, SOUTH 15° 46' 37" WEST FOR A DISTANCE OF 95.33;**

**THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89° 52' 56" WEST FOR A DISTANCE OF 208.16 FEET TO THE POINT OF BEGINNING**

**CONTAINS 0.91 ACRES, MORE OR LESS.**

3. Amendment to Sections 20.1.7, 25, and 28. Sections 20.1.7, 25, and 28 are hereby amended in part by replacing all references therein to "5320 South 900 East, Suite 230, Murray, Utah 84117" with "7135 S. Highland Drive, Suite 203, Salt Lake City, Utah 84121."

4. Amendment to Declaration Exhibits. Exhibit B, Exhibit C, and Exhibit D of the Declaration are hereby deleted in their entirety and replaced with the Exhibit B, Exhibit C and Exhibit D attached hereto and incorporated herein by this reference.

5. Declaration Remains in Effect. This First Amendment shall be considered supplemental to the Declaration. Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this First Amendment.

6. Authority. Declarant hereby certifies that Declarant may execute this First Amendment without the signature of any other party pursuant to its rights under Section 19.2 of the Declaration.

*[Signature Page Follows]*

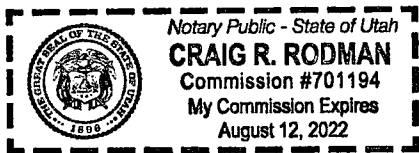
IN WITNESS WHEREOF, this First Amendment is hereby executed as of the Effective Date.

Mayflower Lakeside Village, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Lee Burbidge  
Its: Managing Member

STATE OF Utah )  
  :SS.  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me this 22 day of September, 2021, by Lee Burbidge, the Managing Member of Mayflower Lakeside Village, LLC, a Utah limited liability company.



\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Paria City, UT

My Commission Expires:  
8/12/2022

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

**MAYFLOWER LAKESIDE VILLAGE EXPANDABLE CONDOMINIUM PLAT 1D LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH 00°07'04" WEST ALONG THE WEST SECTION LINE OF SECTION 19, 892.83 FEET, FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

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THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89° 52' 56" WEST FOR A DISTANCE OF 208.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.91 ACRES, MORE OR LESS.

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UNITS 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303 AND 304, MAYFLOWER LAKESIDE VILLAGE EXPANDABLE CONDOMINIUM PLAT, PHASE 1D, A UTAH CONDOMINIUM PROJECT, TOGETHER WITH AN APPURTENANT UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AND FACILITIES OF THE PROJECT, AS THE SAME ARE IDENTIFIED AND ESTABLISHED IN THE RECORD OF SURVEY MAP RECORDED AUGUST 12, 2021, AS ENTRY NO. 505488 AND IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM (BUILDING 6), RECORDED AUGUST 12, 2021, AS ENTRY NO. 505489, IN BOOK 1369, AT PAGE 1691, IN THE WASATCH COUNTY RECORDER'S OFFICE.

**EXHIBIT C**  
**CONDOMINIUM ASSOCIATION BYLAWS**

## BYLAWS

### MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM OWNERS ASSOCIATION (BUILDING 6), INC.

The administration of Mayflower Lakeside Village Condominium Owners Association (Building 6), Inc. ("Condominium Association") shall be governed by the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code Annotated) ("Nonprofit Act"), the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated) ("Condominium Act") together with the Nonprofit Act, the "Applicable Law", the Declaration of Conditions, Easement and Restrictions for Mayflower Lakeside Village Condominium (Building 6) recorded in the Office of the Wasatch County Recorder, State of Utah ("Declaration"), the Articles of Incorporation of Mayflower Lakeside Village Condominium Owners Association (Building 6), Inc. ("Articles") and these Bylaws (collectively the "Condominium Governing Documents") as amended from time to time. Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Declaration or Master Declaration.

#### ARTICLE I BYLAWS APPLICATION

All present and future Owners, Mortgagees, lessees and occupants of Units and their employees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Master Documents, Condominium Declaration, these Bylaws and all rules and regulations made pursuant hereto and any amendments hereof (collectively the "Governing Documents"). The acceptance of a deed or conveyance of a Unit, or the occupancy of any Unit, shall constitute an agreement that the provisions of the Governing Documents, as they may be amended from time to time, are accepted, ratified and will be complied with.

#### ARTICLE II MANAGEMENT COMMITTEE

2.1 The management and maintenance of the Project and the administration of the affairs of the Condominium Association shall be conducted by the Management Committee initially consisting of three (3) members, which may be increased to no more than nine (9) persons. The initial Management Committee shall be appointed by Declarant.

2.2 The Declaration establishes a Declarant Control Period of the Condominium Association, during which period Declarant or persons designated by it have authority to appoint and remove the officers of and Directors on the Management Committee. The Declarant Control Period shall terminate as set forth in the Declaration.

2.3 Within one hundred eighty (180) days following the termination of the Declarant Control Period, the Owners shall elect a Management Committee of three (3) but not more than five (5) Directors. The Directors and officers of the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Condominium Association shall elect Directors to fill those positions becoming vacant at such meeting, pursuant to the terms of this Article II and Applicable Law.



2.4 At least thirty (30) days prior to each annual meeting of the Condominium Association, the Management Committee shall elect from the Owners a nominating committee of not less than three (3) members. The Management Committee may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Management Committee. The nominating committee shall recommend to the Condominium Association at least one nominee for each position on the Management Committee to be filled at that particular annual meeting. Nominations for positions on the Management Committee may also be made by petition filed with the Secretary of the Condominium Association at least seven (7) days prior to the annual meeting of the Condominium Association, which petition shall be signed by one (1) or more Owners and the nominee named therein indicating his or her willingness to serve as a Director on the Management Committee, if elected.

2.5 Voting for the Management Committee shall be by secret ballot (which may be delivered electronically as directed by the Management Committee). At any meeting of the Condominium Association, each Owner, either in person or by proxy, shall be entitled to the number of votes set forth in the Declaration for each Unit owned. If there are multiple positions to be filled at a single time, Owners may not cumulate votes. The positions on the Management Committee shall be as follows: President, Vice President, and Secretary-Treasurer. The initial Directors on the Management Committee shall be the following persons and each shall hold the office indicated:

Lee Burbidge	President
Bret Burbidge	Vice President
Amy Burbidge	Secretary-Treasurer

2.6 Directors shall serve as follows:

(a) Directors shall serve for terms of two (2) years beginning immediately upon their election by the Condominium Association; provided, however, that the Directors elected at the first annual meeting following the termination of the Declarant Control Period to the positions of Vice President and Secretary-Treasurer shall serve for initial terms of one (1) year, and the Director elected to the office of President shall serve for an initial term of two (2) years. If there are more than three Directors elected at the first annual meeting following the termination of the Declarant Control Period, approximately one-half of the additional Directors elected shall serve for one (1) year terms and the other half shall be elected to two (2) year terms. Thereafter, all Directors elected shall serve for two-year terms. The Directors shall serve until their respective successors are elected, or until death, resignation, or removal, whichever occurs first.

(b) Any Director on the Management Committee who fails to attend three (3) consecutive Management Committee meetings or fails to attend at least twenty-five percent (25%) of the Management Committee meetings held during any fiscal year shall be deemed to have tendered his or her resignation, and upon acceptance by the Management Committee his or her position shall be vacant.

2.7 Any Director may resign at any time by giving written notice to the President of the Condominium Association or to the remaining Management Committee Directors. The Owners, by a two-thirds (2/3) vote, either at a meeting of such Owners, or by written consent, may remove any Director with or without cause, other than a Director appointed by Declarant during the Declarant Control Period.

2.8 If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee Director, the Management Committee Directors then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee Directors then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee Director by the Condominium Association may be filled by election at the meeting at which such Management Committee Director is removed or any subsequent regular or special meeting of the Condominium Association. A vacancy resulting from a removal shall only be filled by the vote or written consent of a majority of the votes of the Condominium Association entitled to vote for that Director.

2.9 The Directors shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the Total Votes of the Condominium Association; provided, however, that Directors shall be reimbursed by the Condominium Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Management Committee. Any Director may be employed by the Condominium Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all Directors not including the Director to be employed.

2.10 The Management Committee, for the benefit of the Project and the Condominium Association, shall manage the business, property and affairs of the Project and the Condominium Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective ten (10) days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Declaration, the Articles and these Bylaws.

2.11 The meetings of the Management Committee shall be held annually at such times and places within the Project, or some other reasonable and suitable location in Wasatch County, unless a meeting at another location would significantly reduce the cost to the Condominium Association and/or the inconvenience to Management Committee Directors, as the Management Committee shall determine. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. Directors may participate in all Management Committee meetings by means of telephonic conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and by any other means permitted under Utah law. Such participation shall constitute presence in person at the meeting. The Management Committee shall annually elect all of the officers of the Condominium

Association. The election of officers shall be conducted at the first meeting of the Management Committee held subsequent to the annual meeting of the Condominium Association.

2.12 Written notice of the time and place of Management Committee meetings shall be posted at a prominent place or places within the Project not less than ten (10) days prior to the meeting. Notice of Management Committee meetings shall also be given by e-mail to Owners who have requested such notice at least forty-eight (48) hours before the meeting.

2.13 Special meetings of the Management Committee may be called by written notice signed by any two (2) Directors of the Condominium Association. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Wasatch County unless a meeting at another location would significantly reduce the cost to the Condominium Association and/or inconvenience to the Directors of the Condominium Association. Written notice of any special meeting shall be posted in a manner prescribed for notice of regular meetings of the Management Committee and shall be sent to all Directors of the Condominium Association not less than forty-eight (48) hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any Director signing a waiver of notice or a written consent to the holding of such meeting either before or after the time and date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. The Condominium Association must also provide written notice of a Management Committee meeting to each Owner who requests such notice. Notice under this Section shall be provided via email to the email address provided by the Owner requesting notice. The notice must include the time, date, and location of the Management Committee meeting and must be given at least forty-eight (48) hours before the Management Committee meeting. Additionally, if a Director may participate in the meeting by means of telephonic or electronic communication, written notice under this Section must provide the information necessary to allow the Owner to participate by the available means of communication. Notice under this Section is not required if: (a) notice of the Management Committee meeting is included in a meeting schedule that is previously provided to the Owner; or (b) the Management Committee meeting is to address an emergency, and each Management Committee member receives notice of the meeting less than forty-eight (48) hours before the meeting is to be held.

2.14 Notices of all regular Management Committee meetings shall be given in writing or electronically to each Director of the Condominium Association not less than thirty (30) days nor more than sixty (60) days prior to the meeting, provided that this requirement shall not apply to any Director who has signed a waiver of notice or a written consent to the holding of a meeting.

2.15 The Directors shall act only as a Management Committee, and individual Management Committee Director shall have no powers as such. All meetings of the Management Committee shall be open to Owners and the Management Committee shall provide each Owner a reasonable opportunity to offer comments related to the matters discussed or to be discussed at the meeting, provided that the Management Committee may limit such comments to one specific time period during the meeting. The Management Committee may, with the approval of a majority of a quorum of its Directors, adjourn the meeting and reconvene in a

closed executive session to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiations including the review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; discuss a delinquent assessment or fine; or similar orders of business. The general nature of any and all business to be considered in closed executive session shall first be announced in open session.

2.16 Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if one or more consents in writing, setting forth the action so taken, are signed by all Directors and such signed consents are filed with the records of the Condominium Association. To take action by written consent, such consent must be signed by each Director indicating either: (a) a vote in favor of the action; or (b) a vote against the action or abstaining from voting on the action as well as a waiver of the right to demand that action not be taken without a meeting. Action may be taken under this Section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting where all Directors were present. The consents of Directors may be sent to the Condominium Association by electronic transmission including facsimile, text message, email, or other form of wire or wireless communication providing a complete copy of the document, including a copy of the signature of the Directors.

2.17 After the election of the Directors on the first Management Committee following termination of the Declarant Control Period, Declarant may execute, acknowledge and record an affidavit stating the names of the Directors of the newly elected Management Committee. Thereafter, any two (2) persons who are designated of record as being Directors on the most recent Management Committee, whether or not they shall still be Directors, may execute, acknowledge and record an affidavit stating the names of all of the Directors on the then current Management Committee. The most recently recorded evidence or copy of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent Directors on the Management Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

2.18 The fiscal year shall be determined by the Management Committee. In the absence of a Management Committee determination, the fiscal year shall be the calendar year.

2.19 When a Director is sued for liability for actions undertaken in his or her role as a Director on the Management Committee, the Condominium Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Condominium Association is no longer liable for the cost of defense, and may recover costs already expended from the Director on the Management Committee who so acted. Directors are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Condominium Association, but may be recovered from persons whose activity gave rise to the damages.

2.20 An officer, employee, agent or director of a corporate Owner of a Unit, a Director or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, a member of a limited liability company that owns a Unit, a fiduciary of an estate that owns a Unit, and any representative of Declarant may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer of or Director on the Management Committee is not the record Owner, he or she shall file proof of authority in the records of the Condominium Association.

2.21 The Management Committee or the officers appointed thereby may delegate to the Common Area Manager, or such other persons as it so determines, all of the duties and obligations of the Management Committee set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

2.22 The Management Committee or the officers appointed thereby reserve the right to make whatever tax and other elections which they deem necessary, including but not limited to, filing as a tax exempt entity under Section 528 of the Internal Revenue Code.

2.23 During the Declarant Control Period, Declarant shall have a right to disapprove any action, policy or program of the Condominium Association, the Management Committee and any committee which, in the sole and exclusive judgment of Declarant, would tend to impair rights of Declarant or any affiliate of Declarant under the Declaration or these Bylaws, or interfere with development, construction of any portion of the Project, or diminish the level of services being provided by the Condominium Association. No such action, policy or program shall become effective or be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Condominium Association, the Management Committee or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Condominium Association, as it may change from time to time, which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives or agents shall make their concerns, thoughts, and suggestions known to the Management Committee and/or the members of the subject committee. Declarant shall have and is hereby granted an exclusive right to disapprove any such action, policy, or program authorized by the Condominium Association, the Management Committee or any committee thereof, if the approval of the Management Committee, any committee, or the Condominium Association is necessary for such action. This right may be exercised by Declarant, its successors, assigns, representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provision thereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Management Committee, any committee, or the Condominium

Association. Declarant shall not use its right to disapprove to reduce the level of services which the Condominium Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

2.24 At any meeting of the Condominium Association, each Owner of a Unit, including Declarant, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Unit as set forth in Exhibit A of the Condominium Declaration. The voting rights appurtenant to each Unit shall vest upon execution and Recording of the Condominium Declaration.

2.25 Any Owner may attend meetings of the Master Association but only the president of the Condominium Association or his or her designee shall cast votes therein appertaining to the Condominium Association's membership in the Master Association for and on behalf of all of the Owners.

### **ARTICLE III MEETINGS OF THE CONDOMINIUM ASSOCIATION**

3.1 The first meeting of the Condominium Association shall be held within one year after the closing of the sale of the first Unit sold in the Project. Thereafter, there shall be an annual meeting of the Condominium Association held at the Project or at a meeting place reasonably close thereto, at the date and time selected by the Management Committee.

3.2 Special meetings of the Condominium Association may be called by Declarant, the President, a majority of the Management Committee, or Owners representing at least forty percent (40%) or more of the Total Votes of the Condominium Association and may be held at the Project or at a meeting place reasonably close thereto, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by Declarant, a majority of the Management Committee or by Owners representing at least forty percent (40%) or more of the Total Votes of the Condominium Association, which shall be delivered not less than fifteen (15) days prior to the date fixed for said meeting, to each Owner in the manner described in Section 3.3 below.

3.3 Notice of the annual meeting of the Condominium Association and of any special meetings of the Condominium Association shall be hand delivered, sent by electronic transmission, or sent by first-class or certified mail, no fewer than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting to each Owner of record at such Owner's address as shown in the records of the Condominium Association or to any other mailing address designated in writing by the Owner. Consent to electronic notice is deemed granted in the event an Owner provides an e-mail address to the Condominium Association. Such notice shall specify the place, date and hour of the meeting and a description of any matters that must be approved by the Owners for which the Owners' approval is sought at such meeting. The notice of a special meeting shall also include a description of the purposes for which the meeting is called. If any annual or special meeting of the Owners is adjourned to a different date, time or place, notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. Notwithstanding the foregoing sentence, if

the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed pursuant to these Bylaws or applicable law, notice of the adjourned meeting must be given pursuant to the requirements of this Section 3.3 to Owners entitled to vote at the meeting.

3.4 Except as otherwise provided in these Bylaws or the Declaration, the presence in person or by proxy of Owners holding forty percent (40%) or more of the Total Votes of the Condominium Association at any meeting of the Condominium Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at a Condominium Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Owners in the manner prescribed for regular meetings of the Condominium Association. At any special meeting of the Condominium Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Unless otherwise expressly provided in the Nonprofit Act, the Declaration and these Bylaws, any action may be taken at any meeting of the Owners upon a majority vote of the Owners who are present in person or by proxy.

3.5 Any or all of the Owners may participate in an annual, regular, or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting.

3.6 In the event of a procedural dispute, Robert's Rules of Order (latest edition) shall govern the conduct of the Condominium Association's meeting when not in conflict with the Declaration or these Bylaws.

3.7 Any action that may be taken at any regular or special meeting of the Condominium Association may be taken without a meeting if the following requirements are met:

(a) A written or electronic ballot is distributed to every Owner entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Owner to return the ballot to the Condominium Association.

(b) The number of votes cast by ballot within the specified time under Section 3.7(a) equals or exceeds the quorum required to be present at a meeting authorizing the action.

(c) The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

(d) The written ballot distributed to Owners affords an opportunity for the Owner to specify a choice between approval and disapproval of each order of business proposed

to be acted upon by the Condominium Association and further provides that the vote of the Owners shall be cast in accordance with the choice specified.

3.8 At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy. For any Unit owned by more than one Owner, all of the Owners of such Unit may sign a certificate designating one of the co-Owners as the Owner authorized to cast the votes appurtenant to such Unit. In such event, the Management Committee may rely on such certificate as being sufficient evidence of the authority of the Owner casting the votes appurtenant to such Unit. In the absence of such a certificate, if only one of several Owners of a Unit is present at a meeting of the Condominium Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one of the Owners of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the votes allocated to the Unit owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Unit. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner (or all of the Owners of a Unit if there is more than one Owner) or by its attorney (or all of the Owner's attorneys if there is more than one Owner) thereunto duly authorized in writing. The instrument authorizing the proxy to act shall be delivered, at the beginning of the meeting, to the Secretary of the Condominium Association, or such other officer or person who may be acting as the Secretary at the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Condominium Association. A proxy is void if it is not dated or purports to be revocable without notice.

3.9 Minutes of the annual and special meetings of the Condominium Association shall be distributed to each Owner within a reasonable time after the meeting.

3.10 The rights and obligations of any Owner shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Unit, and then only to the transferee of ownership of the Unit. A transfer of ownership of a Unit may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Unit shall operate to transfer the membership in the Condominium Association appurtenant to said Unit to the new Owner thereof. Each transferee shall notify the Condominium Association of his, her or its purchase of a Unit. A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded; the Management Committee shall thereafter be given written notice of such change and provided satisfactory evidence thereof.

3.11 Any or all of the Owners may participate in any annual, regular, or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting.



## **ARTICLE IV OFFICERS**

4.1 All officers and employees of the Condominium Association shall serve at the will of the Management Committee. So long as there are three (3) Directors on the Management Committee, the officers shall be a President, a Vice Presidents, and a Secretary-Treasurer. The Management Committee may appoint additional Vice Presidents and such other assistant officers as the Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Condominium Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Condominium Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He or she shall sign, and the Secretary shall witness, on behalf of the Condominium Association, all conveyances, mortgages and contracts of material importance to its business. He or she shall do and perform all acts which the Management Committee may require.

4.3 The Vice President, if any, shall perform the functions of the President in his or her absence or inability to serve.

4.4 The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Condominium Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

4.5 The Treasurer shall be responsible for the fiscal affairs of the Condominium Association, but may delegate the daily handling of funds and the keeping of records to the Common Area Manager.

4.6 Any officer may prepare, execute, certify and record amendments to the Declaration on behalf of the Condominium Association.

## **ARTICLE V COMMON EXPENSES; ASSESSMENTS**

5.1 All Common Expenses shall be assessed in accordance with the Declaration.

5.2 Initially, Common Assessments shall be due and payable by an Owner, on the first day of each month. The Management Committee, in its sole and absolute discretion, may implement a different payment schedule, including, but not limited to, collection in advance on a weekly, quarterly or other basis. The Management Committee need not amend these Bylaws to implement a different payment schedule, but will provide sixty (60) days advanced notice before implementing a different payment schedule.

5.3 No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his or her Unit.

5.4 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours and as required by the Condominium Act and the Nonprofit Act. In accordance with the actions of the Management Committee in assessing Common Expenses against the Units, the Treasurer shall keep an accurate record of such Common Assessments and of the payments thereof by each Owner.

5.5 All Common Assessments shall be a separate, distinct and personal liability of the Owners at the time each Common Assessment is made. The Management Committee shall have the rights and remedies contained in the Condominium Act, the Nonprofit Act, and in the Declaration to enforce the collection of Common Assessments.

5.6 Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Common Assessments and the amount of unpaid Common Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Common Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Common Assessments shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Unit, his or her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any Common Assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the Common Assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.7 In addition to the statements issuable to purchasers, the Management Committee shall, upon ten (10) days' prior written request therefore, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Unit and to any Mortgagee, on request at reasonable intervals a current statement of unpaid Common Assessments for Common Expenses with respect to a Unit. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.8 In all cases where all or part of any Common Assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefore under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such Common Assessments.

## **ARTICLE VI LITIGATION**

6.1 If any action is brought by a Director on behalf of the Condominium Association, the expenses of suit, including reasonable attorneys' fees, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

6.2 Except as otherwise provided by the Condominium Act or the Nonprofit Act, any action brought against the Condominium Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

## **ARTICLE VII ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

7.1 The violation of any Rules and Regulations, the breach of any provision contained herein, or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws:

(a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass provided that items of construction may not be altered or demolished without proper judicial proceedings; and/or

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7.2 The Management Committee may assess a fine against an Owner for violations of the Condominium Documents provided that the Management Committee shall give notice to the Owner of the violation and inform the Owner that a fine will be imposed if the violation is not cured within the time designated by the Management Committee, which shall be at least forty-eight (48) hours. The Management Committee may levy fines in the amounts that it, in its sole discretion, shall determine to be reasonable for each violation of the Condominium Documents provided that cumulative fines for a continuing violation may not exceed Five Hundred Dollars (\$500.00) per month unless otherwise allowed by law. An Owner who is assessed a fine may

request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed.

7.3 The Management Committee shall have a right of action against Owners who fail to comply with any provision of the Condominium Documents or the decisions of the Condominium Association or Management Committee. Before pursuing such cause of action, the Management Committee shall provide the Owner notice of the alleged violation and the opportunity to request an informal hearing.

7.4 The Management Committee may impose a temporary suspension of an Owner's right to use the Common Areas and Facilities or other appropriate discipline against an Owner who has failed to comply with any provision of the Condominium Documents. Prior to such suspension or other discipline, the Management Committee shall provide the Owner notice of the alleged violation and the opportunity to request an informal hearing.

7.5 These remedies are cumulative to other remedies provided in the Declaration and these Bylaws, any Rules and Regulations adopted by the Management Committee, or in any applicable laws.

## **ARTICLE VIII ACCOUNTING**

8.1 The books and accounts of the Condominium Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

8.2 A budget for each fiscal year shall be adopted by the Management Committee and distributed to all Owners prior to the beginning of the fiscal year to which the budget applies.

8.3 The Management Committee shall distribute to the Owners an unaudited financial statement, prepared by an independent public accountant approved by the Condominium Association, within one hundred twenty (120) days after the close of each fiscal year.

8.4 As further set forth in the Nonprofit Act and the Condominium Act, the membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Condominium Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Condominium Association, Common Area Manager, or managing company shall be made available for inspection and copying by any Owner or his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Management Committee to defray the costs of reproduction, the Common Area Manager or other custodian of records of the Condominium Association shall prepare and transmit to the Owner a copy of any and all records requested. The Condominium Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Condominium

Association and the Owner's interest in the Condominium Association. The Management Committee shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of documents requested by an Owner.

8.5 Every Director shall have the absolute right at any time to inspect all books, records and documents of the Condominium Association and to inspect all real and personal properties owned or controlled by the Condominium Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Condominium Association to require that the Director agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Condominium Association and the Director's interest in such Condominium Association.

#### **ARTICLE IX SPECIAL COMMITTEES**

The Management Committee by resolution may designate one or more special committees, each committee to consist of three (3) or more Owners, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

#### **ARTICLE X RENTAL OR LEASE OF UNITS BY OWNERS**

10.1 Any Owner who rents or leases his or her Unit for thirty (30) days or more in duration shall advise the Management Committee or Common Area Manager in writing that the Unit has been leased or rented. The provisions of Article VII of these Bylaws shall apply with equal force to renters or lessees of Units.

10.2 Any Owner who rents or leases or otherwise permits any other person to utilize his or her Unit shall be responsible for the conduct of his or her tenants or occupants, and upon written notice from the Management Committee or the Common Area Manager, said Owner shall be responsible for correcting violations of the Declaration, Bylaws or rules and regulations committed by such tenants or occupants.

10.3 If an Owner fails to correct violations by tenants within seventy-two (72) hours of such notice, the Management Committee or Common Area Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within thirty (30) days of Common Assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

10.4 The power of the Management Committee or Common Area Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize his or her Unit shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee and the Common Area Manager from and against any and all liability therefor. It is expressly understood that the remedies available to the Management Committee or Common Area Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

10.5 As provided for in Section 20.4 of the Declaration, if an Owner shall at any time lease his or her Unit and shall default in the payment of Common Assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. This Article X shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

## **ARTICLE XI AMENDMENT OF BYLAWS**

Except as otherwise provided in the Nonprofit Act, the Condominium Act, the Declaration or these Bylaws, the Bylaws may be amended by the vote of Owners holding a majority of the Total Votes of the Condominium Association present in person or by proxy at a meeting duly called for such purpose, or by written ballot without a meeting. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws and notify the Owners, writing, of such amendment, setting forth the fact of the required affirmative vote of the Owners and the amendment shall be effective upon recording in the Office of the Wasatch County Recorder. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of any federal, state or local regulatory authority affecting the Project.

**ARTICLE XII  
SEVERABILITY**

The provisions hereof shall be deemed independent and severable, and the invalid or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

**ARTICLE XIII  
WAIVER**

The failure of the Management Committee to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of these Bylaws shall be deemed to have been waived unless such waiver is in writing and signed by the Management Committee.

**ARTICLE XIV  
CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

**ARTICLE XV  
EFFECTIVE DATE**

These Bylaws shall take effect as of the date of the Declaration, having been duly adopted by the Management Committee.

**ARTICLE XVI  
COUNTERPARTS**


These Bylaws may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**ARTICLE XVII  
SEAL**

The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Condominium Association, the state of incorporation and the words "Corporate Seal."

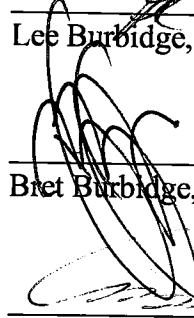
EXECUTED this 10<sup>th</sup> day of August, 2021.

**MANAGEMENT COMMITTEE**



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Lee Burbidge, President



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Bret Burbidge, Vice President



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Amy Burbidge, Secretary-Treasurer

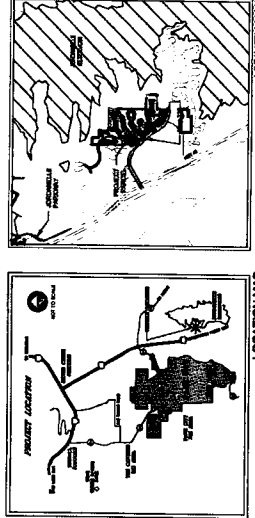


**EXHIBIT B**  
**COPY OF CONDOMINIUM PLAT**

# MAYFLOWER LAKESIDE VILLAGE EXPANDABLE CONDOMINIUM PLAT

## PHASE 1 C

LOCATED IN THE SOUTHWEST QUADRANT OF SECTION 19,  
TOWNSHIP 2 SOUTH  
RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN  
Wasatch County, Utah



**PLAT MAPS**

1. THERE IS AN EXISTING PLAT FOR THIS PROJECT, PLAT NO. 123456, WHICH IS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASATCH, UTAH, AND WHICH IS BEING REFERRED TO AS THE "EXISTING PLAT". THE EXISTING PLAT IS BEING REFERRED TO AS THE "EXISTING PLAT" FOR THE PURPOSES OF THIS PLAT.

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**CONVEYANCE CERTIFICATE**

I, JAMES A. JOHNSON, COUNTY CLERK OF WASATCH COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS A VALID AND LEGAL PLAT IN ACCORDANCE WITH THE PROVISIONS OF THE CONDOMINIUM ACT, UTAH CODE ANNOTATED, TITLE 67, CHAPTER 2, PART 2, AND THAT THE SAME IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASATCH, UTAH.

WASATCH COUNTY CLERK

James A. Johnson

June 11, 2021

**WASATCH COUNTY ENGINEER DEPARTMENT**

APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**WASATCH COUNTY HEALTH DEPARTMENT**

APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**WASATCH COUNTY WATER BOARD**

APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**GENERAL EXPLANATION CONCERNING PLAT LEVEL INFORMATION**

A PLAT OF LAND LOCATED IN THE SOUTHWEST QUADRANT OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, IS BEING REFERRED TO AS THE "EXISTING PLAT". THE EXISTING PLAT IS BEING REFERRED TO AS THE "EXISTING PLAT" FOR THE PURPOSES OF THIS PLAT.

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**LET HOLDER'S ACKNOWLEDGMENT**

I, JAMES A. JOHNSON, COUNTY CLERK OF WASATCH COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS A VALID AND LEGAL PLAT IN ACCORDANCE WITH THE PROVISIONS OF THE CONDOMINIUM ACT, UTAH CODE ANNOTATED, TITLE 67, CHAPTER 2, PART 2, AND THAT THE SAME IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASATCH, UTAH.

WASATCH COUNTY CLERK

James A. Johnson

**WASATCH COUNTY ENGINEER DEPARTMENT**

APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**WASATCH COUNTY HEALTH DEPARTMENT**

APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**WASATCH COUNTY WATER BOARD**

APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**GENERAL EXPLANATION CONCERNING CONDOMINIUM RULES**

A PLAT OF LAND LOCATED IN THE SOUTHWEST QUADRANT OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, IS BEING REFERRED TO AS THE "EXISTING PLAT". THE EXISTING PLAT IS BEING REFERRED TO AS THE "EXISTING PLAT" FOR THE PURPOSES OF THIS PLAT.

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18. THE EXISTING PLAT IS BEING REFERRED TO AS THE "EXISTING PLAT" FOR THE PURPOSES OF THIS PLAT.

19. THE EXISTING PLAT IS BEING REFERRED TO AS THE "EXISTING PLAT" FOR THE PURPOSES OF THIS PLAT.

20. THE EXISTING PLAT IS BEING REFERRED TO AS THE "EXISTING PLAT" FOR THE PURPOSES OF THIS PLAT.

**LET HOLDER'S ACKNOWLEDGMENT**

I, JAMES A. JOHNSON, COUNTY CLERK OF WASATCH COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS A VALID AND LEGAL PLAT IN ACCORDANCE WITH THE PROVISIONS OF THE CONDOMINIUM ACT, UTAH CODE ANNOTATED, TITLE 67, CHAPTER 2, PART 2, AND THAT THE SAME IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASATCH, UTAH.

WASATCH COUNTY CLERK

James A. Johnson

**WASATCH COUNTY ENGINEER DEPARTMENT**

APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**WASATCH COUNTY HEALTH DEPARTMENT**

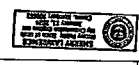
APPROVED THE 11th DAY OF JUNE, 2021

James A. Johnson

**WASATCH COUNTY WATER BOARD**

APPROVED THE 11th DAY OF JUNE, 2021

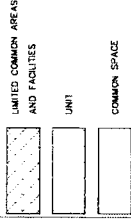
James A. Johnson





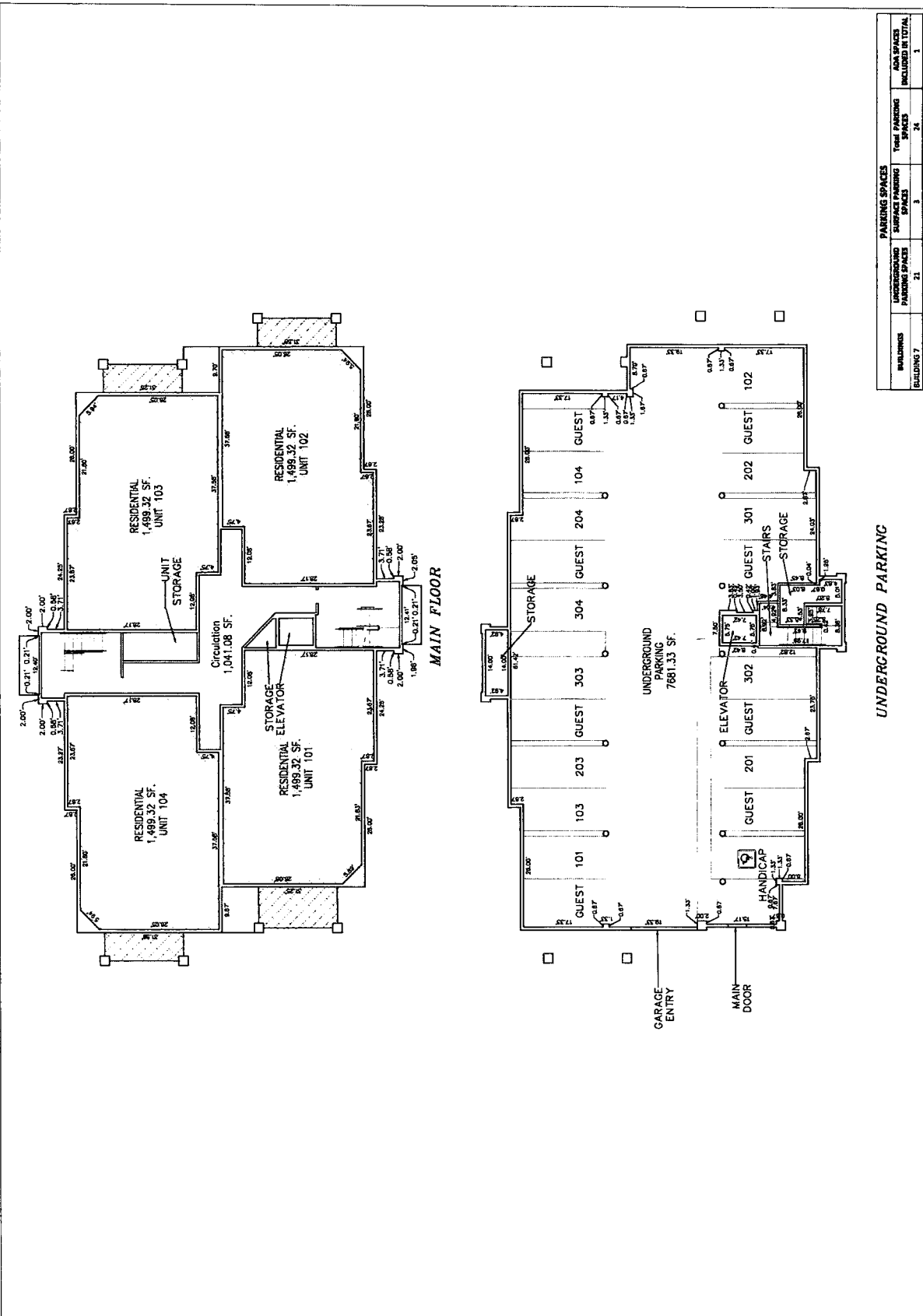


**LEGEND**



**MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM PLAT 1C BUILDING 7**

**CONDO. PLAT C FP-PARK AND MAIN 3 OF 7**

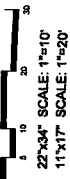
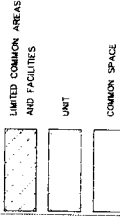


BUILDINGS	UNDERGROUND PARKING SPACES	PARKING SPACES	TOTAL PARKING SPACES	LOA SPACES INCLUDED IN TOTAL
BUILDING 7	21	3	24	1

**UNDERGROUND PARKING**



**LEGEND**

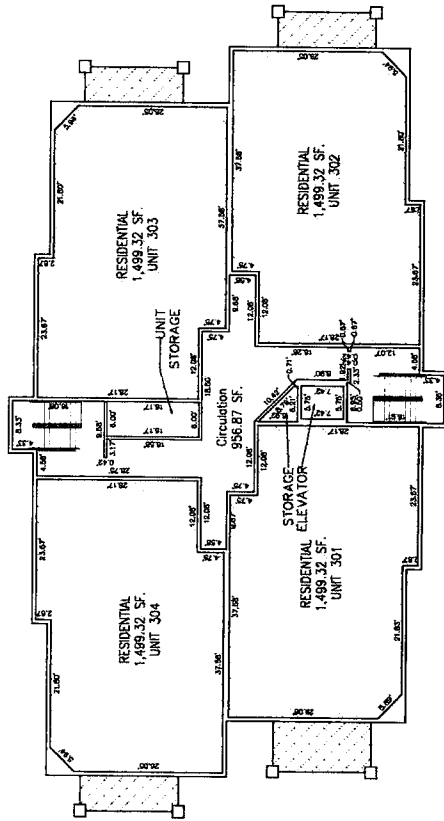


Jack Johnson Consulting  
 11011 Longway Road, Suite 1000, San Diego, CA 92121  
 Telephone: (619) 551-1101 Fax: (619) 551-7100  
 www.jackjohnson.com

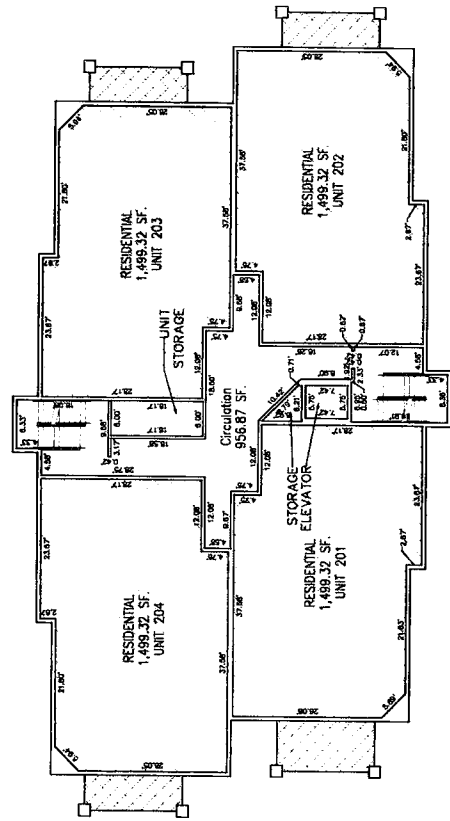
**MAYFLOWER LAKESIDE VILLAGE**  
**CONDOMINIUM PLAT 1C**  
**BUILDING 7**

**CONDO PLAT C**  
**PP-2 AND 3** | **4 OF 7**

ENT: 502, 1423, BK: 1376, PG: 1903



THIRD FLOOR

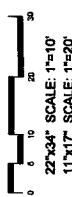


SECOND FLOOR



**LEGEND**

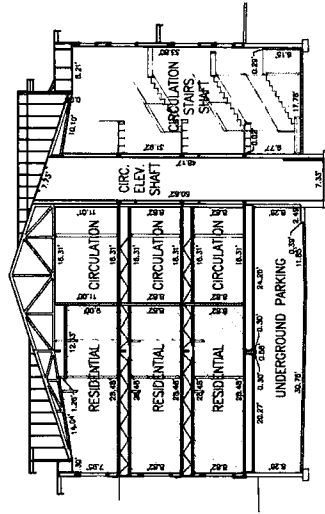
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[Pattern]	UNIT
[Pattern]	COMMON SPACE



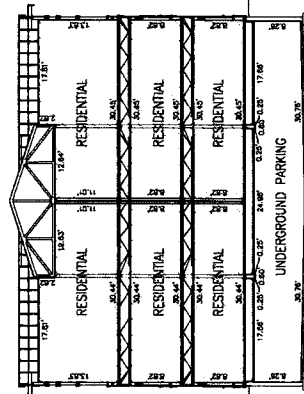
Designing World Distinctions  
 1400 West 14th Street, Suite 1000  
 Anchorage, Alaska 99501-7700  
 Phone: (907) 561-7700  
 Fax: (907) 561-7700  
 www.jackjohnson.com

**MAYFLOWER LAKESIDE VILLAGE  
 CONDOMINIUM PLAT 1C  
 BUILDING 7**

**CONDO. PLAT C  
 SECTIONS | 5 OF 7**



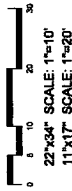
SECTION B-B



SECTION A-A

BUILDING ELEVATIONS	
FLOOR	ELEVATION
GARAGE	6344.50
MAIN	6334.50
SECOND	6305.50
THIRD	6276.50

ELEVATION BRANCH MARK THE SECTION OF  
 PLAT 1C TO BE ELEVATION 6377.50 ELEV.  
 6377.50

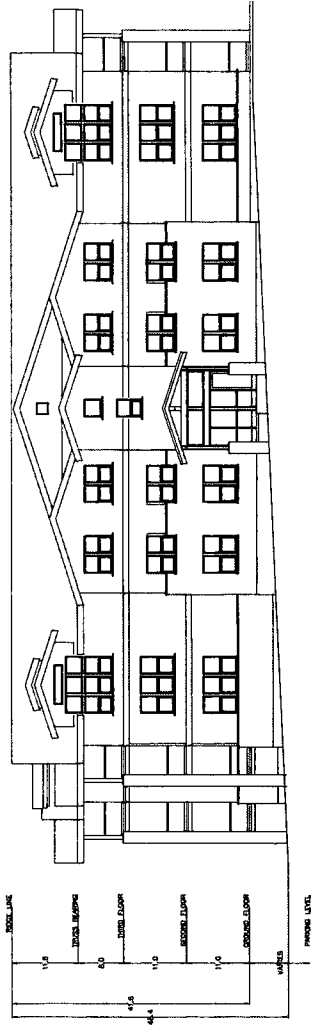


Jack Johnson Consulting  
Designing World Experiences  
14000 - 14th Ave SW, Suite 1000  
Fremont, CO 80007 - Phone: 303.792.7800  
www.jackjohnson.com

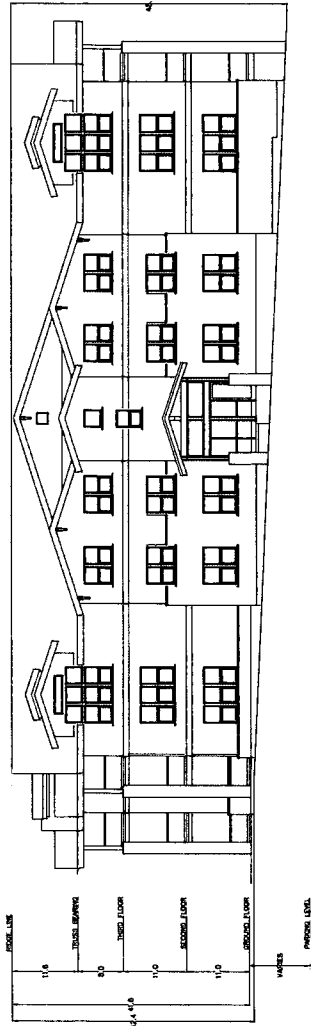
MAYFLOWER LAKESIDE  
VILLAGE  
CONDOMINIUM PLAT 1C  
BUILDING 7

CONDO PLAT C  
ELEVATIONS **6 OF 7**

ENT: 507874 Bk: 1376 Pg: 1905

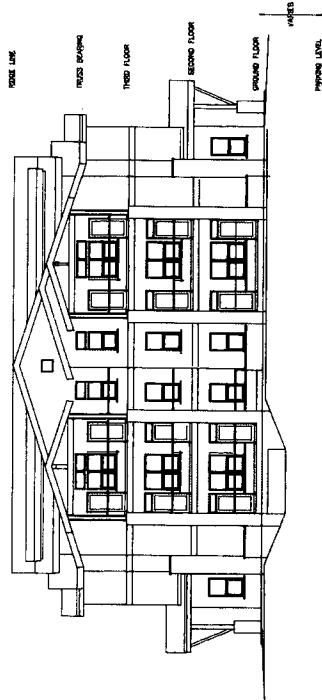


FRONT ELEVATION

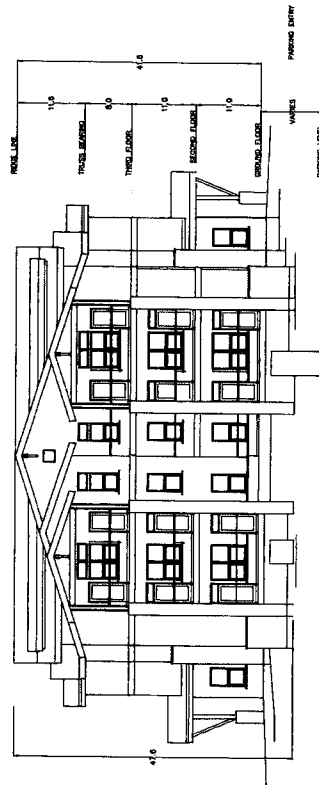


REAR ELEVATION

NOTES:  
1. CONDOMINIUM HEIGHT WILL NOT EXCEED 47 FEET MEASURED FROM EXISTING NATURAL GRADE TO JOINT PART ALONG THE REGULAR.



RIGHT ELEVATION



LEFT ELEVATION

NOTE:  
 CONDOMINIUM HEIGHT WILL NOT EXCEED 47'  
 UNLESS OTHERWISE NOTED. HEIGHTS ARE  
 GRADE TO FINISH ALONG THE ELEVATION.



**EXHIBIT D****ADDITIONAL LAND**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST, 2639.14 FEET BETWEEN THE FOUND MONUMENTS FOR THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WESTERLY LINE OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING 589.80 FEET NORTH 00°07'04" WEST THE SOUTHWEST CORNER OF SAID SECTION 19, AND RUNNING SOUTH 50°18'00" EAST 222.68 FEET TO THE ARC OF A 2371.82 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 2371.82 FOOT RADIUS CURVE 81.53 FEET, CHORD BEARS SOUTH 49°18'55" EAST 81.53 FEET; THENCE NORTH 40°52'21" EAST 340.48 FEET TO THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 170.93 FEET CHORD BEARS NORTH 70°11'43" EAST 163.57 FEET; THENCE NORTH 09°31'04" EAST 66.00 FEET TO A POINT ON A NON-TANGENT 233.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 233.00 FOOT RADIUS CURVE 60.97 FEET, CHORD BEARS NORTH 87°58'43" WEST 60.79 FEET TO THE ARC OF A 18.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 18.00 FOOT RADIUS CURVE 24.81 FEET CHORD BEARS NORTH 55°59'14" WEST 22.89 FEET; THENCE NORTH 16°29'59" WEST 76.36 FEET TO THE ARC OF A 170 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 170.00 FOOT RADIUS CURVE 28.44 FEET, CHORD BEARS NORTH 11°42'24" WEST 28.41 FEET; THENCE NORTH 06°54'48" WEST 97.35 FEET TO THE ARC OF A 565.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 565.00 FOOT RADIUS CURVE 203.25 FEET, CHORD BEARS NORTH 17°13'08" WEST 202.15 FEET; THENCE NORTH 27°31'28" WEST 74.82 FEET; THENCE SOUTH 62°28'32" WEST 60.00 FEET TO A POINT ON A NON-TANGENT 495.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 495.00 FOOT RADIUS CURVE 152.28 FEET, CHORD BEARS NORTH 18°42'40" WEST 151.68 FEET; THENCE SOUTH 86°51'15" WEST 307.58 FEET TO THE WESTERLY SECTION LINE OF SAID SECTION 19; THENCE ALONG THE SAID WESTERLY SECTION LINE SOUTH 00°07'04" EAST 753.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.14 ACRES MORE OR LESS.

CONTAINING 9.14 ACRES MORE OR LESS.

LESS AND EXCEPTING:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE EAST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH 00°07'04" WEST ALONG THE WEST SECTION LINE OF SECTION 19, 984.99 FEET, THENCE EAST, 234.26 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

BEGINNING AT A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAS A RADIUS OF 198 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°27'39" AN ARC DISTANCE OF 188.20 FEET (CHORD BEARS NORTH 43° 00' 26" EAST 181.20 FEET) TO A POINT OF TANGENCY;

THENCE NORTH 70°14'16" EAST, 43.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAS A RADIUS OF 505.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°18'10" AN ARC DISTANCE OF 161.32 FEET CHORD BEARS SOUTH 16° 03' 53" EAST 160.63 FEET ;

THENCE SOUTH 06°54'48" EAST, 97.35 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAS A RADIUS OF 230.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°35'10" AN ARC DISTANCE OF 38.48 FEET (CHORD BEARS SOUTH 11° 42' 24" EAST 38.44 FEET);

THENCE SOUTH 73°30'00" WEST, 94.68 FEET;

THENCE NORTH 13°58'09" WEST, 81.56 FEET;

THENCE NORTH 74°13'23" WEST, 41.71 FEET;

THENCE SOUTH 15°46'37" WEST, 83.30 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAS A RADIUS OF 81.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 278°19'03" AN ARC DISTANCE OF 406.19 FEET (CHORD BEARS NORTH 74°13' 23" WEST 96.0 FEET);

THENCE NORTH 15°46'40" EAST, 137.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.65 ACRES, MORE OR LESS.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE EAST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH 00°07'04" WEST ALONG THE WEST SECTION LINE OF SECTION 19, 709.26 FEET, THENCE EAST, 268.95 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

BEGINNING AT A POINT OF THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAS A RADIUS OF 81.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94° 54' 44" AN ARC DISTANCE OF 134.18 FEET CHORD BEARS NORTH 09° 34' 27" EAST 119.36 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 15° 46' 37" EAST, 83.30 FEET;

THENCE, SOUTH 74° 13' 23" EAST FOR A DISTANCE OF 41.71 FEET;

THENCE, SOUTH 13° 58' 09" EAST FOR A DISTANCE OF 81.56 FEET;

THENCE, NORTH 73° 30' 01" EAST FOR A DISTANCE OF 94.68 FEET TO A POINT ON THE WEST RIGHT OF WAY FOR RAILTRAIL ROAD;

THENCE CONTINUING ON SAID RIGHT OF WAY, SOUTH 16° 29' 59" EAST FOR A DISTANCE OF 91.67 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY ON THE NORTHWEST RIGHT OF WAY FOR MAYFLOWER LOOP AND HAS A RADIUS OF 233.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 13' 48" AN ARC DISTANCE OF 102.60 FEET CHORD BEARS SOUTH 53° 29' 16" WEST 101.77 FEET TO A POINT OF TANGENCY;

THENCE, SOUTH 40° 52' 21" WEST FOR A DISTANCE OF 111.92 FEET;

THENCE NORTH 32° 58' 11" WEST A DISTANCE OF 117.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.74 ACRES, MORE OR LESS.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH 00°07'04" WEST ALONG THE WEST SECTION LINE OF SECTION 19, 1107.62 FEET, FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG SAID SECTION LINE NORTH 00° 07' 04" WEST, 235.65 FEET; THENCE NORTH 86° 51' 15" EAST, 307.58 FEET TO A POINT ON THE RIGHT OF WAY FOR RAIL TRAIL DRIVE, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 495.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 37' 36" AN ARC DISTANCE OF 152.28 FEET CHORD BEARS SOUTH 18° 42' 40" EAST 151.68 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 27° 16' 40" EAST FOR A DISTANCE OF 95.16 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND FOLLOWING THE RIGHT OF WAY OF HELLING CIRCLE FOR THE NEXT TWO CALLS, SOUTH 70° 14' 16" WEST FOR A DISTANCE OF 43.35 FEET TO A POINT OF TANGENCY FOR A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 198.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 38' 44" AN ARC DISTANCE OF 150.83 FEET CHORD BEARS SOUTH 48° 24' 54" WEST 147.21 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 70° 26' 54" WEST A DISTANCE OF 263.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.28 ACRES, MORE OR LESS.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH  $00^{\circ} 07' 04''$  WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH  $00^{\circ} 07' 04''$  WEST ALONG THE WEST SECTION LINE OF SECTION 19, 892.83 FEET, FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE WEST SECTION LINE OF SECTION 19, NORTH  $00^{\circ} 07' 04''$  WEST, 215.04 FEET;

THENCE, SOUTH  $70^{\circ} 26' 54''$  EAST FOR A DISTANCE OF 263.18 FEET TO A POINT ON NORTHWEST RIGHT OF WAY FOR HELLING CIRCLE BEING ON A NON-TAGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 198.00;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ} 48' 56''$  AN ARC DISTANCE OF 37.38 FEET CHORD BEARS SOUTH  $21^{\circ} 11' 05''$  WEST 37.32 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ON SAID RIGHT OF WAY, SOUTH  $15^{\circ} 46' 37''$  WEST FOR A DISTANCE OF 95.33;

THENCE LEAVING SAID RIGHT OF WAY, SOUTH  $89^{\circ} 52' 56''$  WEST FOR A DISTANCE OF 208.16 FEET TO THE POINT OF BEGINNING

CONTAINS 0.91 ACRES, MORE OR LESS.