

WHEN RECORDED, RETURN TO:

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

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

(Replacing Exhibit B: Copy of Condominium Plat)

This Second Amendment to Declaration of Conditions, Easements and Restrictions for Mayflower Lakeside Village Condominium (Building 6) ("**Second Amendment**") is hereby executed as of the 1 day of October, 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 ("**Recorder's Office**") on August 12, 2021 as Entry No. 505489, Book 1369, at Page 1691-1761 (the "**Original Declaration**") covering the real property and improvements situated in Wasatch County, Utah, as more particularly described therein.

C. The Declaration was subsequently amended by that certain First Amendment to Declaration of Conditions, Easements and Restrictions for Mayflower Lakeside Village Condominium (Building 6) recorded in the Recorder's Office on September 23, 2021 as Entry No. 507874, Book 1376, at Page 1875-1911 (the "**First Amendment**" together with the Original Declaration, the "**Declaration**")

D. 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 other Owner, so long as any such Amendment does not materially adversely affect title to any property.

E. 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 Second 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 Second Amendment. Capitalized terms in this Second Amendment, unless otherwise defined herein, shall have the meaning given to them in the Declaration.

2. Amendment to Declaration Exhibits. Exhibit B to the First Amendment is hereby deleted in its entirety and replaced with the Exhibit B attached hereto and incorporated herein by this reference.

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

4. Authority. Declarant hereby certifies that Declarant may execute this Second 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 Second Amendment is hereby executed as of the Effective Date.

Mayflower Lakeside Village LLC a Utah limited liability company

By: Burbidge Investment Group, Inc., a Utah corporation
Its: Managing Member

By: _____

Name: Lee Burbidge
Its: Vice-President

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1 day of October, 2021, by Lee Burbidge, Vice-President of Burbidge Investment Group, Inc., a Utah corporation, the Managing Member of Mayflower Lakeside Village, LLC, a Utah limited liability company.

NOTARY PUBLIC

Residing at: Park City, UTAH

My Commission Expires:

May 26, 2024

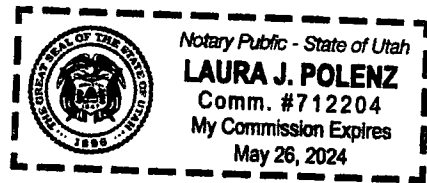


EXHIBIT A

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;

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.

DAF-1AEP

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 B
COPY OF CONDOMINIUM PLAT

PLAT NOTES

1. THIS PLAT IS FOR THE RECORD AND IS NOT A CONTRACT. THE RECORDING OF THIS PLAT DOES NOT CONSTITUTE AN ENDORSEMENT OF ANY PRODUCT OR SERVICE BY THE RECORDING OFFICE OR ANY OTHER OFFICIAL OF THE COUNTY.
2. THE PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS, AND RESTRICTIONS OF THE LOCAL GOVERNMENT.
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20. THE PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS, AND RESTRICTIONS OF THE LOCAL GOVERNMENT.

CONTRACTOR CERTIFICATE

I, the undersigned, being duly qualified and licensed as a contractor, hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a resident of the State of Utah.

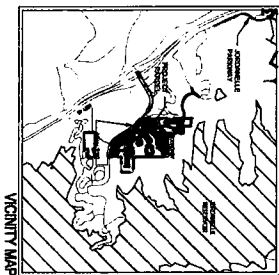
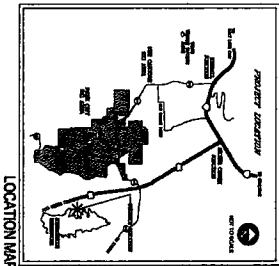
[Signature]
 Date: March 11, 2021



MAYFLOWER LAKESIDE VILLAGE EXPANDABLE CONDOMINIUM PLAT

PHASE 1 D

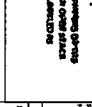
LOCATED IN THE SOUTHWEST QUADRANT OF SECTION 19,
TOWNSHIP 2 SOUTH
RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
Wasatch County, Utah



OWNER'S DECLARATION

I, the undersigned, being duly qualified and licensed as a contractor, hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a resident of the State of Utah.

[Signature]
 Date: March 11, 2021



APPROVED THE <u>3-23-21</u> DATE	APPROVED THE <u>3-23-21</u> DATE	APPROVED THE <u>3-23-21</u> DATE
<i>[Signature]</i> Wasatch County Engineer	<i>[Signature]</i> Wasatch County Engineer	<i>[Signature]</i> Wasatch County Engineer
APPROVED THE <u>3-23-21</u> DATE	APPROVED THE <u>3-23-21</u> DATE	APPROVED THE <u>3-23-21</u> DATE
<i>[Signature]</i> Wasatch County Engineer	<i>[Signature]</i> Wasatch County Engineer	<i>[Signature]</i> Wasatch County Engineer

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GENERAL EXPLANATORY COMMENTS AND LEGAL CONSIDERATIONS

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 HEREBY SUBMITTED FOR RECORD. THE PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS, AND RESTRICTIONS OF THE LOCAL GOVERNMENT.

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LEGAL RESERVATIONS

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 HEREBY SUBMITTED FOR RECORD. THE PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS, AND RESTRICTIONS OF THE LOCAL GOVERNMENT.

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LEASING AGREEMENT

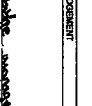
I, the undersigned, being duly qualified and licensed as a contractor, hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a resident of the State of Utah.

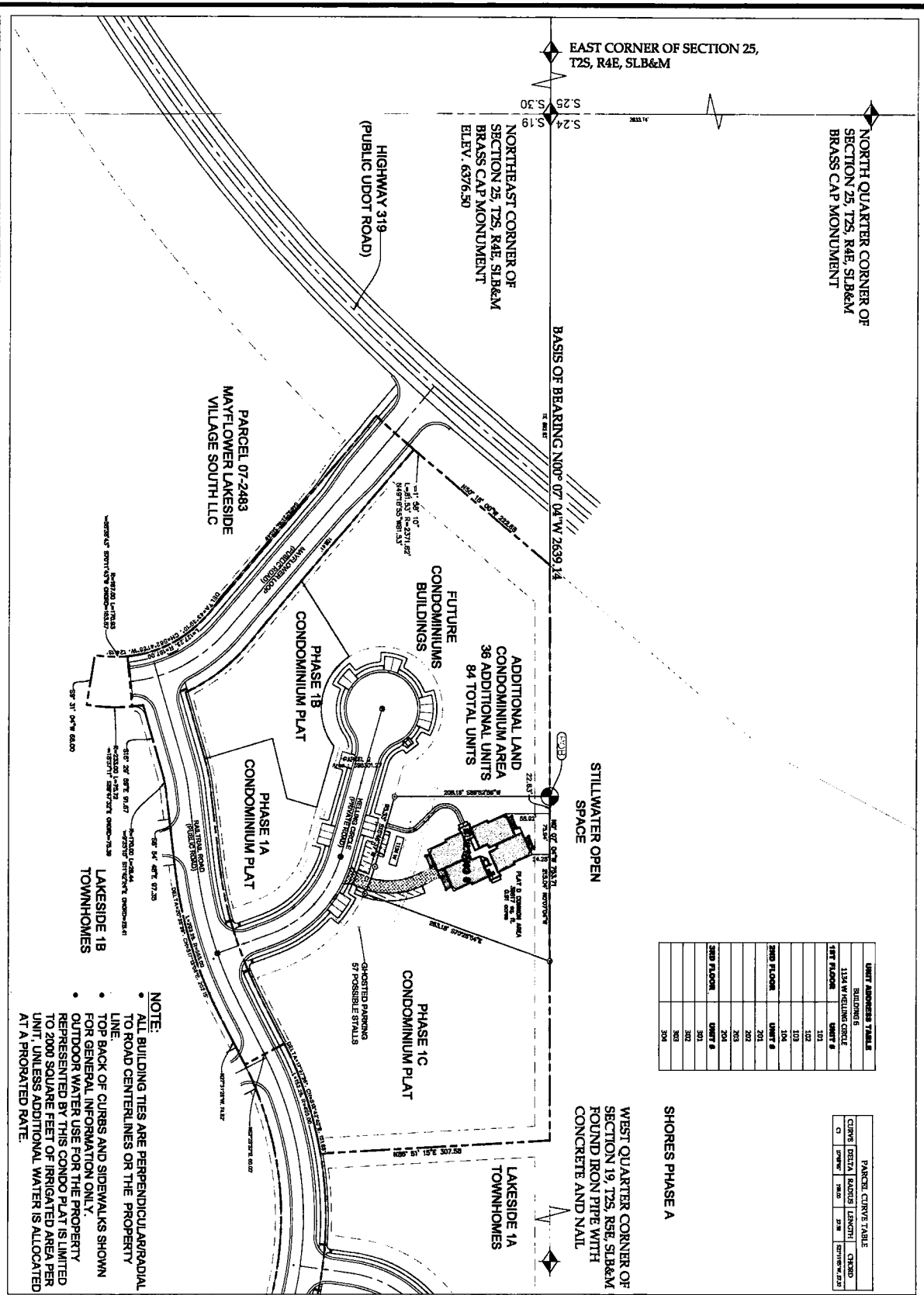
[Signature]
 Date: March 11, 2021

OWNER'S ACKNOWLEDGEMENT

I, the undersigned, being duly qualified and licensed as a contractor, hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a resident of the State of Utah.

[Signature]
 Date: March 11, 2021





NOTE:

- ALL BUILDING TIES ARE PERPENDICULAR RADIAL TO ROAD CENTERLINES OR THE PROPERTY LINE BACK OF CURBS AND SIDEWALKS SHOWN FOR GENERAL INFORMATION ONLY.
- OUTDOOR WATER USE FOR THE PROPERTY REPRESENTED BY THIS CONDO PLAT IS LIMITED TO 2000 SQUARE FEET OF IRRIGATED AREA PER UNIT, UNLESS ADDITIONAL WATER IS ALLOCATED AT A PRORATED RATE.

UNIT ADDRESS TABLE

BUILDING 6	1124 W. VILLAGE CORN
1ST FLOOR	UNIT 6
	101
	102
	103
	104
	105
	106
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	134

PARCEL CURVE TABLE

CURVE	BEARING	RADIUS	LENGTH	CHORD	CHORD BEARING
1
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3
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6
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100

WEST QUARTER CORNER OF SECTION 19, T2S, R3E, S18&M FOUND IRON PIPE WITH CONCRETE AND NAIL.

SHORES PHASE A

LAKE SIDE 1A TOWNHOMES

LEGEND

- § STREET MONUMENT
- ⊙ SET REBAR AND CAP
- ▣ SECTION MONUMENT

NOTES

- LAKE SIDE 1A TOWNHOMES
- LAKE SIDE 1B TOWNHOMES
- LAKE SIDE 1C TOWNHOMES
- LAKE SIDE 1D TOWNHOMES
- LAKE SIDE 1E TOWNHOMES
- LAKE SIDE 1F TOWNHOMES
- LAKE SIDE 1G TOWNHOMES
- LAKE SIDE 1H TOWNHOMES
- LAKE SIDE 1I TOWNHOMES
- LAKE SIDE 1J TOWNHOMES
- LAKE SIDE 1K TOWNHOMES
- LAKE SIDE 1L TOWNHOMES
- LAKE SIDE 1M TOWNHOMES
- LAKE SIDE 1N TOWNHOMES
- LAKE SIDE 1O TOWNHOMES
- LAKE SIDE 1P TOWNHOMES
- LAKE SIDE 1Q TOWNHOMES
- LAKE SIDE 1R TOWNHOMES
- LAKE SIDE 1S TOWNHOMES
- LAKE SIDE 1T TOWNHOMES
- LAKE SIDE 1U TOWNHOMES
- LAKE SIDE 1V TOWNHOMES
- LAKE SIDE 1W TOWNHOMES
- LAKE SIDE 1X TOWNHOMES
- LAKE SIDE 1Y TOWNHOMES
- LAKE SIDE 1Z TOWNHOMES

22'x34' SCALE: 1"=80'
11'x17' SCALE: 1"=120'

Jack Johnson Consulting

1500 Broadway, Suite 1000, Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.jackjohnson.com

MAYFLOWER LAKESIDE VILLAGE

CONDOMINIUM PLAT 1D

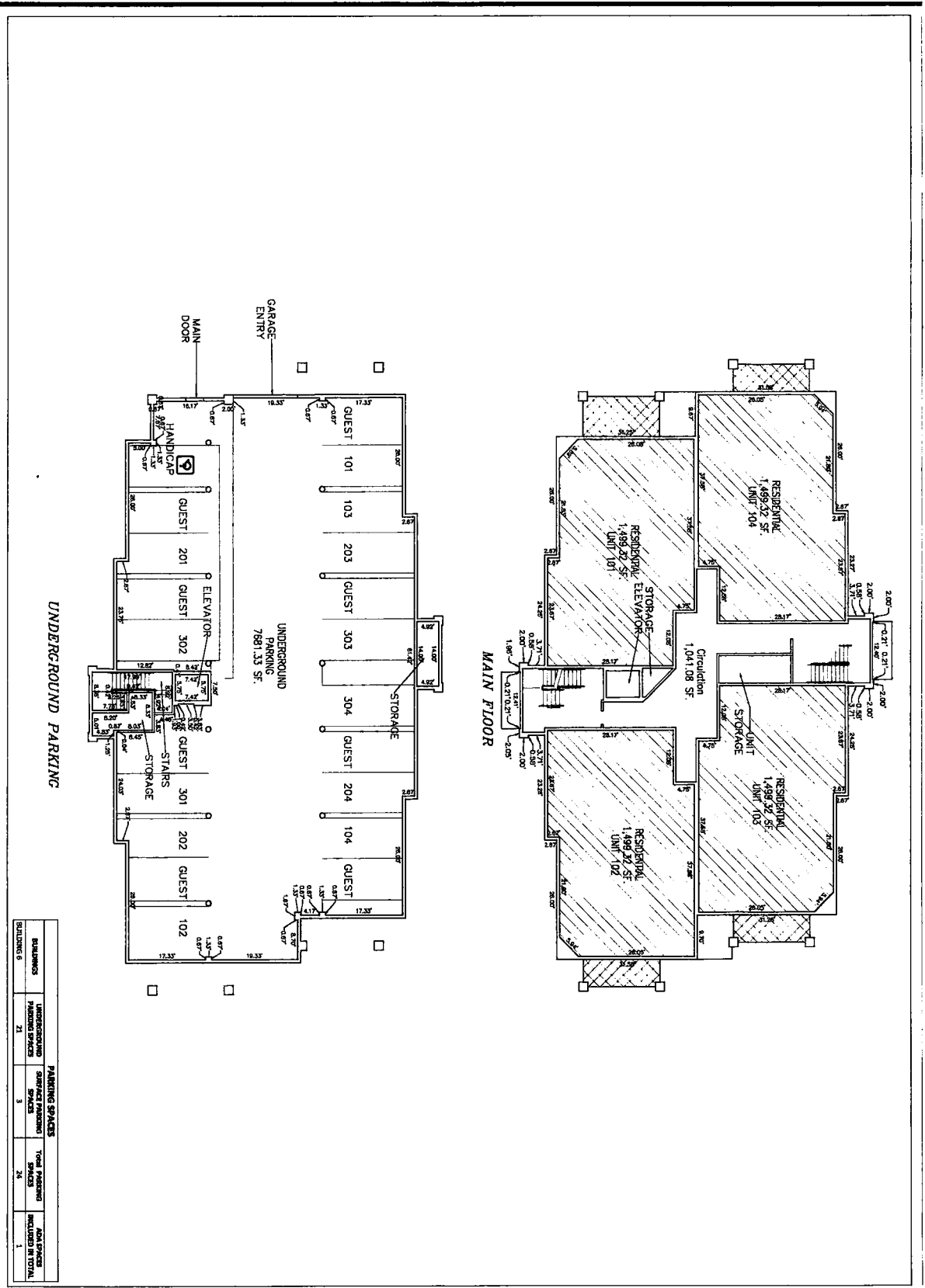
BUILDING 6

CONDO PLAT D **2 OF 7**

SITE PLAT

Parcel 07-2483

MAYFLOWER LAKESIDE VILLAGE SOUTH LLC

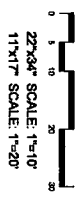


BUILDING 6	RESIDENCE	UNDERGROUND PARKING SPACES	PARKING SPACES	TOTAL PARKING SPACES	RESIDENCES INCLUDED IN TOTAL
	21	3	24		1



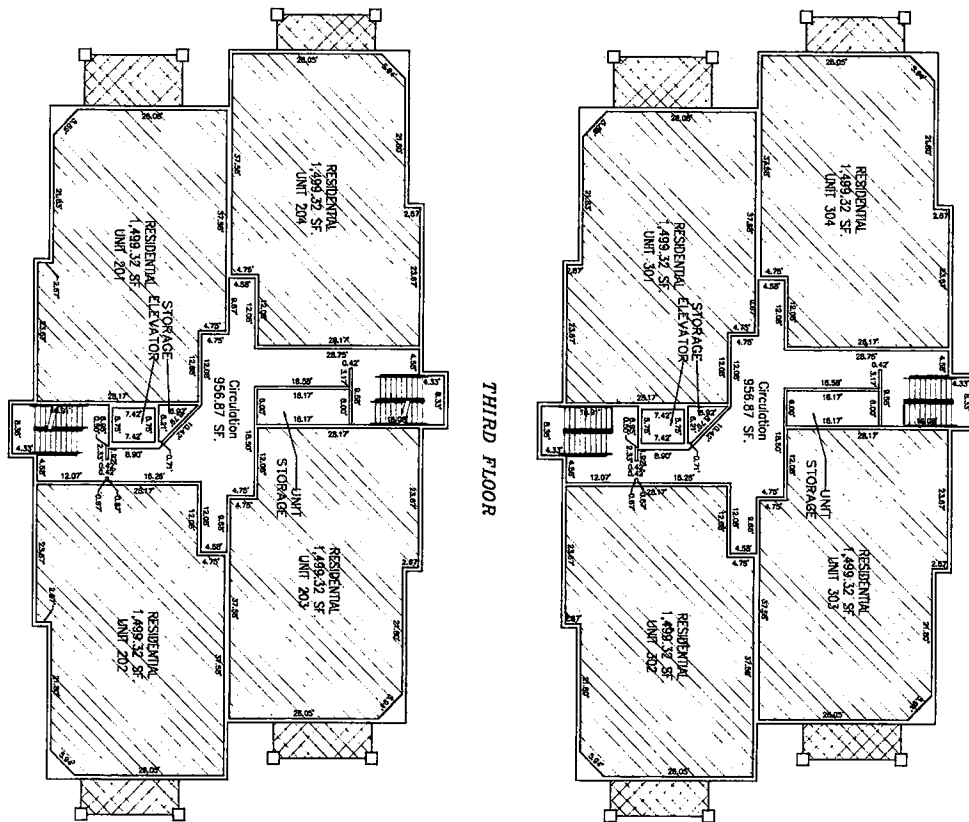
LEGEND

- LIMITED COMMON AREAS AND FACILITIES
- UNIT
- COMMON SPACE



Jack Johnson Consulting
 Professional Engineer
 License No. 12345
 1234 Main Street
 Anytown, CA 90210
 Phone: (555) 123-4567
 Fax: (555) 987-6543
 Email: jack@jjconsulting.com

MAYFLOWER LAKESIDE VILLAGE
 CONDOMINIUM PLAT 1D
 BUILDING 6
 CONDO. PLAT D
 FP-PARK AND MAIN
3 OF 7






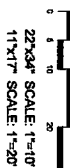
SECOND FLOOR

THIRD FLOOR



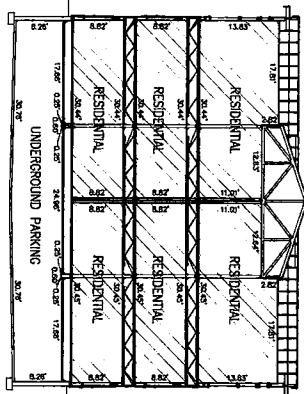
LEGEND

-  LIMITED COMMON AREAS AND FACILITIES
-  UNIT
-  COMMON SPACE

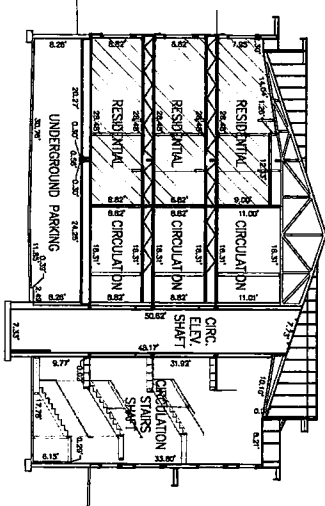


1000 Lakeshore Blvd. Suite 200 • Oakville, ON L6H 6K9
 Telephone: (905) 846-1001 • Fax: (905) 846-1002
 Email: info@jjconsulting.com • www.jjconsulting.com

MAYFLOWER LAKESIDE VILLAGE
 CONDOMINIUM PLAT 1D
 BUILDING 6
 CONDO. PLAT D | 4 OF 7
 FP-2 AND 3



SECTION A-A



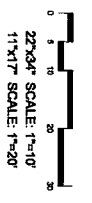
SECTION B-B

BUILDING ELEVATIONS	
FLOORS	ELEVATION
GAUGE	6350.00
MAIN	6350.00
SECOND	6371.00
THIRD	6382.00
ELEVATION SEARCH MARK IN SECTION OF 6376	
ELEVATION SEARCH MARK IN SECTION OF 6381	



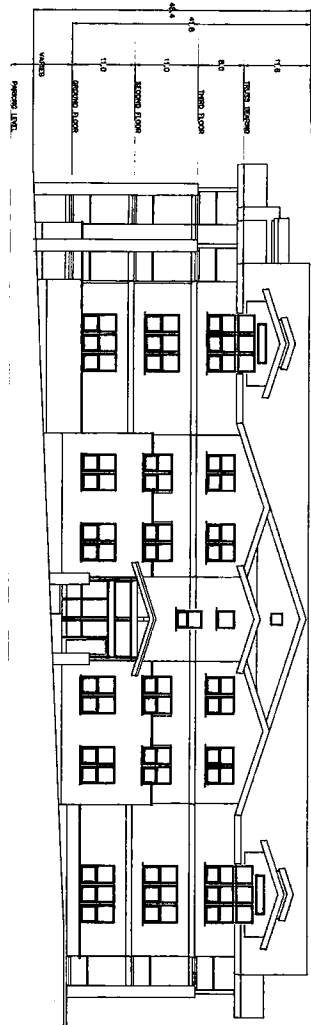
LEGEND

- LIMITED COMMON AREAS AND FACILITIES
- UNIT
- COMMON SPACE

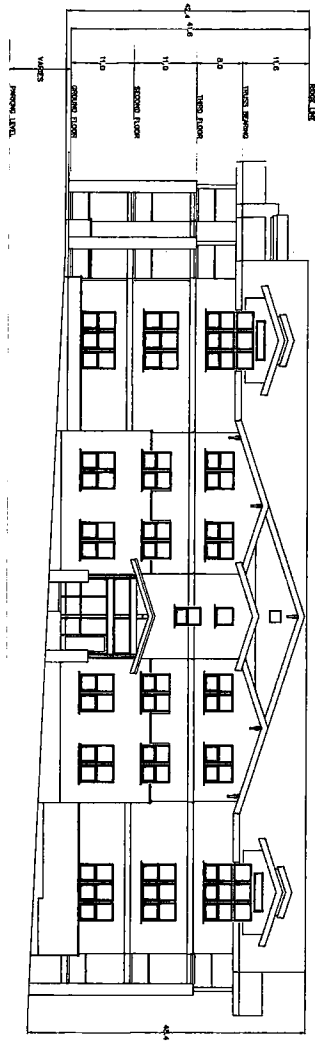


Jack Johnson Consulting
 10000 145th Street, Suite 100
 Richmond, BC V6V 2G9
 Tel: 604-273-1100
 Fax: 604-273-1101
 www.jackjohnson.ca

MAYFLOWER LAKESIDE VILLAGE
 CONDOMINIUM PLAT 1D
 BUILDING 6
 CONDO PLAT D 5 OF 7
 SECTIONS



FRONT ELEVATION



REAR ELEVATION

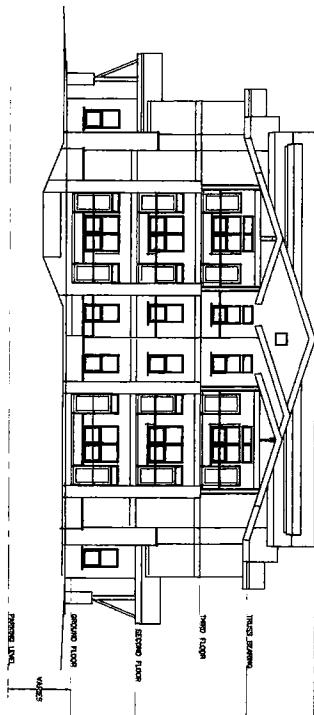
NOTES:
1. CONDOMINIUM UNIT WILL NOT ACCEPT WATER RECALCULATED FROM EXISTING NATURAL GROUND TO ANY POINT ALONG THE EROSION LINE.



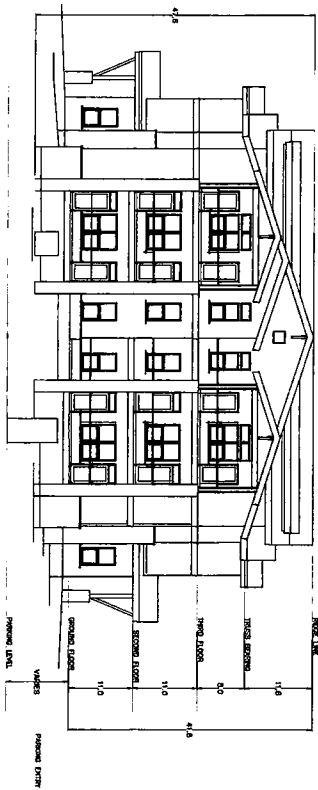
22'x34" SCALE: 1"=10'
11'x17" SCALE: 1"=20'



MAYFLOWER LAKESIDE VILLAGE
CONDOMINIUM PLAT 1D
BUILDING 6
CONDO PLAT D 6 OF 7
ELEVATIONS



RIGHT ELEVATION



LEFT ELEVATION

NOTE:
CONDOMINIUM RIGHT WILL NOT EXCEED AT
GRADE TO AIRT POWER ALONG THE FRONTAGE.



22'-0 3/4" SCALE: 1"=10'
11'-1 1/2" SCALE: 1"=20'



Residential Interior Design/Construction
11000 - 107th Street, Suite 100, Richmond, BC V6V 1K6
Tel: 604.273.1100 Fax: 604.273.1101
www.jackjohnsonconsulting.com

MAYFLOWER LAKESIDE
VILLAGE
CONDOMINIUM PLAT 1D
BUILDING 6
CONDO. PLAT D
ELEVATIONS 7 OF 7