

WHEN RECORDED RETURN TO:
CALL MEADOWS PUD
C/o Urban Outsourcing Inc
716 E 4500 S, Suite N140
Salt Lake City, Utah 84107

THIRD AMENDMENT TO THE CONDOMINIUM DECLARATION
FOR
CALL MEADOWS PUD

RETURNED
NOV 27 2013

This THIRD AMENDMENT TO THE CONDOMINIUM DECLARATION CALL MEADOWS PUD is made on this **15 day of November, 2013** by the CALL MEADOWS PUD, (hereinafter "Declarant") pertaining to those DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS OF THE CALL MEADOWS PUD recorded July 18, 2002 with the Davis County Recorders as Entry No. 1770843 in Book No. 3087 at Pages 212-235 (hereinafter the "CC&Rs"); the First Amendment to the Condominium Declaration recorded with the Davis County Recorders as Entry No. 1910919 in Book No. 3376 at Pages 916-918 on September 17, 2003 (the "First Amendment"); and the Second Amendment to the Condominium Declaration recorded with the Davis County Recorders as Entry No. 2090309 in Book No. 3833 at Pages 764-766 on July 21, 2005 (the "Second Amendment"); and the associated Plats Entry Nos. 1770842, 1910918, 2090308 for the Call Meadows PUD Phases 1-3.

The Declarant desires to amend the CC&Rs, the First Amendment, and the Second Amendment, such that the Declarant and the real property owned by the Declarant and its Members in the Call Meadows PUD are governed by the Utah Community Association Act at Utah Code Ann. § 57-8a-101 et seq., not the Utah Condominium Ownership Act at Utah Code Ann. § 57-8-1 et seq.

Therefore, the Declarant modifies the CC&Rs, the First Amendment, and the Second Amendment, as follows:

I. THE CC&Rs ARE AMENDED AS FOLLOWS:

Paragraph B of the Recitals is deleted and replaced with the following language:

"B. Declarant desires to construct and establish a Planned Unit Development project on such property and on any additional property that is made subject to this Declaration, which project shall consist of single family residential dwellings, all pursuant to the Utah Community Association Act, Utah Code Annotated §§ 57-8a-101 through 57-8a-407, as it may be amended from time to time."

03-223.0001 thru 0022
03-211.0001 thru 0021
03-217.0001 thru 0019

Article 2.01(a) is deleted and replaced with the following language:

“(a) “Act” means the Utah Community Association Act, Utah Code Annotated Sections 57-8a -101 through 57-8 -407, as it may be amended from time to time.”

Article 3.03 is deleted and replaced with the following language:

“3.03. Separate Taxation of Units. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed, including the Units ownership of Common Areas.”

Article 7.08 (a) is deleted and replaced with the following language:

“(a) Pursuant to section 57-8a-301 of the Act, the Association shall have a statutory lien on each Unit for any assessment levied against that Unit and any interest, attorneys’ fees and disbursements and costs of collection imposed against its Owner under any Association Document. The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien secures each installment from the time it becomes due, including the due date set by any valid association acceleration of installment obligations.”

Article 16.02 is deleted and replaced with the following language:

“16.02 Conversion Rights. The Declarant may, in its sole discretion, create from time to time and at different times, additional Units and/or limited Common Areas and facilities within all or any portion of the Convertible Land, so long as Declarant does so in accordance with the following limitations:

- (a) The maximum number of Units that may be created within the Convertible Land is 59.
- (b) All the Units that may be created within the Convertible Land shall be used exclusively for residential purposes and shall be substantially identical to the approved floor plans identified in the map.
- (c) All limited common areas and facilities created within the Convertible Land shall be substantially of the same types, sizes and number as those existing with regard to the then existing residential Units within the Project;
- (d) The Declarant shall not be required to obtain the consent of any Owners or of any other person or entity having any right or interest in all or any portion of the Project prior or subsequent to creating additional units and/or limited Common Areas and facilities within the Convertible Land;

- (e) So long as the Convertible Land, or any portion thereof, is not converted pursuant to this Article XVI, it shall be deemed part of the common areas and facilities for all purposes;
- (f) No provision of this Article XVI shall be amended without the prior written consent of Declarant.”

Article 19.02 is deleted and replaced with the following language:

“19.02. Termination. Subject to the terms and conditions of Article XVII above, the Owners may terminate the Project, by the unanimous vote of all of the votes allocated to all Memberships. If the necessary votes and consents are obtained, the agreement of the Owners to terminate the Project and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by all of the Owners in accordance with, and to the extent allowed by, applicable law. Upon recordation of the termination agreement with the Recorder for Davis County, Utah, the Project shall be terminated, this Declaration shall have no further force or effect, and the Association shall be dissolved.”

Article 19.03 (a) is deleted and replaced with the following language:

“(a) Subject to the terms and conditions of Article XVII above, the Owners may amend any provisions of this Declaration at any time by vote of at least 67 percent of all Memberships. If the necessary votes and consents are obtained, the Association shall cause to be recorded with the Recorder for Davis County, Utah, and amendment to this Declaration, in accordance with the terms and conditions of Section 57-8a-104 of the Act.”

All references to Section 57-8-10.2(2)(d)(iii) in Article XXI are deleted

II. THE FIRST AMENDMENT IS AMENDED AS FOLLOWS:

Reference to Section 57-8-13.2 in the First Amendment is hereby deleted and Section 57-8a-104 is substituted therefore.

III. THE SECOND AMENDMENT IS AMENDED AS FOLLOWS:

Reference to Section 57-8-13.2 in the Second Amendment is hereby deleted and Section 57-8a-104 is substituted therefore.

All provisions of the CC&Rs, the First Amendment, and the Second Amendment, not explicitly amended herein remain in full force and effect.

This Third Amendment to The Condominium Declaration For Call Meadows PUD shall be recorded and indexed against the real property described in Exhibit “A” attached hereto.

Pursuant to 19.03 Amendments, at least 67% of the Membership in the Association has voted favorable for these modifications and amendments.

IN WITNESS THEREOF, this Third Amendment to The Condominium Declaration For Call Meadows PUD has been approved and accepted by the **affirmative vote of 78%** of all Membership of the Call Meadows Owners Association, Inc. as of the 21 day of November 2013.

CALL MEADOWS PUD
By: [Signature]
Allan Rees, President

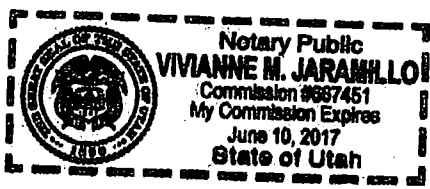
STATE OF UTAH)
)ss.
COUNTY of DAVIS)

The foregoing instrument was acknowledged before me on this 21st day of November, 2013, by Allan Rees, President Call Meadows PUD.

[Signature]
Notary Public

Residing at: Sweet Candy

My Commission Expires: June 10, 2017



Call Meadows Owners Association Inc

~~Call Meadows~~ CALL MEADOWS PUD

Exhibit A – Property Descriptions

Phase	Building	Unit	Address	PID
1	1	A	205 W Lyman Lane Bountiful, Utah	0001
1	1	B	209 W Lyman Lane Bountiful, Utah	0002
1	1	C	215 W Lyman Lane Bountiful, Utah	0003
1	1	D	219 W Lyman Lane Bountiful, Utah	0004
1	2	A	216 W Lyman Lane Bountiful, Utah	0005
1	2	B	212 W Lyman Lane Bountiful, Utah	0006
1	2	C	208 W Lyman Lane Bountiful, Utah	0007
1	2	D	204 W Lyman Lane Bountiful, Utah	0008
1	3	A	224 W Leah Circle Bountiful, Utah	0009
1	3	B	222 W Leah Circle Bountiful, Utah	0010
1	3	C	220 W Leah Circle Bountiful, Utah	0011
1	3	D	218 W Leah Circle Bountiful, Utah	0012
1	4	A	234 W Leah Circle Bountiful, Utah	0013
1	4	B	232 W Leah Circle Bountiful, Utah	0014
1	4	C	230 W Leah Circle Bountiful, Utah	0015
1	4	D	228 W Leah Circle Bountiful, Utah	0016
1	5	A	248 W Lyman Lane Bountiful, Utah	0017
1	5	B	244 W Lyman Lane Bountiful, Utah	0018
1	5	C	240 W Lyman Lane Bountiful, Utah	0019
1	5	D	236 W Lyman Lane Bountiful, Utah	0020
1	Common		Common Area – Assoc of Unit Owners Of Call Meadows PUD	0021
2	6	A	225 W Lyman Lane Bountiful, Utah	0001
2	6	B	229 W Lyman Lane Bountiful, Utah	0002
2	6	C	235 W Lyman Lane Bountiful, Utah	0003
2	6	D	239 W Lyman Lane Bountiful, Utah	0004
2	7	A	1840 Pages Place Drive Bountiful, Utah	0005
2	7	B	1836 Pages Place Drive Bountiful, Utah	0006
2	7	C	1828 Pages Place Drive Bountiful, Utah	0007
2	7	D	1822 Pages Place Drive Bountiful, Utah	0008
2	8	A	1837 Pages Place Drive Bountiful, Utah	0009
2	8	B	1831 Pages Place Drive Bountiful, Utah	0010
2	9	A	1805 Pages Place Drive Bountiful, Utah	0011
2	9	B	1811 Pages Place Drive Bountiful, Utah	0012
2	9	C	1817 Pages Place Drive Bountiful, Utah	0013
2	9	D	1825 Pages Place Drive Bountiful, Utah	0014
2	10	A	1769 Pages Place Drive Bountiful, Utah	0015
2	10	B	1773 Pages Place Drive Bountiful, Utah	0016
2	10	C	1785 Pages Place Drive Bountiful, Utah	0017
2	10	D	1795 Pages Place Drive Bountiful, Utah	0018
2	Common		Common Area – Assoc of Unit Owners Of Call Meadows PUD	0019

Call Meadows Owners Association Inc
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Exhibit A – Property Descriptions

Phase	Building	Unit	Address	PID
3	11	A	1733 Pages Place Drive Bountiful, Utah	0001
3	11	B	1745 Pages Place Drive Bountiful, Utah	0002
3	11	C	1755 Pages Place Drive Bountiful, Utah	0003
3	11	D	1761 Pages Place Drive Bountiful, Utah	0004
3	12	A	1786 Pages Place Drive Bountiful, Utah	0005
3	12	B	1776 Pages Place Drive Bountiful, Utah	0006
3	12	C	1760 Pages Place Drive Bountiful, Utah	0007
3	12	D	1752 Pages Place Drive Bountiful, Utah	0008
3	12	E	1744 Pages Place Drive Bountiful, Utah	0009
3	13	A	1705 Pages Place Drive Bountiful, Utah	0010
3	13	B	1715 Pages Place Drive Bountiful, Utah	0011
3	13	C	1721 Pages Place Drive Bountiful, Utah	0012
3	13	D	1729 Pages Place Drive Bountiful, Utah	0013
3	14	A	1740 Pages Place Drive Bountiful, Utah	0014
3	14	B	1732 Pages Place Drive Bountiful, Utah	0015
3	14	C	1728 Pages Place Drive Bountiful, Utah	0016
3	14	D	1724 Pages Place Drive Bountiful, Utah	0017
3	15	A	1722 Pages Place Drive Bountiful, Utah	0018
3	15	B	1716 Pages Place Drive Bountiful, Utah	0019
3	15	C	1710 Pages Place Drive Bountiful, Utah	0020
3	15	D	1702 Pages Place Drive Bountiful, Utah	0021
3	Common		Common Area – Assoc of Unit Owners Of Call Meadows PUD	0022

Call Meadows PUD
Call Meadows Homeowners Association
THIRD AMENDMENT

AFFIRMATIVE VOTES 46 of 59 Units or 78% Approval

November 15, 2013

UNIT NO	OWNER OF RECORD
1705	Yarbrough & Poulsen-See notes
1721	Wendy Collett
1722	Schauerhamer & Leonard-Note
1724	Emily Wilbur Alley
1728	Katie Frischknecht
1729	S. Rebecca Carven
1732	Moulton, Nathan & Christie
1740	Heather Coray
1744	Elna Luker
1745	Manwill & Fadel
1752	Janice L. Sherwood
1761	Joy Sanders
1769	Kopczuk, Seadur & Rebecka
1773	Kent Barlow
1776	Michael J. Holt
1785	Brooke Harris
1795	Amanda & Allan Rees
1805	Ruth & Ralph Schriock
1817	Ryan Cook
1822	Chalise C. Schoenfeld
1825- RENTAL	Brian Knowiton
1828	Ronald & Tanna Cannon
1831	Carolyn Beichert
1837	Paul V. Peterson
1840	James Tripp
205	Elsa Rosales
208	John & Dianna Mueller
216	Brandon K. Davis
216- RENTAL	G. Brent & Gaye Wynn
218	Jessica R. Alford
219	Brady & Ashley Brown
220	Jon Poore
222	Sandy Quist
224	Nancy Knell
225	Adam E. Clegg
228	Beverly Branch
232	Teresa Hyatt
236	Jeffrey & Shantel Johnson
240	Sharla Marie Dunroe
1811	DM Schafir Living Trust
1836	DM Schafir Living Trust
209	DM Schafir Living Trust
212	DM Schafir Living Trust
229	DM Schafir Living Trust
1716	DM Schafir Living Trust
1760	DM Schafir Living Trust