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Salt Lake City, Utah 84107

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## CALL MEADOWS OWNERS ASSOCIATION INC BYLAWS

Attachment to Condominium Declaration  
CALL MEADOWS PUD Phase I  
Phase II & Phase III - Amendments

ADOPTED April 28, 2002

BYLAWS  
OF  
CALL MEADOWS OWNERS ASSOCIATION, INC.

ARTICLE I

Offices

Section 1.1. Business Offices. The corporation may have such other offices, either within or outside Utah, as the governing Board of Trustees may designate or as the affairs of the corporation may require from time to time.

Section 1.2. Registered Office. The registered office of the corporation required by the Act to be maintained in Utah shall be the registered office as originally designated in the Articles of Incorporation ("Articles") or subsequently designated as the corporation's registered office in the most recent document on file with the Division providing such information. The corporation shall maintain a registered agent at the registered office. The registered office and registered agent may be changed from time to time by the Board of Trustees.

ARTICLE II

Members

Section 2.1. Members. The Corporation shall have one class of members with the voting privileges and other rights, responsibilities and obligations set forth in these bylaws and the Condominium Declaration for CALL MEADOWS (the "Declaration"). One membership shall be appurtenant to every Unit, as defined in the Declaration, and may not be separated from ownership of the Unit to which it appertains.

Section 2.2. Suspension and Termination of Membership. A member who fails to pay any Assessment or other charge as required by the Declaration within 10 days after written notice of such failure to pay is delivered to such member shall be given an opportunity to be heard by the Trustees as to why the member has not paid such Assessment or charge. At the conclusion of such hearing, the Trustees may suspend the membership of the member until all such dues and assessments are fully paid, at which time such member shall be automatically reinstated, or reduce or waive the Assessment. During any period of suspension a member shall not be entitled to exercise the rights and privileges of membership, including without limitation the right to vote.

Section 2.3. Transfer of Membership.

(a) The rights and obligations of memberships in the corporation shall not be assigned, transferred, pledged, conveyed or alienated in any way except in combination with the transfer of ownership of the Unit to which it appertains. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Unit shall automatically transfer the membership appurtenant to such Unit to the new owner thereof.

(b) Any party on becoming a member shall furnish to the corporation a photocopy or a certified copy of the recorded instrument, or a copy of other documentation, vesting that party with the interest required to make it a member of the corporation. Each such member shall at the same time give a single name and address to which notices to such member may be sent. No party shall be entitled to any notice or the right to vote until it has been determined by the corporation that such party is a member.

Section 2.4. Annual Meeting of Members. An annual meeting of the members shall be held each year on a date and at a time and place designated by the Board of Trustees, for the purpose of electing those Trustees who are to be elected by the members and for the transaction of such other business as may come before the meeting.

Section 2.5. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or the Board of Trustees, and shall be called by the president at the request of members having the right to cast one-third of the votes entitled to be cast at such meetings.

Section 2.6. Notice of Meeting. Except as otherwise prescribed by statute, written or printed notice of each meeting of the members, or of any class of members, stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of any of the officers of the corporation, or any other person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to each member at such member's address as it appears in the records of the corporation, with postage prepaid. Any member may waive notice of any meeting before, at or after such meeting. The attendance in person or by proxy of a member at a meeting shall constitute a waiver of notice of such meeting, except when a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.7. Proxies. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 2.8. Quorum. Except as otherwise required by the laws of Utah, the articles of incorporation, or these bylaws, the presence in person or by proxy of members who are entitled to vote a majority of all votes entitled to be cast shall constitute a quorum.

Section 2.9. Voting. The affirmative vote of a majority of the votes represented at a meeting in which a quorum is present shall be the act of the members unless otherwise provided in the articles of incorporation, these bylaws, or the Declaration. Each membership shall have one vote; cumulative voting shall not be allowed for any purpose. Fractional votes shall not be allowed. If the owners of a unit are unable to agree how to cast their votes, they shall not be entitled to vote on that matter. If a member casts a vote representing a certain unit, it will thereafter be conclusively presumed for all purposes that he acted with the authority and consent of all other owners of the same unit unless another owner objects at the time the vote is cast. If more than one vote is cast for a particular unit, none of such votes shall be counted and all such votes shall be void.

Section 2.10. Committees. The members or the Board of Trustees at any time and from time to time may establish one or more committees of members for any appropriate purposes and may dissolve any such committee. Either the members of the corporation or the members of the committee shall elect a chairperson who shall preside at all meetings of the committee and generally supervise the conduct of the committee's affairs. Rules governing procedures for meeting of any such committee and for the conduct of such committee's affairs shall be as established by the committee.

Section 2.11. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the members or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the members entitled to vote thereon.

Section 2.12. Obligations of the Members.

(a) Assessments. Each member shall pay to the corporation all Assessments applicable to such member as defined by the Declaration. Each member shall pay all maintenance charges, interest or other amounts payable to the corporation under the Declaration, the articles of incorporation of these bylaws.

(b) Time for Payments. The amount of any Assessment, charge or other amount payable by any member shall become due and payable as specified by the Board, the Declaration or these bylaws, and any such amount which is delinquent shall bear interest at any rate established by the Board from time to time which does not exceed the maximum legal rate then in effect in Utah, from the date due and payable.

(c) Lien for Assessments and Other Amounts. In addition to any other remedies or rights, the corporation shall have a lien against each Unit to secure payment of any Assessment, charge or other amount due and owing to the corporation with respect to the owner of that Unit, plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees.

(d) Compliance with the Declaration. Articles. Bylaws and Rules and Regulations. Each member shall comply with all provisions of the Declaration, the articles of incorporation, these bylaws and the CALL MEADOWS Owners Association Rules issued by the Board as from time to time in force and effect. If the Board has adopted and published rules and regulations governing the use of common areas and the personal conduct of any person related thereto, the Trustees or the officers of the corporation may, in their discretion, after a

member has been given an opportunity to be heard, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed 30 days, or if such person is in continuous violation of such rules and regulations for a period until such time as the violation ceases. At the time such continuous violation ceases, the 30-day suspension may be removed from such members.

(e) Mortgages and Other Liens. Any member who mortgages or grants a deed of trust covering his Unit shall notify the Board of the name and address of the mortgagee or beneficiary of the deed of trust and shall file conformed copies of the note and security instrument with the Board. Such notice shall include an agreement by the lending institution that it will notify the corporation when its lien has been released. The Board, when giving notice to a member of default in paying an assessment or other default, shall send a copy of such notice to each mortgagee or beneficiary of a deed of trust covering such member's Unit whose name and address has theretofore been filed with the corporation, and which has not been removed by appropriate notice that the lien has been released. However, failure to give such notice to a mortgagee shall not invalidate the notice to a member.

### ARTICLE III

#### Board of Trustees

Section 3.1. General Powers. The business and affairs of the corporation shall be managed under the direction of the Board of Trustees except as otherwise provided in the Act, the Articles or these Bylaws. The Board shall have and may exercise all the powers of the Association except such as are expressly conferred upon the Members by law, by the Articles, the Declaration or these Bylaws as from time to time in force and effect.

Section 3.2. Additional Powers and Responsibilities. In addition to its general powers, the Board shall have the authority and the responsibility, acting through the Association's officers, and subject to the provisions of the Declaration:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Articles, the Declaration or the Bylaws as from time to time in force and effect.
- (b) To establish, make, amend, publish and enforce compliance with such reasonable rules and regulations governing the operation and use of Common Areas and the personal conduct of the Members and their guests while on or using the Common Areas, and to establish, make, amend, publish and enforce payment of reasonable charges for the use of Common Areas and services.
- (c) To maintain in good order, condition and repair Common Areas and all items of personal property used in the enjoyment of such property.
- (d) To obtain and maintain insurance in connection with Common Areas and related personal property in the manner and the amounts provided in the Declaration, and such other insurance as the Board may consider appropriate.
- (e) To fix, determine, levy and collect Annual Assessments, Special Assessments and Maintenance Charges to meet the Common Expenses and costs of the Association, and to create a reasonable reserve therefor.

- (f) To collect promptly all delinquent Assessments and charges by Suit or to otherwise and to enjoin or seek damages from a Member.
- (g) To collect any other charges and fees set forth in the Declaration and otherwise provided for in the Articles and these Bylaws, as in effect from time to time.
- (h) To issue, or cause an appropriate officer to issue, upon written demand of any Member, a certificate setting forth whether any assessment or charge has been paid by such Member. Such certificate shall be conclusive evidence against the Association for all purposes, except in the case of fraud. The Association may charge a reasonable fee for such certificate.
- (i) To protect and defend Common Areas from loss and damage by suit or otherwise.
- (j) To enter into contracts within the scope of their duties and powers.
- (k) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.
- (l) To maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Association. Any Member may inspect such records upon reasonable notice at any reasonable time.
- (m) To prepare and upon request deliver to any requesting Member an annual statement showing all receipts, expenses or disbursements since the last such statement.

Section 3.3. Number. Election. Tenure and Qualifications.

- (a) The number of Trustees of the corporation shall be specified from time to time by resolution of the Board of Trustees, but shall not be less than three nor more than five. No decrease in the number of Trustees shall have the effect of shortening the term of any incumbent Trustee.
- (b) Other than the initial Trustees who shall hold the term specified in the articles of incorporation, each director shall serve for a term of three years unless otherwise provided by the Board prior to the election of an individual to fill a vacant director position.
- (c) At each annual meeting of members, the members shall elect Trustees to fill each of the vacant director positions.
- (d) Each director shall hold office until his term expires and thereafter until his successor has been elected and qualified, or until the director's earlier death, resignation or removal.
- (e) Any director may be removed at any time, with or without cause, by a vote of three-fourths of the other Trustees then in office, or by a vote of two-thirds of all memberships represented in person or by proxy and entitled to vote at any meeting at which a quorum is present, except as otherwise provided by the Declaration.

Section 3.4. Vacancies. Any Trustee may resign at any time by giving written notice to the president or to the secretary of the corporation. A Trustee's

resignation shall take effect at the time specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Trustees may be filled by the affirmative vote of a majority of the remaining Trustees though less than a quorum. A Trustee elected to fill a vacancy shall be elected for the unexpired term of this predecessor in office. Any trusteeship to be filled by reason of an increase in the number of Trustees shall be filled by the affirmative vote of a majority of the Trustees then in office or by an election at a meeting of the shareholders called for that purpose, and a Trustee so chosen shall hold office for the term designated for the position so created and thereafter until the Trustee's successor has been elected and qualified, or until the Trustee's earlier death, resignation or removal.

Section 3.5. Regular Meetings. A regular meeting of the Board of Trustees shall be held immediately after and at the same place as the annual meeting of the shareholders, or as soon as practicable thereafter at the time and place, either within or outside Utah, determined by the Board, for the purpose of appointing officers and for the transaction of such other business as may come before the meeting. The Board of Trustees may provide by resolution the time and place, either within or outside Utah, for the holding of additional regular meetings.

Section 3.6. Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of the president or any two Trustees. The person or persons authorized to call special meetings of the Board of Trustees may fix any place as the place, either within or outside Utah, for holding any special meeting of the Board called by them.

Section 3.7. Notice. Notice of each meeting of the Board of Trustees stating the place, day and hour of the meeting shall be given to each Trustee at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery of written notice or by telephonic or telegraphic notice, except that in the case of a meeting to be held pursuant to Section 3.12 of this Article, telephone notice may be given one day prior thereto. (The method of notice need not be the same to each Trustee.) Notice shall be deemed to be given, if mailed, when deposited in the United States mail, with postage thereon prepaid, addressed to the Trustee at his business or residence address; if personally delivered, when the telegram is delivered to the Trustee; if telegraphed, when the telegram is delivered to the telegraph company; if telephoned, when communicated to the Trustee. Any Trustee may waive notice of any meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Trustees need to be specified in the notice of waiver of notice of such meeting unless otherwise required by the Act.

Section 3.8. Presumption of Assent. A Trustee of the corporation who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting.

Such right to dissent shall not apply to a Trustee who voted in favor of such action.

Section 3.9. Quorum and Voting. A majority of the number of Trustees fixed by Section 3 of this Article, present in person, shall constitute a quorum for the transaction of business at any meeting of the board of Trustees, and the vote of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. If less than such majority is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Trustee may vote or act by proxy at any meeting of Trustees.

Section 3.10. Compensation. Trustees shall not receive compensation for their services as such, although the reasonable expenses incurred by Trustees to attend Board meetings may be paid or reimbursed by the Association. Trustees shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Association in any other capacity.

Section 3.11. Executive and Other Committees. By one or more resolutions, the Board of Trustees may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise all of the authority of the Board of Trustees, except as prohibited by statute. The delegation of authority to any committee shall not operate to relieve the Board of Trustees or any member of the Board from any responsibility imposed by law. Rules governing procedures for meetings of any committee of the Board shall be as established by the committee, or in the absence thereof by the Board of Trustees.

Section 3.12. Meetings by Telephone. Members of the Board of Trustees or any committee thereof may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.13. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Trustees or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees or committee members entitled to vote with respect to the subject matter thereof. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the Trustees or committee members, and may be stated as such in any articles or documents filed with the Division under the Act, or other governmental agency.



ARTICLE IV

Officers and Agents

Section 4.1. Number and Qualifications. The officers of the corporation shall be a president, a secretary and a treasurer. The Board of Trustees may also appoint such other officers, assistant officers and agents, including a chairman of the Board, one or more vice presidents, a controller, assistant secretaries and assistant treasurers, as they may consider necessary. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary.

Section 4.2. Appointment and Term of Office. The officers of the corporation shall be appointed by the Board of Trustees annually at the first meeting of the Board held after each annual meeting of the shareholders. If the appointment of officers shall not be done at such meeting, such appointment shall be done as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly appointed, or until his earlier death, resignation or removal.

Section 4.3. Salaries. The salaries of the officers shall be as fixed from time to time by the Board of Trustees and no officer shall be prevented from receiving a salary by reason of the fact that he is also a Trustee of the corporation. The Board of Trustees may elect not to pay any salary to any or all officers.

Section 4.4. Removal. Any officer or agent may be removed by the Board of Trustees whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not in itself create contract rights.

Section 4.5. Vacancies. Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the corporation by giving written notice to the president or to the Board of Trustees. An officer's resignation shall take effect at the time specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 4.6. Authority and Duties of Officers. The officers of the corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the president, the Board of Trustees or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law:

(a) President. The president shall, subject to the direction and supervision of the Board of Trustees, (i) be the chief executive officer of the corporation and have general and active control of its affairs and business and general supervision of its officers, agents, employees and independent contractors; (ii) unless there is a chairman of the Board, preside at all meetings of the shareholders and Board of Trustees; (iii) see that all orders and resolutions of the Board of Trustees are carried into effect; and (iv) perform all other duties incident to the office of the president and as from time to time may be assigned to him by the Board of Trustees.

(b) Vice Presidents. The vice president, if any, (or if there is more than one, then each vice president) shall assist the president and shall perform such duties as may be assigned to him by the president or by the Board of Trustees. The vice president, if there is one (or if there is more than one, then the vice president designated by the Board of Trustees, or if there be no such designation, then the vice presidents in order of their appointment), shall, at the request of the president, or in his absence or inability or refusal to act, perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president.

(c) Secretary. The secretary shall: (i) keep the minutes of the proceedings of the shareholders, the Board of Trustees and any committees of the Board; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the corporation; (iv) keep at the corporation's registered office or principal place of business within or outside Utah a record containing the names and addresses of all shareholders and the number and class of shares held by each, unless such a record shall be kept at the office of the corporation's transfer agent or registrar; (v) have general charge of the stock books of the corporation, unless the corporation has a transfer agent; and (vi) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Trustees. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(d) Treasurer. The treasurer shall: (i) be the principal financial officer of the corporation and have the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the Board of Trustees; (ii) receive and give receipts and acquittance for moneys paid in on account of the corporation, and pay out of the funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity; (iii) unless there is a controller, be the principal accounting officer of the corporation and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the president and the Board of Trustees statements of account showing the financial position of the corporation and the results of its operations; (iv) upon request of the Board, make such reports to it as may be required at any time; and (v) perform all other duties as from time to time may be assigned to him by the Board of Trustees or the president. Assistant treasurers, if any, shall have the same powers and duties, subject to the supervision by the treasurer.

Section 4.7. Surety Bonds. The Board of Trustees may require any officer or agent of the corporation to execute to the corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

#### ARTICLE V

##### Indemnification

Section 5.1. Definitions. For purposes of this Article V, the following terms shall have the meanings set forth below:

- (a) Action - Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative;
- (b) Derivative Action - Any Action by or in the right of the corporation to procure a judgment in its favor;
- (c) Third Party Action - Any Action other than a Derivative Action; and
- (d) Indemnified Party - Any person who is or was a party or is threatened to be made a party to any Action by reason of the fact that he is or was a trustee, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including without limitation any employee benefit plan of the corporation for which any such person is or was serving as trustee, plan administrator or other fiduciary.

Section 5.2. Third Party Actions. The corporation shall indemnify any Indemnified Party against expenses (including attorneys' fees), judgements, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by him in connection with any Third Party Action if, as determined pursuant to Section 5.5 below, he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal Action, had no reasonable cause to believe his conduct was unlawful. The termination of any Third Party Action by judgment, order, settlement, conviction or upon a plea of non contender or its equivalent, shall not of itself create either a presumption that the Indemnified Party did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal Action, a presumption that the Indemnified Party had reasonable cause to believe that his conduct was unlawful.

Section 5.3. Derivative Actions. The corporation shall indemnify any Indemnified Party against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of any Derivative Action if, as determined pursuant to Section 5 below, he acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interests of the corporation, except that no matter as to which such person is or has been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such Action was brought determines upon application that, despite the adjudication of liability and in view of all circumstances of the case, such Indemnified Party is fairly and reasonably entitled to indemnification for such expenses which such court deems proper. If any claim that may be made by or in the right of the corporation against any person who may seek indemnification under this Article V is joined with any claim by any other party against such person in a single Action, the claim by or in the right of the corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct Derivative Action for purposes of this Article V.

Section 5.4. Success on Merits or Otherwise. If and to the extent that any Indemnified Party has been successful on the merits or otherwise in defense of any Action referred to in Section 5.2 or 5.3, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith without the necessity of any determination that he has met the applicable standards of conduct set forth in Section 5.2 or 5.3.

Section 5.5. Determination. Except as provided in Section 5.4, any indemnification under Section 5.2 or 5.3 (unless ordered by a court) shall be made by the corporation only upon a determination that indemnification of the Indemnified Party is proper in the circumstances because he has met the applicable standards of conduct set forth in said Section 5.2 or 5.3. Any indemnification under Section 5.4 (unless ordered by a court) shall be made by the corporation only upon a determination by the corporation of the extent to which the Indemnified Party has been or would have been successful on the merits or otherwise. Any such determination shall be made (a) by a majority vote of a quorum of the whole Board of Trustees consisting of Trustees who are not or were not parties to the subject Action or (b) upon the request of a majority of the Trustees who are not or were not parties to such Action, or if there be none, upon the request of a majority of a quorum of the whole Board of Trustees, by independent legal counsel (which counsel shall not be the counsel generally employed by the corporation in connection with its corporate affairs) in a written opinion, or (c) by the shareholders of the corporation at a meeting called for such purpose.

Section 5.6. Payment in Advance. Expenses (including attorneys' fees) or some part thereof incurred by an Indemnified Party in defending any Action, shall be paid by the corporation in advance of the final disposition of such Action if a determination to make such payment is made on behalf of the corporation as provided in Section 5.4; provided that no such payment may be made unless the corporation shall have first received a written undertaking by or on behalf of the Indemnified Party to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the corporation as authorized in this Article V.

Section 5.7. Other Indemnification. The indemnification provided by this Article V shall not be deemed exclusive of any other rights to which any Indemnified Party or other person may be entitled under the articles of incorporation, any agreement, bylaw (including without limitation any other or further Section or provision of this Article V), vote of the shareholders or disinterested Trustees or otherwise, and any procedure provided for by any of the foregoing, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 5.8. Period of Indemnification. Any indemnification pursuant to this Article V shall continue as to any Indemnified Party who has ceased to be a trustee, officer, employee, or agent of the corporation or, at the request of the corporation, was serving as and has since ceased to be a trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, including, without limitation, any employee benefit plan of the corporation for which any such person served as trustee, plan administrator or other fiduciary, and shall inure to the benefit of the heirs of personal representatives of such Indemnified Party. The repeal or amendment of this Article V or of any Section or provision thereof which would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article V shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omission which occurred prior to such repeal or amendment.

Section 5.9. Insurance. By action of the Board of Trustees, notwithstanding any interest of the Trustees in such action, the corporation may purchase and

maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any Indemnified Party against any liability arising out of his status as an Indemnified Party, whether or not the corporation would have the power to indemnify him against such liability under applicable provisions of law.

Section 5.10. Right to Impose Conditions to Indemnification. The corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article V, such reasonable requirements and conditions as to the Board of Trustees or shareholders may appear appropriate in each specific case and circumstances, including but not limited to any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any Action shall be counsel mutually agreeable to the person to be indemnified and to the corporation; (b) that the corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that the corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the corporation.

#### ARTICLE VI

##### Modification Review Board

The Board shall establish a Modification Review Board consisting of an odd number of Members, at the discretion of the Board, and in accordance with the Declaration as from time to time in force and effect which shall have the duties and perform the functions described therein. The Modification Review Board shall adopt rules and regulations to carry out its duties contained in the Declaration. The Board shall review these rules and regulations and make amendments to such as they deem necessary and appropriate. Each Member and the Association shall be bound by the Modification Review Board's rules and regulations, a copy of which shall be maintained in the records of the Association and available for inspection by Members of the Association at all reasonable times.

#### ARTICLE VII

##### Miscellaneous

Section 7.1. Account Books. Minutes. Etc. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees. All books and records of the Association may be inspected by any Trustee or his accredited agent or attorney, for any proper purpose at any reasonable time.

Section 7.2. Fiscal Year. The fiscal year of the Association shall be as established by the Board.

Section 7.3. Conveyances and Encumbrance. Property of the Association may be assigned, conveyed or encumbered by such officers of the Association as may be authorized to do so by the Board, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Association shall be authorized only in the manner prescribed by applicable statute.

Section 7.4. Conflicts of Interest. If any personal who is a Trustee or officer of the Association is aware that the Association is about to enter into any business transaction directly or indirectly with himself, any member of his family, or any entity in which he has any legal, equitable or fiduciary interest or position, including without limitation as a Trustee, officer, shareholder, partner, beneficiary or trustee, such person shall (a) immediately inform those charged with approving the transaction on behalf of the Association of his interest or position, (b) aid the persons charged with making the decision by disclosing any material facts within his knowledge that bear on the advisability of such transaction from the standpoint of the Association, and (c) not be entitled to vote on the decision to enter into such transaction.

Section 7.5. Loans to Trustees and Officers Prohibited. No loans shall be made by the Association to any of its Trustees or officers. Any Trustee or officer who assents to or participate in the making of any such loan shall be liable to the association for the amount of such loan until it is repaid.

Section 7.6. References to Internal Revenue Code. All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and shall include the corresponding provisions of any subsequent federal tax laws.

Section 7.7. Amendments. The power to alter, amend or repeal these Bylaws and adopt new Bylaws shall be vested in the Board. While Landrock L.C. (the "Declarant") is in control of the Association, amendments to these Bylaws must be submitted and approved by the Secretary of the Department of Veterans Affairs.

Section 7.8. Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

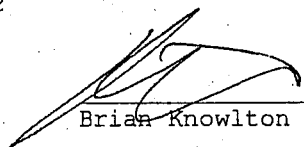
Section 7.9. Interpretation. If any provision of these bylaws shall conflict with the provisions of the Declaration, it shall be invalid and the provisions of the Declaration shall govern.

(END)

BYLAWS CERTIFICATE

The undersigned certifies that he is the president of CALL MEADOWS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, and that, as such, he is authorized to execute this certificate on behalf of said corporation, and further certifies that attached hereto is a complete and correct copy of the presently effective Bylaws of said corporation.

Dated: 4-20 , 2002



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President, CALL MEADOWS  
Owners Association, Inc.

Call Meadows Owners Association Inc  
Bylaws  
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  
Bylaws  
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

BYLAWS CERTIFICATION

The undersigned certifies that he/she is the President of Call Meadows Owners Association Inc., a Utah Nonprofit Corporation, and that, he/she is authorized to execute this certificate on behalf of said corporation, and further certifies that attached hereto is a complete and correct copy of the presently effective Bylaws of said Corporation.

Dated: 6 Mar, 2012

Beverly Branch  
Beverly Branch  
President  
Call Meadows Owners Association Inc

STATE OF: Utah

COUNTY OF: Salt Lake

On the 6<sup>th</sup> day of March, 2012 before me, Teresa Hyatt Notary Public, personally appeared, **Beverly Branch, President, Call Meadows Owners Association Inc**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Teresa Hyatt

My Commission Expires: April 22, 2012

