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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/01/2019 08:54 AM
FEE \$81.00 Pgs: 6
DEP RTT REC'D FOR CALL MEADOWS HOM
EOWNERS ASSOC

**AMENDMENT TO THE
CONDOMINIUM DECLARATION
FOR
CALL MEADOWS PUD**

This amendment to the Condominium Declaration for Call Meadows PUD is made on the date evidenced below by the Call Meadows Owners Association, Inc., a Utah nonprofit corporation (hereinafter "**Association**").

RECITALS

A. Certain real property in Davis County, State of Utah, known as Call Meadows PUD is subjected to certain covenants, conditions, and restrictions pursuant to a Condominium Declaration of Call Meadows PUD recorded on July 18, 2002, as Entry No. 1770843 in the Recorder's Office for Davis County, Utah, as amended, (the "**Declaration**").

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **EXHIBIT A**.

C. The Association, through the concerted effort of its Board of Trustees and its members, desires now to clarify and change certain maintenance obligations between the Owners and the Association to conform with the actual practices and the desires of the Homeowners, by modifying the Declaration as stated herein.

D. It is the desire of the Owners and Association to reallocate some of the obligations for maintenance within the community; namely related to the exteriors of buildings, and as further clarified herein as **EXHIBIT B**.

E. Pursuant to Section 19.03 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied to adopt this Amendment.

NOW THEREFORE, the Association hereby amends the Declaration to include the following:

Article VIII, Section 8.02 shall be replaced in its entirety as follows:

8.02 Maintenance of Units.

(a) In addition to the maintenance upon the Common Area, as stated in Section 8.01, the Association shall provide the following exterior maintenance upon each Lot as follows:

- (i) All footings, pilings, foundations and other support structures;
- (ii) Roofs, gutters and down spouts;
- (iii) Porches, front steps, entryways including: concrete, railings and support columns; and
- (iv) All exterior structural walls and exterior wall coverings (excluding window and door trim and casing).

(b) Except as stated in this Declaration or any clarifying Resolutions of the Board as an area of responsibility of the Association, each Owner, at such Owner's sole cost and expense, shall maintain such Owner's Unit (as defined in the Declaration) and the improvements constituting a part thereof, in good order and repair, excepting the above, which shall specifically be the responsibility of the Association.

The Board may adopt clarifying Resolutions related to the maintenance obligations stated in this Section.

(c) If, in the reasonable judgment of the Association, an Owner fails to maintain the Owner's Unit, or the exterior of any improvements constituting a part thereof (excepting those specifically stated herein), in good order and repair, and such failure remains uncured for more than thirty (30) days after the Association's delivery of written notice thereof to such Owner, the Association may enter upon such Unit and perform such maintenance or repair as the Association deems necessary or advisable and charge all costs and expenses incurred by the Association in connection therewith to such Owner as a Default Assessment.

IN WITNESS WHEREOF, CALL MEADOWS OWNERS ASSOCIATION, INC. has executed Amendment to the Declaration as of the 27 day of February, 2019.

CALL MEADOWS OWNERS
ASSOCIATION, INC.




, President



, Secretary

STATE OF UTAH)
 : ss
County of Utah)

On the 27 day of February, 2019, personally appeared before me
Amy Richards and Jessica Alford who, being first
duly sworn, did that say that they are the President and Secretary of the Call Meadows Owners
Association, Inc. and that the foregoing instrument was signed in behalf of said Association by
authority of its Board of Trustees; and each of them acknowledged said instrument to be their
voluntary act and deed.



Notary Public for Utah

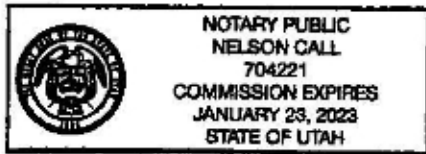


EXHIBIT A

Legal Description

All Units and Common Area, CALL MEADOWS PUD Phase 1, according to the official plat thereof as recorded in the office of the Davis County Recorder, state of Utah.

All Units and Common Area, CALL MEADOWS PUD Phase 2, according to the official plat thereof as recorded in the office of the Davis County Recorder, state of Utah.

All Units and Common Area, CALL MEADOWS PUD Phase 3, according to the official plat thereof as recorded in the office of the Davis County Recorder, state of Utah.

CALL MEADOWS PUD PHASE 1

Parcel Numbers: 03211001 through ~~03211002~~ 03211002

CALL MEADOWS PUD PHASE 2

Parcel Numbers: 03217001 through ~~03217008~~ 03217009

CALL MEADOWS PUD PHASE 3

Parcel Numbers: 03223001 through 03223002

CALL MEADOWS MAINTENANCE RESPONSIBILITIES CHART

The following chart allocates responsibility for maintenance, repair and replacement for the specified items between the Association and the Owner.

	EXTERIOR	HOA	OWNER
1	Roofs, rain gutters and down spouts.	X	
2	Chimneys, Vents to roof		X
3	Porches, front steps, entryways. Concrete & Railings, Support Columns	X	
4	Footings, pilings, foundations and other support structures.	X	
5	Exterior doors, exterior windows. Including trim and casings		X
5a.	All exterior structural walls and exterior wall coverings. Excluding window and door trim and casings.	X	
6	Shared interior walls, ceilings, floors (from center of wall into unit).		X
7	Decks and balconies and other similar items attached to the exterior. Dry Rot.		X
8	The underground pipelines, ducts and wires not under the dwelling that serve more than one unit.	X	
9	Cement patios and water faucet or hose bib on Unit. Any damage caused by a resident's negligence, such as failing to disconnect a hose from a tap, is the liability of the unit owner.		X
10	Fences – Perimeter Fencing per plat property line	X	
10a	Fence - Dividing unit backyards – Shared by Unit owners		X
11	Gates - Interior dividing unit access		X
11a.	Gates – Access to back yards at end units	X	
12	Authorized modifications or improvements by an owner, including windows, awnings, and attic vents.		X
13	Front doors, hinges, frames, thresholds, locks, doorbells, trim & casing. Garage Door including remote & mechanical system.		X
14	Windows, sliding glass doors, screens, screen doors, and frames (in accordance with approved exterior frame color).		X
15	Garages including Garage Doors, openers and mechanical system		X
16	Driveways, designated parking areas, roadways, sidewalks.	X	
17	All light fixtures attached to the exterior walls of any unit or carport for the benefit of that unit (in accordance with approved lighting style).		X

18	Improvements or signs placed by the Association on the Common Areas or the land surrounding the Units.	X	
19	Electricity connections from the meters to the unit.		X
20	Phone lines, TV cables, heat pumps, furnaces, and air conditioning units. Owners must obtain permission from the Board if any holes need to be drilled through exterior walls for cable lines.		X
21	Heating, ventilation air conditioning, and all other utility equipment which serves the unit.		X

	INTERIOR	HOA	OWNER
22	All interior painting, decorations and furnishings from the inside of the unfinished walls, ceilings and floors inward, including all appliances, exhaust, fans, attic vents, furnaces, air conditioners, water heaters, water softeners.		X
23	Venting, chimneys and fireplaces.		X
24	The electrical system from the breaker panel and to all outlets including switches and light fixtures, unit breaker boxes. Requires prior Board approval and use of licensed and insured contractor.		X
25	Plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves and/or Unit PRV. Water pipes and drainage pipes that serve only one unit are the responsibility of the owner to the point they join a common pipe. Outside the scope of fixture replacement, requires prior Board approval and use of licensed and insured contractor.		X
25a	Water Mainline to Building & Main PRV for building	X	
26	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling.		X
27	Repairs of damage resulting from static water or seepage of water from any source. (Discuss water and sewer backup with your insurance agent for individual coverage, outside scope of HOA master policy)		X
28	Repairs of damage resulting from surface water.		X

	GROUNDS	HOA	OWNER
29	Lawns, flowers, trees and shrubs in the Common Areas.	X	
30	Flowers, trees and shrubs in Limited Common Areas (fenced in yards and landscaping installed by the Owner.		X
31	Lawn watering system (installed by Association).	X	
32	Snow removal.	X	
33	Roadways, parking lots, curbs and gutters, sidewalks.	X	