

RETURNED

JUN 29 2007

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/29/2007 04:41 PM
FEE \$123.00 Pgs: 9
DEP RT REC'D FOR WOODSIDE HOMES CO
RP

AFTER RECORDING RETURN TO:

Nathan W. Pugsley
39 East Eagleridge Drive, Suite 100
North Salt Lake, UT 84054

(Space Above Line for Recorder's Use Only)

**FIRST CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
FOXBORO NORTH**

THIS FIRST CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR FOXBORO NORTH (this "Amendment"), is made as of this 29th day of June, 2007, by WOODSIDE AMBERLY, LLC, a Utah limited liability company, WOODSIDE BERKELEY, LLC, a Utah limited liability company, WOODSIDE CAMBRIA, LLC, a Utah limited liability company, WOODSIDE STONEHAVEN, LLC, a Utah limited liability company, and WOODSIDE CASTLETON, LLC, a Utah limited liability company (collectively herein referred to as "Declarant").

WITNESSETH:

WHEREAS:

A. The original Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Foxboro North (the "Original Declaration") was recorded in the official real estate records of Davis County on June 27, 2007, as Entry Number 2283375 in Book Number 4313 beginning at Page Number 127; and

B. Declarant desires to amend the Original Declaration to make it conform to correct certain scrivener's errors.

C. Pursuant to Section 14.2(a) of the Original Declaration, the Original Declaration can be unilaterally amended by Declarant from time to time.

NOW, THEREFORE, in consideration of the foregoing premises, and the provisions herein contained, Declarant hereby declares as follows:

1. The Original Declaration is hereby amended to delete the existing text of Sections 17.1, 17.2, 17.3 and 17.4 and replace the same in their entirety with the following:

17.1 Insurance by Association. Commencing not later than the date a Unit is conveyed to a Person other than Founder, the Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance specified below.

17.1(a) The Board of Directors may adopt General Insurance House Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Association shall obtain the following insurance coverages ("The Association Master Policy"):

- (i) **Public Liability**. Public liability for the Common Areas and Facilities;
- (ii) **Common Area**. Property, fire and extended hazard for all Common Areas;
- (iii) **Buildings and Units**. If and to the extent the Board deems it advisable, special form property, fire and extended hazard for all buildings that contain more than one Unit, including any improvement which is a permanent part of a building such as cabinets, floor and wall coverings, built-in appliances, and attached fixtures. However, Neighborhood Sub-Associations shall be required to procure and maintain in full force and effect adequate insurance specific to its own Neighborhood Sub-Association's needs and requirements, as set forth in said Neighborhood Sub-Association's governing documents or the rules and regulations thereof. Any such costs shall be a common expense of the members of the Neighborhood Sub-Association;
- (iv) **D&O**. Directors and officers in not less than \$1,000,000;
- (v) **Fidelity Bond**. Fidelity bond, in an amount not less than the reserves and operating capital of the association; and
- (vi) **Workmen's Compensation Insurance**. The Board shall purchase and maintain in effect workmen's compensation

insurance for all employees of the Association to the extent that such insurance is required by law.

17.1(b) Insurance Company. The Association shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

17.1(c) Minimum Amount of Insurance Coverage. The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, death, and property damage. This amount may be increased by resolution of the Board of Directors.

17.1(d) Name Association as Additional Insured. Any insurance policy obtained independently by a Neighborhood Association, if any, shall name the Association as a certificate holder, additional insured.

17.1(e) Premium as a Common Expense. The premium for the Association's insurance; including but not limited to: general liability, property coverage, directors and officers, and fidelity bond coverage is to be a Common Expense.

17.2 Insurance by Owner/Damages to Common Areas. Each Unit Owner shall obtain and maintain homeowners insurance for the full replacement of her/his dwelling, as well public liability insurance for her/his Unit and such other coverages necessary for the Owners individual situation (i.e., liability, casualty, property, etc.) Each Unit Owner shall provide evidence of insurance pursuant to a request of the Association. Each Unit Owner is responsible for the maintenance of his Unit and for the repair of any damage he causes to another Unit or the Common Area and facilities, if any. In the event that a Unit Owner causes damage to the Common Areas, it is presumed that the Unit Owner is responsible to pay the Association's deductible; provided, however, the deductible on a claim made against the Association's Master Policy shall be paid for by the party (i) who would be liable for the loss, damage, claim, or repair of the absence of insurance of (ii) from whose Unit the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party(s) responsible bears to the total cost. If a loss to the Common Areas is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Unit Owner(s) shall be responsible for the deductible. Each Unit Owners is encouraged to purchase insurance to cover the cost of the deductible as referenced above, the amount of which shall be determined by the Declarant/Board.

17.3 Not a Limitation. The provisions of this section shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance

coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

17.4 Default. If an Owner fails to maintain the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to, without further notice, purchase the required insurance and treat the cost as an Individual Assessment.

2. The Original Declaration is hereby amended to add the following new Section 17.5:

17.5 Validity of Document. If any term, part or provision of this document is ruled by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the document did not contain such term, part or provision.

3. This Amendment pertains to the real property described on Exhibit "A" attached hereto and to the other real property that may become subject to the Original Declaration in the future.

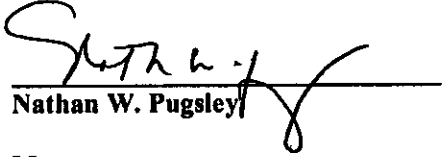
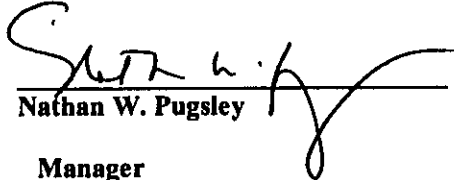
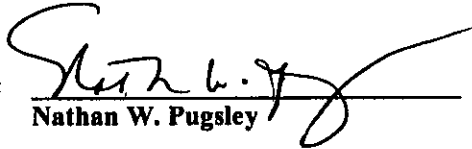
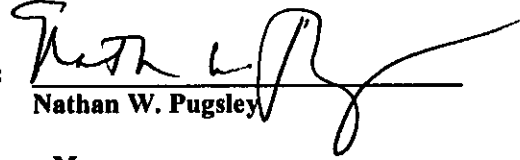
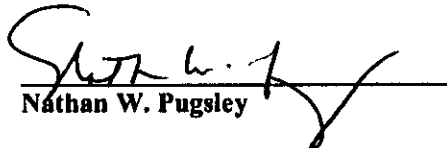
4. Except as expressly modified herein, the Original Declaration shall remain in full force and effect.

5. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Original Declaration.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first written above.

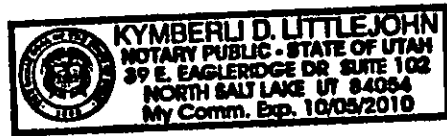
DECLARANT:

<p>WOODSIDE AMBERLY, LLC, a Utah limited liability company</p> <p>By:  Nathan W. Pugsley</p> <p>Its: Manager</p>	<p>WOODSIDE BERKELEY, LLC, a Utah limited liability company</p> <p>By:  Nathan W. Pugsley</p> <p>Its: Manager</p>
<p>WOODSIDE CAMBRIA, LLC, a Utah limited liability company</p> <p>By:  Nathan W. Pugsley</p> <p>Its: Manager</p>	<p>WOODSIDE CASTLETON, LLC, a Utah limited liability company</p> <p>By:  Nathan W. Pugsley</p> <p>Its: Manager</p>
<p>WOODSIDE STONEHAVEN, LLC, a Utah limited liability company</p> <p>By:  Nathan W. Pugsley</p> <p>Its: Manager</p>	

STATE OF UTAH)
) ss
County of Davis)

On the 29th day of June, 2007, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is Manager of said WOODSIDE AMBERLY, LLC, that executed the within instrument.

Kimberli D. Littlejohn
Notary Public



Residing at: North Salt Lake, Davis County, Utah

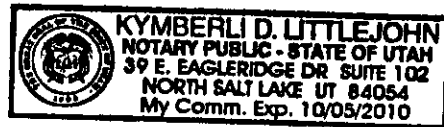
My Commission Expires: 10/5/2010

(seal)

STATE OF UTAH)
) ss
County of Davis)

On the 29th day of June, 2007, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is Manager of said WOODSIDE BERKELEY, LLC, that executed the within instrument.

Kimberli D. Littlejohn
Notary Public



Residing at: North Salt Lake, Davis County, Utah

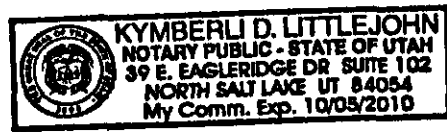
My Commission Expires: 10/5/2010

(seal)

STATE OF UTAH)
) ss
County of Davis)

On the 29th day of June, 2007, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is Manager of said WOODSIDE CAMBRIA, LLC, that executed the within instrument.

Kimberli D Littlejohn
Notary Public



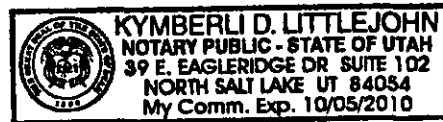
Residing at: North Salt Lake, Davis County, Utah
My Commission Expires: 10/5/2010

(seal)

STATE OF UTAH)
) ss
County of Davis)

On the 29th day of June, 2007, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is Manager of said WOODSIDE CASTLETON, LLC, that executed the within instrument.

Kimberli D Littlejohn
Notary Public



Residing at: North Salt Lake, Davis County, Utah
My Commission Expires: 10/5/2010

(seal)

EXHIBIT A

LEGAL DESCRIPTION

The following real property in Davis County, Utah:

The property within Foxboro North Plat 1 LESS AND EXCEPTING therefrom Lots One Hundred One (101) and One Hundred Two (102) of Foxboro North Plat 1 recorded at the office of the Davis County Recorder as Entry Number 2224271, in Book 4171, at Page 304, on December 4, 2006.

Parcel ID No's: None

Lots Two Hundred One (201) through Two Hundred Eleven (211) of Foxboro North Plat 2 recorded at the office of the Davis County Recorder as Entry Number 2224956, in Book 4172, at Page 1006, on December 5, 2006.

Parcel ID No's: 06-268-0201 to 06-268-0211

Lots Three Hundred One (301) through Three Hundred Forty-Two (342) and Parcels I and J of Foxboro North Plat 3 recorded at the office of the Davis County Recorder as Entry Number 2225732, in Book 4174, at Page 642, on December 7, 2006.

Parcel ID No's: 06-269-0301 to 06-269-0344

Lots Four Hundred One (401) through Four Hundred Thirty-Three (433) and Parcel I of Foxboro North Plat 4 recorded at the office of the Davis County Recorder as Entry Number 2226459, in Book 4176, at Page 795, on December 11, 2006.

Parcel ID No's: 06-271-0401 to 06-271-0444

Lots Six Hundred One (601) through Six Hundred Twenty-Five (625) of Foxboro North Plat 6 recorded at the office of the Davis County Recorder as Entry Number 2279192, in Book 4302, at Page 637, on June 12, 2007.

Parcel ID No's: 06-278-0601 to 06-278-0625