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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/29/2007 04:09 PM
FEE \$153.00 Pgs: 4
DEP RTT REC'D FOR WOODSIDE HOMES C
ORP

AFTER RECORDING RETURN TO:

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

08-353-0101 thru 0198
08-400-0201 thru 0243
08-398-0301 thru 0357

(Space Above Line for Recorder's Use Only)

**SECOND CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
HUNTERS CREEK SUBDIVISION**

THIS SECOND CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HUNTERS CREEK SUBDIVISION (this "Amendment"), is made as of this ___ day of January, 2007, by WOODSIDE HUNTERS CREEK, LLC, a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS:

A. The original Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter's Creek Subdivision (the "Original Declaration") was recorded in the official real estate records of Davis County on March 31, 2006, as Entry Number 2156775 in Book Number 4003 at Page Number 1662-1697; and

B. A First Certificate of Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hunter's Creek Subdivision (the "First Amendment") was recorded in the official real estate records of Davis County on May 10, 2006, as Entry Number 2167061 in Book Number 4031 at Page Number 344-347;

C. Declarant desires to amend the Original Declaration to correct certain scrivener's errors contained in the Original Declaration.

D. Pursuant to Section 9.2 of the Original Declaration, the Original Declaration can be amended 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 replace Section 4.2 in its entirety with the following:

4.2 Annual Assessments. Commencing on March 1, 2007, an Annual Assessment shall be made against each Lot, except any Lot owned by Declarant, for the purpose of paying (or creating a reserve for) Common Expenses. The Annual Assessment for all Lots, except any Lot owned by Declarant, shall be Six Hundred Sixty Dollars (\$660.00) per Lot.

4.2.1 After March 1, 2007, the Annual Assessment may be increased each year in the discretion of the Board by not more than the lesser of: (i) twenty-five percent (25%) of the Annual Assessment for the previous year, or (ii) Two Hundred Fifty Dollars (\$250.00).

4.2.2 From and after March 1, 2007, the Annual Assessment may be increased above twenty-five percent (25%) or the Two Hundred Fifty Dollars (\$250.00) per year limit by a vote of sixty-six and two-thirds percent (66.66%) of the Members who are voting in person or by proxy, at a meeting duly called for that purpose.

2. The Original Declaration is hereby amended to replace Section 4.5 in its entirety with the following:

4.5 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the twelve month period beginning March 1, 2007. The Board, in its sole discretion from time to time, may change the Assessment Period by Recording with the County an instrument specifying the new Assessment Period. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

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

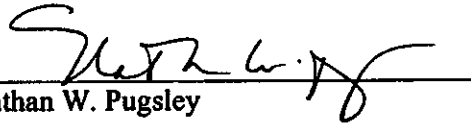
4. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Original Declaration and the First Amendment.

5. This amendment affects the real property described by Exhibit "A".

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

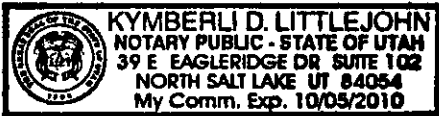
DECLARANT:

Woodside Hunters Creek, LLC
a Utah limited liability company

By: 
Name: Nathan W. Pugsley
Its: Manager

STATE OF UTAH)
) ss
County of Davis)

On the 29th day of January 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 Hunters Creek, LLC, that executed the within instrument.





Notary Public
Residing at: North Salt Lake, Utah
My Commission Expires: 10/5/2010

EXHIBIT "A"
LEGAL DESCRIPTION

This amendment affects the real property described below:

Lots One Hundred One (101) through One Hundred Thirty-six (136) and parcels A and B inclusive, of **Hunters Creek Subdivision, No. 1** recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2049684, Book 3719, Page 641, on February 3, 2005.

APN: 08-353-0101 through 08-353-0138

Lots Two Hundred One (201) through Two Hundred Thirty-eight (238) and parcels K, L, M, N, and O inclusive, of **Hunters Creek Subdivision, No. 2** recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2182212, Book 4070, Page 467, on July 6, 2006.

APN: 08-400-0201 through 08-400-0243

Lots Three Hundred One (301) through Three Hundred Fifty-three (353), lot 120A, and parcels H, I, and J inclusive, of **Hunters Creek Subdivision, No. 3** recorded in the official records of the Davis County, Utah, Recorder's Office, as Instrument Number 2172211, Book 4045, Page 628, on May 31, 2006.

APN: 08-398-0301 through 08-398-0357