

When Recorded, Return to:
Woodside Castleton, LLC.
Attn: Nathan W. Pugsley
39 East Eagleridge Drive, Suite 100
North Salt Lake, UT 84054

RETURNED
FEB 19 2008

E 2342427 B 4472 P 1741-1760
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/19/2008 03:43 PM
FEE \$110.00 Pgs: 20
DEP RT REC'D FOR WOODSIDE HOMES CO

DECLARATION OF EXPANSION #2
FOXBORO NORTH CASTLETON

Parcel ID Nos. (APN's)

06-299 + lots
06-300 + lots
06-301 + lots
06-302 + lots
06-303 + lots
06-304 + lots

REFERENCE IS MADE to that certain Declaration of Condominium for Foxboro North Castleton, an expandable Utah condominium project, recorded on August 10, 2007, as Instrument No. 2296656 in Book 4343, Page 1388-1452, recorded in the Official Records, Davis County Recorder, Davis County, Utah, (collectively referred to herein as the "Declaration"). And

Pursuant to Section 4, Paragraph 4.1, Declarant reserved the right to further expand the Project to include additional Units to be subject to the Declaration, and to further such complementary additions and modifications of the covenants, conditions, and restrictions contained in the Declaration as may be necessary to hereby further expansions to the real property currently covered by the Declaration, that real property described on Exhibit A-1 to this Declaration of Expansion and depicted on Exhibit A-2 to this Declaration of Expansion (the "Expansion Property").

Upon the recordation of this Declaration of Expansion and pursuant to the terms of the Declaration, all the terms and conditions of the Declaration shall automatically apply to the Expansion Property in the same manner as if the Expansion Property originally had been covered in the Declaration and constituted a portion of the original Project. Upon said recordation, the rights, privileges, duties and liabilities of the parties to the Declaration with regard to the Expansion Property shall be the same as with regard to the original Project, and the rights, obligations, privileges, duties and liabilities of the Owners and occupants of Units within the Expansion Property shall be the same as those of the Owners and occupants of Units within the Original Property.

Pursuant to the Declaration, Declarant reserved the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas. A revised schedule of undivided interests in the Common Areas created by this Declaration of Expansion is shown on Exhibit B to this Declaration of Expansion ("Revised Schedule of Undivided Interest").

The Identifying Number of each Unit in the Expansion Property is the unit number as shown on the Plat.

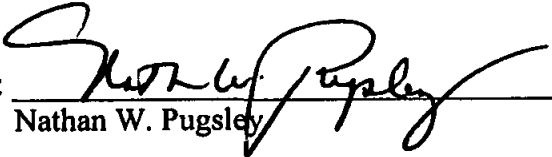
Capitalized terms herein not otherwise defined shall have the meanings set forth in the Declaration.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Expansion #2 as of this
14th day of February, 2008.

DECLARANT:

Woodside Castleton, LLC
A Utah limited liability company

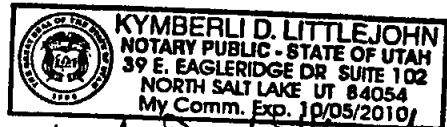
By: 
Nathan W. Pugsley

Its: Manager

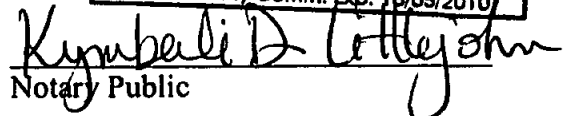
STATE OF UTAH

County of Davis.

On the 15th day of February, 2008, personally appeared before me Nathan W. Pugsley who being by me duly sworn did say that he, Nathan W. Pugsley is the Manager of said Woodside Castleton, LLC, a Utah limited liability company.



My commission expires: 10/5/2010


Notary Public

**EXHIBIT A
EXPANSION PROPERTY**

The Expansion Property is as follows:

Plat 4

All of Unit 4, Unit 5, and Unit 6, Building 112; all of Unit 1 Unit 2, and Unit 3, Building 113; all of Unit 4 Unit 5 and Unit 6, Building 114; all of Unit 1 Unit 2 and Unit 3, Building 115; and the Common Area; contained within Castleton North At Foxboro North Plat 4, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of Davis County, Utah, Recorder's Office, as Instrument Number 2341172, Book 4469, Page 475 on Feb. 13, 2008.

Parcel ID #'S APN'S: 06-299 + lots

Plat 5

All of Unit 4, Unit 5, and Unit 6, Building 116; all of Unit 4, Unit 5, and Unit 6, Building 117; all of Unit 1, Unit 2, and Unit 3, Building 118; all of Unit 1, Unit 2, and Unit 3, Building 119; and the Common Area; contained within Castleton North At Foxboro North Plat 5, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of Davis County, Utah, Recorder's Office, as Instrument Number 2341371, Book 4469, Page 1610 on Feb. 13, 2008.

Parcel ID #'S APN'S: 06-300 + lots

Plat 6

All of Unit 1, Unit 2, and Unit 3, Building 120; all of Unit 1, Unit 2, and Unit 3, Building 121; all of Unit 4, Unit 5, and Unit 6, Building 122; and the Common Area; contained within Castleton North At Foxboro North Plat 6, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of Davis County, Utah, Recorder's Office, as Instrument Number 2341635, Book 4470, Page 898 on Feb. 14, 2008.

Parcel ID #'S APN'S: 06-301 + lots

Plat 7

All of Unit 4, Unit 5, and Unit 6, Building 123; all of Unit 1, Unit 2, and Unit 3, Building 124; all of Unit 1, Unit 2, and Unit 3, Building 125; and the Common Area; contained within Castleton North At Foxboro North Plat 7, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of Davis County, Utah, Recorder's Office, as Instrument Number 2341742, Book 4470, Page 1265 on Feb. 14, 2008.

Parcel ID #'S APN'S: 06-302 + lots

Plat 8

All of Unit 4, Unit 5, and Unit 6, Building 126; all of Unit 1, Unit 2, and Unit 3, Building 127; all of Unit 7, Unit 8, and Unit 9, Building 128; and the Common Area; contained within Castleton North At Foxboro North Plat 8, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of Davis County, Utah, Recorder's Office, as Instrument Number 2341893, Book 4471, Page 579 on Feb 15, 2008.

Parcel ID #'S APN'S: 06-303 + lots

Plat 9

All of Unit 1, Unit 2, and Unit 3, Building 129; all of Unit 1, Unit 2, and Unit 3, Building 130; and the Common Area; contained within Castleton North At Foxboro North Plat 9, an expandable Utah Condominium project, as the same is identified in the Condominium Plat recorded in the official records of Davis County, Utah, Recorder's Office, as Instrument Number 2341944, Book 4471, Page 863 on Feb 15, 2008.

Parcel ID #'S APN'S: 06-304 + lots

EXHIBIT A-2
Map of Expansion Property, Plat 4

Form containing project details, signatures, and notes. Includes sections for 'Submitted By' (BINGHAM ENGINEERING), 'Prepared For' (FOXBORO CASTLETON, L.L.C.), 'Submitted for Approval' (City Council), and 'Date of Approval' (01/21/08). Contains a 'NOTES' section with numbered items 1-3 and a 'FOXBORO NORTH CASTLETON - DECLARATION OF EXPANSION # 2' title.

CASTLETON NORTH AT FOXBORO NORTH PLAT 5
 A CONSOLIDATED PLAT FOR THE CASTLETON NORTH PLAT 5
 TOWNSHIP 2 NORTH, RANGE 1 WEST, S41 T48N R17E
 CITY OF FORTY-SIX EAST, DAVIS COUNTY, IOWA

STANDARD CONTRACT

1. Subject to the terms and conditions of the Standard Contract as provided for in the Standard Contract, the undersigned hereby agrees to provide the services of a Professional Engineer for the design and construction of the project described herein. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract.

2. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract.

3. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract.

4. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract.

5. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract.



6. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract. The undersigned shall be bound by the terms and conditions of the Standard Contract, which shall be a part of this contract.

OWNER'S DECLARATION AND CERTIFICATION

I, the undersigned, hereby certify that the information provided herein is true and correct to the best of my knowledge and belief. I am the owner of the project described herein and I am providing this information for the purpose of obtaining a permit from the City of Forty-Six, Iowa.

CASTLETON NORTH AT FOXBORO NORTH PLAT 5
 TOWNSHIP 2 NORTH, RANGE 1 WEST, S41 T48N R17E
 CITY OF FORTY-SIX EAST, DAVIS COUNTY, IOWA

Signature of Owner: _____
 Name of Owner: _____
 Title of Owner: _____

APPROVED

Signature of Engineer: _____
 Name of Engineer: Gregory S. Smith
 Title of Engineer: Professional Engineer

Signature of City Engineer: _____
 Name of City Engineer: _____
 Title of City Engineer: _____

Signature of Planning Commission: _____
 Name of Planning Commission: _____
 Title of Planning Commission: _____

RECOMMENDED BY

City Engineer: _____
 Date: _____

RECOMMENDED BY

City Engineer: _____
 Date: _____

RECOMMENDED BY

City Engineer: _____
 Date: _____

RECOMMENDED BY

City Engineer: _____
 Date: _____

RECOMMENDED BY

City Engineer: _____
 Date: _____

| | | | |
|--|--|--|--|
| <p>City Engineer: _____ Date: _____</p> | <p>City Engineer: _____ Date: _____</p> | <p>City Engineer: _____ Date: _____</p> | <p>City Engineer: _____ Date: _____</p> |
|--|--|--|--|

CASTLETON NORTH AT FOXBORO NORTH PLAT 7
 A COMMERCIAL PROJECT LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP
 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN
 CITY OF NORTH SALT LAKE BASIN COUNTY, UTAH

OWNER'S CERTIFICATE

I, the undersigned, being the owner of the above described property, do hereby certify that the same is as shown on the attached plat, and that the same is in accordance with the provisions of the laws of the State of Utah, and that the same is in accordance with the provisions of the laws of the City of North Salt Lake Basin, Utah.

I further certify that the same is in accordance with the provisions of the laws of the State of Utah, and that the same is in accordance with the provisions of the laws of the City of North Salt Lake Basin, Utah.

I hereby certify that the same is in accordance with the provisions of the laws of the State of Utah, and that the same is in accordance with the provisions of the laws of the City of North Salt Lake Basin, Utah.



 Licensed Professional Engineer
 State of Utah

OWNER'S DECLARATION AND CERTIFICATION TO RECORD
 I, the undersigned, being the owner of the above described property, do hereby certify that the same is as shown on the attached plat, and that the same is in accordance with the provisions of the laws of the State of Utah, and that the same is in accordance with the provisions of the laws of the City of North Salt Lake Basin, Utah.

NON-RECORD

On this _____ day of _____, 2007, I, the undersigned, being the owner of the above described property, do hereby certify that the same is as shown on the attached plat, and that the same is in accordance with the provisions of the laws of the State of Utah, and that the same is in accordance with the provisions of the laws of the City of North Salt Lake Basin, Utah.

 Notary Public for the State of _____
 My Commission Expires _____

NOTES

- 1) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 2) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 3) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 4) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 5) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 6) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 7) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 8) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 9) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.
- 10) The undersigned hereby certifies that the attached plat is a true and correct copy of the original plat as shown on file in the office of the County Clerk of the County of _____, Utah.

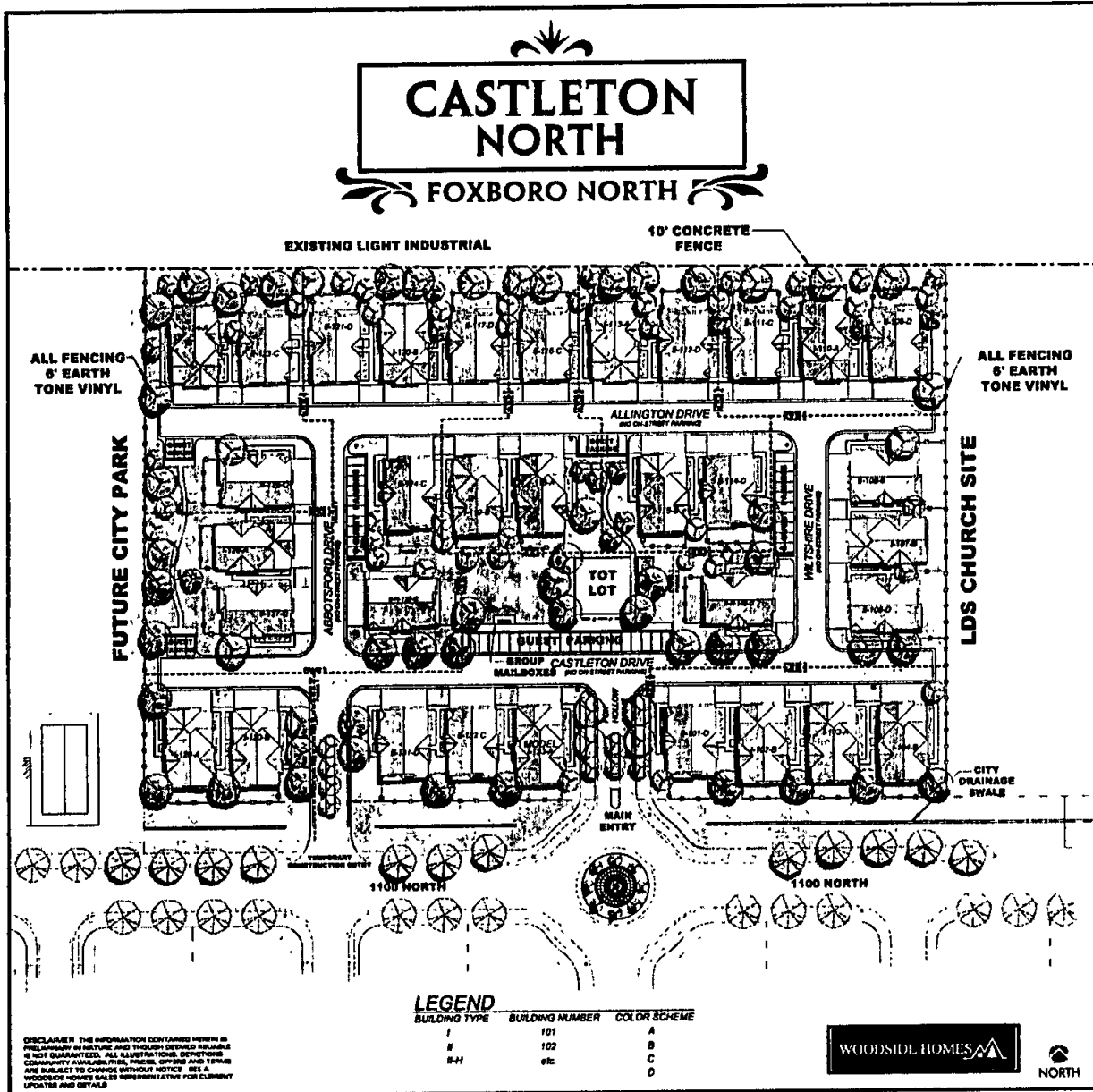
CASTLETON NORTH AT FOXBORO NORTH PLAT 7
 A COMMERCIAL PROJECT LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP
 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN
 CITY OF NORTH SALT LAKE BASIN COUNTY, UTAH

BINGHAM ENGINEERING
 1000 N. 1000 E. SUITE 100
 SALT LAKE CITY, UTAH 84143
 (801) 488-1111
 FAX (801) 488-1112
 WWW.BINGHAMENGINEERING.COM

Prepared For:
 MOUNTAIN STATES DEVELOPMENT, L.P.
 2000 S. 1000 E. SUITE 100
 SALT LAKE CITY, UTAH 84143

| | | | | |
|--|---|--|---|---|
| Prepared By: Date: _____ 2007 City Engineer: _____ | Recommended for Approval: Date: _____ 2007 City Engineer: _____ | Recommended by Approved: Date: _____ 2007 City Engineer: _____ | City Council Approved: Date: _____ 2007 at which this plat was approved and accepted. Mayor: _____ City Recorder: _____ | Open Court, Recorder: From No. _____ For Bid _____ Date for receipt and recording of _____ at _____ of Official Record Page _____ County Recorder _____ Book _____ Page _____ Date _____ Page # _____ |
|--|---|--|---|---|

EXHIBIT A-2
Site Plan



LEGEND

| BUILDING TYPE | BUILDING NUMBER | COLOR SCHEME |
|---------------|-----------------|--------------|
| I | 101 | A |
| J | 102 | B |
| K-H | etc. | C |
| | | D |

DISCLAIMER: THE INFORMATION CONTAINED HEREIN IS PRELIMINARY IN NATURE AND SHOULD BE CONSIDERED AS NOT GUARANTEED. ALL ILLUSTRATIONS, SPECIFICATIONS, CONDITIONS, AVAILABILITY, PRICES, OFFERS AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE. SEE A WOODS HILLS HOMES REPRESENTATIVE FOR CURRENT UPDATES AND DETAILS.



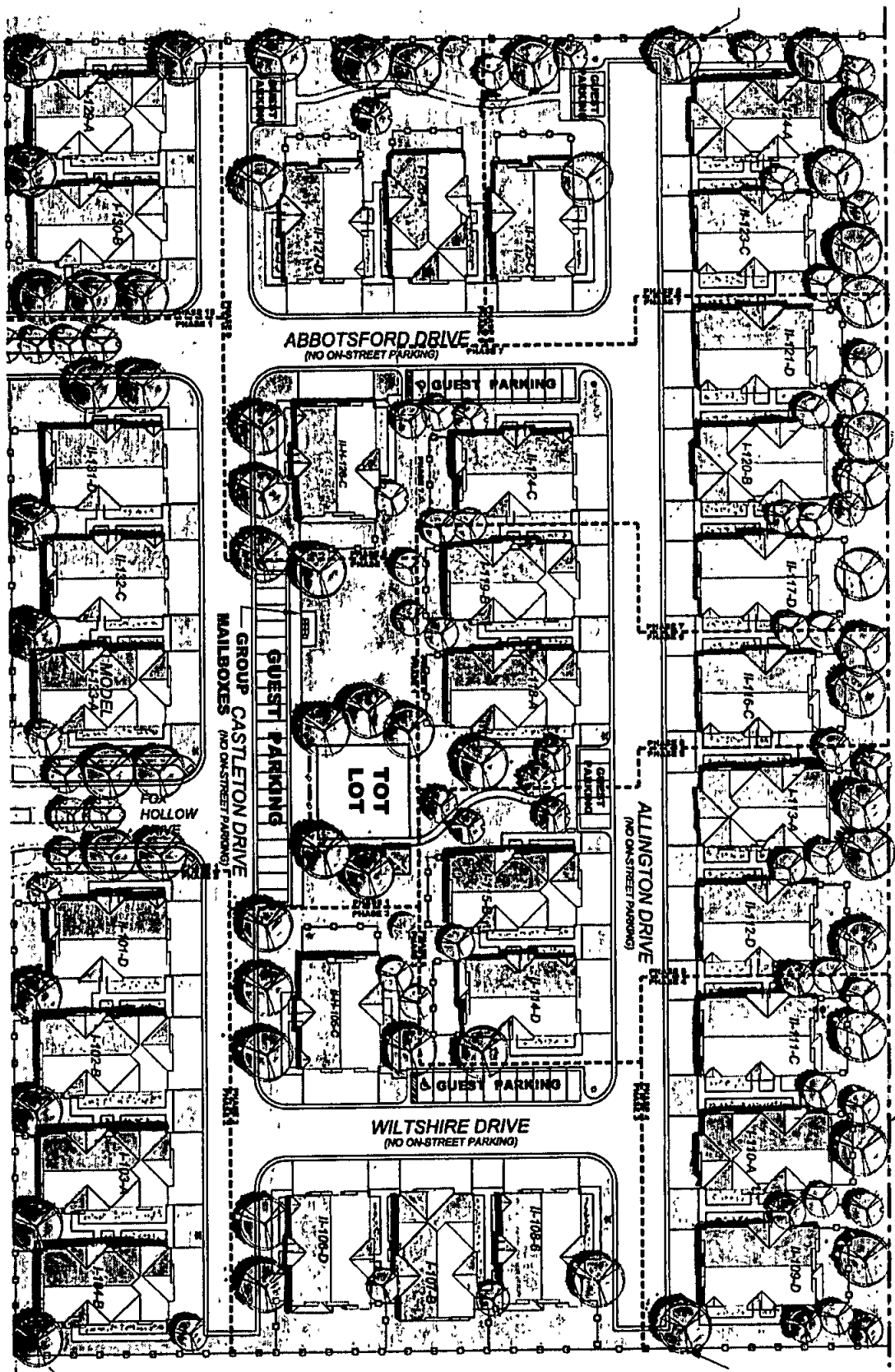


EXHIBIT B

| Revised Schedule of Undivided Interest (Final Phase) | | | | | | | | | | | |
|--|----------|--------|--------|--------|----------|--------|--------|---------|----------|----------|--------|
| Plat # | Building | Unit # | UNIT % | Plat # | Building | Unit # | UNIT % | Plat # | Building | Unit # | UNIT % |
| Plat 1 | 101 | 4 | 1.010% | Plat 4 | 112 | 4 | 1.010% | Plat 7 | 123 | 4 | 1.010% |
| Plat 1 | 101 | 5 | 1.010% | Plat 4 | 112 | 5 | 1.010% | Plat 7 | 123 | 5 | 1.010% |
| Plat 1 | 101 | 6 | 1.010% | Plat 4 | 112 | 6 | 1.010% | Plat 7 | 123 | 6 | 1.010% |
| Plat 1 | 102 | 1 | 1.010% | Plat 4 | 113 | 1 | 1.010% | Plat 7 | 124 | 1 | 1.010% |
| Plat 1 | 102 | 2 | 1.010% | Plat 4 | 113 | 2 | 1.010% | Plat 7 | 124 | 2 | 1.010% |
| Plat 1 | 102 | 3 | 1.010% | Plat 4 | 113 | 3 | 1.010% | Plat 7 | 124 | 3 | 1.010% |
| Plat 1 | 103 | 1 | 1.010% | Plat 4 | 114 | 4 | 1.010% | Plat 7 | 125 | 1 | 1.010% |
| Plat 1 | 103 | 2 | 1.010% | Plat 4 | 114 | 5 | 1.010% | Plat 7 | 125 | 2 | 1.010% |
| Plat 1 | 103 | 3 | 1.010% | Plat 4 | 114 | 6 | 1.010% | Plat 7 | 125 | 3 | 1.010% |
| Plat 1 | 104 | 1 | 1.010% | Plat 4 | 115 | 1 | 1.010% | Plat 8 | 126 | 4 | 1.010% |
| Plat 1 | 104 | 2 | 1.010% | Plat 4 | 115 | 2 | 1.010% | Plat 8 | 126 | 5 | 1.010% |
| Plat 1 | 104 | 3 | 1.010% | Plat 4 | 115 | 3 | 1.010% | Plat 8 | 126 | 6 | 1.010% |
| Plat 2 | 105 | 7 | 1.010% | Plat 5 | 116 | 4 | 1.010% | Plat 8 | 127 | 1 | 1.010% |
| Plat 2 | 105 | 8 | 1.010% | Plat 5 | 116 | 5 | 1.010% | Plat 8 | 127 | 2 | 1.010% |
| Plat 2 | 105 | 9 | 1.010% | Plat 5 | 116 | 6 | 1.010% | Plat 8 | 127 | 3 | 1.010% |
| Plat 2 | 106 | 4 | 1.010% | Plat 5 | 117 | 4 | 1.010% | Plat 8 | 128 | 7 | 1.010% |
| Plat 2 | 106 | 5 | 1.010% | Plat 5 | 117 | 5 | 1.010% | Plat 8 | 128 | 8 | 1.010% |
| Plat 2 | 106 | 6 | 1.010% | Plat 5 | 117 | 6 | 1.010% | Plat 8 | 128 | 9 | 1.010% |
| Plat 2 | 107 | 1 | 1.010% | Plat 5 | 118 | 1 | 1.010% | Plat 9 | 129 | 1 | 1.010% |
| Plat 2 | 107 | 2 | 1.010% | Plat 5 | 118 | 2 | 1.010% | Plat 9 | 129 | 2 | 1.010% |
| Plat 2 | 107 | 3 | 1.010% | Plat 5 | 118 | 3 | 1.010% | Plat 9 | 129 | 3 | 1.010% |
| Plat 3 | 108 | 4 | 1.010% | Plat 5 | 119 | 1 | 1.010% | Plat 9 | 130 | 1 | 1.010% |
| Plat 3 | 108 | 5 | 1.010% | Plat 5 | 119 | 2 | 1.010% | Plat 9 | 130 | 2 | 1.010% |
| Plat 3 | 108 | 6 | 1.010% | Plat 5 | 119 | 3 | 1.010% | Plat 9 | 130 | 3 | 1.010% |
| Plat 3 | 109 | 4 | 1.010% | Plat 6 | 120 | 1 | 1.010% | Plat 10 | 131 | 4 | 1.010% |
| Plat 3 | 109 | 5 | 1.010% | Plat 6 | 120 | 2 | 1.010% | Plat 10 | 131 | 5 | 1.010% |
| Plat 3 | 109 | 6 | 1.010% | Plat 6 | 120 | 3 | 1.010% | Plat 10 | 131 | 6 | 1.010% |
| Plat 3 | 110 | 1 | 1.010% | Plat 6 | 121 | 1 | 1.010% | Plat 10 | 132 | 4 | 1.010% |
| Plat 3 | 110 | 2 | 1.010% | Plat 6 | 121 | 2 | 1.010% | Plat 10 | 132 | 5 | 1.010% |
| Plat 3 | 110 | 3 | 1.010% | Plat 6 | 121 | 3 | 1.010% | Plat 10 | 132 | 6 | 1.010% |
| Plat 3 | 111 | 4 | 1.010% | Plat 6 | 122 | 4 | 1.010% | Plat 10 | 133 | 1 | 1.010% |
| Plat 3 | 111 | 5 | 1.010% | Plat 6 | 122 | 5 | 1.010% | Plat 10 | 133 | 2 | 1.010% |
| Plat 3 | 111 | 6 | 1.010% | Plat 6 | 122 | 6 | 1.010% | Plat 10 | 133 | 3 | 1.010% |
| | | | | | | | | | | Total % | 100% |
| | | | | | | | | | | Units | 99 |
| | | | | | | | | | | % / unit | 1.010% |