

**SECOND AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF KAUFMAN AND BROAD AT PILGRIMS LANDING**

This Second Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions of Kaufman and Broad at Pilgrims Landing (the "Second Amendment"), made this 24 day of May, 1999, is made pursuant to the provisions for amendment of that certain Declaration of Restrictive Covenants, Conditions and Restrictions of Kaufman and Broad at Pilgrims Landing, recorded in the official records of Utah County, State of Utah on November 18, 1998, as Entry No. 119013 in Book 4862, at Pages 692, *et seq.*.

WITNESSETH:

WHEREAS, there has previously been filed a Declaration of Restrictive Covenants, Conditions and Restrictions ("Declaration") concerning the property described on Exhibit "A" and referred to as "the Subdivision", which declarations were recorded in the official records of Utah County, as set forth above;

WHEREAS, there has also previously been filed an Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions ("First Amendment") dated January 21, 1999, modifying certain of the provisions of the Declaration, which First Amendment was recorded in the official records of Utah County;

WHEREAS, Declarant, which as of the date hereof owns a majority of the Lots within the Subdivision, desires to amend the Declaration, to expressly include the placement of landscaping on an individual lot as an improvement which shall require prior approval by the Harbor Point Committee;

WHEREAS, Section 20 of the Declaration permits amendments to the Declaration by Declarant at any time, at Declarant's sole discretion, so long as Declarant owns a majority of the Lot within the Subdivision;

WHEREAS, Kaufman and Broad of Utah, Inc., a California corporation, the Declarant of the Declarations, has duly approved the following amendments to the Declaration as hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. The Declaration is hereby amended by deleting in its entirety subparagraph 6.a. thereto, and in its place, substituting the following:

6.a. Approval Required. For the purpose of further insuring the development of the Subdivision as a residential area of high

standards, the owner or occupant of each lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, fence, or other structure or landscaping shall be placed upon said lot unless and until the plans and specifications and plot plan have been approved in writing by the Harbor Point Committee. Each such building, wall, fence or other structure, or landscaping shall be placed on the lot only in accordance with the plans and specifications and plot plan so approved in writing by the Harbor Point Committee. No material alteration of the exterior appearance of any home or other structural improvement in the Subdivision shall be made without the Harbor Point Committee's written approval.

2. The provisions of this Second Amendment shall supersede any provisions in the Declaration and the First Amendment that are inconsistent herewith.
3. Except for the foregoing amendments and modifications, the Declaration, as amended by the First Amendment, and all terms, conditions and policies adopted pursuant thereto shall remain in full force and effect and the same, as amended, are hereby ratified and approved.
4. This Second Amendment shall take effect upon recordation with the Utah County Recorder.

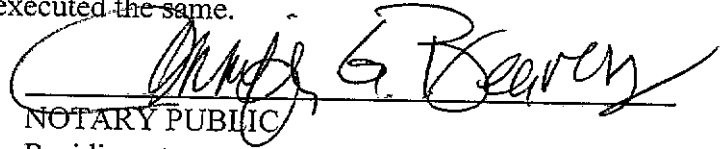
DECLARANT:
KAUFMAN AND BROAD OF UTAH, INC.,
a California corporation

By: 

Elliot Jenkins
Title: Assistant Secretary

STATE OF UTAH)
)
 : ss.
)
COUNTY OF SALT LAKE)

On the 24 day of May, 1999, personally appeared before me Elliot Jenkins, who being by me duly sworn, did say that he is the Assistant Secretary of Kaufman and Broad of Utah, Inc., and that the foregoing instrument was signed on behalf of said corporation, and said Elliot Jenkins acknowledged to me that said corporation executed the same.


NOTARY PUBLIC

Residing at:
Salt Lake

My Commission Expires:
4/5/02

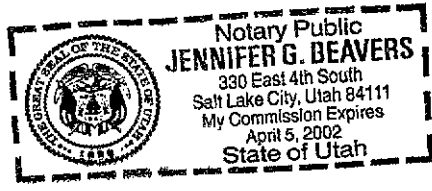


EXHIBIT A

Beginning at a point located 1901.00 feet North $89^{\circ}51'26''$ West along the Section line from the South quarter corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence: North $89^{\circ}51'26''$ West 424.36 feet; thence North $39^{\circ}19'21''$ West 526.02 feet; thence South $1^{\circ}26'24''$ West 114.12 feet; thence North $38^{\circ}44'35''$ West 900.26 feet; thence North $38^{\circ}50'43''$ West 426.24 feet; thence South $89^{\circ}21'33''$ East 88.17 feet; thence North $49^{\circ}38'21''$ West 350.32 feet; thence North $48^{\circ}49'11''$ East 1364.31 feet to a point located 200.00 feet South $0^{\circ}24'17''$ West from the West quarter corner of said Section 25; thence North $32^{\circ}45'59''$ East 237.67 feet; thence North $32^{\circ}45'31''$ East 406.24 feet; thence South $46^{\circ}07'15''$ East 409.50 feet; thence South $48^{\circ}02'33''$ East 87.42 feet; thence South $47^{\circ}16'20''$ East 46.90 feet; thence South $42^{\circ}38'$ West 325.00 feet; thence South $47^{\circ}16'$ East 546.00 feet; thence North $42^{\circ}38'$ East 130.48 feet; thence South $47^{\circ}22'$ East 867.50 feet; thence South $56^{\circ}52'$ West 19.02 feet; thence South $47^{\circ}22'$ East 267.51 feet; thence South $89^{\circ}56'47''$ West 1088.23 feet; thence South 1325.82 feet to the point of beginning.

TOGETHER WITH ALL RIGHTS, titles and interest in Grantors Prorata Well right 55-7794 (A-266327).

* * *