

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COLONY POINTE,
a planned residential development**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for COLONY POINTE, a planned residential development located in Lehi, Utah (the "Declaration") is executed by Ivory Development, LLC. Of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer")

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for COLONY POINTE was recorded in the office of the County Recorder of Utah County, Utah on March 14, 2005, as Entry No. 26126:2005 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

B. This document affects the real property located in Utah County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. Section 37(a) of the Declaration authorizes the Developer to amend the Declaration.

D. The Developer desires to clarify the fencing requirements.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Developer hereby executes this third Amendment to the Declaration of Covenants, Conditions and Restrictions for COLONY POINTE for and on behalf of and for the benefit of all of the Owners.

1. Section 19(c)(10) of the Declaration is hereby deleted in its entirety and the following provisions are substituted in lieu thereof:

10) All fencing requires the express prior written approval of the ARC. No fence or similar structure shall be built in any front yard to a height in excess of four (4') feet, nor shall any fence or similar structure be built in any side or rear yard in excess of six (6) feet. The fencing in the rear yard of all Lots backing onto the open space park separating the Lot from the park will be 6' tan semi-private vinyl fencing installed by Ivory Development or Designee. The semi-private fencing is to remain uniform both in appearance, construction material and quality of construction, additional fencing inside or outside of the semi-private fencing will not be allowed, and privacy fencing replacing the semi-private fencing will not be allowed. Only tan vinyl fencing is allowed. Wooden, masonry, chain link fencing, other colors of vinyl fencing or construction materials are not allowed anywhere in the Project. If there is a dispute as to what constitutes the front, side or rear yards, or the color or nature of fencing, the decision of the ARC shall be final, binding and conclusive.

2. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 12 day of January, 2007.

DEVELOPER:
IVORY DEVELOPMENT, LLC.

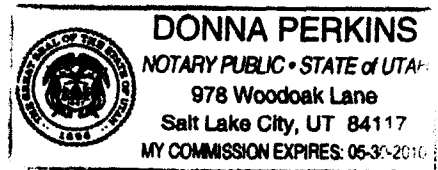
By: [Signature]
Name: Christopher P. Gamvroulas
Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day January, 2007 by Christopher P. Gamvroulas, the Manager of Ivory Development, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC. executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 5/30/2010



Legal Description

All lots contained within plats 'A' and 'B' of Colony Pointe Subdivision, a Planned Unit Development as shown on the official records of Utah County.