

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
ROCKY PEAK VILLAGE II**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ROCKY PEAK VILLAGE II (this "Second Amendment") is made and executed as of this 4th day of April 2013 by Rocky Peak Development, LLC, a Colorado limited liability company ("Declarant") whose legal address is 155 Anglers Drive, P.O. Box 882078, Steamboat Springs, Colorado 80487.

RECITALS:

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Rocky Peak Village II was recorded May 15, 2012 at Reception No. 725228 of the Routt County real property records (the "Original Declaration") as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Rocky Peak Village II recorded November 9, 2012 at Reception No. 731261 of the Routt County real property records ("First Amendment"). Capitalized terms used but not defined in this Second Amendment shall have the same meaning set forth in the Original Declaration. Unless the context otherwise requires, references to the Declaration in the Original Declaration and in this Second Amendment shall be to the Original Declaration as modified by the First Amendment and as modified by this instrument and any subsequent amendments to the Declaration.

B. Declarant is the Declarant under the Original Declaration, the First Amendment and this Second Amendment and the owner of all Lots (Lot 1 through Lot 13) in the Project.

C. Article 6 Section 8 of the Original Declaration reserved in the Declarant the right, without needing the consent of the Association, any Owner or any First Lienor, to withdraw all or any portion of a Lot owned by the Declarant from the Rocky Peak Village II common interest community.

D. Declarant desires to withdraw Lot 13 from the Rocky Peak Village II common interest community.

E. Contemporaneously with Lot 13 being withdrawn from Rocky Peak Village II, such lot is being added to the common interest community known as Rocky Peak Village. Lots in Rocky Peak Village are granted a right to use Willett Heights Trail and are directly assessed by the Willett Heights Condominium Owners Association for all costs for the maintenance and snow removal of Willett Heights Trail.

F. As Lot 13 does not require access to Willett Heights Court because the Lot's driveway is located on Willett Heights Trail, and does not need require an easement

from the Association to access Willett Heights Trail (as it gets such right from being a part of Rocky Peak Village subdivision), the Declarant and the Rocky Peak Village II Owners Association (the "Association") shall not enter into an access agreement such as set forth in Article 6 Section 8 of the Original Declaration and Exhibit B of the Original Declaration nor shall the owner of Lot 13 pay the Association any expenses for the maintenance or snow removal of Willett Heights Court or Willett Heights Trail.

NOW, THEREFORE, pursuant to right of Declarant to withdraw a Lot from the common interest community, the undersigned Declarant does hereby state, publish and declare that the Declaration is amended as hereinafter set forth and that the Declaration, as it may be hereafter amended, shall continue to run with all the property known as Rocky Peak Village II and shall be a burden and benefit to the Owners and their successors and assigns and any person holding or acquiring any interest in such property and their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. Lot 13, Rocky Peak Village II as shown on the Plat for Rocky Peak Village II filed May 15, 2012 at File Number 14080 is hereby withdrawn from the Rocky Peak Village II common interest community and shall no longer be subject to the Declaration.
2. After such withdrawal, the Owners of Lot 13 shall have no rights under the Declaration to use Willett Heights Trail or Willett Heights Court, instead Lot 13 shall rely on the right to use Willett Heights Trail as granted to such Lot 13, or any subdivision thereof, in the Declaration of Covenants, Conditions, Restrictions and Easements for Rocky Peak Village subdivision and shall not be responsible to the Association for any costs incurred by the Association to maintain or remove snow from Willett Heights Trail or Willett Heights Court.

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