

**SECOND AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY**

This Second Amendment to Declaration of Common Interest Community (“**Amendment**”), dated and made effective as of October 30, 2015 (“**Effective Date**”) is made by San Miguel Development Co. - VIII, LLC, a Colorado limited liability company (“**Declarant**”).

**RECITALS**

A. Declarant established a certain common interest community under the name Dancing Bear Ranch (“**Community**”), consisting of certain real property located in Ouray County and Montrose County, Colorado.

B. The Community was formed pursuant to certain “**Governing Documents**”, including the following:

(1) The Declaration of Common Interest Community for Dancing Bear Ranch recorded on December 30, 2005 in Reception No. 190189 (Ouray County) and recorded on July 7, 2015 in Reception No. 866672 (Montrose County) and the First Amendment was recorded on July 14, 2015 in Reception No. 214416 (Ouray County) and recorded on July 14, 2015 in Reception No. 866907 (Montrose County)(collectively, the “**Declaration**”). Certain Design Guidelines are appended to the Declaration; and

(2) Plat of the Community recorded on October 26, 2005 in Reception No. 189646 (Ouray County) (“**Plat**”).

C. The Community consists of certain Lots and Common Elements as depicted on the Plat and otherwise described in the Declaration. Portions of the Common Elements consists of certain privately owned roads (“**Private Roads**”), maintained by the Spruce Mountain Owners Association, Inc., a Colorado nonprofit corporation (“**Association**”). Declarant, together with the Association and the consent and approval of the requisite percentage of the Owners of Lots in the Community Members elect to change the names of certain of the Private Roads, which change is being undertaken with this Amendment.

D. No amendment to the Plat is contemplated to effect the change to the name of the Private Roads.

**NOW, THEREFORE**, for and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

I. **Change of the Road Names.**

1.1. The names of the Private Roads are hereby being changed as follows:

<b>Prior Name of Road Indicated on the Declaration and Plat</b>	<b>New/Modified Name of Road Indicated</b>
Spruce Mountain Lane	Spruce Mountain Trail
Sneffels Lane	Black Bear Trail
Sheridan Lane	Sheridan Trail
Wasatch Lane	Wasatch Lane (No Change)
Little Rose Lane	Little Rose Lane (No Change)

1.2. The location of the Private Roads, as more specifically depicted and described in the Plats, are generally depicted on attached **Exhibit "A"**. Exhibit A is intended to depict the change in designation of the Private Roads. The name and designation of the Private Roads that does not include the parenthesis is the original name of the Private Road. The name and designation of the Private Roads that includes the parenthetical name is intended to be the new/modified name of the Private Road, consistent with Section 1.1 above.

1.3. Nothing herein is intended to, nor shall it modify, change or otherwise alter the location, width or length of any of the Private Roads, which dimensions shall continue to be as stated, described and dimensioned on the Plat and the Declaration.

1.4. Nothing herein shall alter or modify: (a) the rights and interests of the Owners of Lots to use the Private Roads for access and other uses allowed in the Governing Documents, (b) the manner and method by which the Association shall manage, maintain, repair and improve the Private Roads; and (c) the right and ability of the Association to impose and collect assessments and/or Road Impact Fees to defray its costs with respect to the management, maintenance, repair and improvements of the Private Roads.

1.5. This Amendment is intended to amend the Declaration and Plat, provided that no separate Plat amendment is contemplated to be executed and recorded with this Amendment.

2. In all other respects, the Governing Documents shall remain unmodified hereby and in full force and effect.

3. Declarant represents that it has secured the requisite consent and approval of the Owners of Lots in the Community approving this Amendment and authorizing its recordation.

4. Declarant represents that it has secured the requisite consent and approval of any lender required to consent to and approve this Amendment and authorizing its recordation. Any such lender consent will be recorded by separate document, referencing this Declaration Amendment Plat.

5. The Spruce Mountain Owners Association, Inc. has reviewed and does approve and consent to this Amendment.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the Effective Date.

**DECLARANT:**

San Miguel Development Co. - VIII, LLC,  
a Colorado limited liability company

By: *Ronald Kurucz* Date: 10-30-15  
Printed Name RONALD KURUCZ Title: member/manager

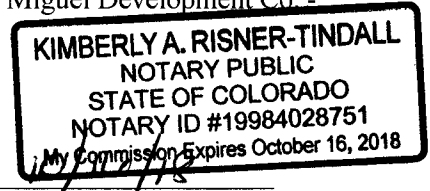
STATE OF COLORADO)  
COUNTY OF San Miguel

The foregoing Amendment was acknowledged before me this 30<sup>th</sup> day of October, 2015, by  
Ronald Kurucz, as the member/manager of San Miguel Development Co. -  
VIII, LLC, a Colorado limited liability company.

Witness my hand and official seal.

*Kimberly A. Risner-Tindall*  
Notary Public

My commission expires: 10/16/18



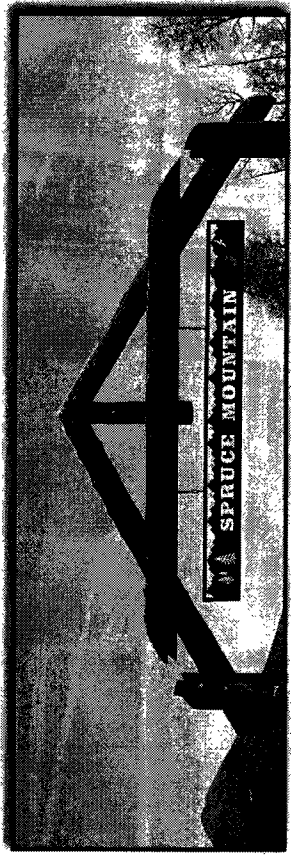
**ASSOCIATION CONSENT:**

**The Undersigned joins this First Amendment to acknowledge its consent and approval of this First Amendment and the Companion Map Amendment**

Spruce Mountain Owners Association, Inc.,  
A Colorado nonprofit corporation

By: *Ron Kurucz*  
Ron Kurucz, President

**EXHIBIT A**



*A gated residential community offering privacy and security in a protected alpine setting. Multiple ponds, mature old growth aspen and spruce forest and outstanding views of the Sneffels range.*

