

**SECOND AMENDMENT
TO THE DECLARATION FOR
HUNTERS RUN HOMEOWNERS ASSOCIATION**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTERS RUN HOMEOWNERS ASSOCIATION is made and entered into this 21st day of September, 2007, by HUNTERS RUN, LLC, a Wyoming Limited Liability Company

RECITALS

A. Declarant is the owner of certain real property located in the City of Green River, County of Sweetwater, State of Wyoming, more particularly described on Exhibit A attached hereto ("Property").

B. The Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hunters Run Homeowners Association recorded in the office of the Sweetwater County Clerk and Recorder, Wyoming on November 9, 2006, at Book 1074, Pages 886 through 943 ("Declaration").

C. Declarant wishes to execute and record an amendment to Section 10.7 of the Declaration.

D. All terms herein shall have the same meaning ascribed to such terms in the Declaration unless otherwise defined.

DECLARATION

Declarant hereby declares that the Declaration and the following Second Amendment which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property.

A. Section 10.7 of the Declaration is hereby amended to provide as follows:

10.7 Date of Commencement of Annual Assessments and Reserve Deposit.

(a) The Annual Assessments shall commence as to all Lots situated on the Property and Expansion Property that has been transferred to an Owner other than the Declarant upon conveyance by Declarant of a Lot to

said Owner. The first Annual Assessment shall be prorated according to the number of months remaining in the calendar year.

(b) Upon conveyance of a Lot, whether by the Declarant to an Owner or by an Owner to a successor Owner, prior to recording the deed or other conveyance documents, the transferee shall pay the Association an amount equal to three months of the then current annual General Assessment for the Lot to be deposited in the Maintenance Reserves of the Association. The foregoing payment is not in lieu of the regular payments of General Assessments established by the Association and is entirely non-refundable.

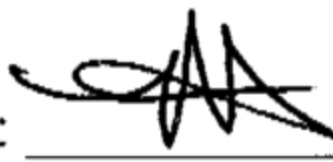
B. This Second Amendment shall be effective as of September 21, 2007.

C. Except as provided herein, all of the terms and conditions of the Declaration shall remain in full force and effect unless amended hereafter.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Run Homeowners Association to be executed as of the day and year first above written.

DECLARANT:

**HUNTERS RUN, LLC,
A Wyoming Limited Liability Company**

By: 
Mark S. Norden, Member and Manager
1401 South Taft Avenue, Suite 200
Loveland, Colorado 80537

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 21 day of September, 2007, by Mark S. Norden, as Member and Manager of HUNTERS RUN, LLC, a Wyoming Limited Liability Company.

WITNESS my hand and official seal.




Juanita Guthrie
Notary Public
My Commission Expires: 11-10-2010

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
SUBJECT TO THIS SECOND AMENDMENT TO DECLARATION**

Hunters Run Addition, Phase One, a planned unit development, replat of a portion of The College Park Business Center Addition, Northeast Quarter, Section 34, Township 18 North, Range 107 West, City of Green River, County of Sweetwater, State of Wyoming


RECORDED 1/24/2008 AT 04:45 PM REC# 1525018 BK# 1112 PG# 0743
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WYPage 3 of 3