

**THIRD AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HARMONY VALLEY CONDOMINIUMS  
(A COMMON INTEREST COMMUNITY)**

This Third Amendment ("Third Amendment") to the Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums (a Common Interest Community), has been duly executed and hereby amends the Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums (as amended, the "Declaration") to be effective as of July 29, 2019 (the "Effective Date").

**Recitals**

A. The Declaration was recorded in the records of the Clerk and Recorder of Larimer County, Colorado on June 30, 2000, at Reception No. 2000044119 and affects the property described on Exhibit A, attached hereto and made a part hereof; and the Declaration was amended on March 25, 2002, by that Certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums, and on April 8, 2003 by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums (collectively, the "Declaration");

B. Pursuant to Section 16.02(a) and (b) of the Declaration, the Declaration may be altered or amended at any time by the Owners of sixty-seven percent (67%) or more of the votes in the Association;

C. Pursuant to Section 19.03(a) of the Declaration states that an amendment shall not be effective unless and until the Ground Lessor has consented in writing to such amendment;

D. Health Services District of Northern Larimer County (the "Ground Lessor") d/b/a Health District of Northern Larimer County, as successor to Poudre Health Services District, has reviewed and consented to this Amendment; and

E. The Association upon the vote and approval of the Owners of sixty-seven percent (67%) or more of the votes in the Association, as reflected in the Certification appearing at the end of this Third Amendment, hereby executes this Third Amendment.

NOW THEREFORE, in accordance with the terms of the Declaration, the undersigned does hereby amend the Declaration as provided below.

**Third Amendment**

1. Section 19.04(a) shall be amended by the replacement of "April 30, 2044" with "April 30, 2062". The remainder of Section 19.04(a) shall remain unmodified and in effect.

2. Section 19.04(b) shall be amended by the replacement of "April 30, 2044" with "April 30, 2062". The remainder of Section 19.04(b) shall remain unmodified and in effect.

3. Section 19.04(c) is hereby amended by the replacement of "fifty-five (55)" with "thirty-seven (37)". The remainder of Section 19.04(c) shall remain unmodified and in effect.

IN WITNESS WHEREOF, the Harmony Valley Condominium Association has caused this Third Amendment to the Declaration to be executed as of the day and year first above written.

Dated this \_\_\_\_ day of July 2019.

HARMONY VALLEY CONDOMINIUM  
ASSOCIATION,  
a Colorado non-profit corporation

By: *Sally Knauer*  
Dr. Sally Knauer, President and  
Director

ATTEST:  
By: *Pamela Johnson*  
Pamela Johnson, Secretary

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

Acknowledged before me this 29<sup>th</sup> day of July, 2019 by Dr. Sally Knauer as President and Director, and Pamela Johnson as Secretary of Harmony Valley Condominium Association, a Colorado non-profit corporation.

Witness my hand and official seal.

[SEAL]

*Selma M. Stollbarger*  
Notary Public  
My commission expires: 3/5/2023

**SELMA M STOLEBARGER**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19894004785  
MY COMMISSION EXPIRES MARCH 5, 2023

**GROUND LESSOR CONSENT**

The undersigned as ground lessor hereby consents to the terms of this Amendment as required under Section 19.03 of the Declaration.

HEATH SERVICES DISTRICT OF NORTHERN LARIMER COUNTY, a Colorado health service district, successor to Poudre Health Services District

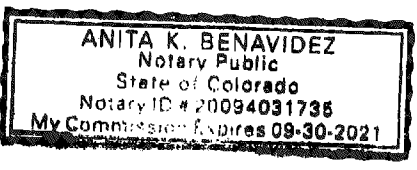
By: *Carol A. Plock*  
Name: Carol A. Plock  
Title: Executive Director

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

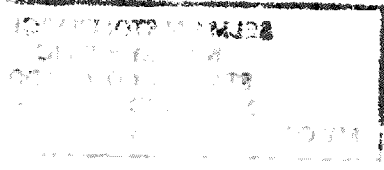
Acknowledged before me this 12<sup>th</sup> day of July 2019 by Carol A. Plock as Executive Director of Health Services District of Northern Larimer County, a Colorado health service district, on behalf of the district.

Witness my hand and official seal.

[SEAL]



*Anita K. Benavidez*  
Notary Public  
My commission expires: 9/30/21



**CERTIFICATION**

The undersigned, being the Secretary of Harmony Valley Condominium Association, a Colorado nonprofit corporation ("Association"), certifies as follows:

1. The foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums (the "Third Amendment") has received the approval of the Board and at least sixty-seven percent (67%) of the votes in the Association.

2. Dr. Sally Knauer is the duly elected president and I am the duly elected secretary of the Association. By proper corporate action of the Association, Dr. Knauer and I have been authorized to execute the foregoing Amendment.

Dated this 29 day of July 2019.

Harmony Valley Condominium Association, a  
Colorado nonprofit corporation

By: *Pam Johnson*  
Pamela Johnson, Secretary

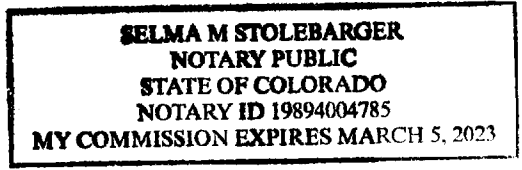
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing instrument was subscribed and sworn to before me this 29 day of July, 2019 by Pamela Johnson, as Secretary of Harmony Valley Condominium Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 3-5-2023

*Selma M. Stolebarger*  
Notary Public



**EXHIBIT A  
TO  
THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
HARMONY VALLEY CONDOMINIUMS**

**Property Description**

**[See Attached]**

**EXHIBIT A  
LEGAL DESCRIPTION OF BUILDING SITE**

A portion of Lot 1, Poudre Valley Health System, Harmony Campus Medical Center First Filing and located in the Northwest Quarter of Section 5, Township 6 North, Range 68 West of the 6th Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering a North line of said Lot 1, Poudre Valley Health System, Harmony Campus Medical Center First Filing as bearing South 88°44'52" West and with all bearings contained herein relative thereto:

Commencing at the Northeast corner of said Lot 1, Poudre Valley Health System, Harmony Campus Medical Center First Filing; thence along said North line, said line also being the South right-of-way line of Harmony Road, South 88°44'52" West, 518.61 feet; thence departing said line, South 05°16'46" East, 112.22 feet to the POINT OF BEGINNING; thence, South 74°53'24" East, 55.33 feet; thence, South 15°06'36" West, 42.67 feet; thence, South 74°53'24" East, 7.33 feet; thence, South 15°06'36" West, 124.16 feet to a point on a non-tangent curve concave to the Southwest, having a central angle of 77°16'08", a radius of 20.51 feet, and the chord of which bears South 23°32'33" East, 25.61 feet; thence, along the arc of said curve 27.66 feet to a non-tangent line; thence along said non-tangent line, South 15°06'38" West, 62.50 feet; thence, North 74°53'24" West, 16.00 feet; thence, South 15°06'39" West, 85.51 feet; thence, South 52°20'47" East, 13.81 feet; thence, South 74°53'17" East, 93.64 feet; thence, North 15°06'42" East, 8.84 feet; thence, South 74°53'17" East, 25.00 feet; thence, North 15°06'43" East, 7.00 feet; thence, South 74°53'17" East, 23.00 feet; thence, South 15°06'43" West, 6.99 feet; thence, South 74°58'13" East, 145.17 feet; thence, South 15°06'43" West, 178.39 feet; thence, North 74°53'17" West, 90.00 feet; thence, South 15°06'43" West, 30.00 feet; thence, North 74°53'17" West, 103.33 feet; thence, North 15°06'42" East, 7.00 feet; thence, North 74°53'17" West, 10.00 feet; thence, North 15°06'43" East, 23.00 feet; thence, North 74°53'16" West, 5.00 feet; thence, North 15°06'42" East, 15.00 feet; thence, North 74°53'17" West, 75.00 feet; thence, North 15°06'43" East, 70.00 feet; thence, North 74°53'16" West, 32.13 feet; thence, North 29°53'14" West, 21.45 feet to a point on a non-tangent curve concave to the Northwest, having a central angle of 38°02'37", a radius of 132.61 feet, and the chord of which bears South 74°09'28" West, 86.44 feet; thence, along the arc of said curve 88.05 feet to a non-tangent line; thence along said non-tangent line, South 60°06'38" West, 48.15 feet; thence, North 29°53'21" West, 12.00 feet; thence, South 60°06'36" West, 12.00 feet; thence, North 29°53'19" West, 30.75 feet; thence, South 60°06'40" West, 9.00 feet; thence, North 29°53'20" West, 32.83 feet; thence, North 60°06'40" East, 9.00 feet; thence, North 29°53'23" West, 30.75 feet; thence, North 60°06'36" East, 12.00 feet; thence, North 29°53'15" West, 12.00 feet; thence, North 60°06'40" East, 131.58 feet; thence, North 42°47'10" West, 15.50 feet; thence, North 37°36'39" East, 24.99 feet; thence, South 61°59'30" East, 15.50 feet; thence, North 15°06'38" East, 131.58 feet; thence, South 74°53'22" East, 12.00 feet; thence, North 15°06'40" East, 108.98 feet; thence, South 74°53'31" East, 43.67 feet; thence, North 15°06'36" East, 42.67 feet to the POINT OF BEGINNING.

The above described tract of land contains 2.633 acres more or less and is subject to all easements and rights-of-way now on record or existing.