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**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
for
HARMONY VALLEY CONDOMINIUMS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for HARMONY VALLEY CONDOMINIUMS (the "Amendment"), 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 April 8, 2003 (the "Effective Date").

WITNESSETH:

WHEREAS, 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 Covenant, Conditions and Restrictions for Harmony Valley Condominiums;

WHEREAS, Poudre Valley Health Center, Inc., a Colorado nonprofit corporation, d/b/a Poudre Valley Healthcare System is the Declarant under the Declaration.

WHEREAS, under Section 3.01 of the Declaration, the Declarant has reserved the right to subdivide the Units into as many as sixty Units;

WHEREAS, the Declarant desires to exercise its Special Declarant Rights to subdivide Unit 23 into two Units to be named Unit 23A and Unit 23 B and to allocate the Votes and share of Common Area Expenses and General Common Elements between said two Units;

WHEREAS, contemporaneously with the recording of this Amendment, an amendment to the Condominium Map will be recorded to depict the location of Unit 23A and Unit 23B;

WHEREAS, pursuant to Section 16.02(a) and (b) of the Declaration, the Declaration may be amended by the Declarant to effect certain development rights reserved to the Declarant under Article XVI;

WHEREAS, pursuant to Section 3.01(b), 16.02(a) and (b), 16.04 and 19.03(b), the consent or approval of the Owners is not required for this Amendment;

WHEREAS, 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; and

WHEREAS, Poudre Health Services District (the "Ground Lessor") has reviewed and consented to this Amendment.

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

STEWART

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AMENDMENT

A. Unit 23 is hereby subdivided into two separate Units as identified as Unit 23A and 23B as shown on the Map Amendment (defined below).

B. The Map is hereby amended by that certain Condominium Map for Harmony Valley Condominiums Supplement No. 1, dated as of August __, 2003 and recorded contemporaneously with this Amendment (the "Map Amendment").

C. Exhibit D to the Declaration is hereby amended by the deletion of the area and allocation information for Unit 23 and the substitution of the following area and allocation information for Unit 23A and Unit 23B:

Unit No.	Area	Interest in Common Elements and Share of Common Expenses = 100% x (area of unit)/ (total area)	Votes Allocated to Unit = 1000 x (area of Units)/ (Total Area)
23A	2,571*	1.23%	13.20
23B	3,699*	1.77%	18.99

*The total aggregate area of Units 23A and 23B is less than the area shown on the original Exhibit D due to re-measurements of actual finished floor surfaces and the addition of partition walls within said Units. The percentages shown on the original Exhibit D for Unit 23 have been allocated in full to Units 23A and 23B.

D. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Declaration. To the extent the terms and conditions of the Declaration are inconsistent with this Amendment, the terms and conditions of this Amendment shall apply. In all other respects, the terms and conditions of the Declaration, except as amended by this Amendment, are and shall remain in full force and effect, and the terms and conditions of the Declaration are hereby incorporated by reference.

E. This Amendment may be executed in two or more counterparts each of which will constitute an original and all of which together shall constitute one and the same instrument.

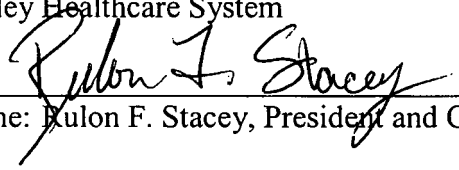
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IN WITNESS WHEREOF, the undersigned as Declarant has executed and acknowledged this Amendment to be effective as of the 8th day of April, 2003 notwithstanding the date of actual execution and recording of this Amendment and the Map Amendment.

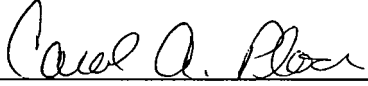
DECLARANT:

POUDRE VALLEY HEALTH CARE, INC.,
a Colorado non-profit corporation, d/b/a
Poudre Valley Healthcare System

By: 
Name: Rulon F. Stacey, President and CEO

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

POUDRE HEALTH SERVICES DISTRICT,
a Colorado health service district

By: 
Name Carol A. Plock
Title: Executive Director

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STATE OF COLORADO

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COUNTY OF LARIMER

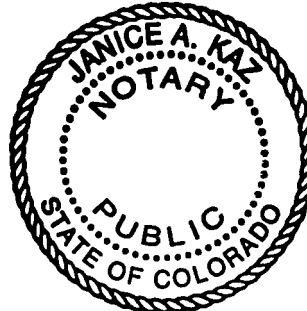
) ss.
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The attached instrument was acknowledged before me on Sept. 8 2003 by Rulon F. Stacey, as President and CEO, of Poudre Valley Health Care, Inc., a Colorado non-profit corporation, d/b/a Poudre Valley Healthcare System, on behalf of the corporation.

Janice A. Kaz
Notary Public

My Commission Expires:

11/30/2006



My Commission Expires 11/30/2006

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STATE OF COLORADO

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COUNTY OF LARIMER

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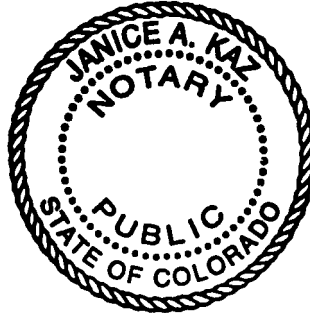
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The attached instrument was acknowledged before me on Sept. 8 2003 by Carol A. Plock as Exec. Dir. of Poudre Health Services District, a Colorado health service district, on behalf of the district.

Janice A. Kay
Notary Public

My Commission Expires:

11/30/2006



My Commission Expires 11/30/2006

EXHIBIT A
To
FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Property Description

[See Attached]

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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.