



BOARD OF DIRECTORS BUDGET HEARING AND MEETING

**Health District of Northern Larimer County
120 Bristlecone Drive
Fort Collins, CO**

Conference Room

**Tuesday, November 12, 2019
4:00 p.m.**



**BOARD OF DIRECTORS
BUDGET HEARING AND MEETING**

November 12, 2019

4:00 p.m.

Health District Conference Room
120 Bristlecone Drive

AGENDA

- 4:00 p.m. BOARD REFRESHMENTS**
- 4:05 p.m. CALL TO ORDER; INTRODUCTIONS; APPROVAL OF AGENDAMichael Liggett**
- 4:10 p.m. PUBLIC COMMENT (Issues other than the budget)**
Note: If you choose to comment, please follow the "Guidelines for Public Comment" provided on the back of the agenda.
- 4:15 p.m. BUDGET PRESENTATION AND PUBLIC HEARING**
- Health District Direction and 2019 Budget PresentationCarol Plock, Lorraine Haywood
 - Public Hearing: Public CommentMichael Liggett
 - Board Discussion and QuestionsMichael Liggett
- 5:00 p.m. BOARD DISCUSSION AND DECISION**
- Consideration of Board Resolution 2019-07 RegardingMichael Liggett
Modeling of Improved Medicare for All and Other Options for Health Coverage for All
 - Amendments to Declaration and Map for Harmony Valley Condominiums..... Chris Sheafor
 - Compass Advisory Committee nomination.....Julie Estlick
 - Board Meeting Schedule for 2020 Carol Plock
- 5:30 p.m. UPDATES & REPORTS**
- Executive Director Updates Carol Plock
 - UCHHealth-North (PVHS) Liaison ReportFaraz Naqvi
- 5:40 p.m. PUBLIC COMMENT (2nd opportunity)**
See Note above.
- 5:45 p.m. CONSENT AGENDA**
- Approval of the October 24, 2019 Board Meeting Minutes
 - Approval of the August 27, 2019 Board Meeting Minutes
 - Approval of the September 2019 Financial Statements
- 5:50 p.m. ANNOUNCEMENTS**
- December 12, 4:00 pm – Board of Directors Regular Meeting
- 5:55 p.m. ADJOURN**

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Budget Documents

For:

January 1 – December 31, 2020

1st Draft Submitted to Board of Directors: October 15, 2019

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Health District

OF NORTHERN LARIMER COUNTY

Budget for 2020 BUDGET MESSAGE

The Health District of Northern Larimer County in 2020 will continue to provide health services that fulfill its mission "to enhance the health of our community." It will provide health services from seven sites in Fort Collins - three owned facilities and two leased Health District spaces, as well as shared space with two other facilities where Health District staff work collaboratively with staff from other organizations, including Salud Family Health Centers and the Family Medicine Center. For the seventh open enrollment period for health insurance through the Connect for Health Colorado Marketplace, there will also be periodic health coverage assistance services provided in outreach sites in Loveland and Fort Collins.

The Health District's goal for 2020 and beyond is to focus on health programs and services that will have the greatest impact on improving health. In 2017, the Health District Board of Directors reviewed multiple factors that contribute most heavily to ill health and premature death among district residents during its triennial community health assessment process. Utilizing information from the Health District's 2016 Community Health Survey, vital statistics, and other sources, the factors were examined from a variety of perspectives. For key factors, the Board reviewed the relative burden on health; trends over time; gaps between our community's health indicators and the national Healthy People 2020 goals and other benchmarks; the level of need and demand in the community; evaluations of current services; and the potential and availability of effective and cost-effective interventions. The 2020 triennial health assessment is underway and will provide valuable information for the future.

As a result of the 2017 review, the Health District has set several priorities based on their potential to have significant impact on the health of the community. For 2020, the key focus areas include goals to: 1) Maintain and boost the number of people who have health insurance; help community members understand their health insurance options and what might work best for them; and help the community address provider capacity issues; 2) Provide dental care for those with low incomes; expand community knowledge of dental resources for those with low incomes; and 3) Improve the ability of the community to effectively address mental illness, substance use disorders, and pain management – including providing certain behavioral health services and connecting community members to other services. Other priorities will continue to be to help people: identify and control risky blood pressure and cholesterol levels, quit tobacco, and complete advance care directives in order that health care providers will understand their preferences at end of life.

The specific services to be provided by the Health District in 2020 will include those listed below.

Access to Health Care

The Health District will continue to promote access to health care for those with low incomes by directly providing the following services either solely or in partnership with other organizations and providers: family dental services; prescription assistance; psychiatric medication evaluations and consults; mental health and substance use assessments and treatment, particularly at two primary care "safety net clinics" that serve residents with public insurance or who cannot afford the full cost of health care and at CAYAC (Child, Adolescent, Young Adult Connections); assistance for those who suffer from co-occurring

mental illness and substance use disorders; and a program that connects consumers to therapists and psychiatrists offering mental health care at reduced rates. Each program offers discounted care or sliding fee scales to help make health care more affordable.

For those who have disabilities so severe that they must receive their dental care under general anesthesia (and who qualify for a relevant state Medicaid waiver), the Health District and a partnership of a variety of public and private partners will continue to offer limited care locally.

For residents of all incomes who are in need of affordable health insurance, the Health District (through its Larimer Health Connect program) will offer health coverage assistance services to help residents understand their options for obtaining and keeping health insurance, and to help them apply for coverage and assistance when appropriate.

For residents of all incomes in need of finding mental health and/or substance use services, or of understanding mental illness or substance use disorders, the Mental Health & Substance Use Connections program will offer assistance and enhanced information and referrals by phone, Internet or in person. Connections provides services for adults, and also focuses on youth through the CAYAC program, which places additional focus on early identification and intervention for children and youth ages 0-24 who are potentially impacted by mental illness or substance use disorders, working closely with their families, schools, and primary care providers to connect them to appropriate assessments and, when indicated, treatment. CAYAC assessment services include child and adolescent psychiatry and psychological testing, when indicated, which assists in determination of referrals to the most appropriate interventions.

The Health District will continue to organize and participate in community-based planning aimed at restructuring local mental health and substance use disorder services, and to raise community awareness and action around mental illness and substance use disorders. In 2018, community voters approved a tax initiative to expand critical behavioral health services, and efforts will continue, along with the County and other partners, to implement the expansion plan. Work will also continue on developing more effective approaches for those who suffer from serious complex health and mental illness conditions, on helping our community advance in utilizing the most effective interventions for those with substance use disorders through training for behavioral health provider and criminal justice and human services professionals, as well as community awareness development, and on working with local partners to develop improved approaches to pain management.

Health Promotion

The Health District will provide the following general preventive care and treatment services: community screenings for high blood pressure, cholesterol, and glucose (as an indicator of diabetes), followed by intensive nurse counseling for those at high risk; and evidence-based services to help people quit using tobacco.

Aging

Recognizing that the United States faces unprecedented growth in the number and proportion of older adults - with anticipated significant impacts on health and health care - the Health District will work with other community partners to better understand the projected local impact, and to plan for changing health needs (in areas where adequate planning has not already been accomplished).

As part of this focus, the Health District will continue a limited Larimer Advance Care Planning

project, which will assist adults in developing advance care directives that will help assure that their preferences are honored should they experience a serious health condition. The program will work closely with medical organizations and professionals to help them create sustainable advance directive approaches within their organizations, and to be sure staff are trained on the topic; staff also work with employers on employee campaigns to help employees complete their advance care planning.

Assessment

As noted above, the Health District is committed to making informed decisions based on the most current and relevant information and will continue to gather and share such information with the community. The next triennial overall community health assessment will occur in the last part of 2019, and the results will be used starting in 2020 for making decisions about health care services for the next few years, as well as made available to and shared with the community.

System-wide Improvements

The Health District continues to support system-wide changes that will significantly enhance the ability of local consumers and providers to improve the community's health status. In collaboration with partner agencies, it will work to maximize the impact of the state's Medicaid Accountable Care approach on the health of community residents and the delivery of cost-effective services. The Health District is also involved in monitoring changes in health care brought about by health care reform and other factors, and will continue to assist the community in adapting to changes. The Health District works with multiple partners in disaster preparedness planning and response.

Other

In addition to providing health services, the Health District continues to have responsibility in two other areas: to fulfill its legal obligations as a Special District and as the owner of Poudre Valley Health System's (PVHS) portion of the University of Colorado Health (UCH) System's real estate and other assets. Revenue from lease payments from PVHS/UCH (the operators of the hospital and related health services) covers administrative expenses, and helps to provide local health services.

Revenues for providing health services are generated through property and special ownership taxes, fees, third party payers, lease payments, interest, contracts, and grants.

Budget

The attached Budget for the Health District of Northern Larimer County includes a three-year and one-year budget listing all proposed expenditures for administration, operations, maintenance, capital projects; anticipated revenues for the budget year; and estimated beginning and ending fund balances. Attached are explanatory schedules, which give more detail on both revenues and expenditures.

The financial statements and records of the Health District of Northern Larimer County are prepared using the accrual basis of accounting. This budget has been prepared using the modified accrual basis of accounting.

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HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

Budget

For:

January 1 – December 31, 2020

Health District of Northern Larimer County
2020 Budget

Revenues:

Property & Specific Ownership Taxes	\$ 8,911,947
Lease Revenue	1,149,096
Investment Income	180,000
Operating Revenue (fee income)	1,205,166
Grant and Partnership Revenue	1,232,678
Miscellaneous Income	21,006
Total Revenues	\$ 12,699,892
 Beginning Balance	 \$ 7,402,147
 Total Available Resources	 \$ 20,102,040

Expenditures:

Operating Expenditures	
Board Expenditures	\$ 48,623
Election Expenditures	25,000
Administration	935,654
Program Operations:	
<i>Mental Health/Substance Issues Services</i>	3,977,765
- Community Impact	\$ 741,631
- Connections: Mental Health/Substance Issues Services	1,994,301
- Integrated Care (MHSA/PC)	1,241,833
Dental Services	4,088,178
Health Promotion	881,684
Assessment/Research/Evaluation	237,240
Health Care Access	1,198,333
HealthInfoSource	117,360
Resource Development	185,962
Grants, Partnerships and Special Projects	3,553,231
 Total Operating Expenditures	 \$ 15,249,030
Non-Operating Expenses	
Capital Expenditures	394,055
Contingency	912,294
 Total Non-Operating Expenditures	 \$ 1,306,349
Total Expenditures	\$ 16,555,379
 Reserves	
Emergency	496,661
Capital Replacement (by policy)	1,150,000
Capital Replacement (flexible)	1,900,000
 Total Reserves	 \$ 3,546,661
Total Expenditures & Reserves	\$ 20,102,040

Health District of Northern Larimer County
Three Year Budget Summary 2020

	Prior Year 2018 Actual *	Current Year 2019 Budget	2020 Proposed Budget
Revenues:			
Property & Specific Ownership Taxes	\$ 7,827,327	\$ 7,887,486	\$ 8,911,947
Lease Revenue	1,083,135	1,115,627	1,149,096
Investment Income	164,678	140,000	180,000
Operating Revenue (fee income)	1,133,519	1,037,995	1,205,166
Grant and Partnership Revenue	947,040	1,365,007	1,232,678
Miscellaneous Income	35,004	21,100	21,006
Total Revenues	\$ 11,190,703	\$ 11,567,215	\$ 12,699,892
 Beginning Balance	 \$ 6,343,442	 \$ 7,464,936	 \$ 7,402,147
Total Available Resources	\$ 17,534,145	\$ 19,032,150	\$ 20,102,040
 Expenditures:			
Operating Expenditures			
Board Expenditures	\$ 29,515	\$ 43,920	\$ 48,623
Election Expenditures	297	18,000	25,000
Administration	781,674	858,400	935,654
Program Operations:			
<i>Mental Health/Substance Issues Services</i>		3,395,826	3,977,765
- Community Impact	599,305	\$ 637,766	\$ 741,631
- Connections: Mental Health/Substance Issues Services	1,351,460	1,650,745	1,994,301
- Integrated Care (MHSA/PC)	995,836	1,107,315	1,241,833
Dental Services	3,491,207	3,809,046	4,088,178
Health Promotion	739,561	820,874	881,684
Assessment/Research/Evaluation	198,061	213,652	237,240
Health Care Access	985,568	1,074,616	1,198,333
HealthInfoSource	73,455	109,263	117,360
Resource Development	153,425	174,236	185,962
Grants, Partnerships and Special Projects	1,596,562	3,502,622	3,553,231
Total Operating Expenditures	\$ 10,995,926	\$ 14,020,455	\$ 15,249,030
Non-Operating Expenditures			
Capital	\$ 32,030	\$ 99,725	\$ 394,055
Contingency	-	2,076,083	912,294
Total Non-Operating Expenditures	\$ 32,030	\$ 2,175,808	\$ 1,306,349
Total Expenditures	\$ 11,027,956	\$ 16,196,263	\$ 16,555,379
 Reserves			
Emergency & General	\$ 536,180	\$ 485,888	\$ 496,661
Capital Replacement (by policy)	1,150,000	1,150,000	1,150,000
Capital Replacement (flexible)	200,000	1,200,000	1,900,000
Total Reserves	\$ 1,886,180	\$ 2,835,888	\$ 3,546,661
Total Expenditures & Reserves	\$ 12,914,136	\$ 19,032,150	\$ 20,102,040

*Based on year-end audited financial statements

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HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

Explanatory Schedules

For:

January 1 – December 31, 2020

Health District of Northern Larimer County
Annual Operating and Reserve Expenditure Summary
2020

Summary of Revenues Used for Operating Expenditures
(Non-GAAP)

Sources of Revenue

Property & Specific Ownership Taxes	\$	8,911,947
Lease Revenue		1,149,096
Fee for Service Income		1,205,166
Grant Revenue		1,201,408
Anticipated grant revenue	\$	701,408
Potential grant revenue		500,000
Partnership Revenue		31,270
Investment Income		180,000
Miscellaneous Income		21,006
Total Revenues	\$	<u>12,699,892</u>

A Operating Expenditures

Board Expenditures	\$	48,623
Election Expenditures		25,000
Administration		917,000
Program Operations		10,284,593
Special Projects - Operations		192,000
Special Projects - Partnerships		31,270
Grant Expenditures		1,201,408
Total Operating Expenditures	\$	<u>12,699,893</u>

B	Expenditures From Reserves		\$	2,549,137
	Special Projects	\$	2,128,553	
	Operations	\$	420,584	
C	Total Expenditures (A + B)		\$	<u>15,249,030</u>
D	Capital Expenditures (Reserve)			394,055
E	Total Reserve Expenditures (B + D)		\$	<u>2,943,192</u>

Health District of Northern Larimer County

2020 Capital Expenditures

Exterior Signs at Bristlecone campus	28,000
Roof replacement - 202 Bldg	140,000
New rooftop HVAC Units - 120 Bldg	24,000
Equipment/Software	182,055
Contingency	20,000
TOTAL	<u>\$ 394,055</u>

2020 Non-Capital Improvements from Reserves

Technology	\$ 106,820
Office Furniture/Equipment	62,204
Building Improvements	83,900
Software	147,660
Contingency	20,000
TOTAL	<u>\$ 420,584</u>

Health District of Northern Larimer County 2020 Program Revenues & Expenditures

	2019											2020		2019	
	Operational Budget	% Change	\$ Change	Total	Grand Total	2019	% Change	\$ Change	Total	Grand Total	2019	% Change	\$ Change		
Revenues:															
Fee for Service	-	-	\$ 230,919	\$ 230,919		216,467	6.68%	14,452							
3rd Party Payments	-	-	\$ 974,247	\$ 974,247		821,528	18.59%	152,719							
Sponsorships/Fundraising	-	-	-	-		-	-	-							
Misc Income	10,500	-	\$ 21,006	\$ 21,006		21,100	-0.45%	(94)							
TOTAL REVENUE	\$ 10,500	\$ -	\$ 1,226,172	\$ 1,226,172		\$ 1,059,095	15.78%	\$ 167,077							
Expenditures:															
Salaries & Wages	\$ 461,744	\$ 8,000	\$ 1,325,723	\$ 2,509,426	\$ 890,673	\$ 546,737	\$ 511,262	\$ 164,294	\$ 777,666	\$ 71,598	\$ 128,094	6.56%	12.63%	829,117	
Benefits & Taxes	114,940	612	346,625	695,374	220,184	151,622	133,595	40,391	217,041	22,516	33,927	1,764,885	12.01%	211,941	
Recruitment/Infection Control	7,000	-	11,000	6,000	6,000	6,252	3,000	1,200	4,600	1,500	1,550	39,759	20.98%	8,343	
Temporary Help	214	4,800	684	4,961	405	319	263	634	-	-	68	8,731	41.42%	3,616	
Interns & Residents	-	-	2,000	-	2,000	-	2,000	2,000	1,600	-	-	12,400	-22.58%	(2,800)	
Consultants & Contracted Dr.'s	57,233	4,000	20,548	11,438	3,341	5,836	3,521	426	14,153	306	392	133,880	-9.47%	(12,685)	
Mileage	2,060	100	1,200	800	2,000	400	3,000	800	6,500	500	275	18,382	-4.06%	(747)	
Staff Training	5,368	-	8,225	17,577	4,876	3,836	3,168	888	5,826	638	817	46,816	9.41%	4,404	
Conferences/Retreats/Fundraising	29,354	15,450	9,587	19,505	9,062	6,721	5,636	2,235	13,384	176	5,032	111,822	3.87%	4,322	
Memberships/Dues/Licenses	10,722	1,250	5,210	12,943	7,380	892	460	1,150	1,925	2,000	295	38,605	14.56%	5,622	
Publications/Subscriptions	1,959	300	6,394	600	600	376	750	1,723	2,813	-	1,000	21,180	-22.03%	(4,665)	
Meetings	1,300	5,000	11,900	1,000	800	3,280	1,500	400	3,050	285	340	24,667	16.98%	4,188	
Wellness/Recognition	1,148	700	3,677	7,857	2,180	1,715	1,416	397	2,470	19	365	19,822	7.17%	1,421	
Volunteer Recognition	75	-	1,739	2,211	142	487	392	26	411	1,000	24	6,419	12.27%	788	
Rent & Lease Payments	801	-	58,484	5,479	1,520	1,196	987	277	1,723	199	255	60,576	17.08%	10,344	
Utilities	3,524	-	1,938	25,830	6,184	5,395	4,888	1,157	4,888	631	817	49,208	2.35%	1,154	
Custodial Services	3,567	-	-	26,148	6,260	5,461	4,948	1,171	-	639	827	47,021	4.26%	2,001	
Leased Space Operational Costs	-	-	7,700	-	-	-	-	-	-	-	-	47,021	-54.91%	(25,821)	
Insurance	2,668	7,761	13,163	25,029	10,491	4,329	3,122	1,482	5,681	617	789	69,005	8.88%	6,129	
Office Supplies	4,150	500	8,050	6,000	1,470	2,312	2,300	500	2,900	750	320	27,655	5.77%	1,597	
Office Equipment	-	-	-	-	250	-	-	-	-	-	-	-	-	250	
Office Furniture	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Computer Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Computer Software	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Telephone, E-mail & Internet	3,303	-	8,222	24,793	5,815	5,894	4,563	1,087	914	1,401	170	55,917	1.52%	850	
Postage	1,770	50	1,000	4,000	100	900	300	100	11,062	250	650	18,750	7.64%	1,432	
Printing/Copying/Binding	2,700	100	3,600	2,500	600	2,257	2,000	250	8,250	400	300	19,088	20.27%	3,869	
Community Education	7,951	-	41,212	60,514	10,019	47,094	6,859	2,642	20,021	6,177	1,511	216,014	-5.56%	(12,014)	
Repair & Maintenance	5,711	-	18,289	39,085	10,843	9,529	7,044	1,975	12,288	1,420	1,817	108,638	-0.59%	(638)	
Medical Supplies	-	-	-	160,000	-	16,500	-	-	-	-	-	172,517	2.31%	3,983	
Medical Equipment	-	-	-	-	-	238	-	-	-	-	-	252	-	(14)	
Medicines & Vaccines	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Prescriptions	-	-	-	-	5,000	-	-	-	29,500	-	-	57,500	0.00%	-	
Lab & X-ray Fees	-	-	-	170,000	-	-	-	-	-	-	-	170,000	0.00%	-	
Client Assistance	-	-	5,000	12,500	500	2,940	500	-	3,500	-	-	27,430	-9.08%	(2,490)	
Follow-up Care	-	-	-	35,000	-	-	-	-	-	-	-	20,000	75.00%	15,000	
Bad Debt	-	-	2,000	20,000	-	100	-	-	-	-	-	22,100	0.00%	-	
Fees & Exp.	9,500	-	-	1,650	-	-	-	-	-	-	-	11,150	0.00%	-	
Treasurer Fees	178,239	-	-	-	-	-	-	-	-	-	-	157,750	12.99%	20,489	
Reserve Expenditures **	18,655	-	71,131	179,958	33,138	26,066	34,157	10,035	37,555	4,338	5,552	375,625	11.97%	44,959	
Election Expenses	-	25,000	-	-	-	-	-	-	-	-	-	18,000	38.89%	7,000	
	\$ 935,654	\$ 73,623	\$ 1,994,301	\$ 4,088,178	\$ 1,241,833	\$ 881,684	\$ 741,631	\$ 237,240	\$ 1,198,333	\$ 117,360	\$ 185,962	\$ 10,564,854	10.70%	\$ 1,130,945	
Net Expenditure	\$ 925,154	\$ 73,623	\$ 1,964,301	\$ 3,104,577	\$ 1,050,600	\$ 870,846	\$ 741,631	\$ 237,240	\$ 1,198,333	\$ 117,360	\$ 185,962	\$ 10,469,627	10.14%	\$ 963,868	

**To be spent from reserves

**FTE by Program
2020**

Program/Department	Authorized Regular Positions		
	2019 Authorized	2020 Budget	2020 Change
Administration	5.058	5.351	0.293
Mental Health Connections	14.145	17.135	2.991
Dental	35.801	36.619	0.818
Mental Health/Substance Abuse/Primary Care	9.174	10.159	0.986
Health Promotion	7.563	7.991	0.428
Community Impact	6.061	6.600	0.539
Program Evaluation	1.686	1.850	0.164
Health Care Access/Policy	10.955	11.513	0.558
HealthInfoSource	0.963	1.330	0.367
Resource Development	1.638	1.702	0.064
	93.043	100.250	7.207

**Health District of Northern Larimer County
2020**

Special Projects - Reserves

	HD	Partnerships	Total
MHSU Connections: CAYAC	\$ 120,696		\$ 120,696
Adjust Psychiatrist 1 FTE to current rate	\$ 28,500		\$ 28,500
BHP CAYAC Team SUD	\$ 77,670		\$ 77,670
Regional Health Connector CAYAC	\$ 23,646		\$ 23,646
MHSU Crisis Intervention Training, Law Enforcement	\$ 3,000		\$ 3,000
MH SUD Strategy and Implementation Manager	\$ 52,000		\$ 52,000
MHSU Expansion of Critical Behavioral Health Services	\$ 15,000		\$ 15,000
MHSU SUD Transformation Project	\$ 30,000		\$ 30,000
Community Mental Health/SA (Discretionary)	\$ 70,000		\$ 70,000
Community Mental Health/SA Partnership - HD	\$ 65,000		\$ 65,000
SUD Public Awareness Campaign	\$ 40,000		\$ 40,000
Community Mental Health/SA Partnership - Partners		\$ 31,270	\$ 31,270
MHSU Pay for Success/Frequent Utilizer Approach	\$ 35,000		\$ 35,000
Mental Health Special Legal Consultation	\$ 3,500		\$ 3,500
Pain Management Project	\$ 80,000		\$ 80,000
Oral Surgeon/Endo	\$ 15,000		\$ 15,000
OAP Dental Client Assistance (Restricted)	\$ 18,847		\$ 18,847
Dentist loan repayment	\$ 10,000		\$ 10,000
Meaningful Use (future Dental MU expenses)	\$ 122,000		\$ 122,000
Wheelchair Accessible Dental Chair	\$ 40,000		\$ 40,000
Targeted Program Outreach	\$ 29,000		\$ 29,000
Larimer Health Connect	\$ 160,369		\$ 160,369
Health Equity Initiative	\$ 12,000		\$ 12,000
HCA Project Implementation Coordinator	\$ 79,195		\$ 79,195
Connect for Health Colorado Indirects	\$ 20,000		\$ 20,000
CDDT/ACT Facility Repairs/Contingency	\$ 10,000		\$ 10,000
Advance Care Planning Project	\$ 52,775		\$ 52,775
Aging and Health Care Initiative	\$ 50,000		\$ 50,000
HPSA	\$ 7,000		\$ 7,000
Camp Bristlecone Revamp	\$ 10,000		\$ 10,000
Great Plains Consultant - HR Module	\$ 4,000		\$ 4,000
HR Consultant	\$ 8,000		\$ 8,000
Contracts/Compliance Consultant	\$ 22,000		\$ 22,000
Community Health Survey	\$ 33,725		\$ 33,725
Transition Management	\$ 117,320		\$ 117,320
Specialized program training/health care reform training	\$ 121,995		\$ 121,995
HIS Redesign and Implementation	\$ 139,800		\$ 139,800
Health Information Sharing & Health Reform Changes	\$ 20,000		\$ 20,000
Implementation of Community/New Projects Process & Plans	\$ 40,000		\$ 40,000
RIHEL - Leadership Institute (2 attendees)	\$ 11,000		\$ 11,000
Emergency Preparedness	\$ 10,000		\$ 10,000
Intermediate Medical Leave	\$ 25,000		\$ 25,000
Video Outreach	\$ 12,000		\$ 12,000
New high level staff recruitment costs	\$ 20,000		\$ 20,000
Wellness Program	\$ 6,000		\$ 6,000
General Indirects	\$ 50,450		\$ 50,450
Public Awareness & Name Changes	\$ 80,000		\$ 80,000
Health District websites redevelopment	\$ 40,000		\$ 40,000
Census 2020 Outreach	\$ 10,000		\$ 10,000
New Community Health Data Project	\$ 50,000		\$ 50,000
Evaluation Services for Grants/Projects	\$ 27,065		\$ 27,065
Total	\$ 2,128,553	\$ -	\$ 2,159,823

Grants

	Grants	Total
DC Fundraising (OOD)	\$ 12,675	\$ 12,675
Dental Client Assistance - Children	\$ 7,597	\$ 7,597
Dental Client Assistance - Adults	\$ 26,511	\$ 26,511
Project Smile	\$ 6,677	\$ 6,677
Lion's Club Diabetes Program	\$ 2,372	\$ 2,372
Community Foundation (Senior Dental)	\$ 11,087	\$ 11,087
Colorado Health Foundation (LHC)	\$ 8,784	\$ 8,784
Connect for Health (LHC)	\$ 6,004	\$ 6,004
Connect for Health Colorado FY 20	\$ 80,617	\$ 80,617
Connect for Health (new)	\$ 72,385	\$ 72,385
ACP Partner/Fundraising	\$ 7,989	\$ 7,989
ACMHC Extension	\$ 678	\$ 678
Denver Foundation (CAYAC)	\$ 16,700	\$ 16,700
CHF - SUD Transformation Project	\$ 18,591	\$ 18,591
RWJF Culture of Health Leaders - Health Equity	\$ 31,741	\$ 31,741
Meaningful Use	\$ 34,000	\$ 34,000
Denver Foundation MAT	\$ 216,252	\$ 216,252
Connect for Health Colorado	\$ 84,901	\$ 84,901
Next 50	\$ 40,028	\$ 40,028
City of Fort Collins (CAYAC)	\$ 5,818	\$ 5,818
Larimer County for MHSA Alliance	\$ 10,000	\$ 10,000
Potential Grants	\$ 500,000	\$ 500,000
Total	\$ 1,201,408	\$ 1,201,408

Special Projects - Operations

	Health District	Grants	Partnerships	Total
Special Projects Contingency	\$ 192,000			\$ 192,000
Total	\$ 192,000	\$ -	\$ -	\$ 192,000

*Bold indicates expenditures requiring Board approval of special projects proposals



2020 PROPOSED BUDGET PUBLIC HEARING

NOVEMBER 12, 2019

HEALTH DISTRICT'S MISSION

. . . to enhance the health of our
community



Overview of Services

SERVICES ~ REGULAR (Operational)

Accessing Health Care

- **Larimer Health Connect**

Helping residents understand and apply for health insurance

- **Prescription Assistance**

- **Medicaid Accountable Care Collaboration**

Facilitation for care coordination

Involvement in statewide changes

2018: RAE's: Integration of Primary Care and BH

2020: HCPF: Risk Stratification, Complex Needs



SERVICES ~ REGULAR (Operational)

Dental Care



- **Family Dental Clinic**
 - Dental Home
 - Senior Dental Care
 - Care Under Anesthesia
 - Specialty Dental Care
 - Community dentists
- **Meaningful Use (EDR)**

SERVICES ~ REGULAR (Operational)

Mental Health / Substance Use Issues



- **MH/SU Connections, CAYAC**

Helping people find behavioral health services that meet their needs

- **Integration of MH/SU Care into Primary Care**

FMC (increase pain clinic), Salud
Psychiatric – Counselors - MAT

- **Community Dual Disorders Tx**

Psychiatric Care, nurse, building

SERVICES ~ REGULAR (Operational)

Mental Health / Substance Use Issues

Community Impact Team: Helping Services Evolve

■ MH/SU Alliance

- What Will It Take? Solutions for Mental Health Services Gaps in Larimer County – mapping, facility, services, etc.
- Substance Use Disorders Transformation: Providers (SS, CJ, more) and Community Perceptions
- Healthinfosource.com (mostly BH)
- Pain Management



SERVICES ~ REGULAR (Operational)

Health Promotion & Preventive Services



- Tobacco Cessation
- Screenings: Hypertension, Cholesterol, Glucose



SERVICES ~ OPERATIONAL AND RESERVES

Advance Care Planning

- Educate the community about the importance of determining and communicating your end of life wishes
- Provide direct assistance to individuals and families in getting them completed and filed
- Train providers, volunteers, and community groups to assist
- Encourage the continued use of Patient Passports



SERVICES ~ REGULAR (Operational)

Other


- Communications
- Policy
- Resource Development
- Assessment / Research / Evaluation



SERVICES ~ TIME LIMITED (Reserve & Grants)

Big Projects

- Larimer Health Connect
- SUD Transformation
- Public Awareness, Name change, new website
- Building in future for LHC, Connections, CAYAC, ACP



Yes, you!

If you don't have **health insurance**, you may qualify for financial help.

Larimer Health Connect can help.

And our help doesn't cost you anything. **Se habla español.**

With the headlines out of Washington, you may have questions about what the latest developments mean for you and your coverage. We want to make sure you have the facts and know that Larimer Health Connect is still here to help you get the health coverage you need!



SERVICES ~ TIME LIMITED (Reserve & Grants)

Direct Services

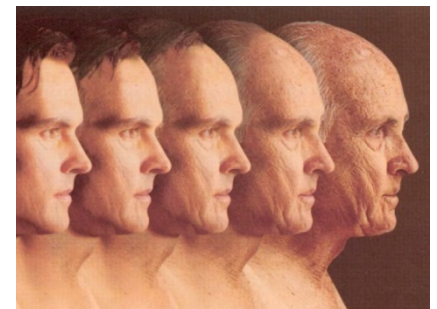
- **Dental Care**
 - Specialty Care
 - Client Assistance
 - Wheelchair Accessible Dental Chair
- **Behavioral Health Services:**
CAYAC SUD, Integrated Care
- **Advance Care Planning**



SERVICES ~ TIME LIMITED (Reserve & Grants)

Community Planning & Change, Training

- **Community MH/SA**
eg. MAT in Jail, Pain Management
Frequent Utilizers, public awareness
- **Health Equity**
- **Aging and Health Care**
- **Community Health Data, other projects**
- **Community & Staff Specialized Training**



SERVICES ~ TIME LIMITED

(Reserve & Grants)

Other

- Complete the Triennial Review Process
- Healthinfosource.com rebuild, apply
- Emergency Preparedness
- Transition mgmnt, Special Projects
- Healthinfosource.com Rebuild
- Contracts, compliance



SERVICES ~ TIME LIMITED

Reserve & Grants)

As Needed

- New Health District Projects Implementation
- Census 2020 Outreach, targeted program outreach
- Dentist Loan Repayment
- Preventive Medicine Resident
- CDDT/ACT Facility Repairs Contingency
- High-level staff recruitment
- Grant matches & obligations (evaluation)



PROPOSED BUDGET

TIMELINE & DEADLINES

- **October 15, 2019** – Proposed budget submitted to Board of Directors
- October 15, 2019 – Deadline for Budget Officer to submit proposed budget to governing body
- **November 12, 2019** – Budget Hearing
- December 10, 2019 – Final assessed valuation due from County
- **December 12, 2019** – Board of Directors meet to adopt Budget and appropriate money
- December 15, 2019 – Deadline for Board of Directors to adopt 2020 Budget and appropriate money
- December 15, 2019 – Deadline for Certification of Mill Levy to County Commissioners



SOURCES OF REVENUE

	2020	2019
Property & Ownership Tax	\$8,911,947	\$7,887,486
Lease Revenue	1,149,096	1,115,627
Fee Income	1,205,166	1,037,995
Investment Income	180,000	140,000
Grant Revenue	1,201,408	1,303,259
Partnership Revenue	31,270	61,748
Miscellaneous Income	21,006	21,100
TOTAL	\$12,699,896	\$11,567,215



CERTIFICATION OF TAX LEVIES

	2020	2019
Gross assessment	\$8,711,562	\$7,620,726
Less: Tax Increment Financing	(449,615)	(383,239)
Net revenue to District	\$8,261,947	\$7,237,486



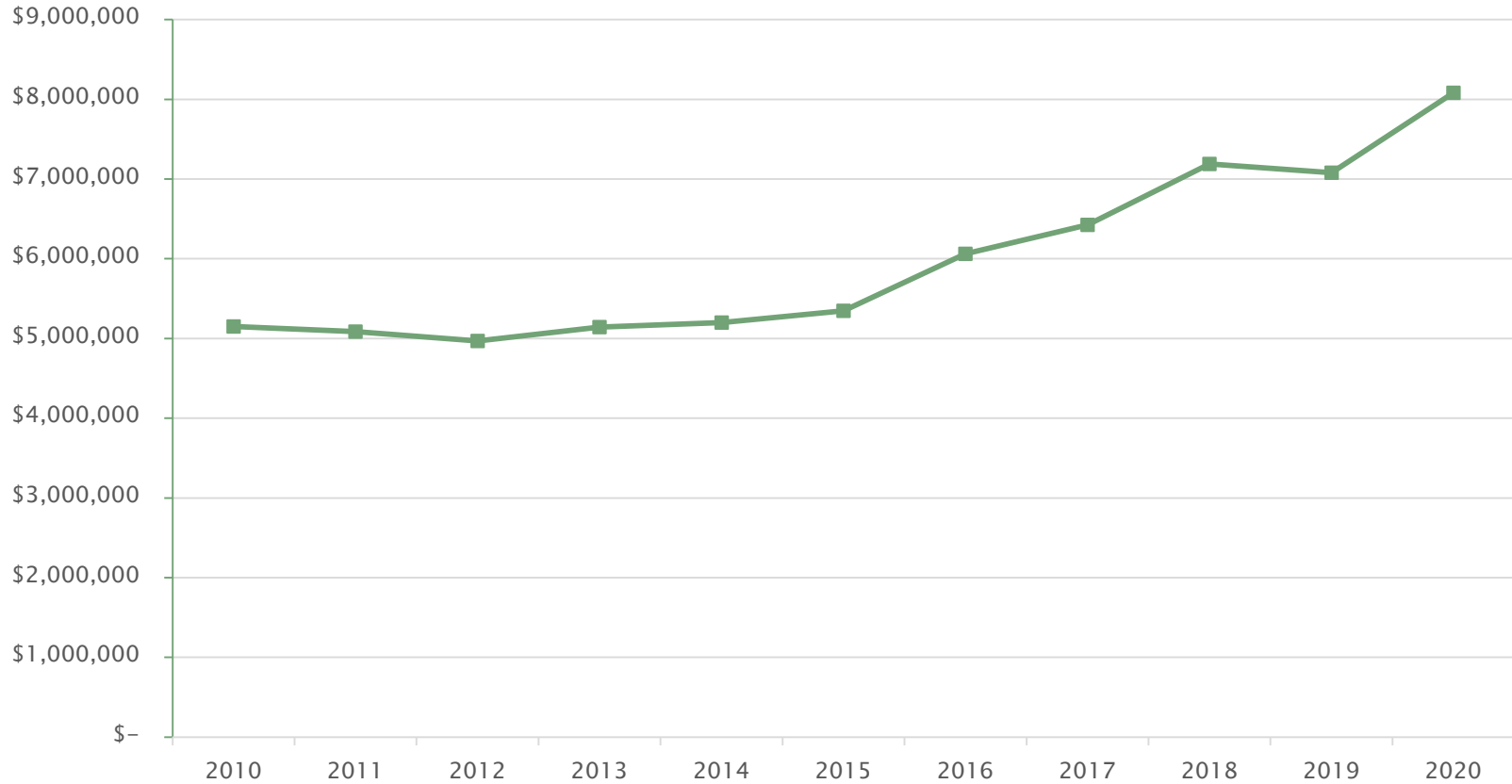
TAX REVENUE: Property & Ownership

	2020	2019
Property Tax	\$8,261,947	7,237,486
Specific Ownership Tax	650,000	650,000
Less: County collection Fees	(178,239)	(157,750)
Net revenue to District	\$8,733,708	\$7,613,062

MILL LEVY

- 1995 – 2.304
- 1996 thru 1999 - 2.197
- 2000 thru 2009 - 2.167
- 2010 thru 2020 - 2.167

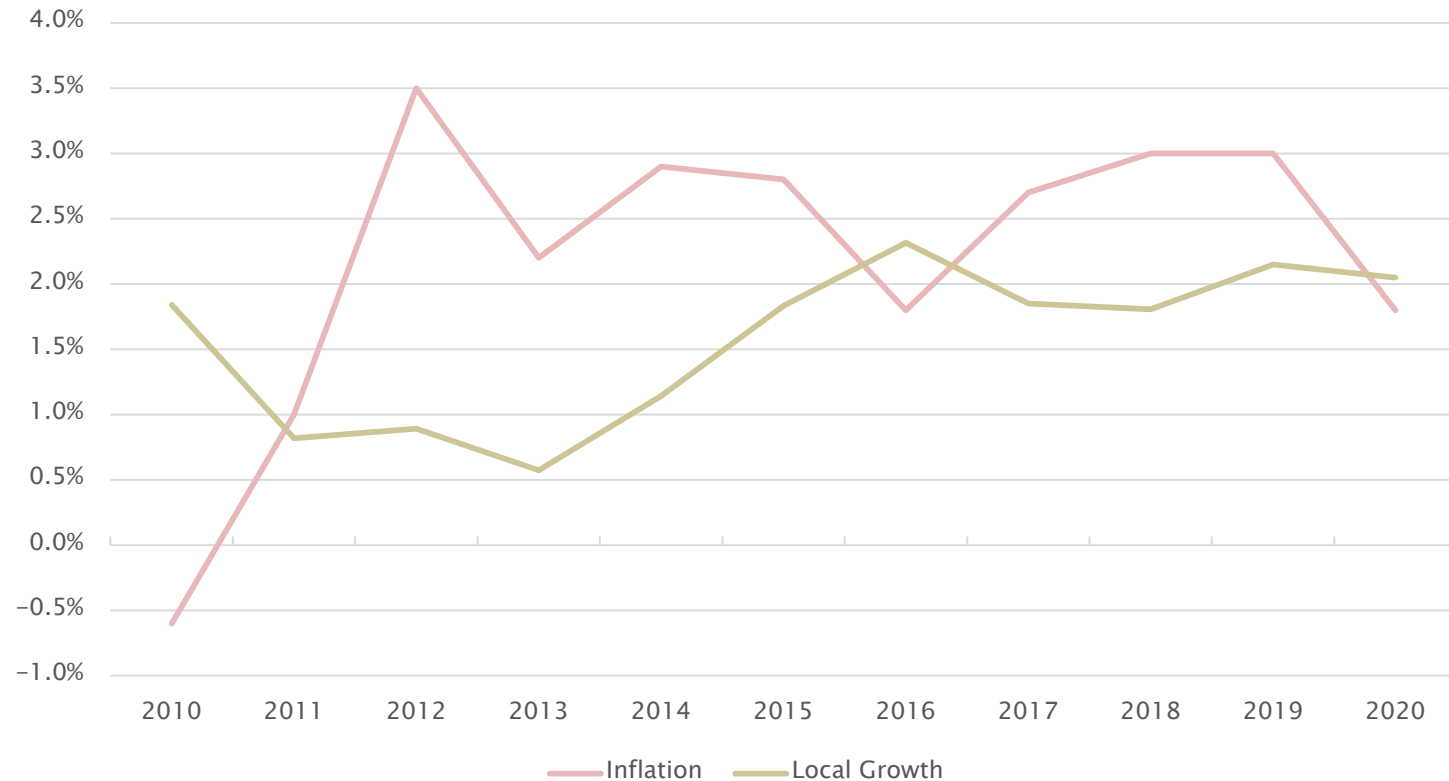
PROPERTY TAX REVENUES



*Amounts for 1995-2017 based on actual revenue (net of fees) – 2019 based on anticipated revenue (net of fees) – 2020 based on budgeted revenue (net of fees)



INFLATION (CPI) & LOCAL GROWTH





KEY CHANGES in Revenue

Increases in:

Property & SO Taxes

Integrated Care, Dental billing

Investment income



Decrease in:

Grant Revenue

KEY CHANGES in Expenditures

Catch-up and new needs (strong economy)

- **Employee Salaries**

Pay for Performance Pool (4.5%), future, keep pay in/near market

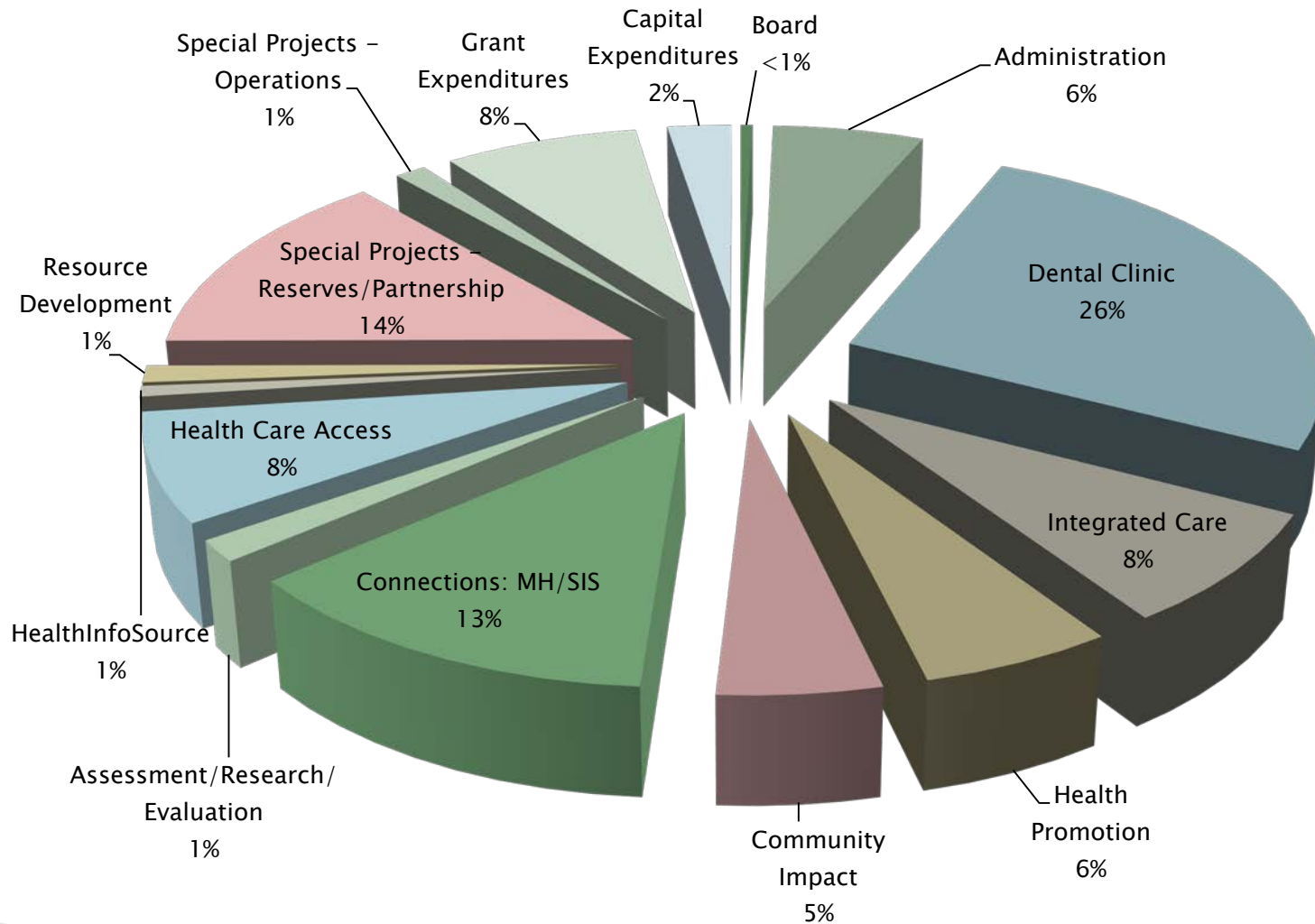
- **Maintain grant-funded/expand Services (+7.207 FTE net)**

e.g. Fund previously grant-funded CAYAC Psychologist and CAYAC Community Navigator, at 1.0 FTE each
Add Behavioral Health Specialist, SUD, Connections – 1.0 FTE
Behavioral Health Provider (Integrated Care) - .5 FTE (another .5 FTE to be added in reserves in amendment)
Communications Digital Media Specialist, .5 FTE
ACP Coordinator (previously grant/reserves funded), .35 FTE in operation (rest in reserves)
Accountant, .5 FTE
Information Technology Specialist, 1.0 FTE
Larimer Health Connect Outreach position increase from .5 to .75 FTE
Dental Eligibility Specialist from .75 to 1 FTE

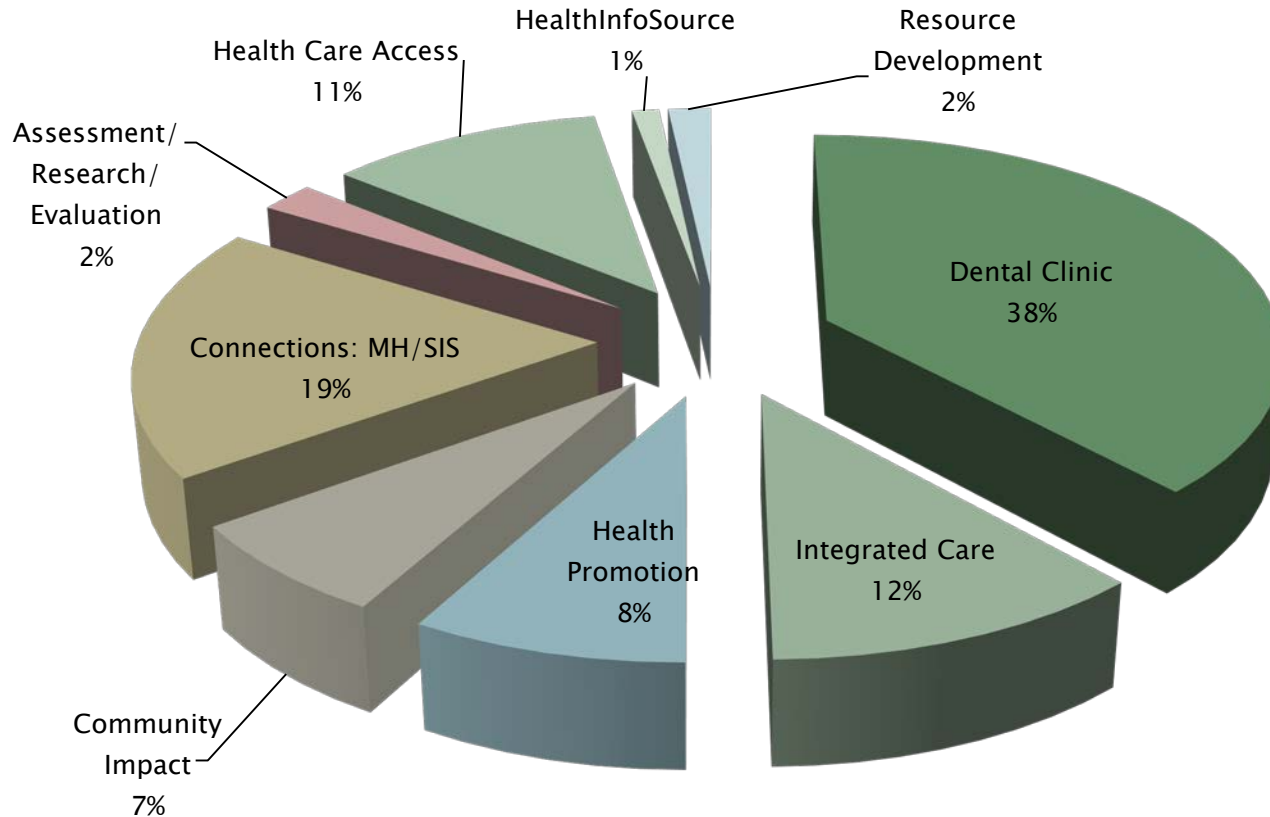
Health insurance increase (3.5%)

Capital Replacement; New Bldg (operational and reserves)

TOTAL EXPENDITURES



PROGRAM EXPENDITURES



QUESTIONS?

RESOLUTION 2019 - 07

A RESOLUTION OF THE HEALTH DISTRICT OF NORTHERN LARIMER COUNTY SUPPORTING THE CREATION OF AN INDEPENDENTLY EVALUATED MODEL (OR MODELS) OF IMPROVED MEDICARE FOR ALL, AND OTHER MODELS OF HEALTH CARE FOR ALL, IF AVAILABLE, SUCH THAT THE PUBLIC MAY COMPARE THEM TO THE CURRENT MIX OF HEALTH CARE FINANCING PROGRAMS

WHEREAS, a healthy citizenry is essential to a free and democratic society; and

WHEREAS, the current patchwork of health care financing systems results in a significant hardship for many individuals, families and businesses in Northern Larimer County, the State of Colorado and the nation as a whole; and

WHEREAS, the public deserves the ability to review an independently evaluated model (or models) of Improved Medicare for All and other models for health care for all, if available, to understand what services could be funded, what public revenue sources could be utilized to fund it, the probable cost to individuals, families and businesses and how the transition would take place in order to compare the option or options to the existing patchwork of health care financing programs across the state and the nation; and

WHEREAS, such a Resolution was originally proposed by local members of the Colorado Foundation for Universal Health Care, and staff of the Health District of Northern Larimer County support the development of full modeling of various approaches to improvements in national and state health care systems in order that informed comparisons may be made by policy-makers;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HEALTH DISTRICT OF NORTHERN LARIMER COUNTY, COLORADO THAT:

1. The Health District Board encourages Larimer County city councils, the Larimer County Commissioners, the Governor of Colorado, our state legislative representatives and our congressional representatives to actively support a thorough and independent evaluation of a comprehensive model (or models) of Improved Medicare for All and other models of health care for all, if available, such that policy makers and the public may compare it to the current mix of health care financing programs.
2. On behalf of the Board, and under the Board President's signature, staff should forward this resolution to our local, state and federal elected representatives.

**INTRODUCED, READ AND ADOPTED BY THE BOARD OF THE HEALTH
DISTRICT OF NORTHERN LARIMER COUNTY THIS ___ DAY OF
NOVEMBER 2019.**

Health District of Northern Larimer County
By:

Michael Liggett, President

Attest:

Celeste King, Secretary

Memorandum

To: Health District Board
From: Chris Sheafor
Date: 11/8/2019
Re: Amendments to the Declaration and Map for Harmony Valley Condominiums

In August of this year, you approved the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums. This extended the time period of the Declaration of Covenants relating to Buildings A and B at the Harmony Campus to match the Building Site Lease.

Now UC Health is amending and restating the entire Declaration of Covenants to incorporate the amendments approved previously, incorporate the Cancer Center addition, and remove language that applies only to the initial lease-up period. They have also amended the Condominium Map to include the Cancer Center and correct for changes made to the configuration of suites since the original maps were done.

Attached is a redline version of the document you are considering with UC Health's proposed changes in red and the Health District's Attorney's changes in blue. Besides these changes, we would like to ask that Article XVI, Special Declarant Rights, have language added that makes it clear that those rights are subject to the HOLA.

The changes requested bring up the question as to whether we need review to the Building Site Lease to assure that the revised maps match the language of that document. That action can be handled separately, and may be coming to you in a future meeting.

We are recommending that you approve the Restated Condominium Map, and the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums with a change to be negotiated around referencing special development rights being subject to the HOLA.

AMENDED AND RESTATED
DECLARATION ~~deleted cover page and table OF~~
COVENANTS, CONDITIONS AND RESTRICTIONS

for

HARMONY VALLEY CONDOMINIUMS

Dated as of ~~contents from original~~ _____, 2019

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TABLE OF CONTENTS

<u>ARTICLE I - DECLARATION</u>	<u>3</u>
<u>Section 1.01. Declaration before conversion.....</u>	<u>3</u>
Section 1.02. Covenants Running with the Land	4
Section 1.03. Non-Residential Use	4
Section 1.04. Ground Lease.....	4
<u>ARTICLE II - DEFINITIONS</u>	<u>4</u>
Section 2.01. Basic Definitions	4
Section 2.02. Gender and Number.....	10
<u>ARTICLE III - UNITS AND COMMON ELEMENTS</u>	<u>11</u>
Section 3.01. Units	11
Section 3.02. Interests in General Common Elements	12
Section 3.03. Limited Common Elements	13
Section 3.04. Separate Taxation of Units.....	13
Section 3.05. Description of Units.....	13
<u>ARTICLE IV - THE ASSOCIATION</u>	<u>14</u>
Section 4.01. Formation of the Association.....	14
Section 4.02. Purposes and Powers	14
Section 4.03. Association Documents	16
Section 4.04. Books and Records	16
<u>ARTICLE V - MEMBERSHIP AND VOTING</u>	<u>16</u>
Section 5.01. Membership.....	16
Section 5.02. Voting.....	17
<u>ARTICLE VI - EXECUTIVE BOARD</u>	<u>18</u>
Section 6.01. Number and Election of Directors	18
Section 6.02. Powers of the Executive Board	18
Section 6.03. Removal of Directors.....	19
<u>ARTICLE VII - ASSESSMENTS, COMMON EXPENSES,</u>	
<u>BUDGETS AND LIENS</u>	<u>19</u>
Section 7.01. Obligations for Assessments	19
Section 7.02. Shares of Common Expenses.....	20
Section 7.03. Budgets	21
Section 7.04. General Assessments	22

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Section 7.05. Special Assessments	23
Section 7.06. Default Assessments	23
Section 7.07. Assignment of Assessments	24
Section 7.08. Assessment Lien	24
Section 7.09. Waiver of Homestead Exemptions	25
Section 7.10. Estoppel Certificates; Notices to Mortgagees	25
Section 7.11. Reserve Fund	26
ARTICLE VIII – UTILITY AND OTHER SERVICES	26
Section 8.01. Water and Sewer Services	26
Section 8.02. Gas	27
Section 8.03. Electric.....	27
Section 8.04. Telephone, Cable and Telecommunication	27
Section 8.05. Trash Removal.....	28
Section 8.06. Other Utilities	28
ARTICLE IX – MAINTENANCE OF COMMON ELEMENTS AND UNITS	28
Section 9.01. Maintenance of Common Elements	28
Section 9.02. Maintenance of Units	29
Section 9.03. Owner's Failure to Maintain or Repair.....	29
Section 9.04. Mechanic's Liens and Indemnification	30
Section 9.05. Architectural Review	30
Section 9.06. Minimization of Interference	30
ARTICLE X – ARCHITECTURAL REVIEW	30
Section 10.01. Architectural Review Committee.....	30
Section 10.02. Architectural Review Committee Approval and Control	31
Section 10.03. Appeal to Executive Board	32
Section 10.04. Enforcement of Restrictions	32
Section 10.05. Fees.....	33
Section 10.06. Lapse of Approval	33
Section 10.07. Liability	33
ARTICLE XI – COVENANTS, CONDITIONS AND RESTRICTIONS	34
Section 11.01. Applicability of Covenants, Conditions and Restrictions.....	34
Section 11.02. Association Documents	34
Section 11.03. Use of Name	34
Section 11.04. Notice of Conveyance, Assignment or Encumbrance	34
Section 11.05. Qualified Users	34
Section 11.06. Use of Common Elements	34
Section 11.07. Wastage	35
Section 11.08. Alterations	35
Section 11.09. Obstruction of Access.....	36
Section 11.10. Nuisances, Hazardous Activities and Unsightliness	36
Section 11.11. Signs	38
Section 11.12. No Unethical Advertising.....	38

Section 11.13. Compliance with Laws	38
Section 11.14. Compliance with Insurance	38
Section 11.15. Subdivision and Rezoning	38
Section 11.16. Vehicles and Parking	39
Section 11.17. Deliveries, Trash Removal and Other Services	39
Section 11.18. Exterior Storage	40
Section 11.19. Animals	40
Section 11.20. Solid-Fuel Burning Devices	40
Section 11.21. Units	40
Section 11.22. Solicitation	42
Section 11.23. Report Peddlers	42
Section 11.24. Locks	42
Section 11.25. Keep Unit Secure	42
Section 11.26. Identification	42
Section 11.27. Overloading Floors	42
Section 11.28. Control of Workmen	42
Section 11.29. Vending Machine	43
Section 11.30. Owner Shall Not Interfere With Reserved Rights	43
Section 11.31. Non-Smoking Building	43
Section 11.32. Declarant's Exemption	43
 ARTICLE XII - EASEMENTS AND RESERVATIONS	 43
Section 12.01. Declarant's Easements Over Common Elements	43
Section 12.02. Utility Easement	44
Section 12.03. Association's Easement	44
Section 12.04. Easements for Encroachments	45
Section 12.05. Emergency Access Easement	45
Section 12.06. Metropolitan or Special District Easement	45
Section 12.07. Recorded Easements and Licenses	45
Section 12.08. Assignment of Easement Agreement	45
 ARTICLE XIII - INSURANCE	 45
Section 13.01. Insurance Required to be Obtained by the Association	45
Section 13.02. Casualty Insurance for Improvements	45
Section 13.03. Adjustments	46
Section 13.04. Waiver of Subrogation	46
 ARTICLE XIV - CASUALTY	 46
Section 14.01. Casualty to Common Elements	46
Section 14.02. Estimate of Damages or Destruction	46
Section 14.03. Repair and Reconstruction	46
Section 14.04. Funds for Repair and Reconstruction	47
Section 14.05. Disbursement of Funds for Repair and Reconstruction	47
Section 14.06. Casualty to a Unit	47
 ARTICLE XV - CONDEMNATION	 47

Section 15.01. Condemnation of All Units.....	47
Section 15.02. Condemnation of Fewer Than All Units.....	48
Section 15.03. Condemnation of Common Elements	48
ARTICLE XVI - SPECIAL DECLARANT RIGHTS	48
Section 16.01. Improvements	48
Section 16.02. Development Rights	48
Section 16.03. Sales Offices and Models	49
Section 16.04. Exercising Special Declarant Rights	49
Section 16.05. Interference with Special Declarant Rights	50
Section 16.06. Rights Transferable.....	50
ARTICLE XVII - MORTGAGEE PROTECTIONS	50
Section 17.01. Benefit of Mortgagees	50
Section 17.02. Notice of Actions	50
Section 17.03. Consent Required	50
Section 17.04. Notice of Objection.....	51
Section 17.05. First Mortgagees' Rights	51
Section 17.06. Limitations on First Mortgagees' Rights.....	51
Section 17.07. Declarant Rights	52
ARTICLE XVIII - ENFORCEMENT AND REMEDIES	52
Section 18.01. Enforcement	52
Section 18.02. Attorneys' Fees.....	53
Section 18.03. Interest.....	53
Section 18.04. Right to Notice and Hearing.....	53
Section 18.05. Nonwaiver	54
ARTICLE XIX - TERM AND AMENDMENTS	54
Section 19.01. Term	54
Section 19.02. Termination.....	54
Section 19.03. Amendments	54
Section 19.04. Ground Lease Term; Rights of Owners upon Expiration.....	55
Section 19.05. Mergers	57
ARTICLE XX - MISCELLANEOUS	57
Section 20.01. Interpretation of the Declaration.....	57
Section 20.02. Severability	57
Section 20.03. Disclaimer of Representations.....	57
Section 20.04. Reference to Declaration and Deeds.....	58
Section 20.05. Successors and Assigns of Declarant	58
Section 20.06. Captions and Titles.....	58
Section 20.07. Exhibits	58
Section 20.08. Governing Law.....	58
Section 20.09. Notices	58

EXHIBIT A – Legal Description of Property
EXHIBIT B – Legal Description of Additional Real Estate
EXHIBIT C – Legal Description of Easement Parcel
EXHIBIT D – Interest in General Common Elements/Share of Common Expenses/
Votes Allocated to Unit
EXHIBIT E – Easements and Licenses

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HARMONY VALLEY CONDOMINIUMS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARMONY VALLEY CONDOMINIUMS (as amended from time to time, this "Restated Declaration") is made as of ~~October 27, 1999~~the day of , 2019, by **POUDRE VALLEY HEALTH CARE, INC.**, a Colorado nonprofit corporation d/b/a Poudre Valley Healthcare System (together with its successors and assigns, "Declarant"), and one hundred percent (100%) of the Current Owners (defined below), and agreed and consented to by Health Services District of Northern Larimer County, d/b/a Health District of Northern Larimer County, f/k/a Poudre Health Services District, f/k/a The Poudre Valley Hospital District, a Colorado health service district, incorporated under C.R.S. § 32-1-101 et seq., formerly known as Poudre Valley Hospital District, ("Ground Lessor") and sixty-seven percent (67%) or more of the First Mortgagees (defined below) based upon one (1) vote for each Unit (defined below) encumbered by a First Mortgage (defined below).

RECITALS

A. Declarant is the lessee under that certain Building Site Lease dated as of October 27, 1999, as the same may have been or will be amended from time to time (the "Ground Lease") by and between Ground Lessor, as landlord, and Declarant, as ~~tenant~~lessee, for the real property located in the City of Fort Collins, County of Larimer, State of Colorado, that is more particularly described on **Exhibit A** attached hereto and made a part hereof (such Ground Lease interest therein being defined herein as the "Property"). The Ground Lease (as such term is defined below) was recorded June 30, 2000 at Reception No. 2000044117 in the ~~Larimer County Records~~ and was amended by First Amendment to Building Site Lease dated effective July 29, 2019, and recorded August 7, 2019, at Reception No. 20190045570 in the Larimer County Records.

~~B. Pursuant to the Ground Lease, and by this Declaration, Declarant desires to create~~

B. Declarant and Ground Lessor previously executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums dated as of October 27, 1999, and recorded June 30, 2000, at Reception No. 2000044119 ~~in the Larimer County Records, as amended by~~ (i) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums recorded December 29, 2003, at Reception No. 20030161664 in the Larimer County Records; (ii) Affidavit of Bruce M. Smith recorded June 29, 2005, at Reception No. 20050053048 in the Larimer County Records; (iii) Affidavit of Krishna C. Murthy, M.D., on behalf of Allergy Associates Investments, Ltd. recorded June 29, 2005, at Reception No. 20050053049 in the Larimer County Records; and (iv) Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony

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Valley Condominiums recorded August 7, 2019, at Reception No. 20190045569 of in the Larimer County Records (collectively, "Original Declaration").

C. Pursuant to the Ground Lease, and by the Original Declaration, Declarant created a leasehold common interest community in the form of a condominium on the Property pursuant to the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33.3-101 through 38-33.3-319, as the same may ~~be~~have been amended from time to time.

~~C.~~
D. Declarant deems it necessary and desirable to subject the Property to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

Declarant and Ground Lessor further executed and caused to be recorded a Condominium Map for Harmony Valley Condominiums recorded June 30, 2000, at Reception No. 20000044120 of the Larimer County Records, as amended and supplemented by Harmony Valley Condominiums Supplement No. 1 recorded December 29, 2003, at Reception No. 20030161665 (jointly, "Original Map").

E. The following entities (all such parties other than the Declarant collectively referred to herein as "Current Owners") are the owners of the following condominium units (collectively, "Original Units") according to the Original Declaration and the Original Map:

<u>Owner</u>	<u>Condominium Unit</u>
<u>Declarant</u>	<u>Units 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 19, 20, 22 and 25</u>
<u>Advanced Properties of Colorado, LLC, a Colorado limited liability company</u>	<u>9</u>
<u>Eye and Laser Center Investments, LLC, a Colorado limited liability company</u>	<u>10</u>
<u>NCSA Building Partnership, LLP, a Colorado limited liability partnership</u>	<u>15</u>
<u>Horsetooth Neurology LLC, a Colorado limited liability company</u>	<u>17</u>
<u>Bonzrus Properties, LLC, a Colorado limited liability company</u>	<u>18</u>
<u>DOLB Investments, LLC, a Colorado limited liability company</u>	<u>21</u>
<u>Twin Owls, LLLP, a Colorado limited liability limited partnership</u>	<u>23A and 23B</u>
<u>Harmony Arthritis Investments, LLC, a Colorado limited liability company</u>	<u>24</u>
<u>Associates Investments, LLC, a Colorado limited liability company</u>	<u>26</u>

F. The Original Units, together with the general common elements and limited common elements allocated thereto pursuant to the Original Declaration and Original Map, are

located upon the real property legally described on **Exhibit A** attached hereto and incorporated herein by reference.

G. Certain errors existed in the Original Map with respect to the description of the Original Units. In addition, some of the Original Units have been modified by addition and expansion of additional improvements and Declarant, acting pursuant to its Special Declarant Rights (as defined in the Original Declaration), exercised such rights to create additional condominium units upon the Property.

H. Declarant and Current Owners desire that the Original Declaration and the Original Map be modified, amended and restated in their entirety to reflect the proper location, identification and ownership of all condominium units now located upon the Property as of the date of this Restated Declaration.

I. Concurrently with the recordation of this Restated Declaration, Declarant, Ground Lessor, one hundred percent (100%) of the Current Owners have executed and caused to be recorded an Amended and Restated Condominium Map of Harmony Valley Condominiums ("Restated Map") with the consent of sixty-seven percent (67%) or more of the First Mortgagees correctly identifying, locating and depicting all Condominium Units, General Common Elements and Limited Common Elements (as such terms are defined below) located upon the Property.

J. The Original Declaration provides that the Original Declaration may be amended by the Owners by vote of at least sixty-seven percent (67%) of the votes allocated to all Memberships with the consent of Declarant and the written consent of Ground Lessor. The Original Declaration further provides that the consent of sixty-seven percent (67%) or more of the First Mortgagees (based on one [1] vote for each Unit encumbered by a First Mortgage) shall be required for certain amendments to the Original Declaration.

K. Declarant and Current Owners are the Owners to which one hundred percent (100%) of all votes in the Association are allocated and the First Mortgagees hereafter identified are the holders of sixty-seven percent (67%) or more of the First Mortgages based on one (1) vote for each Unit encumbered by a First Mortgage.

L. Declarant, Current Owners, undersigned First Mortgagees and Ground Lessor desire to approve and consent to the amendment and restatement of the Original Declaration as more fully set forth hereinafter.

NOW, THEREFORE, Declarant, together with one hundred percent (100%) of the Current Owners, with the approval and consent of Ground Lessor and the consent of sixty-seven percent (67%) or more of the First Mortgagees (based on one [1] vote for each Unit encumbered by a First Mortgage) hereby publish and declare that

~~D. The Ground Lessor joins in the execution provisions of this Restated Declaration to ratify and affirm shall and affirm do hereby amend and restate in its entirety the covenants hereof and specifically including the provisions set forth in Section 19.04 hereof.~~
Original Declaration

DECLARATION

In consideration of the foregoing, Declarant hereby declares as follows:

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ARTICLE I

DECLARATION

Section 1.01. Declaration. Declarant hereby creates a condominium named "Harmony Valley Condominiums" on the Property (as such term is defined below) and declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions of this Restated Declaration.

Section 1.02. Covenants Running with the Land. All covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions of this Restated Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Restated Declaration shall bind and inure to the benefit of Declarant, Ground Lessor, the Owners (as such term is defined below), the Association (as such term is defined below), all other parties having any right, title or interest in the Property or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

Section 1.03. Non-Residential Use. The Units created hereby shall be restricted to ~~nonresidential~~non-residential use.

Section 1.04. Ground Lease. The Units created hereby shall be subject to the Ground Lease and fee title to the real property upon which the Units are constructed shall remain vested in the Ground Lessor.

ARTICLE II

DEFINITIONS

Section 2.01. Basic Definitions. As used in this Restated Declaration, the following terms have the meanings given in this Section 2.01.

"**Act**" means the Colorado Common Interest Ownership Act, Colorado Revised Statutes 38-33.3-101 through 38-33.3-319, as the same may be amended from time to time.

"**Additional Real Estate**" means the real property whether owned or leased by the Declarant located in Fort Collins, Larimer County, Colorado, that is more particularly described on **Exhibit B**, attached hereto and made a part hereof.

~~"**Advisory Committee**" has the meaning given to that term in Section 6.04 below.~~

"**Area**" of a Unit means the total number of square feet of the floor surface thereof as shown on **Exhibit D** attached hereto and made a part hereof.

"**Articles**" means the articles of incorporation of the Association, as the same may be amended from time to time.

"**Assessment**" means a General Assessment, a Special Assessment or a Default Assessment levied and assessed pursuant to Article VII below.

"**Assessment Lien**" has the meaning given to that term in Section 7.08 below.

"**Association**" means Harmony Valley Condominium Association, ~~Inc.~~, a Colorado nonprofit corporation, and its successors and assigns, formed pursuant to the Act and the Colorado Revised Nonprofit Corporation Act.

"**Association Documents**" means this Restated Declaration, the Articles, the Bylaws and the Rules ~~and~~, Regulations and Policies, as the same may be amended from time to time.

"**Building**" means the building (including all Improvements therein contained) located in the Leasehold Common Interest Community and within which one (1) or more Units are located.

"**Bylaws**" means the bylaws of the Association, as the same may be amended from time to time.

"**Common Elements**" means the General Common Elements and the Limited Common Elements.

"**Common Expenses**" means:

(a) any and all costs, expenses and liabilities incurred by or on behalf of the Association, which costs, expenses and liabilities are allocated to each Unit as more particularly set forth in Section 3.02 below, including, without limitation, costs, expenses and liabilities for (i) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements; (ii) providing facilities, services and other benefits to the Owners; (iii) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (iv) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto, including, without limitation, the rentals and all amounts due pursuant to the Ground Lease and the Master Declaration; (v) regulating and managing the Condominium; and (vi) operating the Association; and

(b) reserves for any such costs, expenses ~~and liability, liabilities~~ and reserve funds for the acquisition of fee title to the Property from the Ground ~~Lessor~~ Lessors as described in Section 19.04.

"Leasehold Common Interest Community" has the meaning therefor set forth in the Act.

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"**Condominium**" means Harmony Valley Condominiums, the Common Interest Community created on the Property by this Restated Declaration, consisting of the Units and the Common Elements, as supplemented and amended from time to time.

"**Declarant**" means Poudre Valley Health Care, Inc., a Colorado nonprofit corporation d/b/a Poudre Valley Healthcare System, and its successors and assigns.

~~"**Declarant Control Period**" has the meaning given to that term in Section 6.03 below.~~

~~"**Declaration**" means this Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums, as the same may be amended from time to time.~~

"**Default Assessment**" has the meaning given to that term in Section 7.06 below.

"**Development Rights**" means any right or combination of rights reserved by Declarant in this Restated Declaration to add real estate to the Leasehold Common Interest Community; create Units, General Common Elements or Limited Common Elements within the Leasehold nCommon Interest Community; subdivide Units or convert Units into Common Elements; or withdraw real estate from the Leasehold Common Interest Community.

"**Director**" means a duly elected or appointed member of the Executive Board.

"**Easement Agreement**" means that certain Declaration of Easement Agreement and Easement Agreement dated as of October 27, 1999 by and between Poudre Health Services District and Poudre Valley Health Care, Inc., as amended, modified or restated from time to time, recorded June 30, 2000 at Reception No. 2000044118, in the Larimer County Records.

"**Easement Parcel**" means that certain parcel of real property surrounding the Property as more particularly described on **Exhibit C** hereto.

"**Executive Board**" means the Association's Board of Directors.

"**First Mortgage**" means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority hereunder or by statute.

"**First Mortgagee**" means a Mortgagee under a First Mortgage.

"**General Assessment**" has the meaning given to that term in Section 7.04 below.

"**General Common Elements**" means all of the Condominium, other than the Units and the Limited Common Elements. Without limiting the generality of the preceding sentence, the General Common Elements include, without limitation:

- (a) all improvements, including, without limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, utility systems, mechanical

systems, sprinkler systems, exhaust and ventilation systems, storage areas, roofs, chimneys, drainage facilities, common patios, common balconies, common decks, common porches, corridors, lobbies, courtyards, stoops, exits and entrances, yards, sidewalks, walkways, parking areas, paths, grass, shrubbery, trees, planters, driveways, roadways, landscaping, gardens and related facilities upon the Property, the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use, except for those Improvements that are designated by the Act, by this Restated Declaration or by the Restated Map as Units or Limited Common Elements; and

(b) any parcels of real property and improvements and fixtures located thereon (i) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to this Restated Declaration or a lease, license, easement or other agreement, including the easements under the Easement Agreement, and (ii) that are used or possessed by the Association for the benefit of all Owners.

"Ground Lease" means that certain Building Site Lease dated as of October 27, 1999 by and between Poudre Health Services District now known as Health Services District of Northern Larimer County, d/b/a Health District of Northern Larimer County, as ground lessor thereunder and Declarant as ground lessee thereunder, a memorandum of which was recorded June 30, 2000 at Reception No. 2000044117, in the Larimer County Records as further described in Section ~~49.04 hereof~~ 19.04 hereof, as amended by First Amendment to Building Site Lease dated effective July 29, 2019, and recorded August 7, 2019, at Reception No. 20190045570 in the Larimer County Records.

"Ground Lessor" means Health Services District of Northern Larimer County, d/b/a Health District of Northern Larimer County, f/k/a Poudre Health Services District, f/k/a The Poudre Valley Hospital District, a Colorado health service district, incorporated under C.R.S. § 32-1-101 et seq.

"Guest" means any employee, agent, independent contractor, lessee, licensee, customer, patient or invitee of an Owner.

"Improvement" means any ~~building~~ Building, structure or other improvement (including, without limitation, all fixtures and improvements contained therein) located on the Property and within which one (1) or more Units or Common Elements are located.

"Interest in General Common Elements" means the undivided interest in the General Common Elements appurtenant to each Unit, determined in accordance with the terms and conditions of Section 3.02 below.

~~"Intermediate Control Period" has the meaning given to that term in Section 6.05 below.~~

"**Larimer County Records**" means the real estate records maintained in the Office of the Clerk and Recorder for Larimer County, Colorado.

"**Limited Common Elements**" means those portions of the Common Elements allocated by this Restated Declaration or by operation of the Act for the exclusive use of one (1) or more Units, but fewer than all of the Units. Without limiting the generality of the foregoing, "Limited Common Elements" include, without limitation,

(a) any shutters, awnings, window boxes, windows and doors located at the boundaries of the Units, utility systems, mechanical systems, exhaust and ventilation systems, fireplaces, patios, balconies, decks, porches, courtyards, ~~elevators~~, waiting areas, ~~libraries~~, storage spaces, restrooms, entrances, exits, and walkways and other areas and improvements that are designed to serve fewer than all of the Units;

(b) any parcels of real property and improvements and fixtures located thereon (i) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to this Restated Declaration or a lease, license, ~~easements~~easement or other agreement, and (ii) that are used or possessed by the Association for the benefit of Owners of fewer than all of the Units; and

(c) any physical portion of the Condominium that is designated on the Restated Map as "Limited Common Element," "~~LCE~~," "~~LCE~~R" or "~~LCEGLCE~~."

 If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other structural component, any portion of a mechanical system or any fixture lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the General Common Elements. Nonstructural walls located wholly within a Unit are Limited Common Elements appurtenant to the Units in which they are located.

"**Majority**," regardless of whether capitalized, means any percentage greater than fifty percent (50%).

~~"Map" means the condominium map for the Harmony Valley Condominiums recorded in the Larimer County Records, as the same may be amended or supplemented from time to time.~~

 "Master Declaration" means that certain Harmony Campus Master Declaration of Covenants, Conditions, Restrictions and Easements executed by Health Service District of Northern Larimer County, d/b/a Health District of Northern Larimer County, a Colorado special district, quasi-municipal corporation and political subdivision organized and acting pursuant to Article 1, Title 32, C.R.S. 2003, f/k/a The Poudre Valley Hospital District and the Poudre Health Services District, and Poudre Valley Health Care, Inc., a Colorado nonprofit corporation d/b/a Poudre Valley Health System, as amended, modified or restated from time to time, which instrument was recorded on September 21, 2006, at Reception No. 20060072238 ~~of~~in the Larimer County Records, together with all amendments and supplements thereto now or hereafter existing.

"**Member**" means an Owner of a Unit entitled to Membership in the Association.

"**Membership**" means a membership in the Association and the rights granted to Owners pursuant to this Restated Declaration and the other Association Documents to participate in the Association.

"**Mortgage**" means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

"**Mortgagee**" means any Person named as a mortgagee or beneficiary in any Mortgage and any successor to the interest of any such Person under a Mortgage.

"**Officer**" means a duly elected or appointed officer of the Association.

"**Owner**" means the record holder of legal title to any Unit or portion thereof. If there is more than one (1) record holder of legal title to a Unit, each record holder shall be an Owner. The term "Owner" includes Declarant to the extent that Declarant is the record holder of legal title to a Unit or a tenancy-in-common interest in a Unit.

"**Person**" means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity or any other entity capable of owning real property under the laws of the State of Colorado.

"**Property**" means:

(a) the real property located in Fort Collins, Larimer County, Colorado, that is more particularly described on **Exhibit A** attached hereto and made a part hereof, and

(b) any real property that is later made subject to this Restated Declaration in accordance with the terms and conditions contained herein.

"**Purchaser**" ~~"(s)"~~ means ~~a Person~~ one (1) or more Persons who ~~purchases~~ purchase an undivided one-hundred percent (100%) interest in a Unit from the Declarant ~~and a "Purchaser"~~ shall not include a Person who purchases a tenancy-in-common interest in a Unit from Declarant or such Person's successors in interest.

"**Qualified User**" means a Person satisfying all of the following requirements:

(i) if the Person is an individual:

(A) such individual shall have an unrestricted and unlimited license to practice medicine in the State of Colorado; and

(B) such individual shall be a member of the medical staff of Poudre Valley Hospital, University of Colorado Health or any of their affiliated entities.

(ii) if the Person is an entity:

(A) all physicians and all physician employees, shareholders, members, partners or associates of such Person shall have an unrestricted and unlimited license to practice medicine in the State of Colorado; and

(B) all physicians and all physician employees, shareholders, members, partners or associates of such Person who practice medicine within forty (40) miles of the Property and whose principal place of practice is in Fort Collins, Colorado shall be members of the medical staff of Poudre Valley Hospital, University of Colorado Health or any of their affiliated entities; and

(C) the majority of the physicians and physician employees, shareholders, members, partners and associates of such Person shall be employed by or members of the medical staff of Poudre Valley Hospital, University of Colorado Health or any of their affiliated entities.

(iii) if the Person is Poudre Valley Health Care, Inc. or University of Colorado Health or any of their affiliates.

"Restated Declaration" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums, as the same may be amended from time to time.

"Restated Map" means the Amended and Restated Condominium Map of Harmony Valley Condominiums recorded in the Larimer County Records, as the same may be amended or supplemented from time to time.

"Rules~~—and,~~ Regulations and Policies" means any instruments adopted by the Association and/or the Architectural Review Committee (as defined in Section 10.01 below) for the regulation and management of the Condominium, as the same may be amended from time to time.

"Share of Common Expenses" means the Share of Common Expenses allocated to each Unit in accordance with the terms and conditions of Section 7.02 below.

"Special Assessment" has the meaning given to that term in Section 7.05 below.

"Special Declarant Rights" means all "special declarant rights" (as such term is defined in the Act) that Declarant reserves for itself in this Restated Declaration.

"**Successor Declarant**" means any Person who succeeds to any Special Declarant Right.

"**Total Condominium Area**" means the Area of all Units in the Condominium, as determined in accordance with this Section 2.01.

"**Unit**" means a physical portion of the Condominium that is designated for separate ownership by an Owner depicted on the Restated Map and consisting of enclosed rooms and bounded by the unfinished perimeter walls, ceilings, floors, doors, and windows thereof; provided, however, that a Unit may not be bounded on all sides by walls, in which case the boundaries on such sides of a Unit shall be those boundaries as are designated on the Restated Map. A Unit shall include any drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames, shutters, awnings, doorsteps, stoops, doors and door frames. The Unit shall further include fixtures and hardware and all improvements contained within the unfinished perimeter walls, ceilings, and floors; provided, however, that a Unit shall not include any of the structural components of the ~~building~~ Building or utility or service lines located within the individual Unit but serving more than one (1) Unit and the Unit does not include the undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a Unit. The ownership of all the Units shall be subject to the Ground Lease.

Section 2.02. Gender and Number. Wherever the context of this Restated Declaration so requires:

- (a) words used in the masculine gender shall include the feminine and neuter genders;
- (b) words used in the neuter gender shall include the masculine and feminine genders;
- (c) words used in the feminine gender shall include the masculine and neuter genders;
- (d) words used in the singular shall include the plural; and
- (e) words used in the plural shall include the singular.

ARTICLE III

UNITS AND COMMON ELEMENTS

Section 3.01. Units.

- (a) ~~Declarant hereby creates~~ There currently exists a total of ~~twenty-six~~ (26) ~~eight (28)~~ Units within the Condominium, the boundaries and identifying numbers of which are shown on the Restated Map.

(b) Declarant reserves the right to subdivide ~~the twenty-six (26) Units owned by it~~ into as many as sixty (60) Units and Common Elements associated therewith. Sixty (60) Units shall be the maximum number of Units within the Condominium. In addition, Declarant reserves the right, at any time prior to ~~the later to occur of the date on which the Declarant Control Period expires or the date that is thirty years after the date on which this Declaration is recorded in the Larimer County Records~~ June 30, 2030, to add to the Condominium the Additional Real Estate, or any part or parts thereof, and, to the extent permitted by the Act, other real property at any time as more ~~particularly addressed in Article XVI below~~ fully provided hereinafter.

(c) No Owner may alter its Unit, subdivide its Unit or relocate the boundaries between its Unit and an adjacent Unit, except as provided by this Restated Declaration.

(d) Except as expressly provided to the contrary in this Restated Declaration, the Interest in General Common Elements, the right to use Limited Common Elements and the Membership in the Association appurtenant to the Unit may not be partitioned or separated from the Unit or any part thereof.

(e) Notwithstanding anything to the contrary contained in Section 3.01(c) above, Section 3.01(d) above or elsewhere in this Restated Declaration:

- (i) nothing in Section 3.01(c) above, Section 3.01(d) above or elsewhere in this Restated Declaration shall prevent or limit Declarant's exercise or enjoyment of any Special Declarant Right;
- (ii) an Owner may grant its rights to use any General Common Element or any Limited Common Element appurtenant to the Owner's Unit to the Owner's Guests;
- (iii) the Owner of a Unit may construct partitions within its Unit and lease separate portions of its Unit to one (1) or more lessees; provided that such partitions are approved in writing by the Association which approval shall not be unreasonably withheld; and
- (iv) the Owner of a Unit may assign all or a portion of the voting rights allocated to the Membership appurtenant to the Unit to one (1) or more lessees to whom the Owner leases all or a portion of its Unit, in accordance with the terms and conditions set forth in Section 5.01(b) below, provided such lessees are Qualified Users.

Section 3.02. Interests in General Common Elements.

(a) The Interests in General Common Elements shall be allocated among the Units as set forth in this Section 3.02. The Interest in General Common Elements

appurtenant to a Unit shall be expressed as a percentage and calculated in accordance with the following formula:

$$\text{Interest in General Common Elements} = \frac{\text{Area of the Unit} \times 100}{\text{Total Condominium Area}}$$

(b) The Interest ~~of each Owner~~ in General Common Elements of each Owner appurtenant to each of the ~~initial twenty-six (26)~~ eighty (28) Units of the Condominium ~~are~~ is set forth on **Exhibit D** attached hereto and made a part hereof.

(c) If any Units are subdivided, combined, added to or withdrawn from the Condominium, or if the Area of one (1) or more Units is increased or decreased, the Interest in General Common Elements for all Units within the Condominium after such subdivision, combination, addition or withdrawal, increase or decrease shall be recalculated in accordance with the formula set forth in Section 3.02(a) above.

(d) Except as expressly provided to the contrary elsewhere in this Restated Declaration, an Interest in General Common Elements may not be partitioned from the Unit to which it is appurtenant, and any purported conveyance, encumbrance or transfer of an Interest in General Common Elements made without the Unit to which the Interest in General Common Elements is appurtenant shall be void.

(e) Every Owner and the employees, Guests, tenants, and licensees of each Owner shall have a perpetual right and easement of access over, across, and upon the General Common Elements for the purpose of entering and exiting such Owner's respective Unit and the public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (i) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Restated Declaration and the Restated Map;
- (ii) the right of the Association to regulate, on an equitable basis, the use of General Common Elements and Limited Common Elements from time to time;
- (iii) the right of the Association to adopt, from time to time, Rules ~~and~~ Regulations and Policies concerning vehicular traffic and travel upon, in, under, and across the Condominium; and
- (iv) the right of the Association to adopt, from time to time, any and all Rules ~~and~~ Regulations and Policies concerning the Common Elements as the Association may determine are necessary or prudent, subject to the terms of this Restated Declaration.

Notwithstanding the foregoing, the Association shall take no action which unreasonably restricts ~~any Owners or its employees, Guests, tenants and licensee's~~ the right and easement of access over, across and upon the General Common Elements to its Unit of any Owner or its employees, Guests, tenants and licensees.

Section 3.03. Limited Common Elements. Except as expressly provided to the contrary in this Restated Declaration, the allocation of the Limited Common Elements shown on the Restated Map or by operation of the Act may not be altered without the consent of all Owners whose Units would be affected by such reallocation and then, only in accordance with the terms and conditions of the Act. Subject to the provisions of this Restated Declaration, every Owner shall have the exclusive right to use and enjoy the Limited Common Elements appurtenant to ~~the~~such Owner's Unit. Parking spaces located within the parking area of the Condominium may be designated on the Restated Map as Limited Common Elements and reserved for the use of the Owners and the tenants, Guests, lessees, licensees, permittees and invitees of the Owners of the Units; provided, however, any such designation shall not be construed as granting any Owner of a Unit the ownership of such parking or storage spaces or the right to the use of any specific parking space, but rather the right to use a parking space within the parking area in accordance with the provisions of Section 11.16.

Section 3.04. Separate Taxation of Units. Pursuant to the Act, each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

Section 3.05. Description of Units. To convey, encumber or otherwise affect legal title to a Unit an instrument must describe the Unit as follows:

Unit _____, Harmony Valley Condominiums, Larimer County, Colorado, according to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums, dated as of ~~October 27, 1999~~ 2019, recorded on _____, 2019, under Reception No. _____ of the records of the Clerk and Recorder for Larimer County, Colorado, and the Amended and Restated Condominium Map of Harmony Valley Condominiums recorded on _____, 2019, under Reception No. _____ of the records of the Clerk and Recorder for Larimer County, Colorado.

ARTICLE IV

THE ASSOCIATION

Section 4.01. Formation of the Association. ~~On or before the date on which~~ Declarant ~~conveys the first Unit to a Purchaser, Declarant shall form~~ has caused the Association to be formed prior to the date of this Restated Declaration.

Section 4.02. Purposes and Powers.

- (a) The Association's purposes are:

- (i) to manage, operate, insure, construct, improve, repair, replace, alter and maintain the Common Elements;
- (ii) to provide certain facilities, services and other benefits to the Owners;
- (iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby and, to the extent applicable, pursuant to the Master Declaration;
- (iv) to levy, collect and enforce the Assessments, charges and liens ~~imposed pursuant hereto~~ and to pay all obligations imposed on the Association pursuant ~~hereto~~ this Restated Declaration, the Ground Lease and the Master Declaration;
- (v) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with one (1) or more condominium associations or ~~the Company~~ property owners' associations which contemplate the sharing of expenses among the Association and the other condominium associations or ~~the Company~~ property owners' associations for facilities and services that serve the Association and the other condominium associations or ~~the Company~~ property owners' associations;
- (vi) to take any action that it deems necessary or appropriate to protect the interests and general welfare of Owners;
- (vii) to regulate and manage the Condominium; ~~and~~
- ~~(viii)~~ (viii) to adopt procedures and Rules, Regulations and Policies as required by the Act;
- ~~(ix)~~ to provide or cause to be provided education to the Owners, at no cost, on at least an annual basis as to the general obligations of the Association and the rights and responsibilities of the Owners pursuant to the Act; and
- ~~(x)~~ to exercise all rights and privileges and to take all actions necessary to enforce the provisions of the Ground Lease, including, without limitation, enforcing any use restrictions against the Property contained therein and collecting the rent due thereunder as an Assessment and paying such amount to the Ground Lessor as and when provided in the Ground Lease.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may:

- (i) take any and all actions that it deems necessary or advisable to fulfill its purposes;
- (ii) exercise any powers conferred on it by the Act or any Association Document; and
- (iii) exercise all powers that may be exercised in Colorado by nonprofit corporations.

(c) Without in any way limiting the generality of Section 4.02(b) above, the Association may, but is not obligated to:

- (i) provide certain facilities and services to the Owners, such as (A) storage space, (B) water, sewer, gas, electric, cable television, telephone, telecommunication and other utility services, and (C) ~~trash~~ collection facilities and services;
- (ii) acquire, sell, lease and grant easements over, across and through the Common Elements;
- (iii) borrow monies and grant security interests in the Common Elements and in the assets of the Association as collateral therefor;
- (iv) make capital improvements, repairs and replacements to the Common Elements; and
- (v) hire and terminate managing agents and other employees, agents and independent contractors.

- (vi) exercise all options and privileges granted to the Association pursuant to the Ground Lease and/or the Master Declaration.

(d) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law, and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from terms of any other paragraph or provision of this Article.

Section 4.03. Association Documents.

(a) This Restated Declaration creates the Condominium and sets forth certain covenants, conditions, restrictions, reservations, easements, Assessments, charges and liens applicable to the Property. The Articles ~~create~~created the Association. The Bylaws

provide for the regulation and management of the Association, and the Rules~~and~~, Regulations and Policies provide for the regulation and management of the Condominium.

(b) If there is any conflict or inconsistency between the terms and conditions of this Restated Declaration and the terms and conditions of the Articles, the Bylaws or the Rules~~and~~, Regulations and Policies, the terms and conditions of this Restated Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules~~and~~, Regulations and Policies, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of the Rules~~and~~, Regulations and Policies, the terms and conditions of the Bylaws shall control.

Section 4.04. Books and Records. Upon request, the Association shall allow the Ground Lessor, the Owners~~and the~~ Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials which may be collected in advance but which shall not exceed the Association's actual cost per page for copies of the Association's records.

ARTICLE V

MEMBERSHIP AND VOTING

Section 5.01. Membership.

(a) There shall be one (1) Membership appurtenant to each Unit. The Membership appurtenant to a Unit shall be held by the Owners of that Unit and may not be separated from the Unit to which it is appurtenant. A Membership may be transferred or encumbered only in connection with the conveyance or encumbrance of a fee simple interest in the Unit to which the Membership is appurtenant. Any transfer or encumbrance of a Membership other than as permitted in this Section 5.01 shall be void and have no force or effect.

(b) Notwithstanding anything to the contrary in Section 5.01(a) above, an Owner may assign its voting rights to any Person by duly executed proxies timely delivered to the Association.

Section 5.02. Voting.

(a) The total number of votes allocated to all Memberships shall be ~~+000~~one thousand (1,000). The ~~+000~~one thousand (1,000) votes shall be allocated among the ~~initial~~ Memberships as follows: each Membership appurtenant to a Unit shall be entitled to a number of votes calculated as follows:

$$\text{Number of Votes} = \frac{10001,000}{\text{Total Condominium Area of all Units}} \times \text{Area of the Unit}$$

(b) The votes allocated to the ~~initial existing~~ twenty-six (26) ~~eight (28)~~ Units of the Condominium are set forth on **Exhibit D** attached hereto and made a part hereof.

(c) If any Units are ~~subdivided, combined,~~ added to or withdrawn from the Condominium, or the Area of one (1) or more Units is increased or decreased, the total number of votes allocated to all Memberships and the allocation thereof after such ~~subdivision, combination,~~ addition, withdrawal, increase or decrease shall be recalculated as provided in Section 5.02(a) above.

(d) Each Membership shall be entitled to the number of votes allocated to it in accordance with Sections 5.02(a), (b) and (c) above, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Fractional voting shall be allowed for Memberships appurtenant to Units. If more than the number of allocated votes ~~are~~ cast for any particular Membership, none of such votes shall be counted, and all of such votes shall be deemed null and void.

(e) Notwithstanding any provision in this Restated Declaration or in the Bylaws of the Association, no term pertaining to voting requirements in this Restated Declaration or in the Bylaws shall be construed so as to violate the Act.

(f) The Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association.

(g) If any Unit is owned by two (2) or more Persons as tenants-in-common, the votes allocated to such Membership appurtenant to such Unit shall be allocated among the tenants-in-common on the basis of and in accordance with such Persons' percentage tenancy-in-common interest in such Unit unless otherwise provided in an agreement by and among such Persons.

ARTICLE VI

EXECUTIVE BOARD

Section 6.01. Number and Election of Directors.

(a) The Executive Board shall consist of ~~six~~seven (7) Directors elected by and representing ~~the~~ Owners of Units (the "Directors").

(b) Subject to the terms and conditions of ~~Sections~~Section 6.03, 6.05 and 6.06 below, the ~~initial~~ Directors will hold office until the election or appointment of their successors at the ~~2000~~2020 annual meeting. Thereafter, the ~~six~~seven (7) Directors will

hold office for a term of two (2) years and the Owners of the Units shall elect the ~~six~~seven (7) Directors at the annual meetings held in years ending in an even number.

(c) In any election of Directors to the Executive Board, each Membership shall be entitled to the number of votes that is equal to the product obtained by multiplying:

- (i) the number of votes allocated to that Membership in accordance with Section 5.02(a) above, by
- (ii) the number of Directors to be elected.

(d) Cumulative voting shall be allowed in the election of Directors to the Executive Board, but for no other purpose. Under cumulative voting, an Owner may cast all of the votes allocated to its Membership in an election of Directors for a single Director position, or otherwise distribute those votes among the candidates for Director positions in any manner the Owner desires.

Section 6.02. Powers of the Executive Board.

(a) Except as provided in this Restated Declaration, the Articles and the Bylaws, the Executive Board may act on behalf of the Association in all instances.

(b) The Executive Board may not act on behalf of the Association to:

- (i) amend this Restated Declaration;
- (ii) terminate the Association, this Restated Declaration or the Condominium;
- (iii) elect Directors to the Executive Board to fill a vacancy or for any other reason; or
- (iv) determine the qualifications, powers and duties, or terms of office, of Directors.

(c) Members of the Executive Board shall be entitled to participate in Association affairs which affect the Condominium in its entirety and the General Common Elements and Limited Common Elements.

Section 6.03. ~~Declarant Control Period.~~

~~(a) Subject to the terms and conditions of Section 6.03(b) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers during the Declarant Control Period. The phrase "Declarant~~

~~Control Period" means the period commencing on the date on which the temporary certificate of occupancy is issued by the City of Fort Collins, Colorado and ending on the date that is three years after the date thereof.~~

~~(b) Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.~~

~~Section 6.04. Advisory Committee.~~ An advisory committee (the "Advisory Committee") consisting of three Owners other than Declarant shall be established. The Advisory Committee shall meet with the Executive Board for the purpose of facilitating communication between the Owners and the Declarant. The Advisory Committee shall cease to exist upon the expiration of the Declarant Control Period.

~~Section 6.05. Intermediate Control Period.~~ Declarant shall have the exclusive right to appoint and remove three of the six Directors during the Intermediate Control Period (as defined herein). The group of Owners excluding the Declarant shall have the right to appoint and remove the remaining three Directors during the Intermediate Control Period. The phrase "Intermediate Control Period" means the period commencing on the date after which the Declarant Control Period expires and ending on the date that the Declarant holds less than one third the total number of votes allocated to Memberships under Section 5.02 above.

~~(a) During the 30 day period immediately preceding the date on which the Declarant Control Period expires, the Owners other than Declarant shall elect three Directors. Such Directors shall take office upon the commencement of the Intermediate Control Period.~~

~~(b) No later than sixty (60) days after the expiration of the Intermediate Control Period, the Owners shall elect Directors in accordance with Section 6.01 above.~~

~~Section 6.06. Removal of Directors.~~ Notwithstanding any provision of this Restated Declaration or any other Association Document to the contrary, the Owners of Units, by a sixty-seven percent (67%) vote of all Memberships represented and entitled to vote at any meeting at which a quorum is present, may remove any Director, with or without cause, ~~other than a Director appointed by Declarant during the Declarant Control Period or the Intermediate Control Period, as the case may be.~~

ARTICLE VII

ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

Section 7.01. Obligations for Assessments.

(a) Each Owner, by accepting a deed to a Unit (regardless of whether it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Association all:

- (i) General Assessments;
- (ii) Special Assessments;
- (iii) Default Assessments; and
- (iv) other charges that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to this Restated Declaration or any other Association Document.

(b) Notwithstanding the definition of the term "Owner":

- (i) a Person who acquires a Unit in a foreclosure sale shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date of the foreclosure sale; and
- (ii) a Person who acquires a Unit by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date on which the Owner of the Unit executes the deed-in-lieu of foreclosure.

(c) No Owner shall be exempt from liability for any such Assessment or other charges by waiving the use or enjoyment of any Common Element or by abandoning a Unit against which such Assessments or other charges are made.

(d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of the Unit. If there is more than one (1) Owner of a Unit, each Owner shall be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit.

(e) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

Section 7.02. Shares of Common Expenses.

(a) Except as otherwise set forth in this Restated Declaration, the Association's Common Expenses shall be determined by the Executive Board and the Executive Board shall determine the percentage of Common Expenses relating specifically to General Common Elements and the percentage of Common Expenses relating to Limited Common Elements.

(b) The ~~share~~ "Share" of Common Expenses allocated to a Unit shall be an amount equal to (i) the percentage interest of the Unit in the General Common Elements multiplied by the total amount of Common Expenses allocated by the Executive Board to the General Common Elements plus (ii) the ~~percentage interest of the Unit in the Limited Common Elements, multiplied by the total amount of Common Expenses~~ expenses allocated by the Executive Board to the Limited Common Elements allocated to such Unit.

(c) The Share of Common Expenses attributable to the ~~initial sixty (60) existing twenty-eight (28)~~ Units of the Condominium ~~are~~ is set forth on **Exhibit D** attached hereto and made a part hereof.

~~(d) — The~~ (d) To the extent not maintained, operated, repaired or paid under the provisions of the Master Declaration, the expenses for General Common Elements shall include, but not be limited to, expenses incurred as follows:

- (i) maintenance of the common areas outside of and between each ~~building~~ Building;
- (ii) maintenance and repair of the walkways, including any lighting serving such walkways, outside of and between each ~~building~~ Building;
- (iii) repairs to the parking facility;
- (iv) maintenance of the landscaping of the common areas and walkways around and between each ~~building~~ Building;
- (v) maintenance and repair of the elevators serving each ~~building~~ Building;
- (vi) operating, maintaining, lighting and cleaning the parking areas; ~~and~~
- (vii) paying all amounts due under, and monitoring compliance with, all terms, covenants and provisions of the Ground Lease- and, to the extent applicable, the Master Declaration; and

(viii) maintenance of any easement areas appurtenant to the Property or the Condominium, including the maintenance obligations under the Easement Agreement and the Master Declaration.

(e) If any Units are subdivided, combined, added to or withdrawn from the Condominium, or the Area of one (1) or more Units is increased or decreased, the ~~Shares~~Share of Common Expenses for all Units within the Condominium after such subdivision, combination, addition, withdrawal, increase or decrease shall be recalculated in accordance with the formula set forth in Section 7.02~~(ab)~~ above.

(f) Until the Association levies an Assessment, Declarant shall pay all Common Expenses.

Section 7.03. Budgets.

~~(a) — Prior to the first levy of a General Assessment, and thereafter on~~ (a) On or before October 1 of each calendar year, the Executive Board shall adopt a proposed annual budget for the Association for the following calendar year that sets forth:

- (i) the Executive Board's estimates of Common Expenses for the next calendar year;
- (ii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through General Assessments; and
- (iii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through Special Assessments.

 (b) Within ~~thirty (30)~~ninety (90) days after adopting a proposed annual budget, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the proposed annual budget to the Owners and set a date for a meeting of the Owners to consider ~~ratification of~~ the proposed annual budget. ~~The date~~ Furthermore, notice of such meeting shall not be less than fourteen (14) days nor more than sixty (60) days after the mailing of the Owners shall be physically posted in a conspicuous place, to the extent such posting is feasible and practical, in addition to any electronic posting or electronic mail notices that may be given pursuant to the provisions of the Act. The date of such meeting shall be within a reasonable time after mailing or other delivery of the summary of the proposed annual budget to the Owners. Unless at that meeting sixty-seven percent (67%) of the votes allocated to all Memberships, whether or not a quorum is present, rejects the proposed annual budget, or as allowed for in the proposed annual budget shall be deemed ratified. If the proposed annual budget is rejected, the annual budget last ratified by the Bylaws. The Executive Board shall give notice to the Owners shall be deemed renewed for the next calendar year and shall remain in full force and effect until such time as the Owners ratify a subsequent annual of the meeting as allowed for in the Bylaws. ~~The budget proposed by the Executive Board shall not require approval from the Unit Owners and will be deemed approved by the Unit Owners in the absence of a veto at such meeting by a Majority of the Owners. If the proposed annual budget is rejected, the periodic budget~~

last proposed by the Executive Board and not rejected by the Owners shall continue until a subsequent budget proposed by the Executive Board is not rejected by the Owners.

(c) If the Executive Board deems it necessary or advisable to amend an annual budget that has been ~~ratified~~deemed approved by the Owners under Section 7.03(b) above, the Executive Board may adopt a proposed amendment to the annual budget, mail a summary of the proposed amendment ~~to all, by ordinary first-class mail, or otherwise deliver a summary of the proposed amended budget to all of the~~ Owners and set a date for a meeting of the Owners to consider ~~ratification of the proposed amendment~~amended budget. The date of such meeting shall ~~not be less than fourteen (14) days nor more than sixty (60) days~~be within a reasonable time after the mailing of the summary of the proposed amendment. ~~Unless at that meeting sixty seven percent (67%) of the votes allocated to all Memberships, whether or not a quorum is present, rejects or other delivery of the summary of the proposed amendment, amended budget, or as allowed for in the Bylaws. The Executive Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The amended annual budget shall not require approval from the Unit Owners and will be deemed approved by the Unit Owners in the absence of a veto at such meeting by a Majority of the Owners. If the proposed amendment shall be deemed ratified~~amended annual budget is rejected, the previous budget without amendment last proposed by the Executive Board and not rejected by the Owners shall continue until a subsequent budget proposed by the Executive Board is not rejected by the Owners.

Section 7.04. General Assessments.

(a) After ~~the Owners ratify~~adoption of an annual budget pursuant to Section 7.03(b) above, the Association shall levy an Assessment for Common Expenses (a "General Assessment") on each Unit. ~~The amount of the General Assessment levied against a Unit shall equal the product obtained by multiplying:~~

- (i) the amount set forth in the annual budget ~~ratified~~adopted by the ~~Owners~~Executive Board pursuant to Section 7.03(b) above as the amount of Common Expenses to be raised by General Assessments, by
- (ii) that Unit's Share of Common Expenses.

(b) The Owners shall pay the General Assessments levied against their respective Units in such periodic installments as may be required by the Association.

(c) If ~~the Owners ratify~~ an amendment to the General Assessment portion of an annual budget is adopted pursuant to Section 7.03(~~bc~~) above, the amount of the General Assessment levied against each Unit shall be adjusted accordingly, as shall the amount of each Owner's periodic installments.

(d) If the Owners ~~fail to ratify and reject a proposed~~ annual budget adopted by the Executive Board for any calendar year prior to January 1 of that calendar year, the Owners shall continue to pay periodic installments of the General Assessment to the

Association at the rate payable during the prior calendar year until such time as ~~the Owners ratify~~ a new annual budget for the then current calendar year ~~is adopted pursuant to Section 7.03(b) above~~. Once ~~the Owners ratify~~ a new annual budget has been adopted, the Association shall levy against each Unit the General Assessment for the then current calendar year, and each Owner's periodic installments shall be adjusted as necessary to pay the new General Assessment in equal periodic installments over the remainder of such calendar year, giving the Owners credit, in such manner as the Executive Board deems necessary or appropriate, for any installments that the Owners have previously paid to the Association during such calendar year.

(e) The failure of the Association to levy a General Assessment for any calendar year shall not be deemed a waiver, modification or release of an Owner's liability for the Share of Common Expenses allocated to such Owner's Unit.

Section 7.05. Special Assessments.

(a) The Assessments that the Association may levy pursuant to this Section 7.05 or Section 19.04 are referred to in this Restated Declaration as "Special Assessments."

(b) Notwithstanding anything to the contrary contained in Section 7.04 above, and in addition to the provisions of Section 11.14 below, if any Common Expense is attributable to the operation, maintenance, repair, replacement, alteration or improvement of a Limited Common Element, the Association may levy an Assessment for such Common Expense against the Units to which that Limited Common Element is ~~assigned, equally allocated~~ in proportion to the Shares of Common Expenses attributable to those Units or in any other equitable proportion as the Association reasonably deems appropriate.

(c) Subject to ~~subsection~~ Section 7.05(b) above pertaining to Limited Common Elements, the Association may levy a Special Assessment against all Owners pursuant to the terms and conditions set forth in Article XIV hereof.

(d) Each Special Assessment levied against any Unit shall be shown on an annual budget, or an amendment to an annual budget, ~~ratified~~ adopted (except as provided in Article XIV) ~~by the Owners~~ pursuant to Section 7.03 above and shall be paid as and when required by the Association.

Section 7.06. Default Assessments.

(a) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by:

- (i) the negligence or misconduct of an Owner or an Owner's Guest; or

- (ii) a violation of any covenant or condition of an Association Document by an Owner or an Owner's Guest; or
- (iii) any conduct or omission by an Owner or an Owner's Guest that causes the Declarant to be in violation of any covenant or condition of the Ground Lease or the Master Declaration;

the Association may levy an Assessment for such Common Expense against such Owner's Unit. Any such Assessment levied by the Association and each fine, penalty, fee or other charge imposed upon an Owner ~~for the Owner's violation of any covenant or condition of any Association Document are~~ pursuant to this Section 7.06 is each referred to herein as a "Default Assessment."

(b) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget, ~~ratified by the Owners~~ adopted pursuant to Section 7.03 above.

(c) With respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owner of the Unit against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard ~~pursuant to the Rules, Regulations and Policies of the Association adopted by the Executive Board~~. Owners of Units against which Default Assessments have been levied shall pay such Default Assessments as and when required by the Association.

Section 7.07. Assignment of Assessments. The Association shall have the unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise.

Section 7.08. Assessment Lien.

(a) The Association shall have a lien on each Unit for any Assessment levied against that Unit and for any fines, late charges, penalties, interest ~~and~~, attorneys' fees, disbursements and costs of collection imposed against the Owner of such Unit under any Association Document (the "Assessment Lien"). The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien shall secure each installment from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) An Assessment Lien is prior to all other liens and encumbrances on a Unit, except:

- (i) liens and encumbrances recorded prior to the recordation of ~~this~~ the Original Declaration;

- (ii) liens for real estate taxes and other governmental assessments or charges against the Unit; and
- (iii) a First Mortgage which was recorded before the date on which the Assessment sought to be enforced became delinquent.

(c) Notwithstanding the terms and conditions of Section 7.08(b) above, an Assessment Lien is prior to any and all liens and encumbrances (including a First Mortgage described in Section 7.08(b)(iii) above) recorded before the date on which the Assessment sought to be enforced became delinquent to the extent permitted by the Act, specifically including, without limitation, § 38-33.3-316(2)(b)(I) of the Act.

(d) The recording of this Restated Declaration constitutes record notice and perfection of an Assessment Lien on each Unit. No further recordation of any claim of any Assessment Lien is required.

(e) An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are instituted within six (6) years after the full amount of the Assessment secured thereby becomes due.

(f) This Section 7.08 does not prohibit actions or suits to recover sums secured by an Assessment Lien or the Association from taking a deed-in-lieu of foreclosure.

(g) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver ~~of the Owner~~ to collect all sums alleged to be owed by the Owner prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

(h) An Assessment Lien may be foreclosed in like manner as a mortgage on real estate. Periodic Assessments shall be payable during the period of foreclosure of an Assessment Lien.

Section 7.09. Waiver of Homestead Exemptions. By acceptance of the deed or other instrument of conveyance of a Unit, an Owner irrevocably waives the homestead exemption provided by Part 2, Article 41, Title 38, Colorado Revised Statutes, as amended, as the same may apply to the Assessment Lien.

Section 7.10. Estoppel Certificates; Notices to Mortgagees.

(a) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of unpaid Assessments currently levied

against such Owner's Unit. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Executive Board and every Owner. If no statement is furnished to the Owner, the Mortgagee or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert the priority of its Assessment Lien upon the Unit for unpaid Assessments which were due as of the date of the request.

(b) If a First Mortgagee delivers to the Association a written request for notice of unpaid Assessments levied against a Unit subject to a First Mortgage held by that First Mortgagee, the Association shall report to the First Mortgagee any unpaid Assessments levied against such Unit that remain unpaid for more than sixty (60) days after the same shall have become due. The First Mortgagee may pay any such unpaid Assessment, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such First Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

Section 7.11. Reserve Fund.

(a) The Association shall have the right to maintain a reserve fund for Common Expenses. The Association shall maintain the reserve fund in a minimum amount sufficient to cover the estimated annual costs and expenses of managing and maintaining the Property for one (1) year and for the payment of one (1) year of rent as may be required pursuant to the provisions of the Ground Lease (the "Ground Lease Reserve Amount"). The reserve fund ~~will be~~ has been funded as follows: At the closing of the sale of a Unit by Declarant to a Purchaser, the Purchaser ~~shall pay~~ paid to the Association an amount equal to the Association's estimate of three (3) months of Common Expenses applicable to the Unit for the fiscal year in which the sale of the Unit occurs plus the Ground Lease Reserve Amount allocable to such Unit. ~~Thereafter, the~~ The Association may increase the reserve fund or replace funds withdrawn from the reserve fund with funds collected through Assessments.

(b) Payments by Purchasers to the Association at closings under Section 7.11-(a) above shall not be credited against, or relieve Purchasers from, their obligation to pay other Assessments levied against Units by the Association.

(c) Upon the sale of a Unit from one (1) Owner to another, the Association shall ~~not~~ be obligated to return to the transferor any funds held in reserve, but the transferor shall be entitled to an appropriate credit from its transferee.

ARTICLE VIII

UTILITY AND OTHER SERVICES

Section 8.01. Water and Sewer Services.

(a) The Association shall be responsible for obtaining water and sewer services for all portions of the Condominium, except for those Units that are separately metered and the Limited Common Elements appurtenant thereto. The Owner of a Unit that has separately metered water and sewer services shall be responsible for obtaining water and sewer services for its Unit and the Limited Common Elements appurtenant thereto and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the water or sewer company providing the same.

(b) The Association shall allocate all Common Expenses for water and sewer services among all Units not separately metered and charge the Owners of the Units in accordance with their Shares of Common Expenses (adjusted to reflect the exclusion of those Units' Shares of Common Expenses from such allocation to the extent they are separately metered) as ~~Special~~General Assessments.

Section 8.02. Gas.

(a) The Association shall be responsible for obtaining gas ~~service~~service for all portions of the Condominium, except for those Units that are separately metered ~~and Units~~ and the Limited Common Elements appurtenant thereto. The Owner of a Unit that has separately metered gas service shall be responsible for obtaining gas ~~service~~service for its Unit and the Limited Common Elements appurtenant thereto and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the utility or gas company providing the same.

(b) Common Expenses for gas ~~service~~service shall be allocated among the Units and charged to the Owners as follows: Common Expenses for gas service to the main boiler that provides heat and hot water to the Units shall be allocated among all Units and charged to the Owners of the Units as General Assessments in accordance with their Shares of Common Expenses.

Section 8.03. Electric.

(a) The Association shall be responsible for obtaining electric ~~service~~service for all of the General Common ~~Areas~~Elements and each Owner of a Unit shall be responsible for obtaining electric ~~service~~service for its Unit and the Limited Common Elements appurtenant thereto and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the utility or service company providing the same.

(b) The Association shall allocate all Common Expenses for electric ~~service~~service for all General Common ~~Areas~~Elements among all Unit Owners in accordance with their Shares of Common Expenses ~~as Special~~and charged to the Owners as General Assessments.

Section 8.04. Telephone, Cable and Telecommunication.

(a) Each Owner shall be responsible for obtaining telephone ~~services, cable and telecommunication service~~ and telecommunication service for its Unit and the Limited Common Elements ~~designed~~ designated to serve only its Unit and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the telephone, cable or telecommunication company providing the same.

(b) The Association shall determine what, if any, telephone, cable and telecommunication services are necessary for the ~~Limited~~ General Common Elements that serve all of the Units and shall be responsible for obtaining those services. The Common Expenses incurred by the Association for those services shall be allocated among the Units ~~equally~~ in accordance with their Shares of Common Expenses and charged to the Owners of ~~the~~ the Units as ~~Special~~ General Assessments.

Section 8.05. Trash Removal.

(a) The Association shall be responsible for obtaining trash removal ~~services~~ service for all portions of the Condominium from the trash collection facilities maintained by the Association. Each Owner of a Unit shall remove trash from its Unit and the Limited Common Elements that are ~~designed~~ designated to serve its Unit and place such trash in one (1) of the trash collection facilities provided by the Association, in accordance with the ~~rules, regulations~~ Rules, Regulations and ~~other requirements~~ Policies of the Association.

(b) Common Expenses incurred by the Association for trash removal ~~services~~ service shall be allocated as follows: All Common Expenses incurred by the Association for trash removal services for the General Common Elements (to the extent that the Association can distinguish those Common Expenses from the Common Expenses described in Section 7.02(d) above) shall be allocated among all Units and charged to the Owners in accordance with the Shares of Common Expenses appurtenant to the Units as a portion of the General Assessments.

Section 8.06. Other Utilities. If the Association incurs Common Expenses for any utility service not described above, or if the manner of providing or metering any utility service described above changes from the manner in which such service is provided or metered as of the date of this Restated Declaration, the Association may allocate the Common Expenses incurred for such new utility service or changed utility service in any reasonable and equitable manner, unless at a meeting of the Members, sixty-seven percent (67%) of the votes allocated to all Memberships, whether or not a quorum is present, rejects the proposed allocation.

ARTICLE IX

MAINTENANCE OF COMMON ELEMENTS AND UNITS

Section 9.01. Maintenance of Common Elements. Except to the extent maintained or operated pursuant to the terms of the Master Declaration or as otherwise provided in this Restated Declaration, the Association, or its duly designated agent, shall maintain the Common Elements and the other Association ~~Property~~property in good order and condition and shall otherwise manage and operate the Common Elements as it deems necessary or appropriate. In addition, the Association shall ensure that all interior Common Elements are sufficiently heated to prevent the freezing of water and sewer lines serving the Condominium. In this regard, the Association may:

- (a) construct, modify, add to, repair, replace or renovate any improvements that are located on or constitute a part of any Common Element;
- (b) plant and replace trees, shrubs and other vegetation on any Common Element;
- (c) place, maintain and replace signs upon any Common Element;
- (d) adopt and enforce Rules ~~and~~ Regulations and Policies regulating the use of Common Elements; and
- (e) take any other actions as the Association deems necessary or advisable to protect, maintain, operate, manage or regulate the use of the Common Elements.

Section 9.02. Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair the interior of its Unit, including the fixtures and utilities located in the Unit. All fixtures, equipment and utilities installed and included in a Unit serving only that Unit, commencing at a point where the fixtures, equipment and utilities enter the individual Unit, shall be maintained and kept in repair by the Owner of that Unit. An Owner shall also maintain and keep in repair all windows and other glass items related to such Owner's Unit and any entry door or doors serving such Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, ~~impair~~ the proper functioning of the utilities, heating, ventilation, or plumbing systems; or the integrity of the ~~building~~Building. Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair, the Limited Common Elements assigned solely to its Unit, ~~other than those Limited Common Elements which unless~~ the Association ~~chooses~~shall choose to maintain such Limited Common Elements (i) for reasons of uniformity or structural considerations or (ii) due to the failure by an Owner, in the sole judgment and opinion of the Association, to maintain such Limited Common Elements in accordance with Rules, Regulations and Policies adopted by the Association and/or Architectural Review Committee from time to time, which Rules, Regulations and Policies may include provisions requiring uniformity of appearance, proper maintenance, repair and replacement. Without limiting the generality of the preceding sentence, the Association may maintain all exterior patios, roofs, decks, patios, skylights and other such exterior portions of the Condominium, even if such portions are Limited Common Elements appurtenant to a single Unit, and provide for snow removal and all such costs incurred by the Association in that regard shall be charged to Owners as Special Assessments in accordance with

Section 7.05 above. All unreimbursed costs shall be a lien upon a non-paying Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article VII of this Restated Declaration. Each Owner shall ensure that its Unit is sufficiently heated to prevent the freezing of water and sewer lines serving the Condominium.

Section 9.03. Owner's Failure to Maintain or Repair. In the event that portions of a Unit or other improvements are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained improvement lies with the Owner of the Unit, or in the event that such improvements are damaged or destroyed by an event of casualty, and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after written notice to the Owner and the expiration of a thirty (30-) day cure period, and with the approval of the Executive Board, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and other improvements to a condition of good order and repair; provided, however, if such repair and reconstruction due to an event of casualty cannot be reasonably performed within such thirty (30-) day cure period, the Owner shall have such time as is reasonably required to perform such repair and reconstruction so long as the work has been commenced within such cure period and is diligently pursued to completion. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid ~~assessment~~ Assessment levied in accordance with Article VII of this Restated Declaration.

Section 9.04. Mechanic's Liens and Indemnification. No labor performed or materials furnished and incorporated into a Unit with the consent or at the request of an Owner or an agent, contractor or subcontractor of an Owner shall be the basis either for filing a lien against the Unit of any other Owner not expressly requesting or consenting to the same in writing, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and any Mortgagee from and against all liability arising from any claim or lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or supplies incorporated in the Owner's Unit at the Owner's request.

Section 9.05. ~~Company-~~ Architectural Review. The rights and obligations of the Association and the Owners under this Article IX are subject to the review and approval rights of the Architectural Review Committee ~~and pursuant to~~ Article X hereof.

Section 9.06. ~~Limited Warranty.~~

~~(a) Declarant hereby warrants to the Association that the improvements made or to be made in the General Common Elements by Declarant will be free from defect in workmanship or material for a period beginning with the completion of such improvement and ending one year after substantial completion of construction or installation of the particular improvement. For purposes of the warranty, each tree or shrub installed by Declarant is a separate improvement. Declarant's warranty with respect~~

~~to landscaping shall not apply in cases of failure by the Association to properly irrigate or otherwise maintain such landscaping, but shall be applicable only to defective landscaping materials installed by Declarant. The warranty made to the Association in this Section 9.06 is the only warranty, express or implied, made by Declarant to the Association or to Owners with respect to such improvements. EXCEPT FOR SUCH WARRANTY, ANY AND ALL WARRANTIES WITH RESPECT TO SUCH IMPROVEMENTS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER FEDERAL OR STATE LAW, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED. THE PROVISIONS OF THIS SECTION 9.06 SHALL NOT LIMIT ANY WARRANTIES MADE BY THIRD PARTIES NOT AFFILIATED WITH DECLARANT.~~

~~(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, OWNER ACKNOWLEDGES AND AGREES THAT DECLARANT'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE REMEDY PROVIDED IN DECLARANT'S WARRANTY ABOVE. UNDER NO CIRCUMSTANCES SHALL DECLARANT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON A CLAIMED DIMINUTION IN THE VALUE OF THE UNIT, EVEN IF DECLARANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE WARRANTY ABOVE MAY BE BROUGHT BY OWNER MORE THAN ONE YEAR AFTER SUBSTANTIAL COMPLETION OF CONSTRUCTION OR INSTALLATION OF THE PARTICULAR IMPROVEMENT, REGARDLESS OF WHEN THE CAUSE OF ACTION HAS ACCRUED OR IS DISCOVERED. ANY SUCH CLAIMS BY OWNER MAY ONLY BE BROUGHT AGAINST DECLARANT IN AN ACTION BY THE ASSOCIATION AS PROVIDED FOR IN SUBSECTION (c) BELOW.~~

~~(c) ALL CONTROVERSIES AND DISPUTES RELATED TO THE WARRANTY ABOVE AND ALL CLAIMS BY OWNER AGAINST DECLARANT DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE WARRANTY ABOVE, SHALL BE SUBMITTED BY THE ASSOCIATION TO AND SETTLED BY CONCLUSIVE BINDING ARBITRATION UNDER THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THIS ARBITRATION PROVISION IS IRREVOCABLE AND PROVIDES THE EXCLUSIVE FORUM FOR THE RESOLUTION OF ALL SUCH CONTROVERSIES, DISPUTES AND CLAIMS. THE RESULTS OF THE ARBITRATION SHALL BE FINAL AND BINDING UPON ALL PARTIES TO THE ARBITRATION, AND JUDGMENT MAY BE ENTERED UPON SUCH RESULTS IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT OF COMPETENT JURISDICTION. NO DEMAND FOR ARBITRATION HEREUNDER, REGARDLESS OF THE NATURE OF THE CLAIM FOR RELIEF, MAY BE HAD OR MAINTAINED UNLESS SUCH DEMAND FOR ARBITRATION~~

~~IS MADE AND PROCESS SERVED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION RELATING TO THE DISPUTE, CLAIM OR CONTROVERSY HAS ACCRUED (OR IF EARLIER, ONE YEAR AFTER SUBSTANTIAL COMPLETION OF THE IMPROVEMENTS). ANY ACTION BY DECLARANT TO INSPECT, REPAIR OR REPLACE ANY CLAIMED DEFECT SHALL NOT ACT TO EXTEND THE TIME LIMIT SET FORTH ABOVE IN THIS PARAGRAPH. TO THE EXTENT THAT DECLARANT DOES NOT PREVAIL IN THE ARBITRATION, DECLARANT SHALL PAY ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE ARBITRATION, INCLUDING BUT NOT LIMITED TO THE ARBITRATOR'S EXPENSES AND BOTH THE ASSOCIATION'S AND DECLARANT'S REASONABLE ATTORNEYS' FEES. TO THE EXTENT THAT THE ASSOCIATION DOES NOT PREVAIL IN THE ARBITRATION, THE ASSOCIATION SHALL PAY ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE ARBITRATION, INCLUDING BUT NOT LIMITED TO THE ARBITRATOR'S EXPENSES AND BOTH THE ASSOCIATION'S AND DECLARANT'S REASONABLE ATTORNEYS' FEES.~~

~~(d) NO ARBITRATION OR LITIGATION ARISING OUT OF OR RELATING TO ANY CLAIM THAT THE ASSOCIATION MAY ASSERT AGAINST DECLARANT WITH RESPECT TO THE WARRANTY ABOVE SHALL INCLUDE, BY CONSOLIDATION OR JOINED OR CLASS CERTIFICATION OR IN ANY OTHER MANNER (INCLUDING WITHOUT LIMITATION, INCLUSION AS AN ORIGINAL OR ADDITIONAL THIRD PARTY TO ANY ARBITRATION OR LITIGATION), ANY PERSON OR ENTITY OTHER THAN THE ASSOCIATION ITSELF. DECLARANT HAS THE RIGHT TO SPECIFICALLY ENFORCE THIS PARAGRAPH.~~

~~Section 9.07. Assignment of Third Party Guaranties. Declarant shall assign to the Association, to the extent the same are assignable, all warranties, guaranties and security given or granted to Declarant in connection with the construction of or any repairs or replacements to the Common Elements. To the extent any such warranties, guaranties and/or security are not assignable, Declarant shall use reasonable efforts to enforce the same on behalf of the Association and the Owners.~~

~~Section 9.08. Minimization of Interference. Declarant covenants to the Association and the Owners that Declarant shall, during the process of constructing any General Common Elements and during any repairs or replacements of the same, use reasonable efforts to minimize any interference which Declarant's work may cause to the operation of any Unit or access thereto.~~

ARTICLE X

ARCHITECTURAL REVIEW

Section 10.01. Architectural Review Committee.

(a) The Association shall have an Architectural Review Committee (the "Architectural Review Committee") consisting of ~~the following three~~ (3) members:

~~(i) the first member shall be an Owner of a Unit or employee or agent of an Owner of a Unit,~~ appointed by the Executive Board;

~~(ii) the second and third members shall be appointed by and represent Declarant until such time as (A) Declarant holds less than fifty percent (50%) of the votes allocated to all Memberships, or (B) Declarant delivers written notice to the Executive Board that Declarant no longer desires representation on the Architectural Review Committee, after which time the second member shall be any individual that the Executive Board appoints and the third member shall be an independent, board-certified architect, who is not an Owner, who is appointed by the Executive Board and whose appointment shall be approved by a majority of the votes allocated to all Memberships.~~

(b) The regular term of office for each member of the Architectural Review Committee will be one ~~year. Any member of the Architectural Review Committee (1) year. The Executive Board may be removed~~ remove and ~~replaced~~ replace, with or without cause, ~~by the any~~ Person ~~that~~ appointed to the ~~member~~ Architectural Review Committee. A successor appointed to fill any vacancy on the Architectural Review Committee shall serve the remainder of the term of the former member.

(c) The Architectural Review Committee shall select its own chairman from its members. The chairman shall be the presiding officer of its meetings. In the absence of the chairman from a meeting, the members present shall appoint a member to serve as acting chairman at such meeting. Meetings shall be held upon call of the chairman at the offices of the Association. A majority of ~~the~~ members of the Architectural Review Committee shall constitute a quorum for the transaction of business. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date. The affirmative vote of a majority of the members of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. Except as set forth above, the Architectural Review Committee shall operate in accordance with its own Rules ~~and~~ Regulations and Policies which shall be filed with the Association and maintained in the records of the Association and shall be subject to inspection by all Owners and Mortgagees.

(d) Subject to budgets established by the Executive Board, the Architectural Review Committee is hereby authorized to retain the services of one (1) or more consulting architects, landscape architects, urban designers or other professionals to advise and assist the Architectural Review Committee in performing the design review functions described in this Article X. The Architectural Review Committee is also authorized to hire employees for the Association to perform the design review functions described in this Article X.

Section 10.02. Architectural Review Committee Approval and Control.

(a) No Owner may make any physical or cosmetic alteration or modification to the structural portions of ~~their~~ Unit or to the building systems contained within or associated with ~~their~~ Unit ~~or~~ construct any improvement or structure within ~~their~~ Unit ~~and may not, or~~ alter the exterior portion or change the exterior appearance of ~~their~~ Unit or any Common Element without the prior written approval of the Architectural Review Committee, which approval shall not be unreasonably withheld or delayed.

(b) If the Architectural Review Committee fails to respond to a request for its approval within thirty (30) days after its receipt of such request and a complete set of plans and specifications detailing the work to be performed, the Architectural Review Committee shall be deemed to have granted its approval to the actions described in such request and plans. The decisions of the Architectural Review Committee shall be conclusive and binding on all interested parties, subject only to the right of appeal to and review by the Executive Board as described in Section 10.03 below.

(c) Each Owner shall comply with the Rules ~~and~~ Regulations ~~and Policies~~ of the Architectural Review Committee, as the same may be amended from time to time by the Architectural Review Committee.

(d) The Architectural Review Committee or its designated ~~representative~~ ~~representatives~~ may monitor any approved project to the extent required to ensure that the construction or work on such project complies with any and all approved plans and construction procedures. The Architectural Review Committee or its designated representatives may enter any Unit at any reasonable time or times to inspect the progress, work status or completion of any project. In addition to the remedies described in Section 10.04 below, the Architectural Review Committee may withdraw approval of any project and require all activity at such project to be stopped, if deviations from the approved plan or approved construction practices are not corrected or reconciled within ~~twenty-four~~ (24) hours after written notification to the Owner specifying such deviations.

(e) The Architectural Review Committee may, as a condition to any consent or approval, require an Owner to enter into a written agreement with the Association containing such covenants, conditions and restrictions as the Architectural Review Committee deems necessary or appropriate, including penalties for failures to comply.

(f) Notwithstanding any provision to the contrary contained in this Article X, the Declarant shall be exempt from the limitations and prohibitions contained in this Article X; provided, however, the Declarant shall at all times be subject to the restrictions, if any, contained in the Ground Lease.

Section 10.03. Appeal to Executive Board. Any Owner aggrieved by a decision of the Architectural Review Committee specifically concerning such Owner may appeal the decision to the Executive Board in accordance with procedures to be established by the Executive Board. Such appeal shall be in writing and shall be filed within ten (10) days after the decision of the Architectural Review Committee. The Executive Board may overrule the Architectural Review Committee on any issue or question, on the condition that at least sixty-seven percent (67%) of the Directors vote to do so. In the event the decision of the Architectural Review Committee is overruled by the Executive Board on any issue or question, the prior decision of the Architectural Review Committee shall be deemed modified to the extent specified by the Executive Board and such decision, as so modified, shall thereafter be deemed the decision of the Architectural Review Committee. All decisions of the Executive Board shall be final and binding on all interested Owners.

Section 10.04. Enforcement of Restrictions.

(a) If an Owner violates any term or condition set forth in this Article X or in the Rules ~~and~~ Regulations and Policies of the Architectural Review Committee and subject to any Rules, Regulations and Policies adopted by the Association from time to time, the Association shall have the following rights and remedies:

- (i) The Association may, by written notice to the Owner, revoke any approval previously granted to the Owner by the Architectural Review Committee, in which event the Owner shall, upon receipt of such notice, immediately cease any construction, alteration or landscaping covered by the approval so revoked.
- (ii) The Association may, but is not obligated to, enter upon the Owner's Unit and cure such violation at the Owner's sole cost and expense. If the Association cures any such violation, the Owner shall pay to the Association the amount of all costs and expenses incurred by the Association in connection therewith within thirty (30) days after the Owner receives an Assessment thereof from the Association.
- (iii) The Association may sue the Owner to enjoin such violation.
- (iv) The Association shall have all other rights and remedies available to it under this Restated Declaration, at law or in equity. All rights and remedies of the Association shall be cumulative and the exercise of one (1) right or remedy shall not preclude the exercise of any other right or remedy.

(b) The Association may delegate any of its rights under Section 10.04(a) above to the Architectural Review Committee.

Section 10.05. Fees. The Architectural Review Committee may establish reasonable processing and review fees for considering any requests for approvals submitted to it, which fees shall be paid at the time the request for approval is submitted. All of such fees shall be set annually and disclosed in the annual budget of the Association.

Section 10.06. Lapse of Approval. Any approval issued by the Architectural Review Committee shall lapse and become void in accordance with the terms and conditions of the Rules ~~and~~, Regulations ~~and~~ Policies adopted by the Architectural Review Committee and the terms and conditions of any consents, approvals or permits issued by the Architectural Review Committee. In addition, an approval issued by the Architectural Review Committee for a project will lapse and become void if any building permit or approval issued by a governmental or quasi-governmental entity for the same project lapses or is revoked or suspended.

Section 10.07. Liability. The Declarant, the Association, ~~the~~ Ground Lessor and the Architectural Review Committee shall not be liable to any Owner of a Unit or any other Person for any loss, cost, expense or damage (including consequential damages) suffered by such Owner or Person as a result of any decision made or action taken by the Architectural ~~Review~~ Committee, unless such decision or action is made or taken in bad faith or with malice against such Owner or Person. The Declarant, the Association, the Ground Lessor, the Architectural Review Committee and any of their respective officers, directors, employees or agents shall not be responsible or liable for any defects, errors or omissions in any plans or specifications submitted, revised or approved under this Article X, nor for any defects, errors or omissions in construction pursuant to such plans and specifications. A consent or approval issued by the Architectural Review Committee or the Association means only that the Architectural Review Committee or the Association believes that the construction, alteration, installation or other work for which the consent or approval was requested complies with the Rules ~~and~~, Regulations ~~and~~ Policies adopted by the Architectural Review Committee and the Association. No such consent or approval shall be interpreted to mean that the construction, alteration, installation or other work covered thereby (a) complies with laws, rules, regulations, ordinances or other requirements of any governmental or quasi-governmental authority, (b) is free from defects, errors or omissions or (c) lies within the boundaries of the Unit. No consent, approval or permit issued by the Architectural Review Committee or the Association shall relieve Owners or other Persons of their obligations to comply with laws, rules, regulations, ordinances and other requirements of governmental or quasi-governmental authorities.

ARTICLE XI

COVENANTS, CONDITIONS AND RESTRICTIONS

Section 11.01. Applicability of Covenants, Conditions and Restrictions. Except as otherwise provided in this ~~Restated~~ Declaration, the covenants, conditions and restrictions set forth in this Article XI shall apply to all Units and Common Elements.

Section 11.02. Association Documents. Each Owner shall comply with, and shall require its Guests to comply with, all provisions of the Association Documents that apply to such Owner or such Owner's Unit.

Section 11.03. Use of Name. An Owner shall not use the name of the Condominium or that of Declarant, or any simulation or abbreviation thereof, as its name or as part of its name without Declarant's prior written consent. An Owner may use the address of the Condominium as the address of its office but shall not use pictures of the Condominium without Declarant's prior written consent.

Section 11.04. Notice of Conveyance, Assignment or Encumbrance.

(a) Promptly after ~~at~~the conveyance of a one-hundred percent (100%) interest in a Unit or portion thereof, the grantee shall furnish a copy of the conveyance deed to the Association.

(b) Promptly after ~~an~~the encumbrance of any interest in a Unit or portion thereof, the Owner shall furnish the Association with a copy of the Mortgage creating the encumbrance.

Section 11.05. Qualified Users. All Persons, including all Owners and their respective lessees, sublessees and assignees, who are conducting a medical practice or otherwise offering medical services in the Condominium shall be Qualified Users.

Section 11.06. Use of Common Elements. All Owners and their Guests may use the General Common Elements and the Limited Common Elements ~~designed~~designated to serve their Units for the purposes for which such Common Elements are intended. Notwithstanding the preceding sentence, neither an Owner nor a Guest may use any Common Element in any manner that unreasonably interferes with the rights of other Owners in and to the Common Elements. Without limiting the generality of the foregoing, no Owner shall cause, or permit its Guests to cause, waste to any Common Element. The Owners' rights to use the Common Elements are subordinate and subject to all of the rights and powers of the Association with respect to the Common Elements, including, without limitation, the Association's right and power to adopt rules regulating the use of the Common Elements.

Section 11.07. Wastage. An Owner shall not waste electricity, gas (if any), water or air conditioning and shall cooperate fully with Declarant and the Association to assure the most ~~effective~~efficient operation of the Condominium's heating and air conditioning and other utilities providing service to the General Common Elements, and shall refrain from attempting to adjust any controls other than room thermostats installed for Owner's use. Owner shall keep corridor doors closed.

Section 11.08. Alterations.

(a) Except as otherwise expressly provided in this Restated Declaration and subject to any additional approvals required pursuant to the Master Declaration, an Owner of a Unit may not make any improvement or alteration to a Common Element or any improvement or alteration to its Unit that affects any Common Element or any other Unit, without the prior written consent of the Association and the approval of the

Architectural Review Committee and the Ground Lessor as may be required pursuant to the Ground Lease.

(b) An Owner who owns adjoining Units may remove or alter any intervening partition, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity, electrical systems or mechanical systems or lessen the support of any portion of the ~~Condominium Building~~, provided, however, that such Owner obtains the prior written consent of the Association and the approval of the Architectural Review Committee and the Ground Lessor as may be required pursuant to the Ground Lease, to remove or alter any partition, such consent not to be unreasonably withheld.

(c) No new Improvement shall be constructed on the Property, and no construction, alterations, installations or other work to or affecting the exterior surface of any existing Improvement shall be made, except as may be required by the Architectural Review Committee or pursuant to the Ground Lease, and then only in strict accordance with the terms and conditions of the Ground Lease.

(d) Without limiting the generality of Sections 11.08(a) through (c) above, an Owner of a Unit may not, without the prior written consent of the Association, install or erect any improvement, mechanical system or fixture that either:

- (i) protrudes beyond the boundaries of the Owner's Unit; or
- (ii) is located wholly outside the Owner's Unit (even if located within a Limited Common Element that is assigned solely to the Owner's Unit).

(e) The Association shall perform or make, or cause to be performed or made, any Improvement, construction, alteration, installation or other work on, to or affecting the exterior of any Improvement on the Property which the Association requires, in writing, be performed or made.

Section 11.09. Obstruction of Access. No Owner, nor its ~~customers, patients, invitees and guests~~ Guests shall obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Condominium. No Owner shall place objects against glass partitions or doors or windows which would be unsightly from the Condominium corridor, or from the exterior of the Condominium, and such Owner ~~will~~ shall promptly remove same upon notice from the Association.

Section 11.10. Nuisances, Hazardous Activities and Unsightliness.

(a) No Owner or Person shall conduct any activity on the Property which creates a nuisance. The Owners and their respective tenants, invitees and ~~guests~~ Guests shall not cook, make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or

disturbances, or create odors, any of which may be offensive to other Owners and occupants of the Condominium or that would interfere with the operation of any device or equipment, including medical equipment, or radio or television broadcasting or reception from or within the Condominium or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside of the Unit.

(b) In the event any Hazardous Material (hereinafter defined) is brought into or onto the Unit by an Owner or such Owner's tenants, invitees and ~~guests~~Guests, such Owner or such Owner's tenants, invitees and ~~guests~~Guests shall handle any such material in compliance with all applicable federal, state and/or local regulations. For the purposes of this Section, "Hazardous Material" means and includes any medical waste, any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, Medical Waste Tracking Act, any so-called "Superfund" or "Superlien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Each Owner shall submit to the Association on an annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if such Owner is required to prepare, file or obtain any such plans or permits. Each Owner shall indemnify and hold harmless Declarant, its agents, employees, directors and the Association from any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) which Declarant, its agents, employees, directors and the Association

may suffer or incur as a result of such Owner's introduction into or onto the Unit of any Hazardous Material. This Section shall survive the expiration or sooner termination of this Restated Declaration.

~~Declarant further reserves the right on behalf of the~~The Association shall have the right to obtain a master contract for the disposal of medical wastes in the Condominium. If the Association elects to obtain such a master contract, all Owners in the Condominium including and their respective tenants shall be required to use such contracted service and the cost thereof shall be added, on a per usage basis, to the Association dues and assessments.

(c) It shall be each Owner's responsibility to see that any Hazardous Material which is required to be disposed of by it pursuant to the provisions of law or of this Section is (i) temporarily stored on the Unit in a manner consistent with all applicable laws, and (ii) is removed and handled by an individual or firm licensed, in the case of Hazardous Material, to dispose of such material. Each Owner shall be responsible for paying all costs and expenses associated with such removal and shall defend, indemnify and hold Declarant and the Association harmless for any loss, claim or damage suffered by Declarant or the Association, their respective agents, employees, directors and officers arising from such Owner's failure to properly and lawfully treat and dispose of any Hazardous Material. If an Owner fails to dispose of such Hazardous Material as required by this Restated Declaration, the Association may (but is not required to) dispose of or contract for disposal and such Owner shall pay the Association for the cost thereof. The Owners shall not cause or permit any Hazardous Materials to be disposed on, under or about the Condominium or Declarant's surrounding property without the express prior written consent of ~~Declarant~~the Association, which consent may be withheld for any reason and may be revoked at any time. An Owner shall not place or permit to be placed any Hazardous Materials in any trash dumpster or other garbage collection bin provided by ~~Declarant~~the Association for the disposal of ~~Nonnon~~-Hazardous Material. Nothing contained herein shall be deemed to impose an obligation on Declarant or the Association to see that each or any one (1) Owner properly disposes of Hazardous Material ~~Wastewaste~~ stored or generated on the Unit. ~~Declarant's or the~~ The approval of the Association of a firm or individual selected by the Owner to remove such Hazardous Material shall not be deemed to constitute acceptance by Declarant or the Association of the adequacy of the services of such individual or firm nor shall Declarant or the Association be responsible for such individual's or firm's performance of such services.

(d) In no event shall any person bring into the Condominium inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any other article of an intrinsically dangerous nature. In addition, no Owner shall make or permit any use of ~~the~~its Unit which may increase the premium costs of or invalidate any present or future policy of insurance carried on the Condominium or covering its operations. If, by reason of the failure of an Owner to comply with the provisions of this Article, any insurance premium for all or any part of the Condominium shall at any time be increased, Declarant

or the Association shall have the option to require such Owner to make immediate payment of the whole of the increased insurance premium.

- (e) No unsightliness shall be permitted at the Property.

Section 11.11. Signs.

(a) No signs whatsoever shall be erected or maintained on the Property, except signs required by legal proceedings and such other signs as may be permitted or approved by the Association. Any sign, lettering, picture, notice or advertisement permitted or approved by the Association shall be installed at such Owner's sole cost and in such manner, character and style as the Association may approve in writing.

(b) Without limiting the generality of Section 11.11(a) above, no "For Sale" or "For Rent" signs shall be displayed on the exterior or interior of a Unit.

Section 11.12. No Unethical Advertising. No Owner shall advertise the profession or activities of such Owner conducted in the Condominium in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such profession or activities.

Section 11.13. Compliance with Laws. Nothing shall be done or kept at the Property in violation of any law, ordinance, rule, regulation or other requirement of any governmental or quasi-governmental authority. Each Owner shall comply with all applicable ~~Federal, State~~federal, state and ~~Municipal~~municipal laws, ordinances and regulations and guiding rules, and shall not directly or indirectly make or permit any use of ~~each such~~each such Owner's ~~respective~~respective Unit which may be prohibited ~~by and thereof~~thereby or may be dangerous to person or Unit or may increase the cost of insurance or require additional insurance coverage.

Section 11.14. Compliance with Insurance. Except as may be approved in writing by the Association, nothing shall be done or kept at the Property ~~nor shall any Owner(s) undertake any action or fail to take any action with respect to maintenance, repair and restoration of an Owner's Unit or Limited Common Elements allocated to such Owner's Unit~~ that may result in the cancellation of any insurance maintained by the Association or may result in an increase in the rates of any such insurance. Activities incident to or necessary for the conduct of commercial operations shall not violate the terms of this Section 11.14, even if such activities result in an increase in rates of insurance. Any such increase in the rates of insurance ~~due to any action or failure to act by Owners~~ shall be charged to the Owners of the Units whose ~~uses~~use, action or failure to act create such increases, as Special Assessments. The Association shall require and confirm compliance by the Unit Owners with the insurance requirements set forth in the Ground Lease.

Section 11.15. Subdivision and Rezoning.

(a) Except as provided in Section 3.01(b), no Unit may be subdivided, unless the subdivision has been approved by (i) ~~seventy-five~~sixty-seven percent (~~75~~67%) of the

votes allocated to all Memberships, and (ii) the Owners of Units immediately contiguous to such Unit and/or Units having main entry doorways in the same hallway as such Unit.

(b) No application for rezoning any portion of the Property, and no applications for variances or use permits, shall be filed with any ~~government~~governmental or quasi-governmental authority, unless the proposed rezoning has been approved by ~~one hundred sixty-seven~~ percent (~~100~~67%) of the votes allocated to all Memberships and the uses that would be permitted under the rezoning comply with this Restated Declaration and the other Association Documents.

(c) The covenants, conditions and restrictions set forth in Sections 11.15(a) and (b) above shall not apply to Declarant's development of the Property or to Declarant's exercise of any Special Declarant Right.

Section 11.16. Vehicles and Parking.

(a) No motor vehicle classed by manufacturer rating as exceeding three quarter (3/4) ton, and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked at the Property.

(b) No motor vehicle shall be constructed, repaired, serviced or washed at the Property.

(c) PURSUANT TO THIS RESTATED DECLARATION, DECLARANT HAS THE RIGHT TO EXPAND THE CONDOMINIUM BY ADDING ADDITIONAL PROPERTY TO THIS RESTATED DECLARATION, CONSTRUCTING ADDITIONAL BUILDINGS, EXPANDING THE PARKING FACILITY AND CREATING ADDITIONAL CONDOMINIUM UNITS AND COMMON ELEMENTS. BY ACCEPTING TITLE TO A CONDOMINIUM UNIT, THE OWNER THEREOF ACKNOWLEDGES AND RECOGNIZES THAT THERE MAY BE CERTAIN INCONVENIENCES, NOISE AND DISRUPTION AS A RESULT OF SUCH CONSTRUCTION AND EXPANSION ACTIVITIES, INCLUDING, WITHOUT LIMITATION, TEMPORARY CLOSURE OF THE PARKING AREA AND DISRUPTION OF SURFACE PARKING, IF ANY, UNTIL CONSTRUCTION OF THE ENTIRE EXPANDED CONDOMINIUM IS COMPLETED, AND WAIVES ALL CLAIMS WITH RESPECT THERETO OR IN ANY WAY ARISING THEREFROM. FURTHER, THE ASSOCIATION HAS THE RIGHT TO ADOPT AND ENFORCE SUCH RULES ~~—AND,~~ REGULATIONS AND POLICIES AS IT DEEMS APPROPRIATE, FROM TIME TO TIME, FOR THE USE AND LOCATION OF THE PARKING AREAS.

Section 11.17. Deliveries, Trash Removal and Other Services.

(a) Each Owner acknowledges that the Condominium is located in a pedestrian commercial area and that all deliveries and all trash removal services, and other such services to that Owner or its Unit may be effected only at those locations

designated by the Association from time to time for such purposes. Unless otherwise directed by the Association, Owners of Units and their lessees and other Guests shall

place all trash and other waste in receptacles which are designated for that purpose by the ~~Company Association~~, in such locations and during such times as the ~~Company Association~~ may determine from time to time.

(b) Owners shall not and shall not permit their Guests to litter. No burning of trash, garbage or other waste materials will be permitted at the Property.

Section 11.18. Exterior Storage. No Owner shall store any materials or items on or in any Common Element, other than on those Common Elements designed for that purpose, ~~such as ski lockers~~, and then only in strict accordance with the terms and conditions of the Association Documents.

Section 11.19. Animals. ~~No~~Except as otherwise required by law, no animals of any kind shall be raised, bred or kept on the Property or within any Unit.

Section 11.20. Solid-Fuel Burning Devices. No solid-fuel burning devices shall be used, kept or stored on the Property.

Section 11.21. Units.

(a) The Units designated as the ambulatory care center shall only be used as an ambulatory care center. All other Units may be used only for medical-professional offices by Qualified Users.

(b) Owners of Units shall use, and shall require their Guests to use, only entrances to or exits from the Condominium which are designated on the Restated Map for exclusive use by such Owners.

(c) Notwithstanding anything to the contrary contained in this Restated Declaration, an Owner of a Unit may make Improvements or alterations to its Unit or the Limited Common Elements designed to serve only its Unit, including, without limitation, the erection of partitions as permitted under Section 3.01(c)(iii) above, without the consent of any Owner or the Association, on the conditions that:

- (i) the Owner of the Unit repairs any damage caused thereby at its cost and expense; and
- (ii) the Owner of the Unit obtains the approval for such Improvements or alterations from the Architectural Review Committee of the Association, which approval shall not be unreasonably withheld; and
- (iii) the Improvement or alteration complies with all applicable laws, ordinances and building codes and the requirements of the Ground Lease and the Association Documents.

(d) Notwithstanding anything to the contrary contained in this Restated Declaration, and in addition to the rights of an Owner of a Unit under Section 11.21(a) above:

- (i) the Owner of a Unit shall have the right to install, maintain, repair and replace utility lines, wires, circuits, cables and conduits serving such Unit along, across and through any and all General Common Elements and through the easements appurtenant to the Property for such purpose, with the approval of the Architectural Review Committee of the Association, which approval shall not be unreasonably withheld or delayed, on the conditions that (A) the Owner of the Unit repairs any damage caused thereby at its cost and expense, and (B) such installation, maintenance, repair or replacement complies with all applicable requirements of the Ground Lease, the Easement Agreement, the Master Declaration and the Association Documents; and (C) such installation, maintenance, repair or replacement does not interfere with the use of any area designated for parking; and
- (ii) the Owner of a Unit shall have no right to alter that portion of the Condominium's ~~building~~Building facade that serves as the boundary of that Unit or other General Common Elements located immediately adjacent to that Unit (including, without limitation, the creation, removal and relocation of entrances, exits, windows, signage and other architectural features), without the approval of the Architectural Review Committee of the Association. If such approval is given, then such Owner may proceed with the alterations on the condition that (A) the Owner of the Unit repairs any damage caused thereby at its cost and expense, and (B) such alteration complies with all applicable laws, building codes and ordinances.

(e) Notwithstanding anything to the contrary in this Article XI, the Owner of a Unit may:

- (i) perform such activities within its Unit as are common to or necessary for the conduct of a medical practice and ancillary activities in furtherance thereof, and any lights, sounds and odors which result from such activities shall not violate the terms of this Article XI;

- (ii) erect and attach signs and other similar items on the exterior of the Condominium or projections from the exterior of the Condominium, on the condition that such signs and other similar items and their locations are approved by the Architectural Review Committee and otherwise comply with the Ground Lease and the Association Documents;
- (iii) apply for and obtain special use permits and licenses which are necessary or appropriate for the conduct of commercial activities in its Unit in accordance with this Restated Declaration and the other Association Documents, without obtaining the approval otherwise required under Section 11.08(b) above, on the condition that such permits and licenses are consistent with the existing zoning and actual uses of the Unit at the time the permit or license is applied for.

Section 11.22. Solicitation. No Owner shall exhibit, sell or offer to sell, use, rent or exchange any item or service in or from the Owner's Unit or the Condominium unless ordinarily embraced within Owner's use of the Owner's Unit or the Condominium specified herein.

Section 11.23. Report Peddlers. Peddlers, solicitors and beggars shall be reported to the ~~office of the Condominium Association~~ or ~~as Declarant otherwise requests its property management firm.~~

Section 11.24. Locks. Door keys for doors in the Condominium shall be furnished by Declarant or the Association, as applicable. No Owner shall affix additional locks on doors within Common Elements and shall purchase duplicate keys only from Declarant or the Association, as applicable. No locks shall be changed without the prior written consent of Declarant or the Association, as applicable.

Section 11.25. Keep Unit Secure. Owner assumes full responsibility for protecting its Unit from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Unit closed and secured.

Section 11.26. Identification. The Association may require that all persons who enter or leave the Condominium between 7:00 p.m. and 7:00 a.m. on business days, or at any time on Saturdays, Sundays or holidays, identify themselves to watchmen by registration or otherwise.

Section 11.27. Overloading Floors. No Owner shall overload floors and each Owner must have Declarant's or the Association's, as the case may be, prior written consent as to the size, maximum weight, routing and location of business machines, safes and heavy objects. No Owner shall install or operate any refrigerating, heating or air-conditioning apparatus or any other machinery or any mechanical devices without the prior written consent of the Association.

Section 11.28. Control of Workmen. No person or contractor not employed by or having the written approval of the Association or the Declarant shall be used to perform janitor work, window washing, cleaning, decorating, repair or other work in the Condominium.

Section 11.29. Vending Machine. No vending or dispensing machines of any kind shall be placed in or about the Condominium without the prior written consent of the Association.

Section 11.30. Owner Shall Not Interfere With Reserved Rights. Owner shall not attempt to exercise any of the rights specifically reserved by Declarant or interfere in any way with the exercise of these rights by Declarant.

Section 11.31. Non-Smoking Building. The Unit, the Condominium and all ~~common areas~~Common Elements of the Condominium are designated as "non-smoking" areas. Owners and ~~his employees, agents, licensees and invitees~~their Guests shall faithfully observe this smoking restriction.

Section 11.32. Declarant's Exemption. Nothing contained in this Restated Declaration or in any other Association Document shall be construed to prevent:

- (a) Declarant's exercise and enjoyment of any Special Declarant Right or any other rights of Declarant under this Restated Declaration or any other Association Document; or
- (b) the conduct by Declarant or its employees or agents of any activity, including, without limitation, the erection or maintenance of temporary structures, improvements or signs, necessary or convenient to the development, construction, marketing or sale of Property within or adjacent to the Condominium in accordance with the Ground Lease.

ARTICLE XII

EASEMENTS AND RESERVATIONS

Section 12.01. Declarant's Easements Over Common Elements.

- (a) Declarant hereby reserves for itself, its successors and assigns a general easement over, across, through and under the Common Elements to:
 - (i) discharge Declarant's obligations under this Restated Declaration;
 - (ii) exercise any of Declarant's rights under this Restated Declaration; and
 - (iii) make improvements at the Property or any other real estate owned or leased by Declarant.

- (b) Declarant hereby reserves for itself, its successors and assigns, the right to:
 - (i) establish from time to time utility and other easements, permits or licenses over, across, through and under the Common Elements; and
 - (ii) create other reservations, exceptions and exclusions for the best interest of the Association.

Section 12.02. Utility Easement.

(a) Subject to the terms and conditions of this Restated Declaration and all other Association Documents, Declarant hereby creates a general easement over, across, through and under the Property for ingress to, egress from, and installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, telecommunication, electricity and cable communication that service the Property or any portion thereof as well as any such lines and systems which service any other property owned by the Ground Lessor or owned or leased by the Declarant. The Association may, but is not obligated to, authorize the release of portions of the general easement created pursuant to this Section 12.02 upon the request of any Owner showing good cause therefor.

(b) Pursuant to this easement, a utility or service company may install and maintain facilities and equipment on the Property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Improvements to provide service to the Units or the Common Elements. Notwithstanding anything to the contrary contained in this Section 12.02, no ~~sewers~~ sewer lines, electrical lines, water lines or other utilities or service lines may be installed or relocated on any portion of the Property, except in accordance with terms and conditions of Sections 11.06 and 11.07 above. Any utility or service company using this general easement shall use its best efforts to install, repair, replace and maintain its lines and systems without disturbing the uses of Owners, the Association, Declarant and other utility and service companies.

(c) If any utility or service company furnishing utilities or services to the Property or any portion thereof or property of the Ground Lessor or property owned or leased by the Declarant as permitted under Section 12.02(a) above requests a specific easement by separate recordable document, the Association shall have the right and authority, but not the obligation, to grant such easement over, across, through and under any portion of the Property.

Section 12.03. Association's Easement.

(a) The Association shall have a general easement over, across, through and under each Unit and each Common Element to:

- (i) exercise any right held by the Association under this Restated Declaration or any other Association Document; and
- (ii) perform any obligation imposed upon the Association by this Restated Declaration or any other Association Document.

(b) Notwithstanding the foregoing, the Association shall not enter any Unit without reasonable prior notice to the Owner thereof, except in cases of emergency.

Section 12.04. Easements for Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, an easement shall exist for that encroachment, but such easement shall not relieve an Owner of liability in the case of willful misconduct.

Section 12.05. Emergency Access Easement. Declarant hereby grants a general easement to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

Section 12.06. ~~Metro~~Metropolitan or Special District Easement. Declarant hereby grants a general easement to any metropolitan district or other special district providing services or facilities to the Property to enter upon the Property in the proper performance of ~~their~~its duties.

Section 12.07. Recorded Easements and Licenses. The Property shall be subject to all easements and licenses as shown on any recorded plat affecting the Property and to any other easements or licenses of record or of use as of the date of recordation of this Restated Declaration. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium is forth on Exhibit E attached hereto. In addition, the Property is subject to all easements created or which are permitted by this Restated Declaration.

Section 12.08. Assignment of Easement Agreement. Declarant hereby assigns to the Association the non-exclusive right to use the Easement Parcel subject to the terms of the Easement Agreement. The Association hereby assumes the maintenance obligations of Declarant under the Easement Agreement for the maintenance of the Easement Parcel.

ARTICLE XIII

INSURANCE

Section 13.01. Insurance Required to Be Obtained by the Association. The Association shall obtain and maintain all insurance required to be obtained and maintained by the Association under the Act and any additional insurance that the Executive Board deems necessary or which is needed to comply with the requirements of the Ground Lease.

Section 13.02. Casualty Insurance for Improvements.

(a) The Association shall obtain and maintain casualty insurance for all Improvements located on or forming a part of the Common Elements, including, without limitation, the structural and mechanical components serving the Units, in accordance with the requirements set forth in Section 13.01 above.

(b) Owners shall be responsible for obtaining and maintaining any casualty insurance that they desire for Improvements located in or forming a part of their respective Units, and for any fixtures, furnishings and equipment, other than fixtures and equipment that are part of the Common Elements, located within their Units and such additional insurance as may be required to be maintained by the Unit Owner to comply with the terms of the Ground Lease.

Section 13.03. Adjustments. Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds for any such loss shall be paid in accordance with the terms and conditions of the Act.

Section 13.04. Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Restated Declaration, to the extent that the validity of or the protection afforded by any policy of insurance required hereunder is not impaired thereby, Declarant and each Owner each expressly waive any cause of action or right of recovery which Declarant or such Owner may have against Declarant or any other Owner or Owners for any loss or damage to property arising out of any risk covered by such insurance policy required hereunder, whether or not such policy shall have been ~~taken out~~obtained by the parties sustaining such loss or damage.

ARTICLE XIV

CASUALTY

Section 14.01. Casualty to Common Elements. In the event of damage to or destruction of all or part of the Common Elements, or other property covered by insurance written in the name of the Association under Article XIII, the Association, through its designated agent, shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article XIII is sometimes referred to as the "Association-Insured Property").

Section 14.02. Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Association shall, through its designated agent, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed ~~improvements~~Improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the ~~Insurance Trustee~~insurance trustee, if any, determines to be necessary.

Section 14.03. Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association, through its designated agent, shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 14.04. Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 7.05, if permitted under the Act, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

Section 14.05. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in proportion to the relative value of each Unit which shall be based on the square footage of the Unit and in accordance with the ~~Units'~~ Percentage-Share of Common Expenses of the Unit, first to the Mortgagees and then to the Owners, as their interests appear.

Section 14.06. Casualty to a Unit. To the extent that the Association is not obligated to make any such repairs or replacements, each Owner shall repair or replace any damage to or destruction ~~to~~of the interior of its Unit, as soon as is reasonably practical after such damage or destruction occurs.

ARTICLE XV

CONDEMNATION

Section 15.01. Condemnation of All Units. If the entire Condominium is taken by condemnation or similar proceeding, the Condominium shall terminate as of the date of the

taking, and any condemnation award payable in connection therewith shall be paid to the Association and then disbursed by the Association in accordance with the terms and conditions of the Act.

Section 15.02. Condemnation of Fewer Than All Units. If one (1) or more Units, but less than the entire Condominium, are taken by condemnation or similar proceeding:

(a) any condemnation award payable in connection therewith shall be paid;

(b) the Interest in General Common Elements appurtenant to ~~these~~the Units shall be reallocated; and

(c) the Shares of Common Expenses allocated to ~~these~~the Units shall be reallocated, in accordance with the terms and conditions of the Act.

Section 15.03. Condemnation of Common Elements.

(a) If any Common Element is taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Association and used by the Association:

(i) FIRST, to repair any damage to Common Elements resulting from the condemnation or similar taking; and

(ii) SECOND, for any other Common Expenses.

(b) The Association shall not be required to pay all or any portion of the condemnation award received for the condemnation or similar taking of a Limited Common Element to the Owners of the Units served by such Limited Common Element, unless the Association deems it necessary or appropriate to do so.

ARTICLE XVI

SPECIAL DECLARANT RIGHTS

Section 16.01. Improvements. Declarant hereby reserves for itself, its successors and assigns the right, but is not obligated, to construct any buildings, structures or improvements not shown on the Restated Map that Declarant desires to construct on the Property, the Additional Real Estate or any other real property owned by Declarant, regardless of whether the same ever become part of the Condominium subject to the restrictions, if any, and provisions set forth in the Ground Lease.

Section 16.02. Development Rights.

(a) Declarant hereby reserves for itself, its successors and assigns:

- (i) the right to amend this Restated Declaration to add all or any portion of the Additional Real Estate or any other real property owned or leased by the Declarant to the Condominium as permitted pursuant to ~~section~~Section 38-33.3-222 of the Act;
- (ii) the right to subdivide the Units as described in Section 3.01(b) above;
- (iii) the right to subdivide any Unit owned by Declarant;
- (iv) the right to combine any Units owned by Declarant;
- (v) the right to create Units, General Common Elements or Limited Common Elements within the Leasehold Common Interest Community;
- (vi) the right to convert any Unit owned by Declarant into Common Elements;
- ~~(vii)~~ the right to withdraw any portion of the Additional Real Estate or other real property owned by the Declarant and located within the Condominium at any time prior to the conveyance of a Unit located in such portion to a third party ~~purchaser~~Purchaser; and
- ~~(viii)~~ those other rights reserved to Declarant under this Restated Declaration.

(b) In exercising any development right reserved hereunder, Declarant shall execute and record an amendment to this Restated Declaration and the Restated Map in accordance with the requirements of the Act.

Section 16.03. Sales Offices and Models. Declarant hereby reserves for itself, its successors and assigns the right to maintain and remove offices, management offices and models within any Unit owned or leased by Declarant. Declarant also reserves for itself, its successors and assigns the right to construct and maintain signs advertising the Condominium on any and all Common Elements.

Section 16.04. Exercising Special Declarant Rights. Declarant may exercise its Special Declarant Rights under Section 16.01 at any time prior to ~~the date which is 44 years after the date on which this Declaration is recorded in the Larimer County Records~~April 30, 2062, and Declarant may exercise all other Special Declarant Rights at any time prior to ~~the later to occur of the date on which the Declarant Control Period expires or the date that is 10 years after the date on which this Declaration is recorded in the Larimer County Records~~November 1, 2029. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Property or the Additional Real

Estate, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Property or the Additional Real Estate. Notwithstanding anything to the contrary contained in this Restated Declaration, Declarant may exercise any Special Declarant Right described in this Article XVI and any other right reserved to Declarant in this Restated Declaration, without the consent of the Association or any of the Owners.

Section 16.05. Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rule~~or~~, Regulation or Policy that interferes with or diminishes any Special Declarant Right, without Declarant's prior written consent. Any action taken in violation of this Section 16.05 shall be null and void and have no force or effect.

Section 16.06. Rights Transferable. Declarant may transfer only the Special Declarant Rights reserved to it under Section 16.01 of this Restated Declaration in accordance with the terms and conditions of the Act and subject to the provisions set forth in the Ground Lease; provided, that Declarant shall not transfer its Special Declarant Rights to a for~~-~~profit hospital system. Declarant may not transfer the other Special Declarant Rights reserved to it under this Article XVI to any other Person.

ARTICLE XVII

MORTGAGEE PROTECTIONS

Section 17.01. Benefit of Mortgagees. This Article establishes certain standards and covenants which are for the benefit of Mortgagees. This Article is supplemental to, and not in substitution of, any other provisions of this Restated Declaration, but in the case of any conflict, this Article shall control.

Section 17.02. Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each First Mortgagee making such request:

(a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or ~~Fidelity~~fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of First Mortgagees as set forth in this Article; and

(e) any judgment rendered against the Association.

Section 17.03. Consent Required. Notwithstanding anything to the contrary contained in this Restated Declaration, the Association may not take any of the following actions without the consent of sixty-seven percent (67%) of the First Mortgagees (based on one 11 vote for each Unit encumbered by a First Mortgage):

(a) by act or omission seek to abandon or terminate the Condominium, except after condemnation or substantial casualty;

(b) except as provided herein for condemnation, casualty and the exercise of Special Declarant Rights, change the ~~Interests~~Interest in General Common Elements, ~~Shares~~Share of Common Expenses or ~~votes~~vote in the Association of any Unit;

(c) subdivide, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights;

(d) abandon, subdivide, partition, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other purposes provided for in this Restated Declaration shall not be deemed transfers);

(e) use hazard insurance proceeds for losses to any portion of the Common Elements for other than repair, replacement, or reconstruction of such Common Elements, except as provided by the Act; or

(f) merge the Condominium with any other common interest community, except as permitted with respect to Special Declarant Rights.

Section 17.04. Notice of Objection. ~~Unless~~In addition to any method of obtaining the consent of a First Mortgagee pursuant to the Act, unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 17.05. First Mortgagees' Rights.

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or Improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Elements. First Mortgagees making such payment shall be owed immediate reimbursement from the Association.

(b) A First Mortgagee shall be entitled to cure any delinquency of the Owner of a Unit encumbered by its First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 17.06. Limitations on First Mortgagees' Rights. No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Owners or the Executive Board;

(b) prevent the Association or the Executive Board from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article XIII above.

Section 17.07. Declarant Rights. No provision or requirement of this Article XVII shall apply to any Special Declarant Rights or other rights reserved to Declarant in this Restated Declaration.

ARTICLE XVIII

ENFORCEMENT AND REMEDIES

Section 18.01. Enforcement.

(a) Each provision of this Restated Declaration with respect to the Association or the Common Elements shall be enforceable by Declarant or by any Owner by a proceeding for injunctive relief.

(b) Each provision of this Restated Declaration with respect to an Owner or a Unit shall be enforceable by Declarant or by the Association by any and all remedies available at law or in equity, including, but not limited to, all or any combination of the following remedies:

- (i) a proceeding for injunctive relief,
- (ii) a suit or action to recover damages; or
- (iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and its Guests from the use of any Common Elements and from participation in any Association affairs.

(c) In addition to the rights and remedies described in Section 18.01(b) above, if an Owner fails to perform or observe any covenant or condition to be performed or observed by such Owner under this Restated Declaration or any other Association Document, the Association shall have the following rights and remedies:

- (i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith, plus an additional amount equal to fifteen

percent (15%) of such costs for administrative expenses, within thirty (30) days after the Owner receives a written invoice therefor from the Association.

- (ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Default Assessment, in an amount ~~not to exceed One Hundred~~ be established by the Executive Board by the adoption of Rules, Regulations and Policies and ~~No One Hundreds Dollars (\$100) for each violation.~~ The Owner shall pay any such fine to the Association within ~~thirty (30) days~~ the time period established by the Executive Board in the Rules, Regulations and Policies after the Owner receives written invoice therefor from the Association.
- (iii) With respect to an Owner's failure to pay an installment of any Assessment and subject to any Policies adopted by the Association, the Association may accelerate the due date for the payment of the full amount of the Assessment.
- (iv) The Association shall have all other rights and remedies available to it under this Restated Declaration, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and the exercise of one (1) right or remedy shall not preclude the exercise of any other right or remedy.

Section 18.02. Attorneys' Fees. In the event of any dispute under or with respect to this Restated Declaration or any other Association Document, the prevailing party shall be entitled to recover from the ~~nonprevailing~~ non-prevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

Section 18.03. Interest. If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of eighteen percent (18%) per annum, or such other rate as the Executive Board may establish from time to time, from the due date of such unpaid amount until the date paid.

Section 18.04. Right to Notice and Hearing. Whenever an Association Document requires that an action be taken after "notice and hearing," and subject to any Rules, Regulations and Policies adopted by the Association, the following procedure shall be observed. The party proposing to take the action (e.g., the Executive Board or a committee or Officer of the Association) shall give at least three (3) business days' prior written notice of the proposed action to all Owners whose interests would be significantly affected by the proposed action, as reasonably determined by the proposing party. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the party proposing

to take the action, and all affected Owners may give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. Any affected Owner shall be notified of the decision in the same manner in which notice of the hearing was given. Any Owner having a right to notice and hearing shall have the right to appeal to the Executive Board from a decision of a proposing party other than the Executive Board. Such right of appeal may be exercised within ten (10) days after an Owner receives notice of the decision, by filing a written notice of appeal with the Executive Board. The Executive Board shall conduct a hearing within forty-five (45) days thereafter, giving the same notice and observing the same procedures as were required for the original hearing.

Section 18.05. Nonwaiver. Failure by Declarant, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, Assessment, charge, lien or other provision of this Restated Declaration or any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE XIX

TERM AND AMENDMENTS

Section 19.01. Term. Notwithstanding the expiration of the Ground Lease, the covenants, conditions, restrictions, reservations, easements, Assessments, charges and liens set forth in this Restated Declaration shall run with and bind the Property until ~~the~~ this Restated Declaration is terminated pursuant to Section 19.02 below. Upon the expiration of the Ground Lease, this Restated Declaration shall remain in full force and effect and the Ground Lessor shall execute such instruments as may be appropriate or required by applicable law to ratify and reaffirm this Restated Declaration.

Section 19.02. Termination. Subject to the rights of Mortgagees under Article XVII above, the Owners may terminate the Condominium and this Restated Declaration, by the vote of sixty-seven percent (67%) of the votes allocated to all Memberships. If the necessary votes are obtained, the agreement of the Owners to terminate the Condominium and this Restated Declaration shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners in accordance with the Act. Upon recordation of the termination agreement in the Larimer County Records, the Condominium shall be terminated, this Restated Declaration shall have no further force or effect, and the Association shall be dissolved. ~~Notwithstanding the foregoing, the Owners may not terminate the Condominium during the Declarant Control Period without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.~~

Section 19.03. Amendments.

~~(a)~~ Except for provisions of this Restated Declaration regarding the rights and obligations of Declarant, which may not be amended without Declarant's prior written consent, Owners may amend any provision of this Restated Declaration at any time by a vote of at least sixty-seven

percent (67%) of the votes allocated to all Memberships; provided, however, no amendment shall be effective unless and until the Ground Lessor has consented in writing to such amendment pursuant to the provisions of the Ground Lease which consent shall not be unreasonably withheld or delayed. Additionally, in order for any such amendment to be effective ~~the Ground Lessor must have executed such amendment. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Declaration to be recorded in the Larimer County Records in accordance with the terms and conditions of the Act. Notwithstanding the foregoing, the Owners may not amend this Declaration during the Declarant Control Period without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.~~ the Ground Lessor must have executed such amendment. If the

~~(b) — Notwithstanding the terms and conditions of Section 19.03(a) above, Declarant may amend this Declaration as expressly provided herein, without the approval of the Owners; provided, however, no amendment shall be effective unless and until the Ground Lessor has consented in writing to such amendment pursuant to the provisions of the Ground Lease which consent shall not be unreasonably withheld or delayed. Additionally, in order for any such amendment to be effective the Ground Lessor must have executed such amendment.~~

necessary votes and consents are obtained, the Association shall cause an amendment to this Restated Declaration to be recorded in the Larimer County Records in accordance with the terms and conditions of the Act.

Section 19.04. Ground Lease Term; Rights of Owners upon Expiration.

(a)- The term of the Ground Lease expires on April 30, ~~2044~~2062. At any time prior to April 30, ~~2044~~2062, the Association or all, but not less than all of the Owners (collectively or by or through the Association), shall have the right and option to purchase and acquire from the Ground Lessor fee title to the Property by making a payment, in cash or certified funds, in an amount equal to the then current fair market value of the Property (the "Option Amount"). The right to purchase the Property must be exercised collectively by all the Owners. The Option Amount shall be determined by multiplying the area of the Property which is to be purchased by the price per square foot for such Property as determined by an appraisal. Such appraisal for the Property shall be prepared by an independent, licensed and certified appraiser who has been regularly doing business in Fort Collins, Colorado and mutually agreed upon by the Association and the Ground Lessor. The selected appraiser shall, in assessing the then current fair market value of the Property, consider the Property as vacant, unimproved and unencumbered by this Restated Declaration and the Ground Lease. Upon payment of the Option Amount to the Ground Lessor, the provisions of the Ground Lease, and any subleases which have been entered into thereunder, shall terminate and undivided interests in the fee title to the Property shall vest in each of the Owners or the Association as the case may be in accordance with applicable condominium law. Any deed or instrument conveying the Property to the Owners or the Association, as the case may be, shall provide that the Property shall be used for medical and health care purposes and such covenant shall be a covenant running with the land.

(b) In the event that neither the Association nor all, but not less than all the Owners elect to purchase the Property as provided in Section 19.04(a), then after the expiration of the Ground Lease ~~on April 30, 2044, as amended~~, Ground Lessor shall have the right, for a period of one hundred twenty (120) days after said date, to purchase all the Improvements and Units from all the Owners (excluding any Units or Improvements owned by the Declarant) for an amount equal to the then current fair market value of such Improvements and Units. The fair market value of the Improvements and Units (exclusive of the Property) shall be determined by an independent, licensed and certified appraiser who has been regularly doing business in Fort Collins, Colorado and agreed upon by the Owners and the Ground Lessor. In assessing the fair market value of the Improvements and Units, the selected appraiser shall, first, determine the fair market value of the Improvements and Units as not severed from the fee estate in the Property (the "Fee Value") and, second, subtract the value of the Property, as vacant and unimproved, from the Fee Value to determine the fair market value of the Improvements and Units. The payment required to be made by the Ground Lessor hereunder shall be payable in cash or certified funds to the Association on behalf of the Owners. Upon the

receipt of such funds, the Association shall disburse the funds to the Owners in accordance with the Owners' proportionate share based on the area that each Owner's Unit bears to the area of all the Units.

(c) In the event that neither the Association nor the Owners elect to acquire fee title to the Property as provided in Section 19.04(a) and the Ground Lessor elects not to purchase all the Units and the Improvements as provided in Section 19.04(b), the Owners, acting by or through the Association and the Ground Lessor shall enter into a new ground lease, (the "Successor Ground Lease"), which shall have a term of fifty-five (55) years ~~terminating on April 30, 2099~~following the expiration of the Ground Lease as set forth in Section 19.04(a) above. The initial annual rental due under the Successor Ground Lease shall be determined by an independent, licensed and certified appraiser who has been regularly doing business in ~~the~~ Fort Collins, Colorado and mutually agreed upon by the Association and the Ground Lessor. The selected appraiser shall determine the fair market value of the Property as of the last day of the term of the Ground Lease. Such appraiser shall, in assessing the fair market value of the Property, consider the Property as vacant, unimproved and unencumbered by this Restated Declaration and the Ground Lease. The fair market rent shall approximate a fair market rate of return on the then current fair market value of the Property in the state described herein. The rental rate as determined herein shall be adjusted at the end of each five (5) year period following the commencement date of the Successor Ground Lease to reflect the then current fair market rent. The rent due under the Successor Ground Lease shall be paid by the Owners as an additional General Assessment. All funds received by the Association for such rent shall be paid over to the Ground Lessor as such rent becomes due under the Successor Ground Lease.

(d) Unless the Association establishes a reserve account as described herein above and exercises the option to purchase the Property, each Owner's share of the Option Amount shall be calculated in accordance with the following formula:

$$\text{Owner's Share of Option Amount} = \frac{\text{Area of Owner's Unit}}{\text{Total Condominium Area of all Units}} \times \text{Option Amount}$$

Each Owner's share of the Option Amount may be paid through Assessments in a lump sum as may be determined by the Association.

(e) The Association may, at its sole option, establish a reserve fund to be used for the payment of the Option Amount. Such reserve fund, if established, ~~will~~shall be funded through the collection of the General Assessment in amounts deemed necessary by the Executive Board and approved by the Owners in accordance with Sections 7.03 and 7.04. All funds received by the Association for the Option Amount shall be paid over to the Ground Lessor by the Association upon the acquisition of ~~the~~ fee title to the Property. The Association may also collect, through Assessments, funds to finance or otherwise pay the above Option Amount.

(f) The Owners and/or the Association shall provide written notice as to which option the Owners and/or the Association elect to exercise at least six (6) months prior to expiration of the Ground Lease. In the event that ~~any~~the Owners or the Association ~~fail~~fails to timely provide such notice, the Owners and the Association shall be deemed to have elected not to exercise the option described in Section 19.04(a).

(g) In the event that the provisions of Section 19.04(c) apply, the Owners shall be required to surrender their interest in their Units to the Ground Lessor on May 1, 2099, free and clear of all liens and encumbrances. To evidence the reversion of title to the Unit to the Ground Lessor, the Owners shall execute and deliver to the Ground Lessor, a deed conveying such Unit.

Section 19.05. Mergers. Notwithstanding anything to the contrary contained herein, the Owners, upon the vote of more than sixty-seven percent (67%) of the votes allocated to all Memberships approving the same, shall have the right to merge or consolidate the Condominium with any other condominium. Declarant shall execute any amendment to this Restated Declaration and any other documents or instruments as may be needed in order to effect any such merger so approved.

ARTICLE XX

MISCELLANEOUS

Section 20.01. Interpretation of the Declaration. Except for judicial construction, the Association, by its Executive Board, shall have the exclusive right to construe and interpret the provisions of this Restated Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and Property ~~benefitted~~benefited or bound by the covenants and the provisions hereof.

Section 20.02. Severability. Any determination by any court of competent jurisdiction that any provision of this Restated Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provision hereof.

Section 20.03. Disclaimer of Representations. Notwithstanding anything to the contrary contained in this Restated Declaration, Declarant makes no warranties or representations whatsoever that ~~the plan presently envisioned for the complete development of the Condominium can or will be carried out or that~~ any land now owned or hereafter acquired by Declarant is or will be subject to this Restated Declaration, or that any such land, whether or not it has been subjected to this Restated Declaration, is or will be committed to or developed for a particular use, or that such use will continue in effect. By accepting title to a Condominium Unit, the Owner thereof, acknowledges and agrees that Declarant has not made and Owner is not relying upon any representations with respect to the Unit, the size or living useable area of a Unit, the value of the Unit, the existence or preservation of any view or vista with respect to the Unit or any other matter relating to the Unit or its suitability for Owner's intended purposes. In that

regard, Owner acknowledges and agrees that Owner is not relying upon any square footage figures reflected in marketing or other materials distributed to Owner or Owner's agents, or otherwise represented to Owner, as such square footage figures may not reflect the actual ~~living useable~~ area of the Unit (which may be smaller), and may not ~~comport with~~ be the same as the square footage of the Unit for purposes of allocating voting rights and expenses within the Condominium applicable to the Unit.

Section 20.04. Reference to Declaration and Deeds. Deeds to and instruments affecting any Unit or any other part of the Condominium may contain the provisions set forth herein by reference to this Restated Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, Assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other Person claiming through any deed or other instrument and his heirs, executors, administrators, successors and assigns.

Section 20.05. Successors and Assigns of Declarant. Any reference in this Restated Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder on the condition that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers. Any assignment of Declarant's rights and obligations hereunder is subject in all respects to the Ground Lease.

Section 20.06. Captions and Titles. All captions and titles of headings of Articles and Sections in this Restated Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 20.07. Exhibits. All exhibits attached to this Restated Declaration are a part of, and are incorporated into, this Restated Declaration.

Section 20.08. Governing Law. This Restated Declaration shall be governed by and construed in accordance with Colorado law.

Section 20.09. Notices. All Owners of each Unit shall have one (1) and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Association within ten (10) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Association shall be sent to the following address or such other address as the Association may designate from time to time by notice to the Owner(s):

Harmony Valley Condominium Association, ~~Inc.~~
24242315 E. Harmony Road

Fort Collins, CO 80528
Attention: President

~~Section 20.10. Waivers. No waivers by the Association of any right of the Association shall constitute a waiver by the Company of any right of the Company.~~

~~[END OF DOCUMENT TEXT]~~

IN WITNESS WHEREOF, Declarant and the ~~District~~Ground Lessor have caused ~~its~~
~~name~~their names to be signed by the signature of a duly authorized official as of the day and year
first written above.

~~[deleted signature blocks and notary provisions from original Declaration before conversion]~~

Formatted: Not Highlight

DECLARANT:

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

By _____
Name: _____
Title: _____

POUDRE VALLEY HEALTH CARE, INC.,
a Colorado nonprofit corporation

By _____
Name: _____
Title: _____

UNITS OWNED BY DECLARANT:
Units 1, 2, 3, 4, 5, 6, 7, 8, 11, 12,
13, 14, 16, 19, 20, 22 and 25,
Harmony Valley Condominiums

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The undersigned, a notary public in and for the above-said County and State, does hereby acknowledge that on the day and year set forth below, personally appeared _____, in his/her capacity as _____ of POUDRE VALLEY HEALTH CARE, INC., a Colorado nonprofit corporation d/b/a Poudre Valley Healthcare System, being duly sworn by and personally known to the undersigned to be the person who executed the foregoing instrument in the capacity set forth above, acknowledged to the undersigned that he/she voluntarily executed the same for the purposes therein stated as the free act and deed of said entity.

WITNESS my hand and official seal, this _____ day of _____, 2019.

My Commission Expires: _____

[SEAL]

Notary Public for the State of Colorado

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The undersigned, a notary public in and for the above-said County and State, does hereby acknowledge that on the day and year set forth below, personally appeared _____, in his/her capacity as _____ of POUDRE VALLEY HEALTH CARE, INC., a Colorado nonprofit corporation, being duly sworn by and personally known to the undersigned to be the person who executed the foregoing instrument in the capacity set forth above, acknowledged to the undersigned that he/she voluntarily executed the same for the purposes therein stated as the free act and deed of said entity.

WITNESS my hand and official seal, this _____ day of _____, 2019.

My Commission Expires: _____

[SEAL]

Notary Public for the State of Colorado

GROUND LESSOR:

HEALTH SERVICES DISTRICT OF
NORTHERN LARIMER COUNTY, d/b/a
Health District of Northern Larimer County,
f/k/a Poudre Health Services District, f/k/a
The Poudre Valley Hospital District, a
Colorado health service district, incorporated
under C.R.S. § 32-1-101 et seq.

By _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The undersigned, a notary public in and for the above-said County and State, does hereby acknowledge that on the day and year set forth below, personally appeared _____, in his/her capacity as _____ of HEALTH SERVICES DISTRICT OF NORTHERN LARIMER COUNTY, d/b/a Health District of Northern Larimer County, f/k/a Poudre Health Services District, f/k/a The Poudre Valley Hospital District, a Colorado health service district, incorporated under C.R.S. § 32-1-101 et seq., being duly sworn by and personally known to the undersigned to be the person who executed the foregoing instrument in the capacity set forth above, acknowledged to the undersigned that he/she voluntarily executed the same for the purposes therein stated as the free act and deed of said entity.

WITNESS my hand and official seal, this _____ day of _____, 2019.

My Commission Expires: _____

[SEAL]

Notary Public for the State of Colorado

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 9, Harmony Valley Condominiums

ADVANCED PROPERTIES OF COLORADO,

LLC, a Colorado limited liability company

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____,

as _____ of ADVANCED PROPERTIES OF COLORADO, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 10, Harmony Valley Condominiums

EYE AND LASER CENTER INVESTMENTS,
LLC, a Colorado limited liability company

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____,
as _____ of EYE AND LASER CENTER INVESTMENTS,
LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 15, Harmony Valley Condominiums

NCSA BUILDING PARTNERSHIP, LLP,
a Colorado limited liability partnership

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____,
as _____ of NCSA BUILDING PARTNERSHIP, LLP, a
Colorado limited liability partnership.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 17, Harmony Valley Condominiums

HORSETOOTH NEUROLOGY LLC,
a Colorado limited liability company

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____,
as _____ of HORSETOOTH NEUROLOGY LLC, a
Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 18, Harmony Valley Condominiums

BONZRUS PROPERTIES, LLC,
a Colorado limited liability company

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____,
as _____ of BONZRUS PROPERTIES, LLC, a Colorado
limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 21, Harmony Valley Condominiums

DOLB INVESTMENTS, LLC,

a Colorado limited liability company

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____,
as _____ of DOLB INVESTMENTS, LLC, a Colorado
limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNITS OWNED BY UNDERSIGNED:

Units 23A and 23B, Harmony Valley Condominiums

TWIN OWLS, LLLP,

a Colorado limited liability limited partnership

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____,
as _____ of TWIN OWLS, LLLP, a Colorado limited liability
limited partnership.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 24, Harmony Valley Condominiums

HARMONY ARTHRITIS INVESTMENTS, LLC,
a Colorado limited liability company

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____,
as _____ of HARMONY ARTHRITIS INVESTMENTS,
LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SIGNATURE PAGE ATTACHED TO AND MADE A PART OF AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARMONY VALLEY CONDOMINIUMS

The undersigned, being the record Owner(s) of the following Unit(s) located within the
Common Interest Community known as Harmony Valley Condominiums, hereby execute(s) this
page as part of the Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Harmony Valley Condominiums for the purpose of evidencing its vote to approve, consent to,
agree and ratify the adoption of the foregoing Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Harmony Valley Condominiums:

UNIT OWNED BY UNDERSIGNED:

Unit 26, Harmony Valley Condominiums

ASSOCIATES INVESTMENTS, LLC,
a Colorado limited liability company

By:

Name:

Title:

* PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____,
as _____ of ASSOCIATES INVESTMENTS, LLC, a
Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

SECRETARY'S CERTIFICATE
OF
CONSENT BY FIRST MORTGAGEES

The undersigned Secretary of HARMONY VALLEY CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation, hereby certifies that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Harmony Valley Condominiums has been consented to by sixty-seven percent (67%) or more of the First Mortgagees based on one (1) vote for each Unit encumbered by a First Mortgage.

HARMONY VALLEY CONDOMINIUM
ASSOCIATION, a Colorado nonprofit corporation

By:

Name:

Title: Secretary

STATE OF COLORADO)
_____) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as Secretary of HARMONY VALLEY CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A
to
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Legal Description of Property
[See Attached]

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EXHIBIT A—

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.

EXHIBIT B
to
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Legal Description of Additional Real Estate
[Balance of 92 Acre Harmony Campus Parcel]
[See Attached]

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~~EXHIBIT B-1~~

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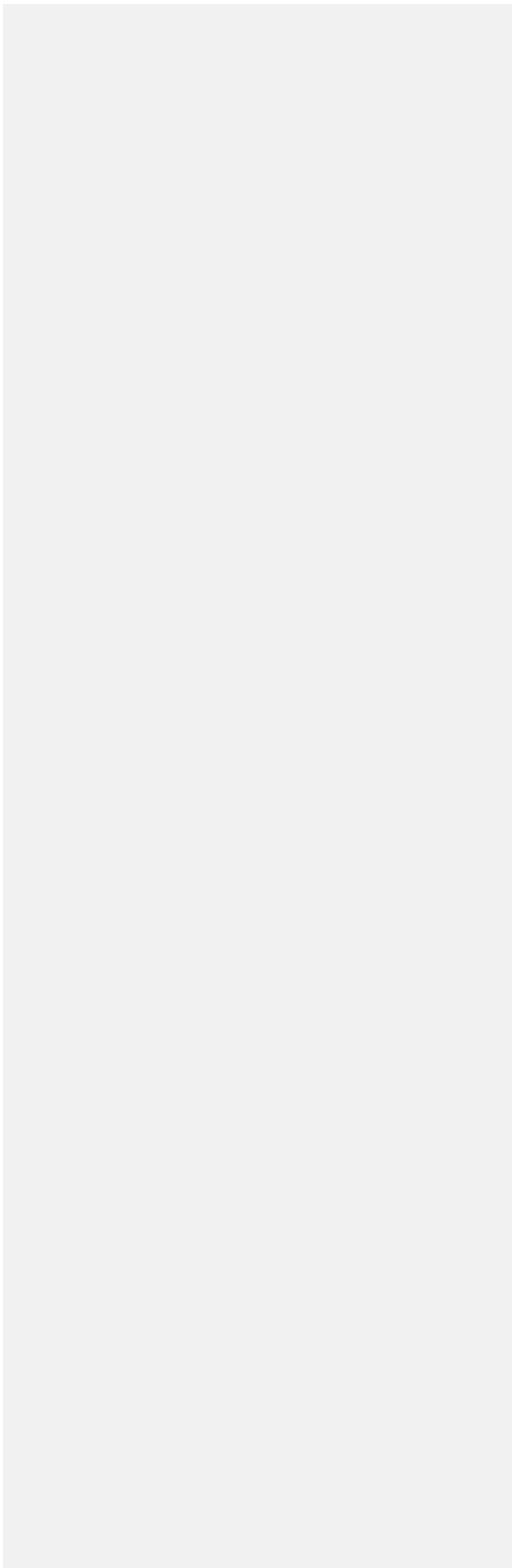


EXHIBIT B

TWO TRACTS OF LAND LOCATED IN THE NW 1/4 OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 5 AS BEARING S 89° 22' 37" E FROM A #4 REBAR AT THE NW CORNER OF SAID SECTION 5 TO A 3/4" IRON PIPE AT THE N 1/4 CORNER OF SAID SECTION 5 AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NW CORNER OF SAID SECTION 5; THENCE ALONG THE WEST LINE OF SAID NW 1/4, S 0° 09' 20" E 170.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 68 (HARMONY ROAD); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, S 89° 22' 37" E 30.00 FEET TO THE POINT OF BEGINNING; THENCE N 45° 14' 38" E 70.20 FEET; THENCE S 89° 22' 37" E 1447.37 FEET; THENCE DEPARTING SAID RIGHT OF WAY S 0° 37' 23" W 975.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SE, HAVING A CENTRAL ANGLE OF 84° 50' 24", A RADIUS OF 441.00 FEET AND THE CHORD OF WHICH BEARS S 42° 15' 52" W 594.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 653.00 FEET; THENCE S 0° 09' 20" E 163.53 FEET TO A POINT ON A CURVE CONCAVE TO THE NW, HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 16.00 FEET AND THE CHORD OF WHICH BEARS S 44° 50' 40" W 22.63 FEET; THENCE ALONG THE ARC OF SAID CURVE 25.13 FEET; THENCE S 89° 50' 40" W 1066.63 FEET TO THE EASTERLY RIGHT OF WAY OF ~~TIMERLINE~~TIMBERLINE ROAD; THENCE ALONG SAID RIGHT OF WAY N 0° 09' 20" W 1564.04 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE NW CORNER OF SAID SECTION 5; THENCE ALONG THE WEST LINE OF SAID NW 1/4, S 00° ~~09' 20"~~ 20" E 170.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 68 (HARMONY ROAD); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY S 89° 22' 37" E 30.00 FEET TO THE EASTERLY RIGHT OF WAY OF ~~TIMERLINE~~TIMBERLINE ROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY S 00° 09' 20" S 1564.04 FEET; THENCE N 89° 50' 40" E 1066.63 FEET TO THE POINT OF BEGINNING; THENCE N 89° 14' 46" E 1570.61 FEET TO THE EAST LINE OF SAID NW 1/4; THENCE ALONG THE EAST LINE OF THE NW 1/4, N ~~00° 46' 37"~~ W 1562.08 FEET TO THE SOUTHERLY RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 68 (HARMONY ROAD); THENCE ALONG SAID RIGHT OF WAY, N 8° 22' 37" W 1123.10 FEET; THENCE DEPARTING SAID RIGHT OF WAY, S 00° 37' 23" W 975.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SE, HAVING A CENTRAL ANGLE OF 84° 50' 24", A RADIUS OF 441.00 FEET AND THE CHORD OF WHICH BEARS S 42° 15' 52" W 594.96 FEET; THENCE ALONG THE ARC OF

SAID CURVE 653.00 FEET; THENCE S 00° 09' 20" E 163.53 FEET TO A POINT ON A CURVE CONCAVE TO THE NW, HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 16.00 FEET AND THE CHORD OF WHICH BEARS S 44° 50' 40" W 22.63 FEET; THENCE ALONG THE ARC OF SAID CURVE 25.13 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

to

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Legal Description of Easement Parcel
[See Attached]

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EXHIBIT C 

~~EXHIBIT C~~
LEGAL DESCRIPTION OF EASEMENT PARCEL

Lot 1, POUDRE VALLEY HEALTH SYSTEM HARMONY CAMPUS MEDICAL CENTER FIRST FILING, according to the plat recorded April 30, 1999 at Reception No. 99037008, County of Larimer, State of Colorado.

ALSO INCLUDING THE LAND MAINTENANCE AREA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A landscape maintenance area 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 the West line of said Northwest Quarter as bearing South 00°09'20" East and with all bearings contained herein relative thereto:

Commencing at the Northwest corner of said Section 5; thence, South 83°13'25" East, 1293.95 feet to an angle point on that tract of land as described on the plat of POUDRE VALLEY HEALTH SYSTEM HARMONY CAMPUS MEDICAL CENTER FIRST FILING, said point also being the POINT OF BEGINNING; thence along the south right-of-way line as described by said propose plat, North 89°44'52" East, 51.98 feet; thence departing said line, South 16°03'44" East, 154.29 feet; thence, South 14°18'04" West, 260.85 feet; thence, North 74°40'17" West, 56.60 feet; thence, South 15°15'57" West, 199.19 feet; thence, South 32°40'59" West, 81.27 feet; thence, North 88°20'03" West, 220.58 feet; thence, North 59°15'11" West, 117.07 feet to a point on a non-tangent curve concave to the South having a central angle of 79°55'11", a radius of 167.70 feet and the chord of which bears South 82°52'29" West, 215.41 feet; thence along the arc of said curve 233.91 feet to a curve concave to the Northwest having a central angle of 47°17'04", a radius of 308.15 feet and the chord of which bears South 66°33'26" West, 247.15 feet; thence along the arc of said curve 254.31 feet; thence, North 89°47'09" West, 274.38 feet to a point on the East Right-of-Way line of Timberline Road as described at Reception No. 94074982 on file at the office of the Clerk and Recorder, Larimer County, Colorado; thence along said East line, North 00°09'11" West, 101.43 feet to a point on the South line of said plat of POUDRE VALLEY HEALTH SYSTEM HARMONY CAMPUS MEDICAL CENTER FIRST FILING; thence along said South line and Easterly line of said plat by the following eleven (11) courses and distances, North 89°50'40" East, 261.08 feet; thence, North 00°08'06" East, 10.96 feet; thence, North 71°38'07" East, 250.77 feet to a curve concave to the South having a central angle of 27°52'13", a radius of 574.50 feet and the chord of which bears South 88°40'57" East, 276.71 feet; thence, South 74°44'50" East, 169.64 feet; thence, North 15°15'10" East, 322.04 feet; thence, South 74°45'23" East, 124.61 feet; thence, North 15°14'37" East, 216.50 feet; thence, South 74°45'23" East, 19.00 feet; thence, North 15°14'37" East, 231.31 feet; thence, North 18°24'34" West, 153.11 feet to the Point of Beginning.

The above described landscape easement contains 3.808 acres more or less and is subject to all easements and rights-of-way now on record or existing.

EXCLUDING THE BUILDING SITE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 Building Site contains 2.633 acres more or less and is subject to all easements and rights-of-way now on record or existing.

EXHIBIT D
to
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
Common Elements Interests and Assessments
[See Attached]

EXHIBIT D-1

(HF&G 09/03/19)

Exhibit D
to
HARMONY VALLEY ~~CONDOMINIUM~~ CONDOMINIUMS
Amended and Restated
**Declaration of Covenants,
Conditions and Restrictions**

~~06/12~~

Unit No.	Area	Interest in General Common Elements & Share of Common Area Expenses = 100 X (area-Area of unit)/(total area)the	Votes Allocated to Unit = 1000 X (area of unit)/(total area) 1,000 x Area of the Unit Total Condominium Area
1	18,066 063	9.10%	91.500
2	3,120 054	21.54%	15.804
3	47,170 25,221	2412.71%	238.94127.1
3A	3,498	1.76%	17.6
3B	2,847	1.43%	14.3
4	819 808	0.41%	4.151
5	313	0%	1.59
66A	7,994 8,064	4.06%	40.496
7	6,480	3%	32.82
87A	19,375	14.72%	6.9647.2
8A	12,185	6.14%	61.4
8B	206	.10%	1.0
9	3,651 565	21.80%	18.490
10	2,967 948	21.49%	15.0314.9
11	6,131 183	3.12%	31.052
12	7,442 309	43.68%	37.6936.8
13	5,212 289	32.66%	26.406
14	38,592 31,371	2015.81%	195.46158.1
15	5,266 300	32.67%	26.677
16	2,154 174	1.10%	10.9411.0

17	2,472 <u>468</u>	1.24 %	12.52 <u>4</u>
18	4,542 <u>500</u>	2.27 %	23.00 <u>22.7</u>
19	9,885 <u>797</u>	54.94 %	50.07 <u>49.4</u>
20	641	0%	3.25
21	5,074 <u>047</u>	32.54 %	25.70 <u>4</u>
22	3,732 <u>728</u>	21.88 %	18.90 <u>8</u>
23A	2,571	1.30 %	13.0
2323B	6,356 <u>3,699</u>	31.86 %	32.19 <u>18.6</u>
24	2,805 <u>666</u>	1.34 %	14.21 <u>13.4</u>
25	182	0%	0.92
26	4,998 <u>992</u>	32.51 %	25.31 <u>1</u>
27	11,546	5.82 %	58.2
Totals	197,439 <u>198,474</u>	100.00 %	1000.00 <u>1,000.0</u>

D-1

EXHIBIT E
to
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Easements and Licenses

1. An easement for irrigation lateral ditch and incidental purposes granted to M.A. Brown by the instrument recorded September 8, 1885 in Book 35 at Page 173.
2. An undivided 1/2 interest in all oil, gas and other minerals as reserved by Alex Watson and Pauline Watson recorded April 10, 1956 in Book 1015 at Page 516, and any and all assignments thereof or interests therein.
3. Agreement recorded March 14, 1986 at Reception No. 86012968.
4. Easement For Construction and Maintenance of Public Utilities recorded June 1, 1987 at Reception No. 87031127.
5. Easement recorded June 2, 1992 at Reception No. 92030525.
6. Memorandum of Lease recorded July 27, 1994 at Reception No. 94063152.
 - a. Amendment to Memorandum of Lease recorded July 3, 2012 at Reception No. 20120043969 and rerecorded November 13, 2012 at Reception No. 20120080001.
 - b. Amendment to Memorandum of Lease recorded July 3, 2012 at Reception No. 20120043969.
7. Easement Dedication recorded September 8, 1994 at Reception No. 94074981.
8. Deed of Dedication recorded September 8, 1994 at Reception No. 94074982.
9. Cable Television Right-of-Way and Easement Agreement recorded October 3, 1994 at Reception No. 94081194.
10. Easement Agreement recorded October 4, 1994 at Reception No. 94081821.
11. Easement Dedication recorded October 10, 1994 at Reception No. 94083069.
12. Deed of Easement recorded March 20, 1996 at Reception No. 96019464.
13. Easement For Construction and Maintenance of Public Utilities recorded June 2, 1998 at Reception No. 98045385.

14. Memorandum of Agreement and Notice recorded April 30, 1999 at Reception No. 99037007.
15. Plat of Poudre Valley Health System Harmony Campus Medical Center First Filing, recorded April 30, 1999 at Reception No. 99037008, to-wit:
 - a. All notes, statements, approvals, Guarantees, easements and rights-of-way.
 - b. Resolution No. AD13-5 Vacating a Portion of the Existing Utility, Access and Drainage Easement on Lot 1, recorded August 21, 2013 at Reception No. 20130064619.
16. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042057.
17. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042058.
18. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042059.
19. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042060.
20. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042061.
21. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042062.
22. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042063.
23. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042064.
24. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042065.
25. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042066.
26. Deed of Dedication For Easement recorded May 13, 1999 at Reception No. 99042067.
27. Easement Agreement recorded October 26, 1999 at Reception No. 0099092674.
28. A memorandum of building site lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: June 6, 2000

Lessor: Poudre Health Services District

Lessee: Poudre Valley Health Care, Inc., a Colorado nonprofit corporation d/b/a

Poudre Valley Healthcare System

Recording Date: June 30, 2000

Recording No: Reception No. 2000044117

As amended by First Amendment to Building Site Lease

Dated Effective: July 29, 2019

Recording Date: August 7, 2019

Recording No: Reception No. 20190045570

29. Declaration of Easement and Easement Agreement recorded June 30, 2000 at Reception No. 2000044118.
30. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the Declaration recorded June 30, 2000 at Reception No. 2000044119 and as amended by instrument recorded December 29, 2003 at Reception No. 20030161664 and Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums recorded August 7, 2019, at Reception No. 20190045569. Affidavits recorded June 29, 2005 at Reception No. 20050053048 and at Reception No. 20050053049.
31. Plat of Harmony Valley Condominiums, recorded June 30, 2000 at Reception No. 2000044120, and Supplement No. 1, recorded December 29, 2003 at Reception No. 20030161665, to-wit:
- a. All notes, statements, easements and rights-of-way.
- b. Affidavits recorded June 29, 2005 at Reception No. 20050053048 and at Reception No. 20050053049.
32. Memorandum of Tenancy-in-Common as set forth below:
- Recording Date: July 20, 2000
Recording No.: Reception No. 2000048804
33. Memorandum of Repurchase Option Agreement by and between Poudre Valley Health Care, Inc., d/b/a Poudre Valley Healthcare System and Michael P. Fangman and Miho Toi Scott as set forth below:
- Recording Date: July 5, 2001
Recording No.: Reception No. 2001054418
34. Declaration of Easement and Easement Agreement by and between Health Service District of Northern Larimer county, d/b/a Health District of Northern Larimer County and Poudre Valley Health Care, Inc., d/b/a Poudre Valley Health System and HRPC I, LLC as set forth below:
- Recording Date: November 3, 2004
Recording No.: Reception No. 20040106081

35. Covenants, conditions and restrictions and lien rights but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: September 21, 2006

Recording No: Reception No. 20060072238

36. Short Form of Put and Call Option by and between Poudre Valley Health Care, Inc. D/B/A Poudre Valley Health System, a Colorado non-profit corporation and Harmony Valley Cardiac Investments, LLC as set forth below:

Recording Date: June 10, 2010

Recording No.: Reception No. 20100032860

37. The effect of Amended Condominium Map of Harmony Valley Condominiums- Amendment No. 1 as set forth below:

Recording Date: January 14, 2013

Recording No.: Reception No. 20130003988

38. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Building and Rooftop Lease Agreement by and between Harmony Valley Condominium Association, Inc. and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless as set forth below:

Recording Date: January 24, 2013

Recording No.: Reception No. 20130006547

39. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Fort Collins

Purpose: utilities

Recording Date: May 24, 2013

Recording No: Reception No. 20130039530

40. Terms, conditions, provisions, agreements and obligations contained in the Easement for Space Usage and Sharing Agreement by and between Nose-Z, LLC and Northern Colorado Allergy and Investments Partnership, R.L.L.P. as set forth below: (as to Units 23A & 23B)

Recording Date: February 18, 2015

Recording No.: Reception No. 20150009238

41. All easements and rights of way appearing in this Restated Declaration and on the Restated Map.

AMENDED AND RESTATED CONDOMINIUM MAP OF
HARMONY VALLEY CONDOMINIUMS
LOCATED IN THE NW1/4 OF SECTION 5, T.6N, R.68W, 6TH P.M.,
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO

STATEMENT OF OWNERSHIP AND CONDOMINIUM DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING (i) HEALTH SERVICES DISTRICT OF NORTHERN LARIMER COUNTY, d/b/a HEALTH DISTRICT OF NORTHERN LARIMER COUNTY, f/k/a POUDRE HEALTH SERVICES DISTRICT, A COLORADO HEALTH SERVICE DISTRICT, AS FEE OWNER AND GROUND LESSOR; (ii) POUDRE VALLEY HEALTH CARE, INC., A COLORADO NONPROFIT CORPORATION, d/b/a POUDRE VALLEY HEALTH CARE SYSTEM, AS DECLARANT, (iii) OWNERS OF AT LEAST SIXTY-SEVEN PERCENT (67%) OF THE VOTES ALLOCATED TO ALL MEMBERS/OWNERS OF HARMONY VALLEY CONDOMINIUM ASSOCIATION, A COLORADO NONPROFIT CORPORATION, AND (iv) SIXTY-SEVEN PERCENT (67%) OF THE FIRST MORTGAGES HAVING A FIRST MORTGAGE ENCUMBERING A UNIT, WITH RESPECT TO THE FOLLOWING DESCRIBED PROPERTY TO WIT:

A PORTION OF LOT 1, POUDRE VALLEY HEALTH SYSTEM HARMONY CAMPUS MEDICAL CENTER FIRST FILING, AND LOCATED WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EASTERLY PORTION OF THE NORTH LINE OF SAID LOT 1, POUDRE VALLEY HEALTH SYSTEM HARMONY CAMPUS MEDICAL CENTER FIRST FILING, AS BEARING N88°44'52"E AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT AN ANGLE POINT IN THE NORTH LINE OF SAID LOT 1; THENCE S05°16'46"E, 112.22 FEET TO THE **POINT OF BEGINNING**; THENCE S74°53'24"E, 55.33 FEET; THENCE S15°06'36"W, 42.67 FEET; THENCE S74°53'24"E, 7.33 FEET; THENCE S15°06'36"W, 124.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 77°15'58", A RADIUS OF 20.51 FEET, AND A CHORD OF WHICH BEARS S23°32'33"E, 25.61 FEET; THENCE ALONG THE ARC OF SAID CURVE, 27.66 FEET TO A NON-TANGENT LINE; THENCE ALONG SAID LINE S15°06'38"W, 62.50 FEET; THENCE N74°53'24"W, 16.00 FEET; THENCE S15°06'39"W, 85.51 FEET; THENCE S52°20'47"E, 13.81 FEET; THENCE S74°53'17"E, 93.64 FEET; THENCE N15°06'42"E, 8.84 FEET; THENCE S74°53'17"E, 25.00 FEET; THENCE N15°06'43"E, 7.00 FEET; THENCE S74°53'17"E, 23.00 FEET; THENCE S15°06'43"W, 6.99 FEET; THENCE S74°58'13"E, 145.17 FEET; THENCE S15°06'43"W, 178.39 FEET; THENCE N74°53'17"W, 90.00 FEET; THENCE S15°06'43"W, 30.00 FEET; THENCE N74°53'17"W, 103.33 FEET; THENCE N15°06'42"E, 7.00 FEET; THENCE N74°53'17"W, 10.00 FEET; THENCE N15°06'43"E, 23.00 FEET; THENCE N74°53'16"W, 5.00 FEET; THENCE N15°06'42"E, 15.00 FEET; THENCE N74°53'17"W, 75.00 FEET; THENCE N15°06'43"E, 70.00 FEET; THENCE N74°53'16"W, 32.13 FEET; THENCE N29°53'14"W, 21.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 38°02'38", A RADIUS OF 132.61 FEET, AND A CHORD OF WHICH BEARS S74°09'12"W, 86.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, 88.05 FEET TO A NON-TANGENT LINE; THENCE ALONG SAID LINE S60°06'38"W, 48.15 FEET; THENCE N29°53'21"W, 12.00 FEET; THENCE S60°06'36"W, 12.00 FEET; THENCE N29°53'19"W, 30.75 FEET; THENCE S60°06'40"W, 9.00 FEET; THENCE N29°53'20"W, 32.83 FEET; THENCE N60°06'40"E, 9.00 FEET; THENCE N29°53'23"W, 30.75 FEET; THENCE N60°06'36"E, 12.00 FEET; THENCE N29°53'15"W, 12.00 FEET; THENCE N60°06'40"E, 131.58 FEET; THENCE S74°53'22"E, 12.00 FEET; THENCE N15°06'40"E, 10.73 FEET; THENCE N74°53'11"W, 11.84 FEET; THENCE S51°12'09"W, 13.93 FEET; THENCE N41°14'37"W, 10.23 FEET; THENCE N89°56'30"W, 6.21 FEET; THENCE S40°03'30"W, 21.65 FEET; THENCE N49°56'30"W, 24.24 FEET; THENCE N40°03'30"E, 8.09 FEET; THENCE N16°28'20"W, 25.53 FEET; THENCE N89°56'30"W, 39.29 FEET; THENCE N00°03'30"E, 8.70 FEET; THENCE N89°56'30"W, 17.00 FEET; THENCE N00°03'30"E, 17.30 FEET; THENCE N89°56'30"W, 10.70 FEET; THENCE N00°03'30"E, 59.70 FEET; THENCE S89°56'30"E, 10.70 FEET; THENCE N00°03'30"E, 15.20 FEET; THENCE S89°56'30"E, 175.66 FEET; THENCE S74°53'24"E, 30.21 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3.085 ACRES, AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY NOW ON RECORD OR EXISTING.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON ON THIS MAP TO BE KNOWN AS AMENDED AND RESTATED CONDOMINIUM MAP OF HARMONY VALLEY CONDOMINIUMS.

DECLARANT AND UNIT OWNER:

POUDRE VALLEY HEALTH CARE, INC.,
A COLORADO NONPROFIT CORPORATION,
D/B/A POUDRE VALLEY HEALTHCARE SYSTEM

BY: _____
NAME: _____
TITLE: _____

POUDRE VALLEY HEALTH CARE, INC.,
A COLORADO NONPROFIT CORPORATION

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF POUDRE VALLEY HEALTH CARE, INC.,
A COLORADO NONPROFIT CORPORATION D/B/A POUDRE VALLEY HEALTHCARE SYSTEM.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF POUDRE VALLEY HEALTH CARE, INC., A COLORADO NONPROFIT CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

UNIT OWNERS:

ADVANCED PROPERTIES OF COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF ADVANCED PROPERTIES OF COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

EYE AND LASER CENTER INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF EYE AND LASER CENTER INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NCSA BUILDING PARTNERSHIP, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF NCSA BUILDING PARTNERSHIP, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

HORSETOOTH NEUROLOGY LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF HORSETOOTH NEUROLOGY LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BONZRUS PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF BONZRUS PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

UNIT OWNERS:

DOLB INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF DOLB INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

TWIN OWLS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF TWIN OWLS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

HARMONY ARTHRITIS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF HARMONY ARTHRITIS INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ASSOCIATES INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

M
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF ASSOCIATES INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTES

1. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARMONY VALLEY CONDOMINIUMS DATED AS OF OCTOBER 27, 1999, WAS RECORDED JUNE 30, 2000, AT RECEPTION NO. 2000044119 OF THE LARIMER COUNTY, COLORADO RECORDS AND WAS SUBSEQUENTLY AMENDED BY (i) SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARMONY VALLEY CONDOMINIUMS DATED EFFECTIVE AS OF APRIL 8, 2003, AND RECORDED DECEMBER 29, 2003, AT RECEPTION NO. 20030161664 OF THE LARIMER COUNTY, COLORADO RECORDS, (ii) AFFIDAVITS RECORDED ON JUNE 29, 2005, AT RECEPTION NOS. 20050053048 AND 20050053049 OF THE LARIMER COUNTY, COLORADO RECORDS, AND (iii) THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARMONY VALLEY CONDOMINIUMS RECORDED AUGUST 7, 2019 AT RECEPTION NO. 20190045569 OF THE LARIMER COUNTY, COLORADO RECORDS.
2. THIS AMENDED AND RESTATED CONDOMINIUM MAP OF HARMONY VALLEY CONDOMINIUMS AMENDS, RESTATES AND SUPERSEDES IN THEIR ENTIRETY THE FOLLOWING CONDOMINIUM MAPS AND AMENDMENTS THERETO:

(1) CONDOMINIUM MAP FOR HARMONY VALLEY CONDOMINIUMS RECORDED JUNE 30, 2000, AT RECEPTION NO. 2000044120 OF THE LARIMER COUNTY, COLORADO RECORDS, AS AMENDED BY (i) CONDOMINIUM MAP FOR HARMONY VALLEY CONDOMINIUMS SUPPLEMENT NO. 1 (UNITS 23A & 23B) RECORDED DECEMBER 29, 2003, AT RECEPTION NO. 20030161665 AND (ii) AFFIDAVITS RECORDED JUNE 29, 2005, AT RECEPTION NOS. 20050053048 AND 20050053049 OF THE LARIMER COUNTY, COLORADO RECORDS.

(2) AMENDED CONDOMINIUM MAP OF HARMONY VALLEY CONDOMINIUMS – AMENDMENT NO. 1 RECORDED JANUARY 14, 2013, AT RECEPTION NO. 20130003988 OF THE LARIMER COUNTY, COLORADO RECORDS.

GROUND LESSOR:

HEALTH SERVICES DISTRICT OF NORTHERN LARIMER COUNTY, D/B/A HEALTH DISTRICT OF NORTHERN LARIMER COUNTY, F/K/A POUDRE HEALTH SERVICES DISTRICT, F/K/A THE POUDRE VALLEY HOSPITAL DISTRICT, A COLORADO HEALTH SERVICE DISTRICT, INCORPORATED UNDER C.R.S. § 32_1-101 ET SEQ.

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS ____DAY OF _____, 2019,

BY _____, AS _____
OF HEALTH SERVICES DISTRICT OF NORTHERN LARIMER COUNTY, D/B/A HEALTH DISTRICT OF NORTHERN LARIMER COUNTY, F/K/A POUDRE HEALTH SERVICES DISTRICT, F/K/A THE POUDRE VALLEY HOSPITAL DISTRICT, A COLORADO HEALTH SERVICE DISTRICT, INCORPORATED UNDER C.R.S. § 32_1-101 ET SEQ.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SECRETARY'S CERTIFICATE OF CONSENT BY FIRST MORTGAGEES

THE UNDERSIGNED SECRETARY OF HARMONY VALLEY CONDOMINIUM ASSOCIATION, A COLORADO NONPROFIT CORPORATION, HEREBY CERTIFIES THAT SIXTY-SEVEN PERCENT (67%) OR MORE OF THE FIRST MORTGAGEES HAVE CONSENTED TO THIS AMENDED AND RESTATED CONDOMINIUM MAP OF HARMONY VALLEY CONDOMINIUMS BASED ON ONE (1) VOTE FOR EACH UNIT ENCUMBERED BY A FIRST MORTGAGE.

HARMONY VALLEY CONDOMINIUM ASSOCIATION,
A COLORADO NONPROFIT CORPORATION

BY: _____

NAME: _____
TITLE: SECRETARY

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019,

BY _____, AS SECRETARY OF HARMONY VALLEY CONDOMINIUM ASSOCIATION, A COLORADO NONPROFIT CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SURVEY CERTIFICATION

I HEREBY CERTIFY THAT ON **JULY 21, 2018**, A SURVEY AND MAP WERE COMPLETED UNDER MY DIRECT SUPERVISION OF **AMENDED AND RESTATED CONDOMINIUM MAP OF HARMONY VALLEY CONDOMINIUMS**, FORT COLLINS, COLORADO AND THAT THIS MAP ACCURATELY DEPICTS THE LOCATION AND HORIZONTAL AND VERTICAL MEASUREMENTS OF THE UNITS AND THE UNIT DESIGNATIONS, AS CONSTRUCTED, AND THAT SAID SURVEY AND MAP WERE PREPARED SUBSEQUENT TO COMPLETION OF THE IMPROVEMENTS SHOWN HEREON. I FURTHER CERTIFY THAT PURSUANT TO C.R.S. 38-33.3-201(2), ALL STRUCTURAL COMPONENTS OF THE EXISTING BUILDING, DEPICTED ON THE CONDOMINIUM MAP, ARE SUBSTANTIALLY COMPLETED.

ANTONIO W. SMITH, P.L.S.
COLORADO REG. NO. 38320
FOR, AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.

INDEXING CERTIFICATE


DEPOSITED THIS __ DAY OF _____, 20__, AT _____ M.,

IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS

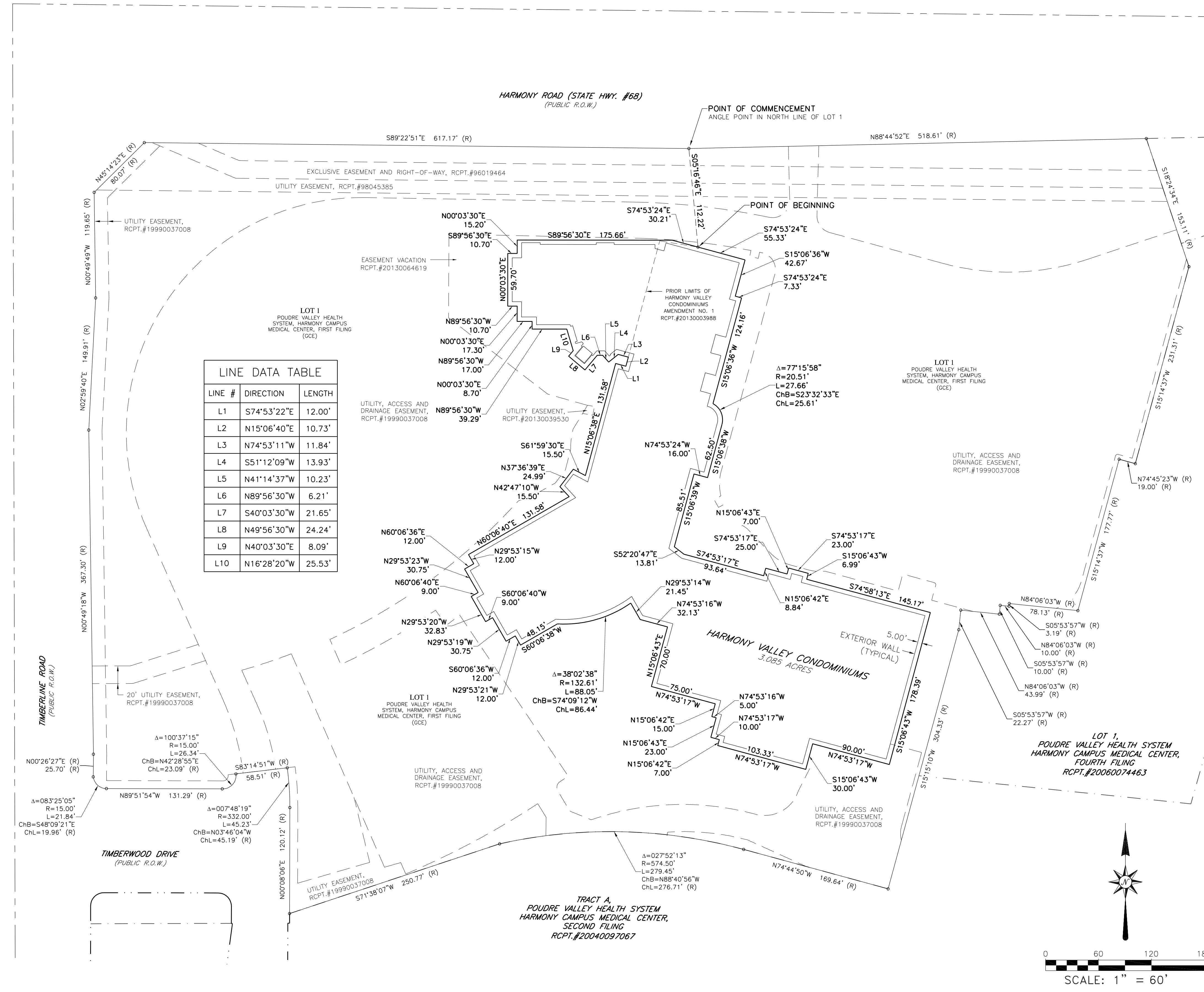
AT PAGE _____, RECEPTION NO. _____

BY: _____
COUNTY SURVEYOR/DEPUTY COUNTY SURVEYOR

SHEET 1 OF 5

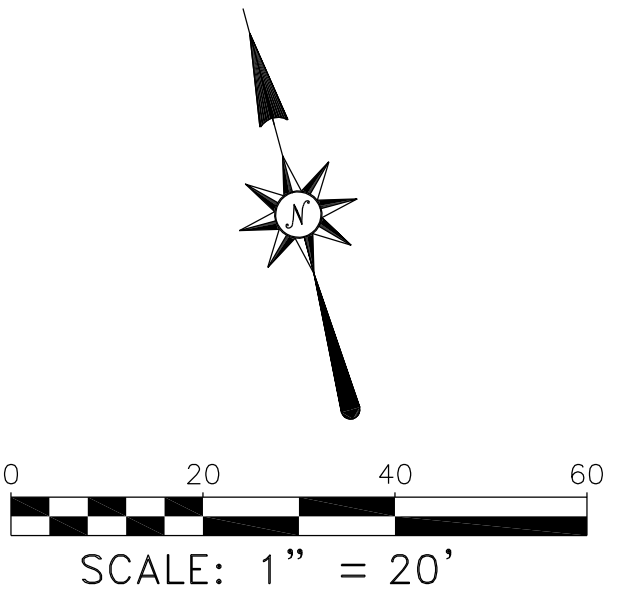
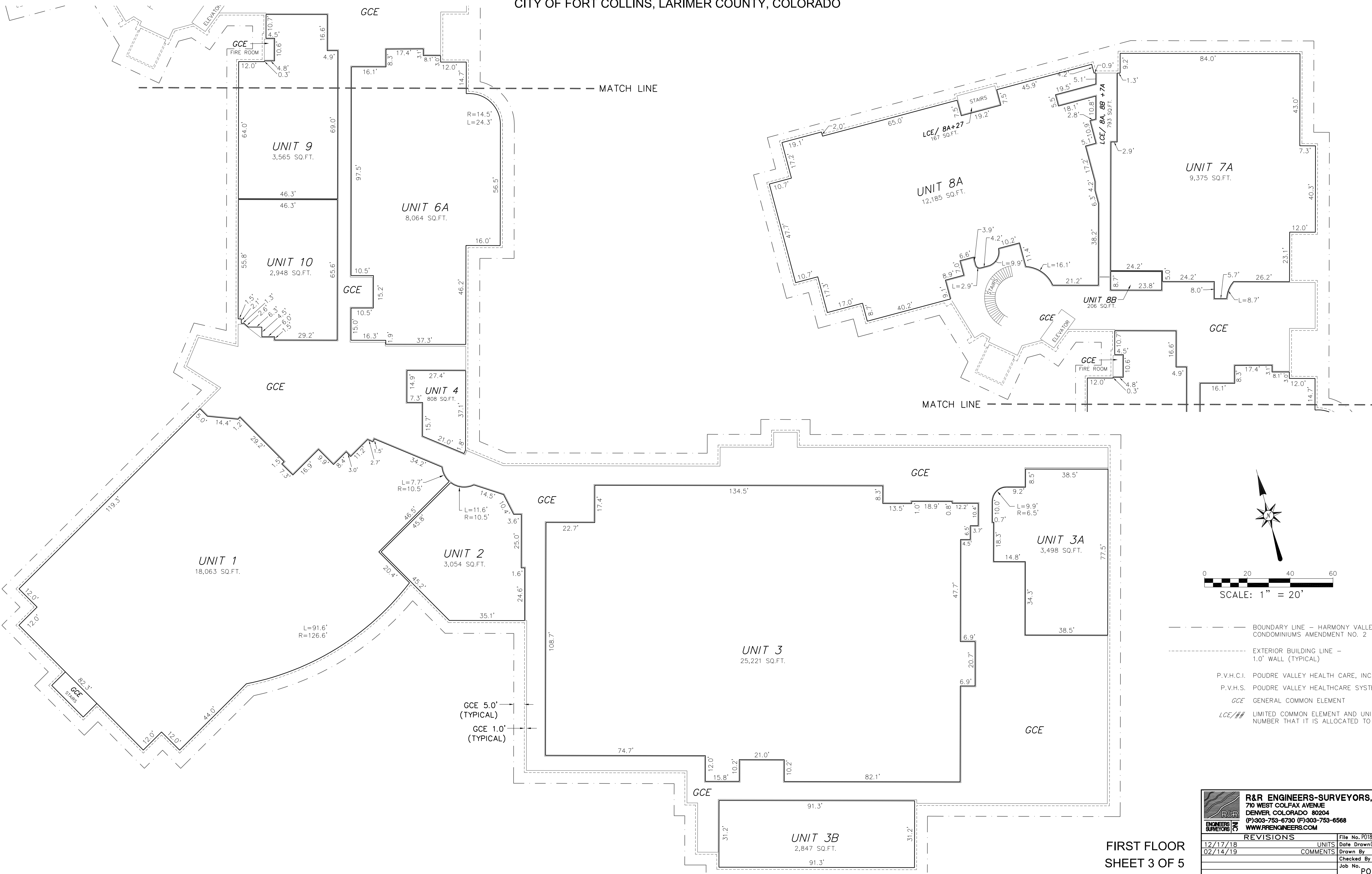
	R&R ENGINEERS-SURVEYORS, INC. 710 WEST COLFAX AVENUE DENVER, COLORADO 80204 (P)303-753-6730 (F)303-753-6568 WWW.RRENGINEERS.COM
REVISIONS	File No. P018067 CONDO
12/17/18	UNITS Date Drawn 07/06/18
02/14/19	COMMENTS Drawn By TPF
09/05/19	SIGNATORIES Checked By DF
	Job No. P018067

**AMENDED AND RESTATED CONDOMINIUM MAP OF
HARMONY VALLEY CONDOMINIUMS**
LOCATED IN THE NW1/4 OF SECTION 5, T.6N, R.68W, 6TH P.M.,
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO

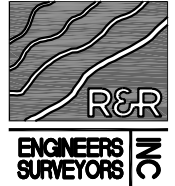


LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S74°53'22"E	12.00'
L2	N15°06'40"E	10.73'
L3	N74°53'11"W	11.84'
L4	S51°12'09"W	13.93'
L5	N41°14'37"W	10.23'
L6	N89°56'30"W	6.21'
L7	S40°03'30"W	21.65'
L8	N49°56'30"W	24.24'
L9	N40°03'30"E	8.09'
L10	N16°28'20"W	25.53'

AMENDED AND RESTATED CONDOMINIUM MAP OF
HARMONY VALLEY CONDOMINIUMS
LOCATED IN THE NW1/4 OF SECTION 5, T.6N, R.68W, 6TH P.M.,
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO



- BOUNDARY LINE -- HARMONY VALLEY CONDOMINIUMS AMENDMENT NO. 2
- EXTERIOR BUILDING LINE -- 1.0' WALL (TYPICAL)
- P.V.H.C.I. POUDRE VALLEY HEALTH CARE, INC.
- P.V.H.S. POUDRE VALLEY HEALTHCARE SYSTEM
- GCE GENERAL COMMON ELEMENT
- LCE/## LIMITED COMMON ELEMENT AND UNIT NUMBER THAT IT IS ALLOCATED TO

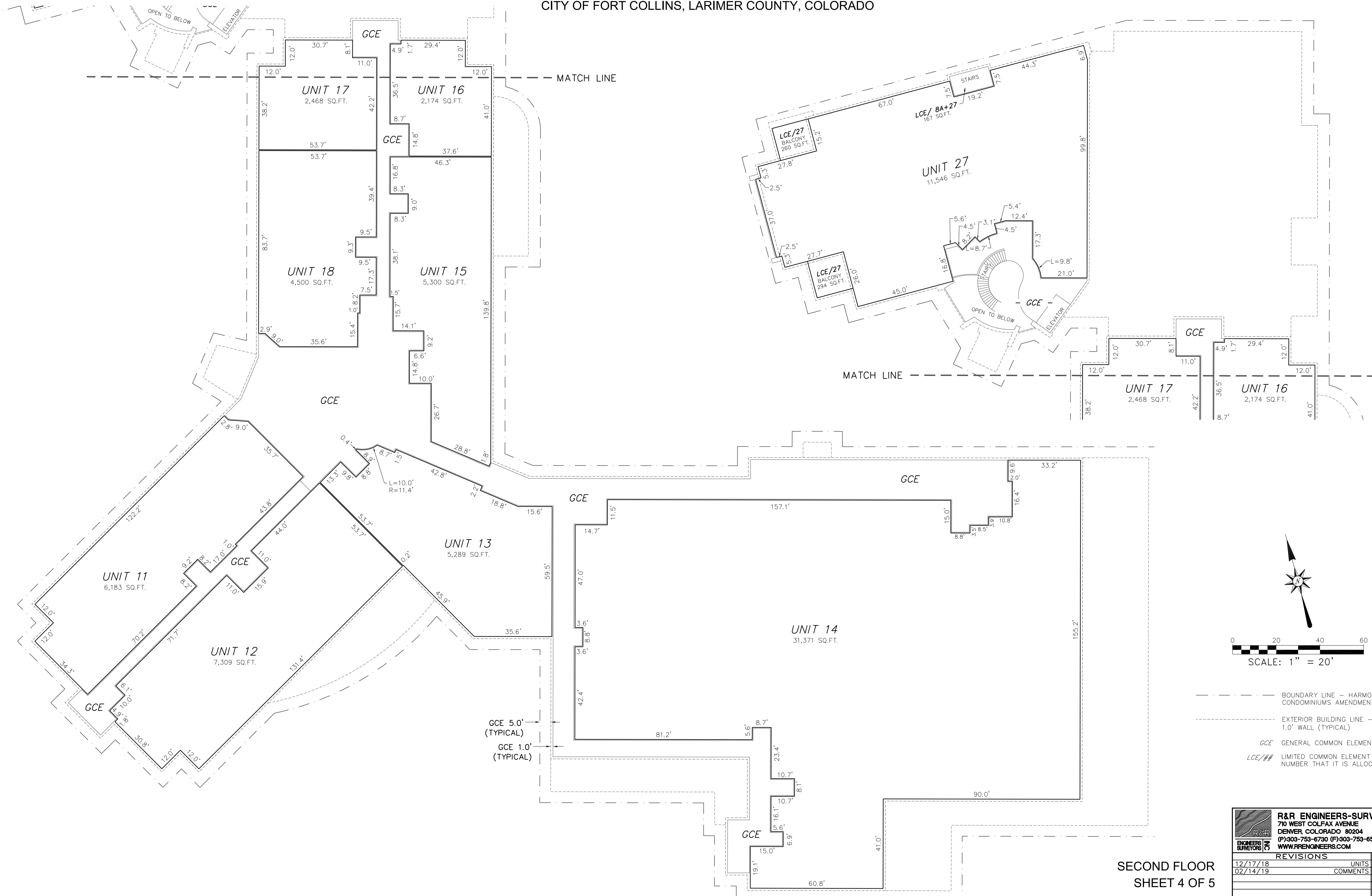


R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVENUE
DENVER, COLORADO 80204
(P)303-753-6730 (F)303-753-6568
WWW.RRENGINEERS.COM

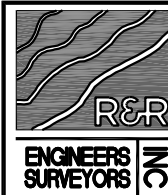
REVISIONS		File No. P018067 CONDO
12/17/18	UNITS	Date Drawn 07/06/18
02/14/19	COMMENTS	Drawn By TPF
		Checked By DF
		Job No. P018067

FIRST FLOOR
SHEET 3 OF 5

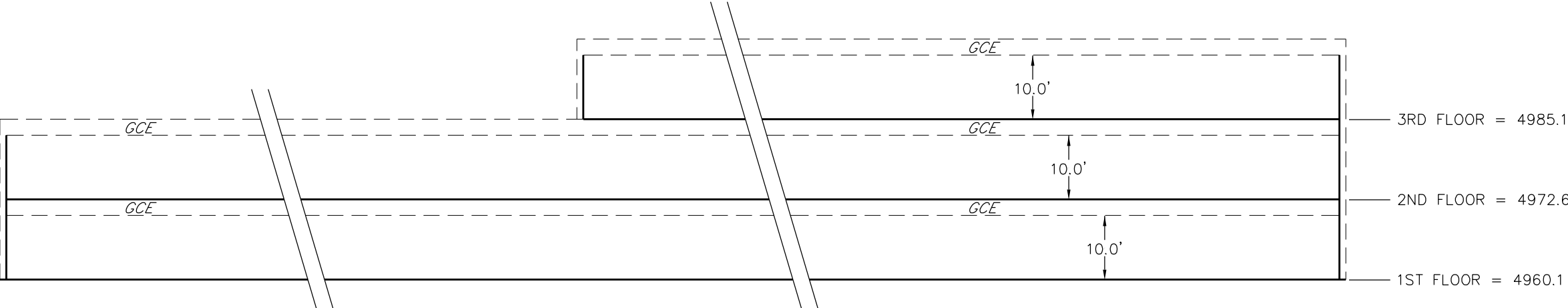
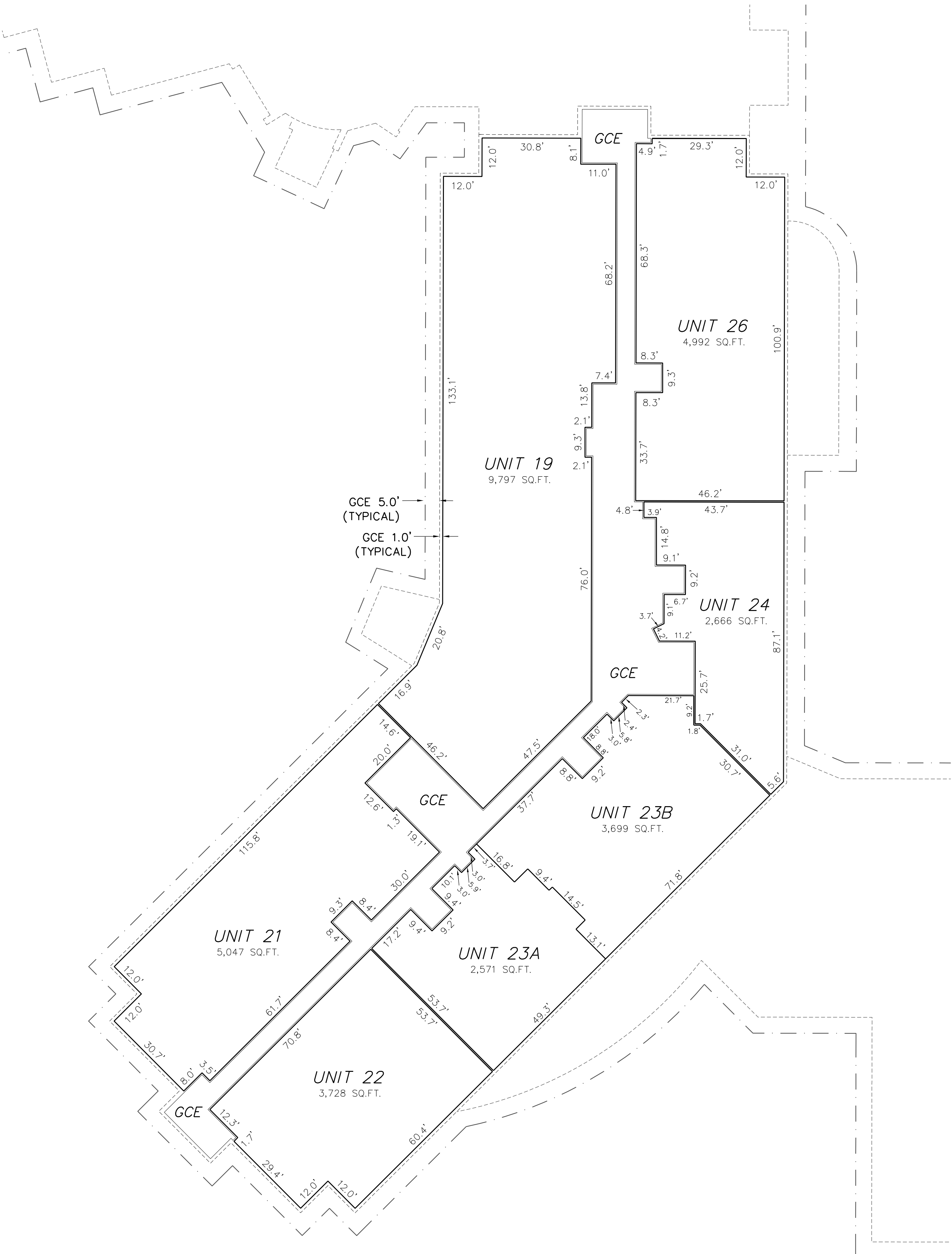
AMENDED AND RESTATED CONDOMINIUM MAP OF
HARMONY VALLEY CONDOMINIUMS
LOCATED IN THE NW1/4 OF SECTION 5, T.6N, R.68W, 6TH P.M.,
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO



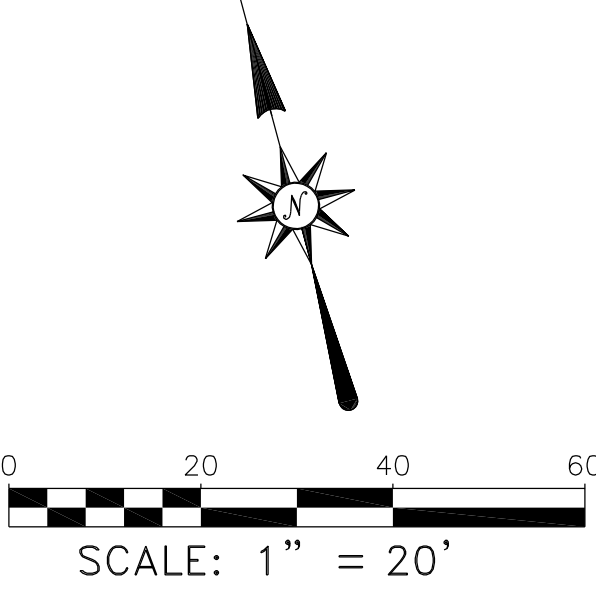
SECOND FLOOR
SHEET 4 OF 5

 R&R ENGINEERS-SURVEYORS, INC. 710 WEST COLFAX AVENUE DENVER, COLORADO 80204 (P)303-753-6730 (F)303-753-6568 WWW.RRENGINEERS.COM	
REVISIONS	
12/17/18	UNITS
02/14/19	COMMENTS
	Checked By
	Job No.
	P018067

AMENDED AND RESTATED CONDOMINIUM MAP OF
HARMONY VALLEY CONDOMINIUMS
LOCATED IN THE NW1/4 OF SECTION 5, T.6N, R.68W, 6TH P.M.,
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO




VERTICAL RELATIONSHIP
NOT TO SCALE HORIZONTALLY



- BOUNDARY LINE - HARMONY VALLEY CONDOMINIUMS AMENDMENT NO. 2
- EXTERIOR BUILDING LINE - 1.0' WALL (TYPICAL)
- GCE GENERAL COMMON ELEMENT
- LCE/## LIMITED COMMON ELEMENT AND UNIT NUMBER THAT IT IS ALLOCATED TO

THIRD FLOOR
SHEET 5 OF 5



R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVENUE
DENVER, COLORADO 80204
(P)303-753-6730 (F)303-753-6568
WWW.RRENGINEERS.COM

REVISIONS		File No. P018067 CONDO
12/17/18	UNITS	Date Drawn 07/06/18
02/14/19	COMMENTS	Drawn By TPF
		Checked By DF
		Job No. P018067



Nov. 6, 2019

To: Health District Board of Directors
From: Julie Estlick, Communications Specialist
Re: Prospective *Compass* Advisory Committee member

We are pleased to present to you for consideration one candidate to fill a vacancy on the Health District *Compass* Advisory Committee. The committee, which meets quarterly, gives the communications team useful feedback and story ideas for future issues of *Compass*.

The committee has eight members, including myself as editor, Kristen Gilbert as graphic designer, and two other Health District representatives. The remaining four are interested members of the community. Terms are staggered to keep a mix of veterans and newcomers. The current vacancy is for one community member.

In the charter for the Advisory Committee, we ask that prospective members commit to a term of one year, with the option of continuing on for one more year. The charter also states that the Health District Board of Directors gives final approval of all committee members.

We propose the following people to fill these vacancies:

Adriana McClintock is a nonprofit communications and marketing consultant and a single mom. Adriana has a deep understanding of the challenges non-English speakers, and people from low to moderate income households, face in accessing healthcare. As a new member of the Fort Collins Latinx community and a bilingual speaker, she will provide a diverse perspective on issues of health and wellness in northern Colorado.

The other current advisory committee members are:

- **Julie Estlick**, *Compass* editor
- **Kristen Gilbert**, *Compass* graphic designer
- **Jessica Shannon**, Resource Development Coordinator for the Health District
- **Flo Holt**, mental health therapist with her own counseling practice
- **Kate Ward**, Health Promotion Program Specialist for the Health District
- **Angel Hoffman**, Regional Program Coordinator for the Alzheimer's Association
- **Jan Gianola**, retired RN and active community volunteer



DRAFT

BOARD OF DIRECTORS 2020 Meeting Schedule

UNDER TITLE 32 SPECIAL DISTRICT ACT OF THE COLORADO STATUTES

Regular meeting dates are generally the fourth Tuesday at 4:00 p.m. of each month, with the exception of March, November, and December. Additional special meetings and/or work sessions may be scheduled by the Board on an AS NEEDED basis.

Meeting Location: Health District, 1st Floor Conference Rooms, 120 Bristlecone Drive, Fort Collins, CO 80524
(Unless otherwise noted)

NOTE: Meetings may be cancelled or dates and times may change.
Please contact Ms. Anita Benavidez at 224-5209 to confirm any Board meeting.

MEETING DATES		COMMENTS
January 28	Tuesday, 4:00 pm	
February 13 ⁴⁴	Thursday Tuesday , 4:00 pm	Special Meeting
February 25	Tuesday, 4:00 pm	
March 10	Tuesday, 4:00 pm	Special Meeting
March 24	Tuesday, 4:00 pm	
April 14	Tuesday, 4:00 pm	Special Meeting
April 28	Tuesday, 4:00 pm	
May 12	Tuesday, 4:00 pm	
May 26	Tuesday, 4:00 pm	
June 23	Tuesday, 4:00 pm	
July 28	Tuesday, 4:00 pm	
August 25	Tuesday, 4:00 pm	
September 22	Tuesday, 4:00 pm	
October 29 ²⁷	Thursday Tuesday , 4:00 pm	Presentation of next year's Budget
November 10	Tuesday, 4:00 pm	Budget Hearing
December 11 ⁴⁰	Friday Thursday , 3:30 4:00 pm	Budget Approval

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OTHER IMPORTANT DATES/EVENTS

TBD – Annual Board Retreat
TBD – Joint Board Meeting with UCHealth North/PVHS Board
[February 9 – 12, 2020 – National Health Policy Conference](#)

Health District

OF NORTHERN LARIMER COUNTY

~~July 22—26, 2020 —Colorado Health Foundation's Colorado Health Symposium, Keystone CO~~
~~October 24 - 28~~~~November 2—6, 2020~~ – American Public Health Association Annual Conference,
Philadelphia

Board Approved:
Updated:

**HEALTH DISTRICT
of Northern Larimer County
September 2019
Summary Financial Narrative**

Revenues

The Health District is 0.1% ahead of year-to-date tax revenue projections. Interest income is 37.3% ahead of year-to-date projections. Lease revenue is at year-to-date projections. Yield rates on investment earnings decreased from 2.18% to 2.02% (based on the weighted average of all investments). Fee for service revenue from clients is 6.3% behind year-to-date projections and revenue from third party reimbursements is 18.1% behind year-to-date projections. Total operating revenues for the Health District (excluding grants and special projects) are 0.7% behind year-to-date projections.

Expenditures

Operating expenditures (excluding grants and special projects) are 14.4% behind year-to-date projections. Program variances are as follows: Administration 9.9%; Board 34.3%; Connections: Mental Health/Substance Issues Services 19.1%; Dental Services 18.2%; MH/SUD/Primary Care 9.8%; Health Promotion 14.2%; Community Impact 8.5%; Program Assessment and Evaluation 8.5%; Health Care Access 15.8%; HealthInfoSource 32.5%; and Resource Development 10.1%.

Capital Outlay

Capital expenditures are 57.6% behind year-to-date projections.

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

BALANCE SHEET

As of 9/30/2019

ASSETS

Current Assets:

Cash & Investments	\$9,892,664.09
Accounts Receivable	34,276.12
Property Taxes Receivable	24,187.56
Specific Ownership Taxes Receivable	109,747.72
Prepaid Expenses and Deposits	46,991.39

Total Current Assets

10,107,866.88

Property and Equipment

Land	4,592,595.02
Building and Leasehold Improvements	4,421,115.73
Equipment	1,183,014.39
Accumulated Depreciation	(2,798,798.09)

Total Property and Equipment

7,397,927.05

Total Assets

\$17,505,793.93

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

BALANCE SHEET

As of 9/30/2019

LIABILITIES AND EQUITY

Current Liabilities:	
Accounts Payable	\$677,064.40
Deposits	1,000.00
Deferred Revenue	1,112,523.60
	<hr/>
Total Current Liabilities	1,790,588.00
	<hr/>
Long-term Liabilities:	
Compensated Absences Payable	12,215.00
	<hr/>
Total Long-term Liabilities	12,215.00
	<hr/>
Deferred Inflows of Resources	
Deferred Property Tax Revenue	56,848.42
	<hr/>
Total Deferred Inflows of Resources	56,848.42
	<hr/>
Total Liabilities & Deferred Inflows of Resource	1,859,651.42
	<hr/>
EQUITY	
Retained Earnings	13,693,892.72
Net Income	1,952,249.79
	<hr/>
Total Equity	15,646,142.51
	<hr/>
Total Liabilities & Equity	\$17,505,793.93
	<hr/> <hr/>

STATEMENT OF REVENUES AND EXPENSES

For 1/1/2019 To 9/30/2019

	<u>Current Month</u>	<u>Year to Date</u>
Revenue:		
Property Taxes	\$23,368.76	\$7,180,637.58
Specific Ownership Taxes	53,717.30	485,023.61
Lease Revenue	93,880.37	833,987.81
Interest Income	16,856.62	144,190.95
Sales Revenue	28.88	315.21
Fee For Services Income	14,286.00	152,155.04
Third Party Reimbursements	54,054.97	504,876.02
Grant Revenue	76,003.02	607,399.52
Special Projects Revenue	1,434.73	99,475.71
Miscellaneous Income	814.72	17,466.48
Gain/(Loss) on Disposal of Assets	0.00	34.50
Gain/(Loss) on Investments	0.00	439.24
Total Revenue	<u>334,445.37</u>	<u>10,026,001.67</u>
Expenses:		
Operating Expenses		
Administration	\$53,436.68	\$622,079.23
Board Expenses	910.31	19,335.08
Connections: MentalHealth/Substance Issues Svcs	123,952.25	1,031,444.46
Dental Services	229,177.18	2,355,731.16
MH/SUD/Primary Care	81,902.59	753,652.79
Health Promotion	65,730.49	531,056.58
Community Impact	48,110.62	440,849.66
Program Assessment & Evaluation	15,643.30	146,943.28
Health Care Access	71,249.22	682,782.77
HealthInfoSource	6,331.64	56,393.43
Resource Development	12,867.13	117,098.73
Special Projects	158,179.47	725,523.40
Grant Projects	43,292.66	459,039.46
Total Operating Expenses	<u>910,783.54</u>	<u>7,941,930.03</u>
Depreciation and Amortization		
Depreciation Expense	<u>14,589.91</u>	<u>131,821.85</u>
Total Depreciation and Amortization	<u>14,589.91</u>	<u>131,821.85</u>
Total Expenses	<u>925,373.45</u>	<u>8,073,751.88</u>
Net Income	<u>(\$590,928.08)</u>	<u>\$1,952,249.79</u>

Unaudited - For Management Use Only

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL

For 1/1/2019 To 9/30/2019

	Current Month Budget	Current Month Actual	Current Month Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Annual Budget	Annual Funds Remaining
Revenue:								
Property Taxes	\$18,602	\$23,369	\$4,767	\$7,181,092	\$7,180,638	(\$454)	\$7,237,486	\$56,848
Specific Ownership Taxes	41,144	53,717	12,573	474,710	485,024	10,314	650,000	164,976
Lease Revenue	93,880	93,880	0	833,986	833,986	0	1,115,627	281,641
Interest Income	11,667	16,857	5,190	105,000	144,191	39,191	140,000	(4,191)
Sales Revenue	50	29	(21)	450	315	(135)	600	285
Fee For Services Income	18,039	14,286	(3,753)	162,348	152,155	(10,193)	216,467	64,312
Third Party Reimbursements	68,459	54,055	(14,404)	616,133	504,876	(111,257)	821,528	316,652
Grant Revenue	33,746	76,003	42,257	591,773	607,399	15,626	1,303,259	695,860
Special Projects/Partnership Revenue	42,079	1,434	(40,645)	57,642	95,325	37,683	63,878	(31,447)
Miscellaneous Income	1,705	815	(890)	15,365	17,467	2,102	20,500	3,033
Gain/(Loss) on Disposal of Assets	0	0	0	0	35	35	0	(35)
Gain/(Loss) on Investments	0	0	0	0	439	439	0	(439)
Total Revenue	\$329,371	\$334,445	\$5,074	\$10,038,499	\$10,021,850	(\$16,649)	\$11,569,345	\$1,547,495
Expenditures:								
Operating Expenditures								
Administration	57,124	53,436	3,688	690,117	622,079	68,038	858,400	236,321
Board Expenses	1,603	910	693	29,431	19,335	10,096	43,920	24,585
Connections: Mental Health/Substance Issues Svc	126,182	123,952	2,230	1,275,320	1,031,445	243,875	1,650,745	619,300
Dental Services	315,547	229,177	86,370	2,881,384	2,355,731	525,653	3,809,046	1,453,315
MH/SUD/Primary Care	91,842	81,902	9,940	835,400	753,653	81,747	1,107,315	353,662
Health Promotion	68,443	65,730	2,713	619,088	531,056	88,032	820,874	289,818
Community Impact	52,829	48,111	4,718	481,567	440,850	40,717	637,766	196,916
Program Assessment & Evaluation	17,743	15,643	2,100	160,541	146,943	13,598	213,652	66,709
Health Care Access	89,680	71,250	18,430	811,728	682,783	128,945	1,074,616	391,833
HealthInfoSource	8,377	6,332	2,045	83,545	56,393	27,152	109,263	52,870
Resource Development	14,341	12,867	1,474	130,202	117,099	13,103	174,236	57,137
Contingency (Operations)	0	0	0	0	0	0	60,000	60,000
Special Projects	135,618	158,179	(22,561)	1,363,978	725,523	638,455	2,139,363	1,413,840
Grant Projects	31,871	43,293	(11,422)	525,524	459,039	66,485	1,303,259	844,220
Total Operating Expenditures	1,011,200	910,782	100,418	9,887,825	7,941,929	1,945,896	14,002,455	6,060,526
Net Income	(\$681,829)	(\$576,337)	\$105,492	\$150,674	\$2,079,921	\$1,929,247	(\$2,433,110)	(\$4,513,031)

Unaudited - For Management Use Only

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

STATEMENT OF NON OPERATIONAL EXPENDITURES - BUDGET TO ACTUAL

For 1/1/2019 To 9/30/2019

	Current Month Budget	Current Month Actual	Current Month Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Annual Budget	Annual Funds Remaining
Non-Operating Expenditures								
Building	24,000	-	24,000	24,000	-	24,000	24,000	24,000
Capital Equipment	5,000	-	5,000	15,000	-	15,000	20,000	20,000
General Office Equipment	-	-	-	-	-	-	20,000	20,000
Medical & Dental Equipment	-	-	-	25,815	20,327	5,488	28,425	8,098
Computer Software	-	-	-	-	7,184	(7,184)	7,300	116
Furniture	-	-	-	-	-	-	-	-
Equipment for Building	-	-	-	-	-	-	-	-
Total Non-Operating Expenditures	\$ 29,000	\$ -	\$ 29,000	\$ 64,815	\$ 27,511	\$ 37,304	\$ 99,725	\$ 72,214

STATEMENT OF PROGRAM REVENUES AND EXPENDITURES - BUDGET AND ACTUAL

For 1/1/2019 To 9/30/2019

	Current Month Budget	Current Month Actual	Current Month Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Annual Budget	Remaining Funds
<u>Administration</u>								
Revenue:								
Miscellaneous Income	\$875	\$0	(\$875)	\$7,875	\$12,745	\$4,870	\$10,500	(\$2,245)
Total Revenue	\$875	\$0	(\$875)	\$7,875	\$12,745	\$4,870	\$10,500	(\$2,245)
Expenditures:								
Salaries and Benefits	44,699	41,488	3,211	402,294	368,591	33,703	536,392	167,801
Supplies and Purchased Services	12,424	11,948	476	287,823	253,488	34,335	322,008	68,520
Total Expenditures	\$57,123	\$53,436	\$3,687	\$690,117	\$622,079	\$68,038	\$858,400	\$236,321
<u>Board of Directors</u>								
Expenditures:								
Salaries and Benefits	\$0	\$0	\$0	\$8,635	\$7,466	\$1,169	\$8,635	\$1,169
Supplies and Purchased Services	1,603	910	693	20,796	11,869	8,927	35,285	23,416
Total Expenditures	\$1,603	\$910	\$693	\$29,431	\$19,335	\$10,096	\$43,920	\$24,585
<u>Community Impact</u>								
Revenue:								
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditures:								
Salaries and Benefits	\$46,272	\$44,939	\$1,333	\$419,444	\$402,731	\$16,713	\$558,259	\$155,528
Supplies and Purchased Services	6,558	3,172	3,386	62,123	38,118	24,005	79,507	41,389
Total Expenditures	\$52,830	\$48,111	\$4,719	\$481,567	\$440,849	\$40,718	\$637,766	\$196,917

STATEMENT OF PROGRAM REVENUES AND EXPENDITURES - BUDGET AND ACTUAL

For 1/1/2019 To 9/30/2019

Program Assessment & Evaluation		Current Month	Current Month	Current Month	Year to Date	Year to Date	Year to Date	Annual	Remaining
Revenue:		Budget	Actual	Variance	Budget	Actual	Variance	Budget	Funds
Total Revenue		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditures:									
Salaries and Benefits	\$15,493	\$14,815	\$678	\$139,938	\$135,017	\$4,921	\$186,418	\$51,401	
Supplies and Purchased Services	2,250	828	1,422	20,602	11,926	8,676	27,234	15,308	
Total Expenditures	\$17,743	\$15,643	\$2,100	\$160,540	\$146,943	\$13,597	\$213,652	\$66,709	
Connections: Mental Health/Substance Issue									
Revenue:									
Fees, Reimbursements & Other Income	\$1,720	\$3,222	\$1,502	\$15,480	\$24,785	\$9,305	\$20,640	(\$4,145)	
Total Revenue	\$1,720	\$3,222	\$1,502	\$15,480	\$24,785	\$9,305	\$20,640	(\$4,145)	
Expenditures:									
Salaries and Benefits	\$75,112	\$81,121	(\$6,009)	\$866,959	\$723,787	\$143,172	\$1,092,288	\$368,501	
Supplies and Purchased Services	51,070	42,831	8,239	408,361	307,659	100,702	558,457	250,798	
Total Expenditures	\$126,182	\$123,952	\$2,230	\$1,275,320	\$1,031,446	\$243,874	\$1,650,745	\$619,299	
Dental Services									
Revenue:									
Fees, Reimbursements & Other Income	\$81,597	\$61,089	(\$20,508)	\$734,393	\$615,709	(\$118,684)	\$979,216	\$363,507	
Total Revenue	\$81,597	\$61,089	(\$20,508)	\$734,393	\$615,709	(\$118,684)	\$979,216	\$363,507	
Expenditures:									
Salaries and Benefits	\$249,738	\$194,600	\$55,138	\$2,235,646	\$1,922,688	\$312,958	\$2,978,861	\$1,056,173	
Supplies and Purchased Services	65,809	34,577	31,232	645,738	433,042	212,696	830,185	397,143	
Total Expenditures	\$315,547	\$229,177	\$86,370	\$2,881,384	\$2,355,730	\$525,654	\$3,809,046	\$1,453,316	

STATEMENT OF PROGRAM REVENUES AND EXPENDITURES - BUDGET AND ACTUAL

For 1/1/2019 To 9/30/2019

	<u>Current Month</u> <u>Budget</u>	<u>Current Month</u> <u>Actual</u>	<u>Current Month</u> <u>Variance</u>	<u>Year to Date</u> <u>Budget</u>	<u>Year to Date</u> <u>Actual</u>	<u>Year to Date</u> <u>Variance</u>	<u>Annual</u> <u>Budget</u>	<u>Remaining</u> <u>Funds</u>
<u>MH/SUD/Primary Care</u>								
Revenue:								
Fees, Reimbursements & Other Income	\$2,916	\$4,613	\$1,697	\$26,244	\$15,930	(\$10,314)	\$35,000	\$19,070
Total Revenue	\$2,916	\$4,613	\$1,697	\$26,244	\$15,930	(\$10,314)	\$35,000	\$19,070
Expenditures:								
Salaries and Benefits	\$81,792	\$77,251	\$4,541	\$742,130	\$686,446	\$55,684	\$987,507	\$301,061
Supplies and Purchased Services	9,986	4,617	5,369	92,698	66,848	25,850	119,045	52,197
Total Expenditures	\$91,778	\$81,868	\$9,910	\$834,828	\$753,294	\$81,534	\$1,106,552	\$353,258
<u>Health Promotion</u>								
Revenue:								
Fees, Reimbursements & Other Income	\$1,145	\$259	(\$886)	\$10,304	\$5,443	(\$4,861)	\$13,739	\$8,296
Total Revenue	\$1,145	\$259	(\$886)	\$10,304	\$5,443	(\$4,861)	\$13,739	\$8,296
Expenditures:								
Salaries and Benefits	\$53,455	\$52,511	\$944	\$482,591	\$443,287	\$39,304	\$642,956	\$199,669
Supplies and Purchased Services	14,989	13,220	1,769	136,496	87,770	48,726	177,918	90,148
Total Expenditures	\$68,444	\$65,731	\$2,713	\$619,087	\$531,057	\$88,030	\$820,874	\$289,817

STATEMENT OF PROGRAM REVENUES AND EXPENDITURES - BUDGET AND ACTUAL

For 1/1/2019 To 9/30/2019

	Current Month Budget	Current Month Actual	Current Month Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Annual Budget	Remaining Funds
<u>Health Care Access</u>								
Revenue:								
Fees, Reimbursements & Other Income	\$0	\$2	\$2	\$0	\$201	\$201	\$0	(\$201)
Total Revenue	\$0	\$2	\$2	\$0	\$201	\$201	\$0	(\$201)
Expenditures:								
Salaries and Benefits	\$74,879	\$63,901	\$10,978	\$676,913	\$606,054	\$70,859	\$901,550	\$295,496
Supplies and Purchased Services	14,800	7,349	7,451	134,815	76,729	58,086	173,066	96,337
Total Expenditures	\$89,679	\$71,250	\$18,429	\$811,728	\$682,783	\$128,945	\$1,074,616	\$391,833
<u>Health Info Source</u>								
Revenue:								
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditures:								
Salaries and Benefits	\$5,443	\$4,584	\$859	\$50,485	\$42,257	\$8,228	\$66,814	\$24,557
Supplies and Purchased Services	2,934	1,747	1,187	33,059	14,137	18,922	42,449	28,312
Total Expenditures	\$8,377	\$6,331	\$2,046	\$83,544	\$56,394	\$27,150	\$109,263	\$52,869
<u>Resource Development</u>								
Revenue:								
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditures:								
Salaries and Benefits	\$12,431	\$12,001	\$430	\$111,877	\$107,831	\$4,046	\$150,720	\$42,889
Supplies and Purchased Services	1,910	866	1,044	18,324	9,268	9,056	23,516	14,248
Total Expenditures	\$14,341	\$12,867	\$1,474	\$130,201	\$117,099	\$13,102	\$174,236	\$57,137

Health District of Northern Larimer County

Investment Schedule September 2019

Investment	Institution	Current Value	%	Current Yield	Maturity
Local Government Investment Pool	COLOTRUST	\$ 1,371	0.014%	1.98%	N/A
Local Government Investment Pool	COLOTRUST	\$ 8,044,705	83.520%	2.13%	N/A
Local Government Investment Pool (Children's Oral Health Care Assistance Fund)	COLOTRUST	\$ 10,175	0.106%	2.13%	N/A
Local Government Investment Pool (Oral Health Care Assistance Fund)	COLOTRUST	\$ 26,405	0.276%	2.13%	N/A
Flex Savings Account	First National Bank	\$ 172,820	1.813%	1.22%	N/A
Certificate of Deposit	Advantage Bank	\$ 137,413	1.436%	1.40%	12/27/2019
Certificate of Deposit	Advantage Bank	\$ 110,190	1.154%	1.40%	9/2/2019
Certificate of Deposit	First National Bank	\$ 113,106	1.182%	1.15%	9/6/2019
Certificate of Deposit	Points West	\$ 113,545	1.187%	1.35%	6/4/2020
Certificate of Deposit	Points West	\$ 153,526	1.610%	1.25%	4/2/2020
Certificate of Deposit	Adams State Bank	\$ 233,602	2.442%	1.29%	10/7/2019
Certificate of Deposit	Cache Bank & Trust	\$ 250,000	2.630%	1.40%	1/9/2020
Certificate of Deposit	Farmers Bank	\$ 250,000	2.630%	2.00%	6/27/2020
Total/Weighted Average		\$ 9,616,857	100.000%	2.02%	

Notes:

The local government investment pool invests in U.S. Treasury securities, U.S. Government agency securities, certificate of deposits, commercial paper, money market funds and repurchase agreements backed by these same securities.

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
MEETING
August 27, 2019

Health District Office Building
120 Bristlecone Drive, Fort Collins

MINUTES

BOARD MEMBERS PRESENT: Michael D. Liggett, Esq., Board President
Molly Gutilla, MS DrPH, Board Vice President
Celeste Kling, J.D., Board Secretary
Joseph Prows, MD MPH, Board Treasurer
Faraz Naqvi, MD, Liaison to UCHHealth-North/PVHS Board

Staff Present:

Carol Plock, Executive Director
Bruce Cooper, Medical Director
James Stewart, Medical Director
Richard Cox, Communications Director
Lorraine Haywood, Finance Director
Chris Sheafor, Support Services Director
Dana Turner, Dental Services Director
Lin Wilder, Community Impact Director
Anita Benavidez, Executive Assistant

Others Present:

Dan Sapienza, public, previous employee
Anne Hudgens, Executive Director, CSU/
MHSU Alliance
Laurie Stolen, Larimer County Behavioral Health
Jared Hall, public

CALL TO ORDER; APPROVAL OF AGENDA

Director Michael Liggett called the meeting to order at 4:02 p.m. Director Liggett noted the revised agenda, which changes the order of topics, and added policies for board consideration.

MOTION: To approve the revised agenda
Motion/Seconded/Carried Unanimously

PUBLIC COMMENT

Laurie Stolen, Behavioral Health Director of Larimer County and member of the Mental Health and Substance Use Alliance and the Health Care Sector Partnership, expressed the need for, and importance of, a comprehensive web based health resource. She reported that the Technical Advisory Committee, which includes 27 local Behavioral Health subject matter experts who advise the County on the utilization of the funding resulting from the recent behavioral health ballot issue, has prioritized the need for system mapping so they can better understand who does what in our community. A local, easily accessible, updated and enhanced HealthInfoSource (HIS) would be invaluable for system mapping and referrals. She noted that increasing service capacities and improving the continuum of care in our community won't do much good if we don't have a way for those in need to find them. She noted that she had tried plugging key terms into Google, but results came up in the millions, whereas a small, local, source of relevant information puts all the information in one place, including useful information like service-type,

specialization, age group served, the fee structure, and hours of availability for patients. Ms. Stolen noted her appreciation for a Health District that is willing to do this, and that recognizes the need for an organization willing to assume ownership, maintenance, and support to stay current, relevant, and useful. It is an invaluable resource for our community.

Ann Hudgens, Executive Director of the CSU HealthNetwork, noted that she has been an active member of the Mental Health Substance Use Alliance for more than 15 years, and is currently the chair. She recalled the half-day retreat that the Alliance held where members of the group were assigned roles (as a person in need of assistance – a person in crisis, a mom who has a son or daughter who has a substance use disorder...etc.) and given the task of trying to navigate finding the services that individual would need. It became very clear that it is really difficult to navigate to effective resources, where they were, whether or not they were taking new clients and more. An outcome of that exercise was to prioritize creation of a better hub that allows people to find what they need. In this era of extensive information, the difficulty of assimilating it is real, and HIS is an important resource for the community, mirroring the work of the Alliance to connect people to the right resources at the right time. This generation navigates their lives through the Internet, and though it takes an investment, that investment can turn the tide for people in need.

Dan Sapienza, who formerly worked at the Health District as Policy Coordinator, attended as a member of the public to express his opposition to HIS. He noted that he also worked as a web developer, and that one platform/approach was to use the Lean Startup approach. He described the approach as one which uses a build, learn, and iterate approach; one builds a product to see if people use it, then pivot as appropriate depending on what you find out. He noted that there have been various board meetings since 2017 that have discussed HIS, originally proposed to launch October 2018. In August 2018, the budget for development was estimated at a maximum \$88,000, but with the first RFP, all bids were over budget. With the new RFP process, the Board approved a budget up to \$115,000, but at the next meeting a potential \$130,000 was indicated. He noted that lean startups are meant to avoid this by starting with a minimum viable product (MVP) – in this case, a central clearinghouse of information that is updated, current, available, to see if people want to use it. He believes that there is already a MVP with the current HIS, and stated his opinion that nobody uses it. His opinion is that the project is spending \$400,000 for a website, and that it is tackling a problem that doesn't exist. The problem, from his perspective, is that there aren't enough mental health professionals.

Jerrold Hall noted that he seconded everything that Dan had said. He is a software engineer and noted that he was there to gain clarity about the project.

PRESENTATION, DISCUSSION AND ACTION

- Health Info Source Redevelopment – General Approval of Vendor Contract – Lin Wilder

Ms. Wilder gave a presentation entitled “Creating a New and Improved HealthInfoSource.Com: What it Is (and can be) and Why It's Important.” She noted that HIS is far more than just a website; it is a solid foundation for the efficient, effective behavioral health system we are trying to create, and a critical resource for our Connections program and other professionals who connect people to behavioral health services; it is THE foundation upon which Connections is built. The key focus of the updated HIS is on behavioral health information. The goal is to help residents make the best, most informed health care decisions, and to sort out the most important and reliable information amongst voluminous information. The new iteration plans a robust but

simple to navigate, easy to use, neutral, local tool. Resources currently available on the web have many gaps, and do not offer neutral information; providers have to pay to be on the key source of information. The redesigned tool is intended for the use of care coordinators, discharge planners, transition of care coordinators, providers, health and human services organizations, and the public, and will include more detailed information, several new features (including mobile-friendly, mapping, ease in updating, ability to save and share lists, ability for professionals to include and share notes on services, health guides, and more), and far better search and filter capabilities than are currently available. It is being designed as a more efficient way to get people in need connected to the right resource, at the right time.

Consumers consistently report that it is incredibly frustrating to try to figure out where to go for behavioral health care on the web. Searches are often confusing, lead to voluminous information but limited relevant information, and often don't answer their key questions. Insurance provider lists have very limited information about the providers listed. This redeveloped tool is being designed to better meet those needs.

Staff are working hard to gather information from multiple sources to assure that the redesigned system will work well for their needs, and are doing the groundwork to build a system that identifies the right resources for an individual's need.

It will be a comprehensive system with no cost to providers, easy for providers to use and update, as well as a tool for provider-to-provider referrals. The ease of use for providers helps assure quality, updated information. The system allows for specific information that referrers and the public often request, such as providers who prescribe Medication Assisted Treatment for addiction, providers from the LatinX community, provides with specific specialties, etc.

Ms. Wilder noted that in 2015, the Health District installed filters in Google Analytics to more accurately report site usage, eliminating website visits from 'bots', routine maintenance performed by staff, staff usage, and visits from users outside of Colorado. In late 2018, the numbers were again adjusted to eliminate some usage by staff that had not been caught during a Connections staff office move. Although the current HealthInfoSource.com website is using very old technology and has very little advertising, market, or outreach due to the impending redesign, the number of remaining unique users (external to staff) in 2017-2018 averaged about 11,800, and the projected 2019 external utilization is about 8,300 users.

Organizations currently linked to HIS on their website include the Poudre School District, Fort Collins Area Chamber of Commerce, Associates in Family Medicine, Larimer County, and more. Participants in several professional focus groups indicated that for those who used HealthInfoSource, the behavioral health resources were the most helpful part of the site and were often used to find the right providers for their clients' needs. Staff from key partners (like schools and physician's offices) indicated that they use even the existing website daily, but that they would use it far more, and it would be incredibly more valuable, if it were improved.

Consumers participating in focus groups indicate strong interest in comprehensive, local, and routinely updated provider directories, with high interest in behavioral health resources. They requested health guides to help navigate the health care maze, and information on local relevant classes, support groups, and community events. They noted the difficulty in the layperson understanding the differences between various services (such as therapists, psychologists, and

psychiatrists), and asked for information that would help them sort out their needs and the best professionals to help them address those needs, and tools to help them understand what questions they should consider asking.

While it is challenging to project utilization for any website, there are nearly 90,000 behavioral health related web searches annually in Larimer County. If even 15% of those found and used HIS, that would equate to over 13,000 public users each year. In addition, Connections makes approximately 8,000 referrals every year; if half of those were made through HIS, it would be another 4,000. There are an estimated 500-700 other professional users who would find the new tool useful in working with their clients, which would boost utilization even more. And the tool is anticipated to be critically important to the success of the connections and referrals that will be needed back and forth between the new behavioral health facility being planned.

Ms. Wilder noted that there are three budget phases, including the current Development Phase (Sept '19 – May 2020) the Startup Phase (Spring and Summer 2020), and the Maintenance Phase (ongoing). Costs for the project include existing content staffing for content development, project management, the development vendor, website hosting and maintenance, and eventually project coordination. A Project Manager is currently on staff to assist in the first two phases. For the third phase, a very part time coordinator will be hired, and there will be a need for slightly increased FTE for existing content specialist time. The cost for the vendor developing the website increased from an original estimated \$88,000 for reasons that include added features, requirements for added security measures, and bids coming in higher than anticipated; the current estimate is for a maximum of \$130,000.

In summary, Ms. Wilder noted that HIS is critical for our services because: it results in greater efficiencies for our staff at Connections, helps meet the needs of other professionals; gets people to the best place the first time; meets the needs of skyrocketing demand for Behavioral Health information; provides better customer service for clients seeking care from a stressed workforce; helps people understand the new service offerings; strengthens the HD and Connections visibility and brand; and supports more informed healthcare decisions for some of our most vulnerable community members.

Staff from the Health District's Connections Program added information. Kristen Cochran-Ward, the Mental Health Connections Program Manager: noted that between Jan 1 – Aug 27, 2019, her team gave out over 9,000 referrals, and now anticipates 13,000 for the year. They use a variety of sources of information, but the team has made 1500 phone calls to private providers in the community to ascertain their specialty and availability. They do use the current HIS, but in its present form, it is clunky, its layout is outdated, and it is not user friendly. The improved product will significantly decrease the amount of time staff is taking to get the information – creating efficiencies that leave them more available for the work they are meant to do.

Michelle Clark, Behavioral Health Provider Supervisor and Tasha Steinbach, Behavioral Health Provider at Connections, spoke briefly about their perspective on HIS: Ms. Clark has been here for 8 years and has seen first-hand how hard it is for individuals to navigate the behavioral health world. They currently have to use a variety of work-arounds to get people the information they need, and some important information, like comprehensive information on substance use services, are lacking in comprehensiveness and good search capabilities. Ms. Steinbach noted that she regularly works with clients who ask questions about potential therapists, and there is a

clear need for information about all providers (not just those who pay to be on websites). She noted that she regularly needs to search for specific specialties or features, such as an ADA accessible office, or evening/weekend hours. She noted that if you have never had to try to find help, you might not understand how difficult it can be – but they hear it daily from consumers, and that it only takes about 2 phone calls for a client to give up and not pursue seeking needed services. She noted that by the time clients get to us, they typically need help now – and this new, improved tool is really vital to getting them connect to the right help quickly.

Ms. Plock noted that reasonable people sometimes disagree, and can agree to disagree. She reiterated that staff have done a great deal of work over the past two years to understand community need and craft a solution that would meet multiple needs. While our own staff need comprehensive information, other community coordinators and providers also rely on this information – and if it were more useful, with added information and features, it would make a big difference in meeting clients’ and the community’s needs. Since the need for information is greater than Connections staff’s capacity, it’s important to have it available for the whole community at all hours. This is a project that is far more than a website; it is an important tool that connects people to the services that can help them meet critical behavioral health needs.

MOTION: To grant general approval to move forward with a vendor contract for HealthInfoSource.com redevelopment, not to exceed \$130K
Moved and Seconded

Board Discussion: Board Director Prows noted that the concept of this tool is great, but that what needs to make sense to him is the use of the funding, current and future. He is concerned about whether we can develop a useful tool moving forward. In responding to the current expenditures, Ms. Wilder noted that we have an active website with regularly updated information, and the content specialist is actively engaged in gathering and updating information. Current expenditures in the Operational budget (YTD \$29,269) are for salary and benefits for content management, fixed costs, some of Lin’s time, and a small bit of community outreach. Reserve spending includes funding for the Project Manager, and the upcoming development vendor. Ms. Haywood noted that a portion of the budget for HIS is for allocated fixed costs expenses – all programs have allocated expenses that are designated for overhead costs, based on FTE. He noted that he would like to have more information on budget. He also had a concern about the timing, noting that based on the original timeline, the system have been launched by now. Ms. Plock agreed, adding that, as is the right of the board, they have asked additional questions at every stage, which has significantly extended the timeline to resolve those questions. She also noted that the current product is still being used and impacting lives, which requires staffing.

Director Gutilla noted appreciation for the community engagement of stating opinions on this issue, both through emails and presence at the Board meeting. Since the Board wants this to be “Our Health District,” it’s important to welcome community comments. She noted that this project requires a significant expenditure, that community opinions differ, and that it is important to consider its value. She is interested in objective, quantifiable evidence of HIS’s impact, and asked the board to consider whether it wanted to invest in an intervention that is not an evidence-based practice. While there is proof that something like Larimer Health Connect increases access to care, there is no proof that this service can impact community health.

Director Naqvi noted that he is taking a business perspective in terms of resource allocation and return on investment. From his perspective, if we used this amount of funding to hire a physician or counselor to serve people, there would be an impact, but the number of people served would be quite limited. The potential of this service is to connect far more individuals to the care that they need; in his view, HIS has the potential to have a massive impact – if it works, the potential return on investment would be a homerun. He acknowledged that in all projects that are nascent like this, the impact is speculative. But looking at the trends in the growth of our community, the rapid expansion in substance use and mental health needs, and the reality that utilization of the internet as a means to gain information is growing exponentially, he views this as potentially transformational. While it could be fraught with risk, the potential for success is there, and it seems to him that the Health District would want to be in front of that wave. He also noted that a good website requires adequate expenditure; they are not inexpensive.

Director Kling expressed the thought that it doesn't seem fair to measure success based on the old website when we know it isn't working well. Her opinion is that since we have gone out and done focus groups and talked with our partners in the community, and they are asking for the changes that would create something that works well -- if we can avoid redundancy of services and have a website that is neutral and modern to make these connections, we are doing our job. In particular, she noted that if we can use this tool as leverage to free up the time of those people who work to connect people to work with more clients, and get more people to the behavioral health services they need, we can maximize the amount of services in our community. She believes that behavioral health is one of our highest priorities, and that it is worth the risk.

Director Gutilla noted that there are trade-offs, and directed a question to Kristen Cochran-Ward, Connections Manager, "If you were given that funding and could spend it in whatever way you see fit to assist CAYAC and Connections, how would you use it?" After thoughtful consideration, Ms. Cochran-Ward answered that her first emotional/gut response would be to hire more staff, because the demands for our services are high and we don't have enough professionals to serve everyone. However, when she considers the whole big picture, she noted that it's important to look at the efficiencies. The time that staff are spending to gather information that is not readily available wastes a lot of time. The reality is that both are true: Connections needs more staff, and staff have to have access to updated resources and information at their fingertips. We need both – we can't have one without the other and get good results in our program.

Ms. Plock noted that her job in entering the budget process is to look at both of those needs and try to balance them out, since we are aware that both are very important. She shared some insight gained by multiple conversations with community care coordinators: they can't coordinate care well without the right information. While just a few years ago, we had a handful of care coordinators in our community, we now have over 100 care coordinators daily working to identify, and connect people to, services.

Director Gutilla reiterated her concern about choosing a solution that is not an evidence-based solution, and her interest in measuring the impact (not just use). Director Prows noted his concern that the Health District's expertise is not web design, and that if the result is not spectacular, we could face public criticism. Staff noted that the reason for hiring a Project Manager with years in the technical field was to fill in that gap, and that a top priority is to be sure that our vendors are highly qualified. Director Naqvi noted that the project also has the

potential to give a big boost to community support, noting that when the world is changing as quickly as it is, you've got to attempt to stay in front of it and that with the trends now, the effort is absolutely worth the risk.

Director Gutilla acknowledged that there were strong emotions and personal opinions involved in this discussion, and noted that this has nothing to do with personalities or personnel.

Director Liggett stated that, from his perspective, this is a good, forward-looking move for the HD. He values the opinion of the professional staff who have walked us through this to get a competent answer at the best price.

MOTION: To grant general approval to move forward with a vendor contract for HealthInfoSource.com redevelopment, not to exceed \$130K

Moved and /Seconded/Carried 3 – 2

Yay: Directors Naqvi, Kling, Liggett; Nay: Directors Prows, Gutilla

PRESENTATION

- **Upcoming Triennial Community Health Assessment – Bruce Cooper**

Dr. Cooper noted that staff members are excited about the Triennial Community Health Assessment process, and proceeded with an overview of what's coming. Noting that the Health District regularly creates logic models, he noted that this Assessment process has many stages, and starts with collecting collecting data, and ends with making decisions on interventions expected to improve the health of the community. The information is valuable both internally, and to other organizations in the community. This is the 9th triennial review over 24 years.

Triennial Assessment Components

The components of our triennial assessment include a random-sample community health survey, community discussion groups, utilizing secondary data to further describe our community, a compilation of trends at the local, state and national level, and disease and risk factor burden estimates. The process is to compile and assemble the data, then take the time to study and analyze it. This provides strong, quality CHA data and products which drive improvement in community health status. After review by the Board, the Evaluation Team disseminates the data to the community. The goal is use of the data for good decision making on programs, services, and policies. The process can help transform our community, through providing information insight into emerging issues, and building collaborative approaches to issues.

The random sample survey (12,000 households will be invited to participate) is about ready to launch, after a year of development. Questions are included on topics in the areas of health behaviors, physical health, oral health, mental health, chronic pain, substance use, access to health care, social determinants of health, and policy options. In the area of social determinants of health, questions have been added around housing, access to childcare, substance use questions, and attitudes around mental health and SUD treatment. The Evaluation Team has been working really closely with Weld County who is doing a similar survey process and we have figured out efficiencies that will now allow us to be general

contractors for the survey - managing some of the components, and contracting out others. The survey will be launched in September and fielded through late November – both mailed and online surveys in both English and Spanish in September. Discussion groups will be held in October. Staff compilation and analysis of those, as well as gathering further information and completing the burden of health estimates, will take place in early 2020, and results will come to the Board in advance of the April 2020 Board retreat.

Director Gutilla noted Fort Collins is considered a great place to live, but that is not true for everyone. She wondered whether there were methods that would help to reveal the disparities that might exist for marginalized populations, such as LGBTQ, those with low incomes, Latinx, etc. Dr. Cooper responded sometimes information is available, but some populations that we would like to have more information on are under-responders. The strategy last time was to oversample census tracts; this time, we will be adding extra mailings, and double stuffing envelopes Spanish and English surveys. We are also working on getting the word out that it's worthwhile to fill out the survey, and asking local organizations to help spread the word. A website has been developed that explains the survey. Some of the questions in the survey have been changed to specifically address some of those underrepresented populations.

PRESENTATION, DISCUSSION AND ACTIONS

- Key Bills for 2019 Legislative Session – Alyson Williams
- Board Policy Survey Results
- Three policies for consideration: Federal, State, Local

Late breaking issues:

Local – The PSD Health Education Requirement for graduation was abruptly cut off in the 2018 school year, resulting in lower numbers in health education classes. The Partnership for Healthy Youth has been made aware and a group is presenting to the Wellness Advisory Council for Schools, the District Advisory Board, and the Board of Education to request reinstatement of the health education requirements, and possibly include social and emotional learning, into the curriculum. At a minimum, the request is that it should be a prerequisite for any other wellness class offered. The decision to eliminate the requirement was not well known.

Board discussion included the importance of sex education in the schools, and the value of social and emotional learning. The Board asked that the Health District be involved in advocating for reinstatement; Alyson will get in touch with the ad hoc grouping working on the issue.

State – HCPF released their draft application for the 1115 waiver to provide more comprehensive substance use including inpatient residential treatment. The Board gave permission for the Health District to enter comments if they seemed indicated (to be approved by the Board President).

Federal – The federal administration is proposing elimination of broad-based categorical eligibility, which is a process that allows a person who is eligible for TANF to be categorically eligible for SNAP, without a separate asset test. This is important for child nutrition because once families have SNAP, kids receive free school lunch. If this proposed rule goes through, it is estimated that approximately 33K people in Colorado would drop off of SNAP (including 11,000

children). Comments are due on September 23. The Board granted Alyson permission to draft comments in opposition to this rule.

2019 Key Bills:

HB19-1004: Proposal for Affordable Health Coverage Options. HCPF and DOI are developing a proposal, often called the public option, to get a health plan on the market that is more affordable and accessible. They are having stakeholder meetings across the state, but there is not yet any indication of what that plan might look like. They are required to have a draft report ready around September 30, with the final report due on November 15, and implementation in 2021. It's an incredibly complex issue. Questions they are investigating: What would be the ideal solution for consumers? What is affordable? What is the cost of care?

HB19-1033: Local Governments May Regulate Nicotine Products. Towns and counties are already starting to discuss whether to implement this, and how. In Larimer County, Communities that Care is working on draft policies. Potential topics for consideration include: moving the age to purchase tobacco to 21, requiring licensure of tobacco retail shops, taxation, banning flavors, etc.

HB19-1168: State Innovation Waiver Reinsurance Program. The Federal Government has approved the waiver, and insurers are getting their final rates to the DOI, in late Sept/early Oct. They are proposing a 15% drop in rates, but it could be as much as 25%. It affects those who purchase their insurance on the individual market on the Connect for Health Colorado exchange.

HB19-1174: Out-of-Network Health Care Services. Otherwise referred to as “surprise billing,” efforts have begun to determine how they will put these caps in place and how the arbitration will work. Rulemaking will be done by DOI; one of the challenges is how to be sure the intent of “holding the consumer harmless” is met.

HB19-1216: Reduce Insulin Prices. The bill that capped the costs to an individual at \$100 per 30-day supply of insulin. Rulemaking just came out on Sunday, identifying the Pharmacy Regulations for the Board of Pharmacy to uphold.

HB19-1237: Licensing Behavioral Health Entities. There is an advisory group pulling together all the disparate regulations on substance use and mental health facility licensing and working to define how it will work under one house.

HB19-1269: Mental Health Parity. Implementation is in progress. Data from insurers is being gathered and full batch of data is anticipated in September. DOI will be searching the data for existing gaps in parity compliance.

SB19-005: Import Prescription Drugs from Canada. The Canadian response has not been positive; they are concerned about their own costs rising and possible shortages of drugs. The Trump administration has said they are in support of this, and are looking at issuing guidance as to how states would apply to the program for Federal approval.

Board Policy survey:

Alyson reviewed the survey responses, noting that the overarching measure of engaging in policy

work is relevancy to the mission and values of the organization.

In general, all board members use the analyses in making decisions, and most felt the policy presentations held an appropriate level of detail, length, and were clear and concise. Regarding the length of analyses, Board members wanted to be sure that in the future, there is a clear summary of the, issues, with longer analyses attached (when time permits). That way, those who want to read the summary only, can do so (whereas it is often important to have more complete information available for legislators and other decision makers).

It was noted that one of the key values of the Health District analyses is that we are one of very few organizations that provide analyses with cover both sides of an issue. Board members noted that they were satisfied with the legislative tracking process. In addressing whether the current process allows for appropriate discussion and questions from the Board, a board comment was that it is sometimes hard to know when to jump in to discuss an issue thoroughly; that is an issue that the Board can take up. In the future, policy staff will be more closely tracking local policy issues. During Alyson's leave, Karen Spink will be on policy point.

UPDATES & REPORTS

Executive Director updates:

In the interest of time, this report was postponed. Director Gutilla noted the importance of developing a relationship with Larimer County Department of Health and Environment Tom Gonzales. Ms. Plock noted that they had been in several meetings together, and that she is in the process of setting up a meeting with him, as well as a meeting between the two Executive Directors and the two Medical Directors of the organizations.

UCHealth-North/PVHS Board Liaison Report – Director Naqvi

Their Board meeting was on August 21, where it was reported that UCHealth experienced their first financial challenge to the system in two years, due to a variety of factors which may include admission rates, payer mix, and a trend toward observation stays in hospitals vs. admissions (observations are paid per hour, while admissions are paid per day). Greeley Hospital is doing very well, though some of the business may be coming from MCR. Trend in outpatient services is growing rapidly.

On the political front, HCPF has been making presentations that don't reflect well on hospitals. The hospitals believe it's important to share information with legislators so that they will understand how many Medicaid patients they serve, and how critical they are to the safety net – which is likely to be an effort this fall. The hospitals are working on understanding the impact of the public option concept, or other options that might be considered for payment systems. They are extremely concerned that current public option proposals under consideration could not only sink hospital margins, but have hospitals go into the red.

PUBLIC COMMENT (2nd opportunity)

Dan Sapienza noted his support for commenting on the SNAP issue (elimination of broad-based categorical eligibility). He noted that although Larimer County is involved in both TANF and SNAP locally, the county determined that they will not make any public comment on the issue, and he noted that there are 1,000 families in Larimer County potentially affected by this issue. On the HIS topic, he thanked the Board for talking about and debating the topic. He noted that

he was somewhat uncomfortable with the process; that the emails that were sent should be in the public record, and that he thought staff reports should be neutral rather than answering the concerns he raised in his email. He reiterated his belief that HIS is a program that is a waste, and that he will continue to watch. It would also be good for the Health District to make some changes to better welcome people.

Jared Hall expressed thanks to Director Gutilla. He felt her comments were excellent and he is grateful for her perspective.

CONSENT AGENDA

- Approval of August 14 Board Meeting Minutes.
- Approval of June 2019 Financial Statements.

MOTION: To Approve the Consent Agenda as Presented
Motion/Seconded/Carried Unanimously

ANNOUNCEMENTS

- September 24, 4:00 pm, Board of Directors Regular Meeting
- October 16, 4:00 pm, Joint meeting with UCHealth North/PVHS Board
- October 22, 4:00 pm, Board of Directors Regular Meeting

ADJOURN

MOTION: To Adjourn the Meeting
Moved/Seconded/Carried Unanimously

The meeting was adjourned at 6:35 p.m.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Michael D. Liggett, Esq., Board President

Molly Gutilla, MS DrPH, Board Vice President

Celeste Kling, J.D., Board Secretary

Joseph Prows, MD MPH, Board Treasurer

Faraz Naqvi, MD, Liaison to UCHealth-North/PVHS Board

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
MEETING
October 24, 2019

Health District Office Building
120 Bristlecone Drive, Fort Collins

MINUTES

BOARD MEMBERS PRESENT: Michael D. Liggett, Esq., Board President
Molly Gutilla, MS DrPH, Board Vice President
Joseph Prows, MD MPH, Board Treasurer
Faraz Naqvi, MD, Liaison to UCHealth-North/PVHS Board

ATTENDED BY PHONE: Celeste Kling, J.D., Board Secretary

BOARD MEMBERS ABSENT:

Staff Present:

Carol Plock, Executive Director
Karen Spink, Assistant Director
James Stewart, Medical Director
Richard Cox, Communications Director
Lorraine Haywood, Finance Director
Chris Sheafor, Support Services Director
Lin Wilder, Community Impact Director
Anita Benavidez, Executive Assistant

Others Present:

Rich Shannon, Public
June Hyman-Cismoski, Public
Katy Kohnen, Public
Andrew Boesenecker, Clergy/Public
Elaine Branjord, Public

CALL TO ORDER; APPROVAL OF AGENDA

Director Michael Liggett called the meeting to order at 4:05 p.m.

MOTION: To approve the agenda as presented
Motion/Seconded/Carried Unanimously

PUBLIC COMMENT

Rich Shannon, 2906 Silverwood Drive, Fort Collins – a volunteer representing the Colorado Foundation for Universal Health Care attended to request that the Health District join a national movement led by National Nurses United and 25 co-sponsoring organizations, by passing a resolution encouraging our city, county, state, and national elected representatives to do all they can to support a thorough evaluation of one or more models of improved Medicare for all. Mr. Shannon noted that the request is related to several statements in the Health District's vision, strategies, and values. He stated that while the solution to our health care problem is ultimately a national solution, the impact caused by the current expensive, complicated, and dysfunctional health care system is very local, impacting individuals, families, and businesses. Medicaid has been a critical element of our patchwork of health care financing programs but it can also lock people into poverty due to the financial cliff. The high cost of health care also impacts people's

ability to pay for housing and child care. He stated that all major social change starts at the local level, and that fear, uncertainty, and doubt cause inaction – and that an unbiased assessment of one or more models of improved Medicare for all would help inform decisions. A resolution can be prepared for the board’s consideration at the November meeting.

June Hyman-Cismoski, 1317 S. View Circle, Fort Collins – is representing the League of Women Voters of Larimer County. In 1993, after two years of study, the League of Women Voters of the United States adopted a position of support for a basic level of quality health care at affordable costs for all US residents, which was reaffirmed in 2010. The League favors a national health insurance plan financed through general taxes to provide universal health care. Ms. Hyman-Cismoski stated that the existing health care system is so deficient for many people, stops our community from being what it could be, and that no one should have to make decisions about marriage and divorce based on the status of their health care coverage, nor lose their home or fall into bankruptcy due to health care bills. The League of Women Voters of Larimer County requests the Board’s support of a resolution encouraging our elected representatives to endorse the modeling of one or more comprehensive approaches to universal health care, so that the public can learn about the specific benefits to our families, businesses, and communities.

Rev. Andrew Boesenecker, 2136 Sheffield Drive, Fort Collins – Rev. Boesenecker expressed appreciation for the opportunity to offer comments related to the continuing crisis for many in our community – the lack of affordable health care. As a member of the clergy, his role is often to comfort individuals and families in moments of crisis, and a consistent concern that often dominates those moments is: how am I, or my family, going to pay for this? He considers it a tragedy that in these dramatic situations, people must consider the financial impact of seeking care as opposed to focusing on the health that our health care system should offer everyone. He has become convinced that what we are doing and how we are doing it is broken, that health care is a human right for all people, and that we cannot ignore the ways in which our current health care system has often meant individuals losing their home and life savings in exchange for life-saving and medically necessary care, creating undue burden on the sick and dying. He urges the Health District to explore the ways in which improved Medicare would align with the Board’s priorities, and support improved health care for all.

Board members indicated their interest in considering a resolution at the next meeting.

PRESENTATIONS

- Quit Tobacco Program: New Approaches to a Persistent Problem – James Stewart

Dr. Stewart, Medical Director, Rosi Davidson (tobacco treatment specialist), and Kate Ward (program specialist for the health promotions program) attended to speak about the persistent and significant burden that tobacco continues to present to our community.

Dr. Stewart reviewed information about the health impact of tobacco, which remains the leading cause of preventable disease, disability, and death, killing one of every two users. Not only does it continue to have massive impact on direct health outcomes in morbidity and mortality but it impacts our nation’s children through second-hand smoke, and costs billions for taxpayers. Tobacco is linked to one of three cancer deaths, 90% of lung cancer deaths, 80% of COPD deaths, and 25% of cardiovascular disease deaths. Despite historic lows in tobacco use – wins in the form of policy and culture shifts - there are significant disparities,

including its use by about 25% of those without health insurance or on Medicaid, and increased utilization by those with disabilities, LGBTQ, and those with substance use disorders and serious mental health disorders. Less than ten years ago, a completely new form of delivering tobacco entered our community, targeting youth – vaping. In a recent survey, about 26% of Colorado high school students reported having vaped in the prior month.

Locally, BRFSS data show that we are slightly below the national average in prevalence of adult smokers, at 13.4% (our last Health District community health survey indicated a lower rate, at 8%). Extrapolating those data, there are an estimated 27,400- 45,970 current adult smokers in Larimer County. Survey data indicate that about 70% of smokers reported an attempt to quit in the prior year, which indicates that about 25,700 were at a stage of change where they were ready to quit, which indicates a significant number of potential clients for our Quit Tobacco Program services. There are no other services like ours in the community, which are based on best evidence and practices for tobacco cessation.

Rosi Davidson is a Tobacco Treatment Specialist with 18 years' experience. She presented an example of how when one person quits smoking, there can be a significant “ripple effect” as they influence other smokers. In a case example, she worked with a couple who had a child with severe allergies. Both parents quit, and over time, the allergies were cleared up. The couple referred a coworker with four children to get smoking cessation assistance, who also referred two other people. The couple also referred two other people, who in turn referred two more – in the end, 14 people were impacted. Policies, ordinances, laws, and increases in taxes are very important, but one on one assistance is also needed – it makes a difference, and when other smokers see a success, they often say – ‘if she can do it, I can do it.’

Kate Ward spoke of the Health District “Commit to Quit Pilot Program” which is an attempt to bridge gaps in tobacco treatment after hospitalization. The concept is that if a patient can receive nicotine replacement therapy (NRT) and receive linkages to services while they are still in the hospital, they will be more likely to utilize the program after discharge. The Pilot Program includes screening and counseling, a discharge plan, and a link to services. Patients receive two weeks of NRT and a quit smoking bag that includes patches and lozenges.

Another model for smoking cessation – the Ottawa Model for Smoking Cessation, developed by the University of Ottawa Heart Institute – has developed an inpatient tobacco treatment model and studied its impact. Their model provides evidence-based treatments in hospitals, and has resulted in impressive outcomes, including 35% of smokers receiving inpatient cessation treatment being smoke-free at 6 months (compared to 20% of usual care patients), and being 50% less likely to be readmitted, etc. The Health District is investigating the potential of using this model to offer care in the inpatient setting. An online calculator of Return On Investment (ROI) from the ‘Meds to Beds’ Program indicated that Poudre Valley Hospital serves about 1,600 smokers in a year, and that a .65FTE tobacco specialist working with those smokers would cost about \$82,000, but yield about \$11.8 million in potential one year cost savings.

Dr. Stewart noted that we are somewhat habituated to the significant burden of disease from tobacco use, but the cost on society and individuals are substantial and current – particularly among some of our most marginalized populations. Our impact can’t always be measured

precisely, and our efforts ripple far beyond Health District walls. We are reinvigorated by the potential of doing a more targeted Quit Tobacco Program in hospitals. The Meds to Beds Program would be our opportunity to be pioneers in community tobacco treatment, with a potentially huge payout in quit rates and in money saved for the health care system.

DISCUSSION AND ACTIONS

- 2020 Draft Budget: Key Factors – Carol Plock and Lorraine Haywood

Ms. Plock reviewed the history of property tax revenue, noting that the 2020 revenues are anticipated to be higher than normal; they have been this high only two times since 2002. She shared a handout listing the current board priorities, which were consulted as the budget was developed; the Board has especially indicated its interest in putting CAYAC as a high priority in recent discussions.

In reviewing Key Elements in budget development, she noted that the estimated increase in revenues in 2020 will be about \$1M from taxes, or a 13% increase, plus about \$240,000 from other income, which includes some reimbursement from Salud and FMC for Integrated Care behavioral health services.

In developing the budget, there were four areas of focus: 1) maintaining key health services after grant expiration, and expanding key health services; 2) building to adequate staffing for the work we are doing; 3) keeping staff pay near or close to market ranges; and 4) having adequate space for our programs – continuing to plan for a new building in 2022. A comprehensive analysis in 2017 indicated that it is more cost-effective to purchase/build a building than to continue to lease space, and at that time a plan was developed to retain enough reserves to secure/build a building in 2022 for move-in in 2023.

A review of key program changes included some minor and some significant staffing increases in Connections - Adult and CAYAC, Integrated Care, Community Impact Team – Mental Health and Substance Use Alliance, Larimer Health Connect and Health Care Access, Dental Care, Advance Care Planning (no increase; maintenance of one FTE as grant ends), and Health Promotion, as well as in Administration.

In planning for adequate space, CAYAC is moving into the Mulberry building in November, locating both Adult and CAYAC services in the same building. In looking for a building, one option might be to purchase and renovate that building, but all options will be considered. Estimates currently show that a 15K square foot building would cost about \$5M (all costs), but building costs are expected to rise. We continue to accumulate funds in reserves for the capital expenditure. Goals for the location are: easily accessible, good parking, access to public transportation, include some space for growth, and a larger meeting space.

Ms. Plock shared the tool that she uses to estimate that we will have adequate reserves going out for 5 years. She noted that there are several items that we use reserves for (in addition to the projected building), such as capital improvements and non-capital equipment upgrades, or that are required to be reserved. Reserves are also used to have flexibility in time-limited projects and programs. The Board has a policy that reserves will not fall below \$1M, and the State requires 3% emergency contingency in encumbered reserves.

In Board discussion, one Board member requested to see the year-end balance sheet for the last three years; finance will get that to him. Another Board member wondered what the budget was like during the lean years of the recession; staff will look that up. Another Board question was whether Specific Ownership (SO) taxes are changing much; staff responded that it has leveled out in the last couple of months – the amount in the budget is a conservative estimate due to uncertainty about the future. There was also a board question about whether we ever take the issue of ‘living wage’ into account during the market analysis, since the County had recently completed a living wage study. Although that has not been a factor in the past, it could be considered for the future. A final comment from a Board member was that there have been increasing discussions about whether organizations should stop providing unpaid internships, since those with more financial stability are more able to accept them, while those with less need to find paying jobs. Staff can analyze what impact that might have.

- Process for Board Self-Evaluation & Policy Review (Mini Retreat) – Molly Gutilla and Carol Plock

Director Gutilla reminded the Board that, at the last retreat, there was discussion about doing a self-evaluation. One mechanism to accomplish this is to review our policies, have board members discuss their interpretation of them, and discuss how we (board members) are doing to meet the intent of the policies. An example template, based on one that Frank Lancaster shared at the retreat, was distributed as a possible tool for how we might look at each specific policy.

In discussing a process for implementing the self-evaluation process, Director Gutilla proposed that the Board could have a mini-retreat; another option would be to tackle it as an ongoing work process, creating a way to look at a certain number of policies in a given time frame. The Board was in favor of having a half-day mini-retreat, including in the retreat the topic of the culture of communication, using a facilitator that has worked with the Health District in the past. The scope of content is to be determined, but it will likely include some pre-work in preparation for testing out the template at the retreat.

UPDATES & REPORTS

Executive Director updates

Regarding work on the expansion of behavioral health services resulting from the ballot issue passed in 2018, Larimer County has now launched its behavioral health facility design process; it is a complex process to sort out all the applicable regulations, since this is a facility that will combine services that haven’t been combined before. The Behavioral Health Technical Assistance Committee is making a series of presentations to the Policy Advisory Committee, to help them make sound decisions on the funds for community behavioral health grants, and we assisted in a presentation on Early Identification and Early Intervention in Mental Health and Substance Use Disorders. Funds for the grant program are \$1M this year, and \$2.5M in future years. A facility in Arizona has done remarkable work in developing an effective crisis center for those in behavioral health crisis; those planning services may do a site visit. Our Community Impact Team (CIT) is working on mapping remaining gaps in behavioral health care.

In other news, our mental health staff were on stand-by in case it was needed for the Glacier View fire; we are part of the mental health response in the case of disasters. The Medication Assisted Treatment (MAT) in Jail Grant was received, and our team is working on subcontracting for the services. The program has begun and is already quite active in the jails. Our Community Health Assessment Discussion Groups take place next week, and staff have been very busy organizing ten groups in 3.5 days. Carol met with Tom Gonzales, Director of the Public Health Department, and the ED's will be meeting with the Medical Directors from both agencies in a few weeks.

If Board members have any questions or concerns with the Draft budget, please direct them to Ms. Plock before the next meeting, since time will be short to make any changes by the final deadline. Also, a reminder that it is essential that we have a quorum of members at the December 12 meeting, when the budget must be approved.

UCHealth-North/PVHS Board Liaison Report – Director Naqvi

There was discussion prior to the joint board meeting about the new proposed 'state option' – which would set up a rate-setting benchmark at 175% of Medicare for hospital care. It is estimated to impact only 190k people in the state (those who buy health insurance on the individual market), but the concern is that the insurance companies might pick it up and use it in commercial contracts as well. Some pro forma analysis has been done; since PVH and MCR are two of the most financially healthy hospitals in the state, they could be hit particularly hard with a rate-set. Another piece of the State option is the creation of "centers of excellence," which could force consolidation of services.

PUBLIC COMMENT (2nd opportunity)

No public comment.

CONSENT AGENDA

The August 27 board meeting minutes were removed from the Consent Agenda.

Remaining Consent Agenda

- Approval of August 2019 Financial Statements.
- Approval of September 24, 2019 Board Meeting Minutes.

MOTION: To Approve the revised Consent Agenda as Presented
Motion/Seconded/Carried Unanimously

The Board had a brief discussion about how detailed minutes should be; some prefer brief, and some more detailed. There was also a question about when a Board member name should be included when they are asking questions during discussion. A discussion about minutes will be added to the mini-retreat agenda.

On the August 27 minutes, staff will make a correction on the first full paragraph of page 8, where an 's' and the word 'is' were left out, and will check the tape for a final public comment that may not have been included.

MOTION: To Defer Approval of the August 27 minutes until the November board meeting.

Motion/Seconded/Carried Unanimously

ANNOUNCEMENTS

- November 12, 4:00 pm, Budget Hearing & Board of Directors Regular Meeting
- December 12, 4:00 pm, Board of Directors Regular Meeting

EXECUTIVE SESSION

A motion was made to go into Executive Session.

MOTION: For the Purpose of Discussion of Matters Pursuant to C.R.S. §24-6-402(4)(f) – Personnel Matters, Executive Director
Motion/Seconded/Carried Unanimously

The Board retired to Executive Session at 5:30 p.m.

The Board came out of Executive Session at 5:45 p.m.

ADJOURN

MOTION: To Adjourn the Meeting
Moved/Seconded/Carried Unanimously

The meeting was adjourned at 5:46 p.m.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Michael D. Liggett, Esq., Board President

Molly Gutilla, MS DrPH, Board Vice President

Celeste Kling, J.D., Board Secretary

Joseph Prows, MD MPH, Board Treasurer

Faraz Naqvi, MD, Liaison to UCHealth-North/PVHS Board