

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HARVEST**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is made this 12th day of January, 2022, by the Harvest Owners Association, Inc., a Colorado nonprofit corporation (the "Association").

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for the community of HARVEST was recorded in the real property records of Larimer County, State of Colorado, on July 1, 2021, at Reception No. 20210063769 (the "Declaration"), and was supplemented, modified, and amended by the Supplemental Declaration recorded in the same real property records on December 16, 2021, at Reception No. 20210113627; and

WHEREAS, the Association, through an affirmative vote of the Owners of at least sixty-seven percent (67%) of the Lots as required pursuant to Section 6.03 of the Declaration, wishes to amend the Declaration to (1) allow for a different type of fencing to be installed throughout the Property, (2) create a working capital account for funding the Association during the development and buildout of the Property, and (3) impose an HOA transfer fee to cover the Association costs that are associated with a transfer of a Lot.

NOW THEREFORE, pursuant to the terms of the Declaration, Declarant hereby amends the Declaration for the Property as follows.

1. Replacement of Section 2.12. Section 2.12 of the Declaration shall be deleted and replaced in its entirety by the following:

2.12. Fences.

All fences, walls, hedges, and plantings adjacent to public roads shall be in compliance with any applicable site line requirements established by Berthoud or the State of Colorado. All fences, walls, hedges, and shrub plantings shall be maintained in a clean, neat, and orderly condition at all times. To ensure continuity throughout the neighborhood, all fencing shall be five (5) foot high fencing to be made of concrete with wood grain or similar material. Concrete shall be dyed (not painted) in the color of Solomon Colors 338 Leather or an equivalent natural tan color approved by the Architectural Review Committee. All fences shall be in the style of split rail with the exception of the five (5) foot high privacy fencing adjacent to the Berthoud Parkway Right of Way and along the south perimeter of Harvest Ridge South per the development documents approved by the Town. Upon discontinuation of any product or color of fencing, an approved equivalent will be determined by the Architectural Review Committee.

2. Addition of Section 4.11. The following Section 4.11 shall be added to the Declaration:

4.11. Working Capital Contribution.

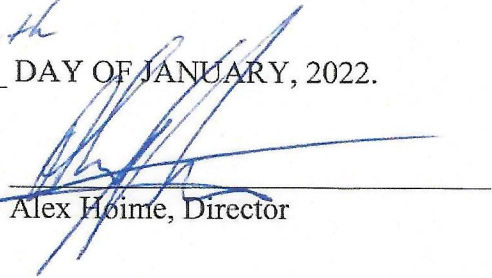
A Working Capital Contribution equal to 6 months' General Assessments shall be paid to the Association upon the closing and transfer of title of a Lot from the homebuilder that constructed the primary dwelling on the Lot to any new Owner of the Lot (*i.e.* the initial homeowner and each homeowner to follow with any transition of the deed). This Working Capital Contribution shall be used by the Association for the purpose of initially capitalizing the Association, making capital improvements to the Common Elements, and other uses that the Board determines are necessary and appropriate to promote the recreation, health, safety, and welfare of the residents of Harvest. A Working Capital Contribution is separate and apart from any General Assessments or Special Assessments and shall not be considered a pre-payment of any Assessments due for a Lot or applied to any individual Owner's Assessments.

3. Effect of Amendment. Except as otherwise specifically amended herein, all terms, conditions, covenants, restrictions and limitations contained in the Declaration are hereby ratified, confirmed, and continued.

(signature and notary follows on next page)

IN WITNESS WHEREOF, this Amendment has been executed by the Board on behalf of the Association.

SIGNED AND SEALED THIS 11th DAY OF JANUARY, 2022.

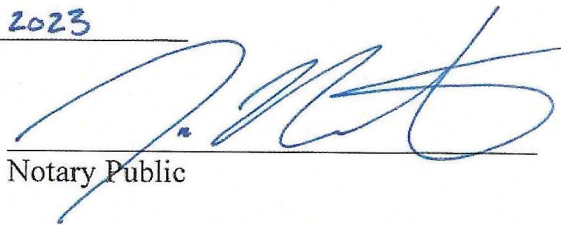

 Alex Hoime, Director

STATE OF COLORADO)
) ss.
 COUNTY OF LARIMER)

The foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions for Harvest Ridge was acknowledged before me this 11 day of January, 2022, by Alex Hoime, as a Director of the Harvest Owners Association, Inc., on behalf of the Association.

My commission expires Dec 30, 2023

JOSEPH NACCARATO
 Notary Public
 State of Colorado
 Notary ID # 20154044051
 My Commission Expires 12-30-2023


 Notary Public

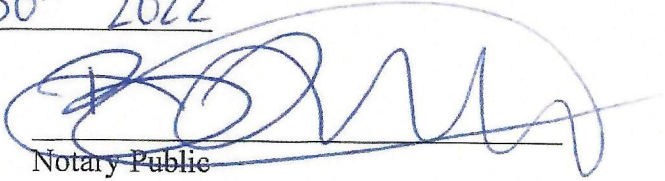

 Christine Torres, Director

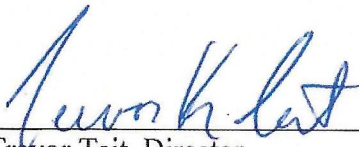
STATE OF COLORADO)
) ss.
 COUNTY OF LARIMER)

The foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions for Harvest Ridge was acknowledged before me this 12th day of January, 2022, by Christine Torres, as a Director of the Harvest Owners Association, Inc., on behalf of the Association.

My commission expires Oct 30th 2022

BREANNA L MOORHOUSE
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20184042358
 MY COMMISSION EXPIRES OCTOBER 30, 2022


 Notary Public



Trevor Tait, Director

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions for Harvest Ridge was acknowledged before me this _____ day of January, 2022, by Trevor Tait, as a Director of the Harvest Owners Association, Inc., on behalf of the Association.

My commission expires _____

Notary Public

See Attached Certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

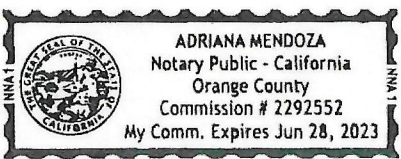
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange

On January 12, 2022 before me, Adriana Mendoza, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dreux tart
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Adriana Mendoza
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____