

**AGREEMENT OF ANNEXATION OF LOTS 6-9  
OF WILD VALLEY NORTH, R.L.U.P. 03-S2076**

This Agreement of Annexation Of Lots 6-9 Of Wild Valley North, R.L.U.P. 03-S2076 ("Agreement of Annexation") is made in May, 2017, by and between Backbone Valley Road Maintenance Association, a Colorado nonprofit corporation ("BVRMA"), Wild Valley North Homeowners Association ("WVN HOA"), TK3 Holdings, LLC, a Colorado limited liability company by and through its Manager Travis Crites ("TK3"), Christopher F. and Cathy L. Heck ("Hecks"), The Valerie L. Buehler Trust by and through its Trustee Valerie Buehler ("Buehler Trust"), Roger Buehler and Jay and Kathryn Dokter ("Dokters") (collectively herein the "Parties").

**WITNESSETH**

WHEREAS, a certain Declaration of Road Maintenance Covenants and Creation of the Backbone Valley Road Maintenance Association for Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. 02-S1948 was recorded on March 18, 2004, Reception No. 2004-0025459, in the office of the Clerk and Recorder of Larimer County, Colorado, as amended by that First Amendment to Declaration of Road Maintenance Covenants and Creation of the Backbone Valley Road Maintenance Association for Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. 02-S1948 as recorded on January 8, 2009, Reception No. 2009-0001229, in the office of the Clerk and Recorder of Larimer County, Colorado (collectively hereafter the "BVRMA Declaration"); and

WHEREAS, the Backbone Valley Road Maintenance Association ("BVRMA") is a Colorado nonprofit corporation created for the purposes, charged with certain duties, and invested with the powers prescribed by law, the Colorado Common Interest Ownership Act, its Articles of Incorporation, Bylaws, and the BVRMA Declaration; and

WHEREAS, the BVRMA was created to maintain, repair and replace both the Common Elements (as defined in the BVRMA Declaration) as well as the other rights of way and roads within Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. 02-S1948 or adjoining properties and Landowners as thereafter annexed; and

WHEREAS, by that Agreement of Annexation of Hidden Valley Estates III, R.L.U.P. 03-S2168 recorded October 27, 2014, Reception No. 2014-0061331, in the office of the Clerk and Recorder of Larimer County, Colorado, BVRMA annexed those lands, properties, lots and rights of way and roads within those lands covered by that Development Agreement and Residual Land Use Restrictions for Hidden Valley Estates III R.L.U.P. recorded June 22, 2005, Reception No. 2005-0050727, in the office of the Clerk and Recorder of Larimer County, Colorado; and

WHEREAS, the lands, properties, lots and rights of way and roads currently included within the BVRMA and the definition of Common Elements includes Hidden Valley Estates R.L.U.P. 01-S1901, Hidden Valley Estates R.L.U.P. 02-S1948 and Hidden Valley Estates III, R.L.U.P. 03-S2168 which shall hereafter be called collectively "Hidden Valley Estates"; and

WHEREAS, under the BVRMA Declaration there is the right and power to annex adjoining properties (or parts thereof), including Landowners (as defined in the BVRMA Declaration), with connecting roads on platted rights-of-way; and

WHEREAS, any annexation of adjoining properties or Landowners is to assure equitable sharing of the associated maintenance and replacement costs between each resulting building site for all Common Elements governed by the BVRMA; and

WHEREAS, that certain Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P. 03-S2076 ("WVN") was recorded on December 7, 2005, Reception No. 2005-0104269, in the office of the Clerk and Recorder of Larimer County, Colorado, and as amended by that First Amendment to the Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P. as recorded on August 20, 2009, Reception No. 2009-0058263 in the office of the Clerk and Recorder of Larimer County, Colorado (collectively the "WVN Development Agreement"); and

WHEREAS, by that First Amendment to Declaration of Covenants, Conditions, Restrictions and Road Maintenance for Wild Valley North R.L.U.P. as recorded on December 3, 2014, Reception No. 2014-0070256 in the office of the Clerk and Recorder of Larimer County, Colorado, owners of WVN Lots 6 through 9 are only responsible for Arwen Lane and, in part, that portion of Wilderland Way currently constructed and paved but excludes responsibilities for all parts of Wilderland Way not yet constructed and to the west of Arwen Lane; and

WHEREAS, that portion of the roads within WVN that owners of WVN Lots 6 through 9 are responsible for, at least in part, and are annexed by this Agreement of Annexation shall hereafter be referenced as the "WVN Annexed Roads"; and

WHEREAS, owner(s) of WVN Lots 1 through 5 as well as the owner(s) of the Residual Lots and Outlot within WVN (hereafter "Other WVN Owners") are not a part of this Agreement of Annexation though nothing herein is intended to waive or otherwise release the responsibilities of the Other WVN Owners from their obligations as to that portion of Wilderland Way currently constructed or their other legal obligations as to costs and expenses of roadways whether within or outside of WVN; and

WHEREAS, this Agreement for Annexation is intended to specifically include only the WVN Annexed Roads and to expressly exclude all portions of Wilderland Way to the west of Arwen Lane; and

WHEREAS, this Agreement for Annexation is intended to specifically include only the owners of Lots 6 through 9 of WVN and to exclude all other owners within WVN; and

WHEREAS, four Easements obligate owners within WVN to help maintain certain roads not located within WVN but rather on lands adjacent to WVN; and

WHEREAS, the easements that govern roads outside of WVN are identified as (1) that Easement Agreement as recorded on December 4, 2002, Reception No. 2002-130952 in the office

of the Clerk and Recorder of Larimer County, Colorado, (2) that Grant of Easement and Agreement as recorded on March 18, 2004, Reception No. 2004-0025457 in the office of the Clerk and Recorder of Larimer County, Colorado, (3) that Grant of Easement as recorded on March 18, 2004, Reception No. 2004-0025458 in the office of the Clerk and Recorder of Larimer County, Colorado, and (4) that Easement Agreement as recorded on March 22, 2005, Reception No. 2005-0022336 in the office of the Clerk and Recorder of Larimer County, Colorado (herein collectively the "Easements"); and

WHEREAS, the WVN HOA is obligated to maintain those roads within WVN including the WVN Annexed Roads; and

WHEREAS, the Easements obligate those owners of lots with WVN to maintain the roads subject to the Easements; and

WHEREAS, the WVN HOA is a party to the WVN Development Agreement and is charged with certain duties as to WVN; and

WHEREAS, on or about September 25, 2009, TK3 Holdings, LLC purchased Lot 6 within WVN; and

WHEREAS, on or about July 6, 2015, Christopher F. and Cathy L. Heck purchased Lot 7 within WVN; and

WHEREAS, on or about December 15, 2014, The Valerie L. Buehler Trust purchased Lot 8 within WVN; and

WHEREAS, on or about September 4, 2015, Jay and Kathryn Dokter purchased Lot 9 within WVN; and

WHEREAS, as described below BVRMA is authorized subject to the BVRMA Declaration to execute this Agreement of Annexation for and on their behalf so as to agree to the annexation of adjoining properties and Landowners, including WVN (or limited parts thereof) so as to provide communal maintenance of not only the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads governed by the BVRMA including those within WVN (as limited to the WVN Annexed Roads only); and

WHEREAS, the WVN HOA as a party to the WVN Development Agreement believes it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement for Annexation for and on the behalf of the WVN HOA to agree to the annexation of WVN Lots 6 through 9 for communal maintenance of not only the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads within Hidden Valley Estates as well as the WVN Annexed Roads; and

WHEREAS, Travis Crites as member and manager of TK3 Holdings, LLC believes it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement of Annexation on behalf of Lot 6 within WVN so as to agree to communal

maintenance of not only the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads within Hidden Valley Estates as well as the WVN Annexed Roads; and

WHEREAS, Christopher F. and Cathy L. Heck believe it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement of Annexation on behalf of Lot 7 within WVN so as to agree to communal maintenance of not only the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads within Hidden Valley Estates as well as the WVN Annexed Roads; and

WHEREAS, Valerie Buehler, as Trustee of The Valerie L. Buehler Trust and Roger Buehler believe it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement of Annexation on behalf of Lot 8 within WVN so as to agree to communal maintenance of not only the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads within Hidden Valley Estates as well as the WVN Annexed Roads; and

WHEREAS, Jay and Kathryn Dokter believe it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement of Annexation on behalf of Lot 9 within WVN so as to agree to communal maintenance of not only the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads within Hidden Valley Estates as well as the WVN Annexed Roads; and

NOW THEREFORE, pursuant to the provisions of the BVRMA Declaration and the WVN Development Agreement, the Parties hereby agree to the following conditions, stipulations, requirements, terms and provisions:

1. In the event of any conflict between the BVRMA Declaration and this Agreement of Annexation, the BVRMA Declaration shall control.
2. Lots 6 through 9 of WVN shall be annexed into BVRMA. Lots 6 through 9 of WVN shall hereafter be subject to the BVRMA Declaration and By-laws which shall run with the land for the benefit of and be binding upon each present and subsequent owner of any right, title or interest in any portion of Lots 6 through 9 of WVN and their respective heirs, devisees, grantees, successors, representatives and assigns.
3. BVRMA hereby accepts and annexes the WVN Annexed Roads as described and defined herein. Nothing herein is intended to relieve other owners within WVN of their past, current or future responsibilities and obligations to that portion of Wilderland Way hereby annexed. Nothing herein is intended to expressly or impliedly annex that portion of Wilderland Way to the west of Arwen Lane or any other lands within WVN.
4. For all owners within Hidden Valley Estates and Lots 6 through 9 of WVN, BVRMA shall communally maintain, repair and replace both the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads within Hidden Valley Estates

as well as the WVN Annexed Roads. Hereafter these shall be referred to as the "BVRMA Common Elements & Roads."

5. BVRMA shall hereafter assess common expenses, reserves and special assessments as described in the BVRMA Declaration as to the BVRMA Common Elements & Roads. Further, WVN owners of Lots 6 through 9 authorize and assign to BVRMA a mutual right to seek to collect and enforce from Other WVN Owners amounts assessed for that portion of Wilderland Way included within the WVN Annexed Roads.

6. The amounts to be billed by BVRMA for the BVRMA Common Elements & Roads shall be in accordance with the BVRMA Declaration.

7. Except as provided for in paragraph 8 below, funds collected pursuant to this Agreement of Annexation shall be held, maintained and used in accordance with the BVRMA Declaration.

8. Upon execution of this Agreement of Annexation, each of the owners of Lots 6 through 9 of WVN shall pay to the BVRMA the amount of \$2,143.57 to be applied to the BVRMA reserves.

9. Upon execution of this Agreement of Annexation, each of the owners of Lots 6, 7 and 9 shall pay to the BVRMA the amount of \$700.00 for BVRMA annual dues commencing January 1, 2017.

10. Upon execution of this Agreement of Annexation, the owner of Lot 8 shall pay to the BVRMA the amount of \$1,400.00 for BVRMA annual dues for 2017 and \$292.00 for 2016 BVRMA dues commencing August 1, 2016.

11. This Agreement of Annexation may be executed in any number of counterparts, each of which when executed and delivered shall constitute a single agreement.

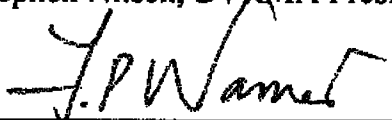
**IN WITNESS WHEREOF**, the undersigned individually, as members, officers or as trustees of Backbone Valley Road Maintenance Association, Wild Valley North Homeowners' Association, TK3 Holdings, LLC, Christopher F. and Cathy L. Heck, The Valerie L. Buehler Trust, Roger Buehler and Jay and Kathryn Dokter have each executed this Annexation Agreement and each signatory herein represents and warrants he or she is duly authorized and has legal capacity to execute and deliver for filing this Annexation Agreement.

**Backbone Valley Road Maintenance Association**



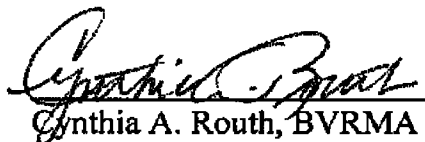
Stephen Nilsen, BVRMA President

Date: 5-11-2017



Frank Warner, BVRMA Vice-President

Date: 5-26-2017



Cynthia A. Routh, BVRMA Treasurer

Date: 5/4/2017



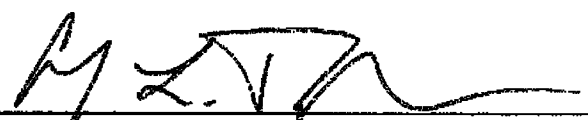
Kay Lucas, BVRMA Secretary

Date: 5/19/17



Michael W. Routh, Board Member

Date: 5/4/17



Cody L. Balzer, Board Member

Date: May 4, 2017

**Wild Valley North Homeowners' Association**



TK3 Holdings, LLC - by its Manager Travis Crites  
Owner of WVN Lot 6

Date: May 2, 2017

\_\_\_\_\_  
Christopher F. Heck  
Owner of WVN Lot 7

Date: \_\_\_\_\_

\_\_\_\_\_  
Cathy L. Heck  
Owner of WVN Lot 7

Date: \_\_\_\_\_

\_\_\_\_\_  
The Valerie L. Buehler Trust, by its Trustee Valerie L. Buehler  
Owner of WVN Lot 8

Date: \_\_\_\_\_

\_\_\_\_\_  
The Valerie L. Buehler Trust, by its Trustee Roger Buehler  
Owner of WVN Lot 8

Date: \_\_\_\_\_

\_\_\_\_\_  
Jay Dokter  
Owner of WVN Lot 9

Date: \_\_\_\_\_

\_\_\_\_\_  
Kathryn Dokter  
Owner of WVN Lot 9

Date: \_\_\_\_\_

**Wild Valley North Homeowners' Association**

TK3 Holdings, LLC -by its Manager Travis Crites  
Owner of WVN Lot 6

Date: \_\_\_\_\_



Christopher F. Heck  
Owner of WVN Lot 7

Date: 5/3/2017



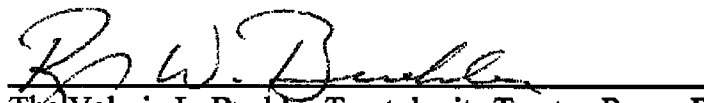
Cathy L. Heck  
Owner of WVN Lot 7

Date: May 3, 2017



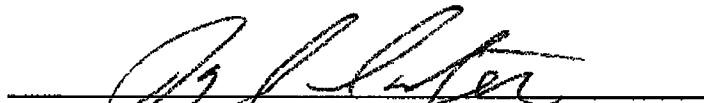
The Valerie L. Buehler Trust, by its Trustee Valerie L. Buehler  
Owner of WVN Lot 8

Date: 5/18/17



*Rev* The Valerie L. Buehler Trust, by its Trustee Roger Buehler  
Owner of WVN Lot 8

Date: 5/18/17



Jay Dokter  
Owner of WVN Lot 9

Date: 5/19/17




Kathryn Dokter  
Owner of WVN Lot 9

Date: 5/19/17



**Individually—Lots 6 through 9 of Wild Valley North**

  
\_\_\_\_\_  
TK3 Holdings, LLC –by its Manager Travis Crites  
Owner of WVN Lot 6

Date: May 2, 2017

\_\_\_\_\_  
Christopher F. Heck  
Owner of WVN Lot 7

Date: \_\_\_\_\_

\_\_\_\_\_  
Cathy L. Heck  
Owner of WVN Lot 7

Date: \_\_\_\_\_

\_\_\_\_\_  
The Valerie L. Buehler Trust, by its  
Trustee Valerie L. Buehler  
Owner of WVN Lot 8

Date: \_\_\_\_\_

\_\_\_\_\_  
The Valerie L. Buehler Trust, by its  
Trustee Roger Buehler  
Owner of WVN Lot 8

Date: \_\_\_\_\_

\_\_\_\_\_  
Jay Dokter  
Owner of WVN Lot 9

Date: \_\_\_\_\_

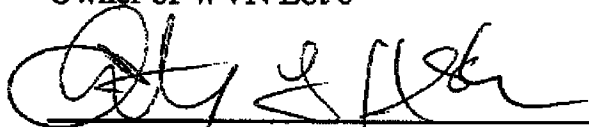
\_\_\_\_\_  
Kathryn Dokter  
Owner of WVN Lot 9

Date: \_\_\_\_\_

**Individually—Lots 6 through 9 of Wild Valley North**

TK3 Holdings, LLC –by its Manager Travis Crites  
Owner of WVN Lot 6

Date: \_\_\_\_\_



Christopher F. Heck  
Owner of WVN Lot 7

Date: 5/3/2017



Cathy L. Heck  
Owner of WVN Lot 7

Date: May 3, 2017



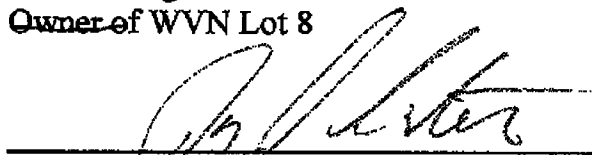
The Valerie L. Buehler Trust, by its  
Trustee Valerie L. Buehler  
Owner of WVN Lot 8

Date: 5/18/17



The Valerie L. Buehler Trust, by its  
Trustee Roger Buehler  
Owner of WVN Lot 8

Date: 5/18/17



Jay Dokter  
Owner of WVN Lot 9

Date: 5/19/17



Kathryn Dokter  
Owner of WVN Lot 9

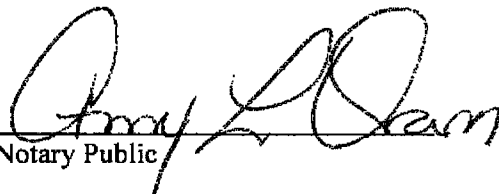
Date: 5/19/17

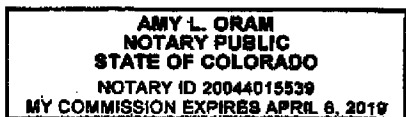
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER )                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this 11<sup>th</sup> day of May, 2017 by Stephen Nilsen.

Witness my hand and official seal.

My commission expires: 4-6-2019

  
Notary Public

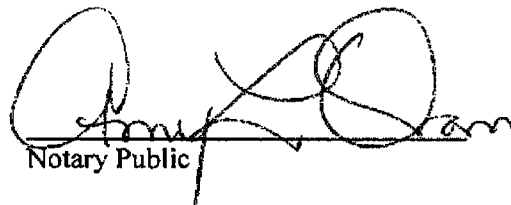


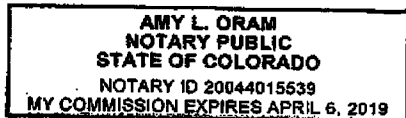
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER )                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this 26<sup>th</sup> day of May, 2017 by Frank Warner.

Witness my hand and official seal.

My commission expires: 4-6-2019

  
Notary Public



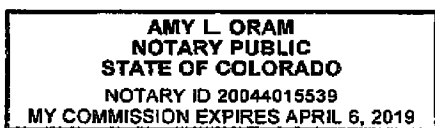
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER ) SS

The foregoing Agreement of Annexation was acknowledged and signed before me this 4<sup>th</sup> day of May, 2017 by Cynthia A. Routh.

Witness my hand and official seal.

My commission expires: 4-6-2019

  
Notary Public




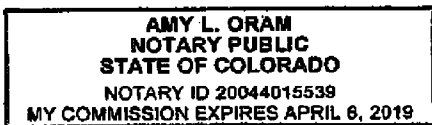
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER ) SS

The foregoing Agreement of Annexation was acknowledged and signed before me this 19 day of May, 2017 by Kay Lucas.

Witness my hand and official seal.

My commission expires: 4-6-2019

  
Notary Public




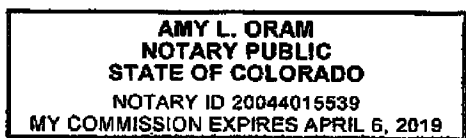
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER ) SS

The foregoing Agreement of Annexation was acknowledged and signed before me this 4<sup>th</sup> day of May, 2017 by Michael W. Routh.

Witness my hand and official seal.

My commission expires: 4-16-2019

  
Notary Public




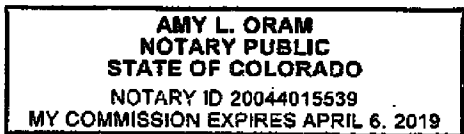
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER ) SS

The foregoing Agreement of Annexation was acknowledged and signed before me this 4<sup>th</sup> day of May, 2017 by Cody L. Balzer.

Witness my hand and official seal.

My commission expires: 4-6-2019

  
Notary Public



STATE OF TEXAS            )  
  )  
COUNTY OF Harris        )                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this 7 day of May, 2017 by Travis Crites as Manager and Member of TK3 Holdings, LLC.

Witness my hand and official seal.

My commission expires: 9/19/19

*Courtney Petty*

\_\_\_\_\_  
Notary Public



STATE OF MINNESOTA    )  
  )  
COUNTY OF \_\_\_\_\_)                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this \_\_\_ day of May, 2017 by Christopher F. and Cathy L. Heck.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF TEXAS            )  
  )  
COUNTY OF \_\_\_\_\_  )

ss

The foregoing Agreement of Annexation was acknowledged and signed before me this \_\_\_ day of May, 2017 by Travis Crites as Manager and Member of TK3 Holdings, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public


STATE OF MINNESOTA    )  
  )  
COUNTY OF HENNEPIN  )

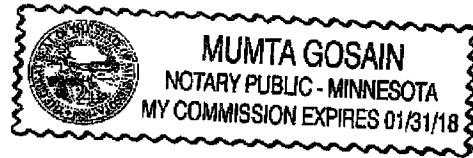
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The foregoing Agreement of Annexation was acknowledged and signed before me this 3 day of May, 2017 by Christopher F. and Cathy L. Heck.

Witness my hand and official seal.

My commission expires: 01/31/2018

  
\_\_\_\_\_  
Notary Public

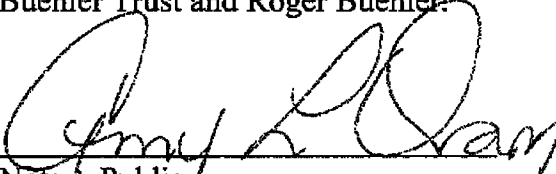


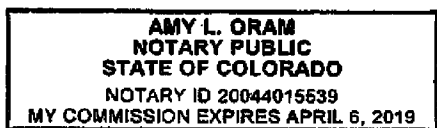
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER ) SS

The foregoing Agreement of Annexation was acknowledged and signed before me this 18<sup>th</sup> day of May, 2017 by Valerie Buehler as Trustee of The Valerie L. Buehler Trust and Roger Buehler.

Witness my hand and official seal.

My commission expires: 4-6-2019

  
Notary Public




STATE OF COLORADO )  
 )  
COUNTY OF LARIMER ) SS

The foregoing Agreement of Annexation was acknowledged and signed before me this 19<sup>th</sup> day of May, 2017 by Jay and Kathryn Dokter.

Witness my hand and official seal.

My commission expires: 4-6-2019

  
Notary Public

