

FINDINGS AND RESOLUTION
Approving the 2nd Amendment to the Development Agreement
for the Wild Valley North RLUP

The request to amend the existing Development Agreement for the Wild Valley North RLUP recorded December 7, 2005, at Reception No. 20050104269, of the Larimer County records to dissolve the Homeowners Association and transfer all responsibilities to a replacement Homeowners Association for the property described on Exhibit "A" has heretofore been filed with the Board of County Commissioners of the County of Larimer.

On March 28, 2022, via video conference and in the County Board Hearing Room of the Larimer County Courthouse, Fort Collins, Colorado, the Board of County Commissioners of the County of Larimer conducted a public hearing on said request. The Board of County Commissioners having heard the testimony and evidence adduced at said hearing, and having considered and carefully weighed the same, and having received the recommendations of the County Planning Staff, now makes the following findings:

1. Notice of this hearing was duly advertised in a local newspaper of general circulation.
2. Written notice of this hearing has been delivered or mailed, first class, postage prepaid, to adjoining landowners within 500 feet of the property subject to the request.
3. Notice of this hearing was advertised by posting in the officially designated area at Larimer.org and in the Larimer County Courthouse Offices no less than twenty-four hours in advance of the hearing.
4. The County Planning Staff has made certain recommendations concerning this request, which recommendations are contained in the agenda for the March 28, 2022, meeting of the Board of County Commissioners and are filed with the record of this proposal.
5. The applicant is seeking an approval from the Board of County Commissioners to amend a provision in the Development Agreement (DA) for Wild Valley North Rural Land Use Plan (RLUP). Section 40 of the Wild Valley North Development Agreement states: "this Agreement may be amended by mutual consent of the County and owners of 6 of the 11 lots...provided such amendment is in writing."
6. A prior, unrelated First Amendment to the Development Agreement was approved on August 19, 2009, and recorded on August 20, 2009, at reception number 20090058263.
7. The Second Amendment to the Development Agreement is a request to dissolve the Wild Valley North Homeowners Association and consolidate with the neighboring Hidden Valley Estates Homeowners Association (HOA) via a Replacement Association. The two Homeowners Associations are adjacent to each other and use the same roadway, so the consolidation is intended

Findings and Resolution
Wild Valley North RLUP
2nd Amendment to Development Agreement

to increase efficiency, consistency, and ease of administration. This action requires consent of the County and owners of 6 of the 11 lots. All of the lot owners of the Wild Valley North RLUP will ultimately be required to sign and approve prior to the change going into effect. Further, the Hidden Valley Estates HOA is aware of the change and will also be required to approve this Second Amendment before it is effective.

8. 100% of the current Lot owners have signed and attested the proposed amendment.

9. Wild Valley North Rural Land Use Plan, File Number 03-S2076, was approved on December 6, 2005, and developed in two phases. The final phase was recently completed, and a Lot Sale Prohibition Release was approved and recorded on February 23, 2022, with Reception Number 20220012077. The applicant is the Successor Developer of this property and is seeking to consolidate two HOAs into one for efficient resource allocation and future maintenance operations, and to limit the use of horses on common and residual lands thereby reducing the risk, potential liability, and expenses associated with such activities.

10. The Larimer County Land Use Code does not provide discrete review criteria for the dissolution and consolidation of Property Owners Associations. This request has been reviewed based on the criteria for the formation of Associations.

11. With respect to the Second Amendment to the Development Agreement, Article 6.3.9.H.4.h of the Land Use Code specifies the requirements and responsibilities of a Property Owners Association or Equivalent:

a. Each project approved under this Code that includes parcels, tracts, common areas, open space parcels, residual land, roads, detention facilities, landscaping or other features requiring maintenance (collectively referred to as common facilities) must provide for a property owners' association or an equivalent entity to be responsible for such maintenance. If applicable, each final plat and site plan that is recorded must be accompanied by the appropriate legal documents (covenants, articles of incorporation, bylaws, etc.) necessary to create such an entity.

The existing Wild Valley North Homeowners Association is the current responsible entity for such maintenance. If approved, a Replacement Association shall be contractually and legally bound to the rights, responsibilities, and obligations contained in the Wild Valley

North Development Agreement. The Replacement Association will be required to approve and accept the Second Amendment before it goes into effect. At no time shall the associated obligations be absent a legally responsible party.

b. Property owner documents shall include a reference to the Development Agreement (see §6.3.9.H, Development Agreements). Development Agreements shall include a provision for perpetual maintenance of the common facilities by the responsible entity.

Findings and Resolution
Wild Valley North RLUP
2nd Amendment to Development Agreement

All provisions in the approved, adopted Development Agreement will be assumed by the Replacement Association immediately upon dissolution of the Wild Valley North Homeowners Association.

c. If a use plan for residual land and/or common area (see §5.10, Residual Land and/or Common Area Use Plans) is required for the project, provisions for perpetual maintenance of the common facilities must be included in the use plan for residual land and/or common area.

Residual Lots "A," "B," and Outlot "A" are restricted for a period of 40 years (through December 7, 2045) to limited uses outlined in Section 3 of the Development Agreement. Maintenance of Improvements, Common Areas, and Residual Land is outlined in Section 29 of the Development Agreement.

d. All documents providing for maintenance must include a provision allowing County Commissioners to take over maintenance of the common facilities and assess the cost of maintenance, including inspection fees, legal fees, and administrative expenses, to the property owners within the development if the responsible entity fails to maintain the common facilities in a reasonable condition. Any unpaid assessments will become a lien upon the properties payable in the same manner and with the same priority as provided by law for the collection, enforcement, and remittance of general property taxes. The county will file a notice of such lien in the Office of the County Clerk and Recorder upon the properties and will certify such unpaid assessments to the county treasurer for collection, enforcement, and remittance. Before taking over maintenance of any property the County Commissioners will hold a public hearing with at least 14 days' notice to property owners within the development. If the County Commissioners take over maintenance of the common facilities, the Commissioners will continue the maintenance until it is assured that adequate provisions have been made for the maintenance of the common facilities.

Section 32 of the Development Agreement outlines Default, Remedies, and Enforcement provisions which meet these conditions.

12. The application was not formally referred to partner agencies. The Development Agreement amendment is administrative in nature. No obligations or responsibilities of the existing Homeowners Associations are affected, and there are no impacts to the Guarantee of Public Improvements provisions in Article 6 of the Land Use Code. In most cases these amendments would be enacted by a vote of the HOAs, whereby the County would not be a party to the decision. The sole reason that this request is presented is due to the clauses in Section 40 of the Development Agreement which requires published notice and hearing before the Board of County Commissioners for the Second Amendment, and "requires the mutual consent of the County" and the applicable owners for the Third Amendment.

13. Neighborhood notice was mailed to property owners within 500 feet of the proposal, and all directly affected owners have consented and signed the amendment. Staff did not receive any community comments.

**Findings and Resolution
Wild Valley North RLUP
2nd Amendment to Development Agreement**

RESOLUTION

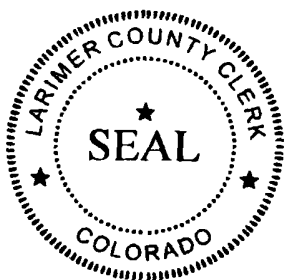
WHEREAS, the Board of County Commissioners has made its findings upon the request to amend the existing Development Agreement the Wild Valley North RLUP recorded December 7, 2005, at Reception No. 20050104269, of the Larimer County records to dissolve the Homeowners Association and transfer all responsibilities to a replacement Homeowners Association by reference are incorporated herein and made a part hereof; and

WHEREAS, the Board of County Commissioners has carefully considered the request, and is now fully advised in the premises;

NOW, THEREFORE, BE IT RESOLVED That the request to amend the existing Development Agreement for the Wild Valley North RLUP recorded December 7, 2005, at Reception No. 20050104269, of the Larimer County records to dissolve the Homeowners Association for the property described on Exhibit "A" be and the same hereby is approved.

Commissioners Kefalas, Stephens and Shadduck-McNally voted in favor of the Findings and Resolution, and the same were duly adopted.

DATED this 28th day of March, 2022.



(SEAL)

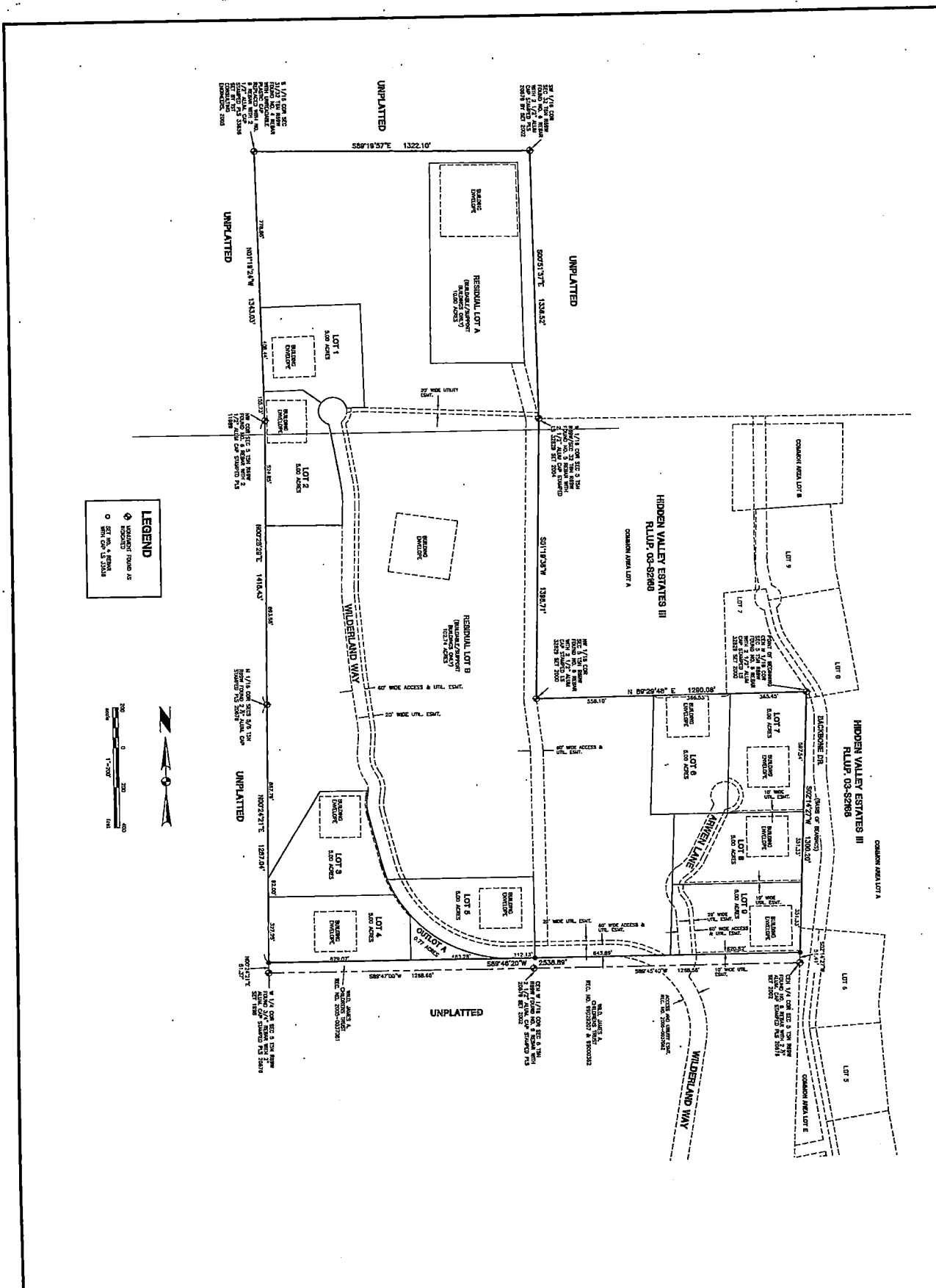
BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO

By: Justin Stephens
Chair

ATTEST:

Robynant
Deputy Clerk

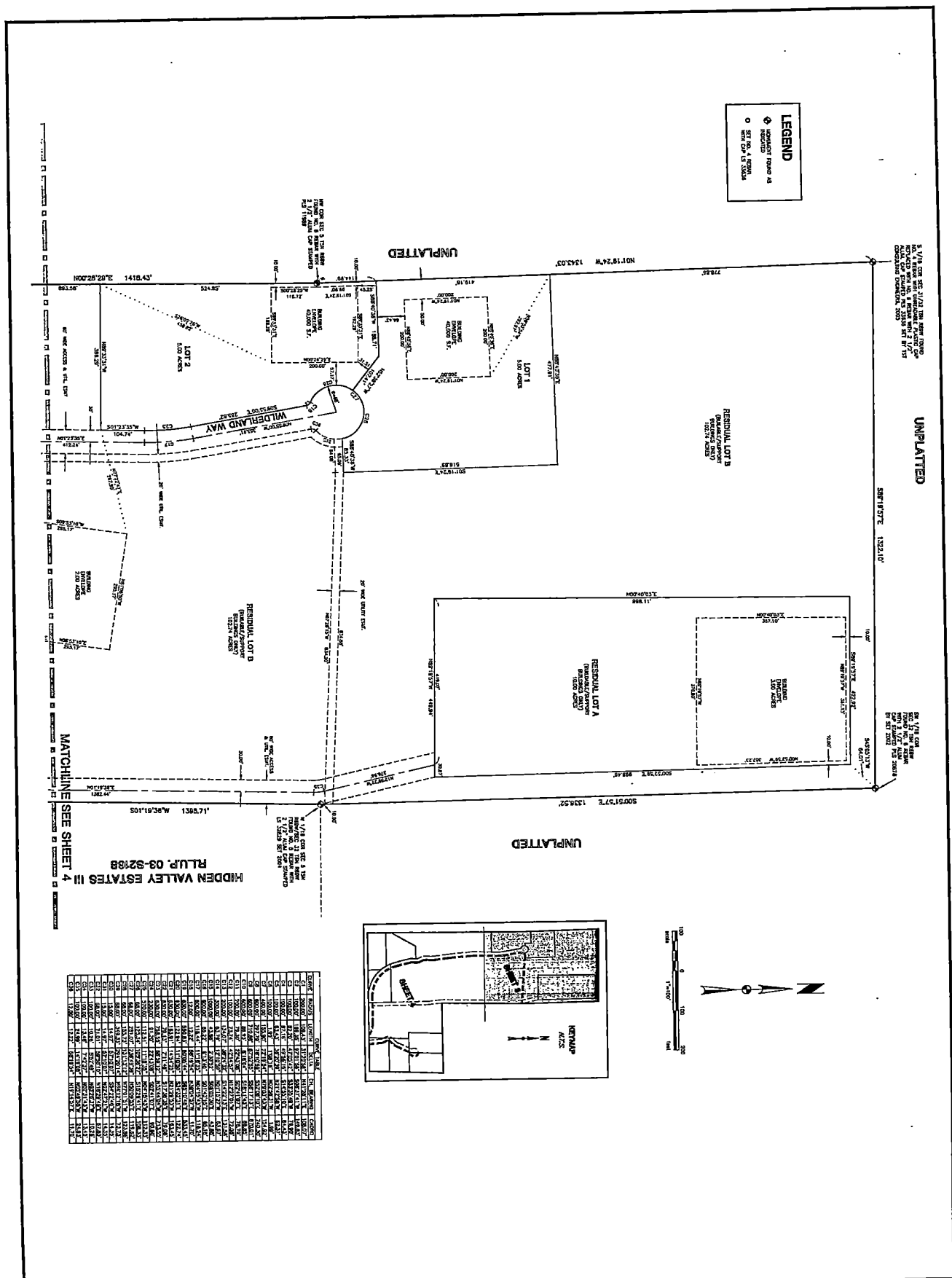
DATE 3/24/22
APPROVED AS TO FORM:
[Signature]
SENIOR ASSISTANT COUNTY ATTORNEY



TST
 TST
 17-2507
 11/11/2021
 11/11/2021

WILD VALLEY NORTH RLUP. 03-S2076
FINAL PLAT
OUTER BOUNDARY

PLAT	03-S2076
SECTION	34
TOWNSHIP	35N
RANGE	60W
SECTION	34
PLAT	03-S2076
DATE	11/11/2021
RECORDED	11/11/2021
BY	ANGELA MYERS, CLERK & RECORDER



LEGEND
 ◊ UNPLATTED AREA AS
 INDICATED
 ○ WITH CH. & S&S

UNPLATTED

RESIDUAL LOT B
 102.74 ACRES

RESIDUAL LOT A
 110.00 ACRES

RESIDUAL LOT C
 102.74 ACRES

LOT 1
 5.00 ACRES

LOT 2
 5.00 ACRES

WILDERLAND WAY

HIDDEN VALLEY ESTATES III
 R.L.U.P. 03-S2188

MATCHLINE SEE SHEET 4

1 1/4 COR SEC. 13W
 RANGING 27 TH. MER.
 2 1/2' W/2' ALUM. COR. STATIONED
 11.18' 11.18' 11.18' 11.18'

1 1/4 COR SEC. 13W
 RANGING 27 TH. MER.
 2 1/2' W/2' ALUM. COR. STATIONED
 11.18' 11.18' 11.18' 11.18'

POINT	COORDINATES	AREA	BEARING	DISTANCE
1	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
2	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
3	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
4	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
5	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
6	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
7	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
8	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
9	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
10	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
11	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
12	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
13	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
14	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
15	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
16	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
17	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
18	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
19	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
20	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
21	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
22	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
23	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
24	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
25	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
26	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
27	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
28	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
29	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
30	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
31	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
32	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
33	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
34	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
35	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
36	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
37	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
38	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
39	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
40	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
41	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
42	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
43	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
44	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
45	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
46	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
47	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
48	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
49	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
50	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
51	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
52	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
53	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
54	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
55	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
56	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
57	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
58	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
59	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
60	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
61	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
62	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
63	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
64	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
65	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
66	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
67	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
68	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
69	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
70	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
71	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
72	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
73	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
74	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
75	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
76	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
77	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
78	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
79	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
80	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
81	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
82	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
83	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
84	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
85	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
86	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
87	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
88	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
89	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
90	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
91	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
92	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
93	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
94	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
95	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
96	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'
97	11.18' 11.18' 11.18' 11.18'	11.18'	0° 00' 00"	11.18'
98	11.18' 11.18' 11.18' 11.18'	11.18'	90° 00' 00"	11.18'
99	11.18' 11.18' 11.18' 11.18'	11.18'	180° 00' 00"	11.18'
100	11.18' 11.18' 11.18' 11.18'	11.18'	270° 00' 00"	11.18'

