

# Stagecoach Express

Stagecoach Property Owners Association

A Quarterly Newsletter

[www.Stage-Coach.com](http://www.Stage-Coach.com)

No 1st Quarter • 2023

|  |  |   |  |  |
|--|--|---|--|--|
| President's Message                        | Construction of Sheds and Greenhouses and Detached Garages | Friends of Stagecoach Park                      | SPOA Trails Committee Survey                     | Stagecoach Nordic Trails                 |
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| Annual Meeting Minutes July 23, 2022 DRAFT | Revised Governance Policies COLLECTION POLICY              | Revised Governance Policies CONDUCT OF MEETINGS | Revised Governance Policies COVENANT ENFORCEMENT | Proposed Policy APPROVAL OF CONSTRUCTION |
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## President's Message

By Eli Nykamp

Hello Stagecoach Neighbors,

Winter is upon us, what a wonderful time of year to live in our corner of Routt County! We have been getting a bunch of snow, which will hopefully fill the reservoir back to capacity. I hope this newsletter finds you well and excited for the New Year.

The board of directors (BOD) continues to accomplish many tasks we are charged with, we recently completed our annual budget work and approval. This is a large task and very in depth, please join me in thanking the BOD for their work and diligence in completing this task. Thank you also to all the members who provided feedback and attended the BOD meeting while we discussed the budget. A part of our annual budget that I would like to highlight is the allowance for the neighborhood grant program, which is a way for neighborhoods to identify a project or activity and apply for funding to accomplish their objective. Neighborhood grants can be used to repair infrastructure, support a cleanup or even sponsor a block party. Please visit the [stage-coach.com](http://stage-coach.com) website or contact Steamboat Association Management for more information on this program.

The BOD appreciates your feedback; your input helps guide our decision making process. If you are not available to attend a regularly scheduled BOD meeting, please feel free to reach out to us as a group or individually, so that we can help represent what is important to you.

The BOD mission is "to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas." With this in mind the BOD continues to prioritize three main objectives, both in budget and effort, to help manage and improve our community: wildfire mitigation, road infrastructure and the development of a community trail network. The planning for these priorities is a year round endeavor with most of the activities taking place during the Spring, Summer and Fall. One winter activity we manage is the Cross Country trail system in the south end of the subdivision, the trails are groomed and it is a very nice way to enjoy our area.

Stagecoach continues to see heavy real estate activity and a very large amount of new construction across the development. It is exciting to see so much interest and growth in our area.

Best Regards,  
Eli

## UPCOMING SPOA MEETINGS

Board Meeting: March 30, 2023 at 4pm

Board Meeting: May 18, 2023 at 4pm

Annual Meeting: July 15, 2023 at 8:30am

*All Board meetings will be conducted through the Zoom app with links being sent out prior to the meeting to those that want to participate*

## Don't Forget to Pay Your 2023 Annual Assessments

Thank you to all our members who have promptly paid their 2023 annual assessments. If you have not already done so, we encourage you to remit payment for your 2023 annual assessment. The annual assessment is used to promote the recreation, health, safety and welfare of property owners in the Stagecoach community and for the improvement and maintenance of the Stagecoach common areas. For 2023 the Association's annual assessment is \$125 for each lot and provides the operating and project/reserve funds of the Association.

The annual assessment is invoiced one time and is due on February 1st. Assessments not paid within 30 days of the due date shall incur a finance charge on the outstanding balance. Additional information on the collection of unpaid assessments can be found in the Association's Responsible Governance Policy documents, a copy of which are available online at [www.stage-coach.com](http://www.stage-coach.com)

If you did not receive your 2023 annual assessment notice and statement, please call the Association Manager Michelle Koci at: [mkoci@steamboatassociations.com](mailto:mkoci@steamboatassociations.com) or (970) 875-2810

## Construction of Sheds and Greenhouses and Detached Garages

By Tom Watts

The Stagecoach Covenants allow only the construction of a "Residence" on a Lot, with one major exception: Article V, Section a says that, "one ancillary building **in keeping with the overall architecture or scheme of the dwelling** will be permitted...". A detached garage is an "ancillary building"; a detached workshop is an "ancillary building;" a storage shed that's detached from the house is an "ancillary building;" and a greenhouse that's detached from the house is an "ancillary building."

In the past, the Architectural Control Committee has generally interpreted this provision in the Covenants to mean that an ancillary building should (a) be constructed from the same materials as the house, (b) those materials should have the same colors present on the house, and (c) the ancillary building should have the same roof lines and same types of doors and windows and trim scheme, so that the ancillary building looks like a portion of the house that is detached.

When lot owners submit plans that include both a house and a detached building, like a garage, the plans usually show the house and the ancillary building constructed from the same materials, in the same colors such that the ancillary building looks like a part of the house. But when lot owners seek to build sheds or green houses or workshops or new stand-alone garages, the look of the proposed building is frequently governed more by cost factors than a desire to have the ancillary building blend harmoniously with the house. So, for instance, almost all shed applications propose pre-fabricated sheds that are delivered, already constructed, to the lot. Rarely do these manufactured sheds use the same materials and colors as the house and rarely do they look anything like the house.

In 2018, the SPOA board, recognizing the need for enclosed storage areas at Stagecoach, and recognizing the desire of many residents to engage in growing their own

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*Sheds, Greenhouses, Garages • Continued from Page 2*

food, adopted a couple of policies that would address those needs and desires. Specifically Policies 2018-2 and 2018-3 provided a fast-track method for lot owners to obtain approval. More importantly, those policies provide that sheds and greenhouses that meet the criteria stated in the policies will not be considered by SPOA to be "ancillary buildings" under the Covenants. Put differently, by enacting the policies, SPOA took the position that it would not enforce the "ancillary building" standards, set forth in the Covenants, with respect to sheds and greenhouses that meet the requirements of the policies.

These policies only apply to ancillary buildings with a floor area of one hundred twenty square feet or less. So, if an owner submits an application for a ten foot by twelve foot shed, then the materials, colors and shape of the shed don't matter. But if an owner submits an application for a ten foot by sixteen foot shed, then the proposed building will need to comply with the standard in the Covenants. The same is true for greenhouses.

## The SPOA Board is Considering New Policies Concerning Collection and Building

At the end of this Newsletter are four new policies that the SPOA Board is considering for adoption at the March 30th meeting. The first policy changes the way that SPOA collects delinquent assessments. The second policy clarifies the way in which meetings of the Association are to be conducted. The third policy changes the way that SPOA handles violations of the Stagecoach Covenants. And the fourth policy clarifies what actions must be taken by an Owner to properly submit an application to construct a structure on a Lot. Please review these proposed policies. If you have comments, please send your comments to the Managing Agent, Michelle Koci.

## COMMITTEE MEMBERS NEEDED GET INVOLVED

The Stagecoach Property Owners Association is an organization that has many opportunities to be involved. There is of course a Board of Directors and there is the ACC Committee, however the Board would like to have property owners involved as much as possible and thus help is needed in several areas. Please contact your Association Manager if any of the following possible Committees sound of interest to you.

### Roads Committee

The Roads Committee is looking for members to help develop ideas and assist with the current ideas in place.

### Fire Mitigation Committee

The Fire Mitigation Committee is looking for members to develop ideas to present to the Board regarding mitigation. They are looking for members to work with different sectors of the Community in completing an evacuation plan.

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## Friends of Stagecoach Park

Kind Greetings neighbors and friends! We hope everyone has been playing outside in all the wonderful snow. As many of you might be new to the Stagecoach community, we wanted to take the opportunity to introduce ourselves.

### A little about Friends of Stagecoach Park

Beginning in the fall of 2010, a group of year-round Stagecoach and Oak Creek residents came together to create Friends of Stagecoach State Park. Friends is a nonprofit group formed to help enhance the Park's recreational resources, support educational and interpretive activities, sponsor park improvement projects, and to connect people to the outdoors.



### Projects

Over the last few years, the Friends group has been working closely with Park staff to identify potential projects to benefit the park and its users.

### Ongoing and potential projects include the following:

- Expanding the Summer and Winter event schedule
- Expanding the groomed cross country ski trail system
- Maintaining and growing the parks fleet of loaner fat tire bikes, fishing equipment and snowshoes
- Adding additional public safety equipment to the park inventory
- Providing funding and support for the parks Junior Ranger Program

For more information regarding Friends, to join the group, or offer your support in any way, please reach out to Callie Pratt at [callie\\_pratt@yahoo.com](mailto:callie_pratt@yahoo.com). Please visit the Stagecoach State Park Facebook page or call the park office for details and updates on all upcoming 2023 special events and programs.

As always, we thank you for your continued support and look forward to seeing you this winter at some of our special events!

Warmly,

Friends of Stagecoach State Park

## CLEARING CURB VALVES

***"4.3.2-Each customer is required to maintain a year round access to their curb valve or have measured ties to its location."***

~From District Rules and Regulations.

In the event of a major water leak, the water district must be able to shut off the curb valve at each property (single home, duplex or multifamily unit). If snow or other materials do not allow easy access to the curb valve, water operators are not able to shut off the water which could cause a major problem to the owner and utility provider. The Morrison Creek Metropolitan Water and Sanitation District rules clearly state that the property owner is responsible for keeping their curb valves clear of materials in the year round as this is beneficial to all. Please help the district keep homes safe and conserve water by keeping your curb valve clear.

Thank you  
Geovanny Romero  
Morrison Creek  
District Manager





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## SPOA Trails Committee Survey

The SPOA Trails Committee decided to put together a survey to get the pulse of the community on the SPOA Trails Masterplan to help guide us in laying out trails and prioritizing funding for trail building. Thanks to the 359 SPOA members who filled out the Trails survey. Below is a summary of the responses organized by neighborhood.

There was overwhelming support for SPOA's effort to build trails, 77% of members were in support. There was also significant support for keeping the trails limited to SPOA members and their guests (64% in support). The question of whether or not to build parking lots was more controversial. There was a lot of nuance in the comments provided by members and if I could distill some key points that came out of the comments it would be that those not in support

of parking lots had concerns about traffic and encouraging outside visitors to the trails and feeling that a parking lot is not needed if the trails are to serve those living near them. Those in support of parking lots thought that they would be necessary, that people would probably park near trail heads anyway. Many commented that if parking lots are built, that they be limited in number as well as in size. Perhaps 1 lot in the north and 1 in the South. There were suggestions that there be 1-2 car pull offs on roadways near trailheads as opposed to a full scale parking lot.

The Trails Committee has decided to begin trail construction in the north where there are SPOA members living there who can enjoy trails in their neighborhoods. A trail in the South Shore subdivision was constructed last year and we are in discussion on extending that trail and finishing gravel of the portion that is built. This direction was

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| What subdivision do you own land in?            | Do you have a residence on your land?   | Are you supportive of SPOA's effort to build trails in the community? | Do you think the SPOA trails system should be restricted to SPOA members and their guests only? | Are you supportive of SPOA building parking lots for access of the SPOA trails system? | Which trails do you think SPOA should prioritize building?        |
|---|---|---|---|--|---|
| <b>Blackhorse Totals</b>                        | 14 Yes, 23 No                           | 26 Yes, 6 Maybe, 3 No   | 28 Yes, 9 No  | 20 Yes, 11 No, 5 Maybe   | 5 - North, 8 - South, 5 - CR16 Trail                              |
| <b>Coyoted Run Totals</b>                       | 11 Yes                                  | 10 Yes, 1 Maybe   | 7 Yes, 4 No   | 2 Yes, 3 Maybe, 5 No   | 4 - North   |
| <b>Eagle's Nest Totals</b>                      | 13 Yes                                  | 11 Yes, 1 Maybe   | 8 Yes, 5 No   | 9 Yes, 1 Maybe, 1 No   | 4 - North, 1 - CR16 Trail   |
| <b>Eagle's Watch Totals</b>                     | 19 Yes, 2 No                            | 17 Yes, 3 Maybe, 1 No   | 13 Yes, 9 No  | 11 Yes, 4 Maybe, 6 No  | 8 North, 1 - South, 6 - CR16 Trail                                |
| <b>Horseback Totals</b>                         | 3 Yes, 12 No                            | 11 Yes, 4 Maybe   | 10 Yes, 5 No  | 8 Yes, 5 Maybe, 2 No   | 5 - North, 1 CR-16 Trail  |
| <b>Meadow Green Totals</b>                      | 35 Yes, 5 No                            | 35 Yes, 3 Maybe   | 23 Yes, 17 No   | 20 Yes, 11 Maybe, 8 No   | 15 North, 1 South, 6 CR-16 Trail                                  |
| <b>Morningside Totals</b>                       | 14 Yes, 14 No                           | 25 Yes, 1 Maybe, 2 No   | 19 yes, 9 No  | 16 Yes, 3 Maybe, 7 No  | 1 - North, 4 - South, 7 - CR-16 Trail                             |
| <b>NYP Totals</b>                               | 18 Yes, 5 No                            | 15 Yes, 2 Maybe, 6 No   | 17 Yes, 6 No  | 8 Yes, 3 Maybe, 12 No  | 6 - North, 1 - CR-16 Trail  |
| <b>Overland Totals</b>                          | 8 No                                    | 6 Yes, 1 No   | 6 Yes, 2 No   | 2 Yes, 1 Maybe, 3 No   | 2 - South, 1 - CR-16 Trail  |
| <b>Redhawk Totals</b>                           | 13 Yes                                  | 11 Yes, 1 Maybe   | 6 Yes, 7 No   | 8 Yes, 2 Maybe, 2 No   | 4 North, 1 - CR-16 Trail  |
| <b>Skyhitch Totals</b>                          | 5 Yes, 22 No                            | 21 Yes, 5 Maybe   | 17 Yes, 10 No   | 15 Yes, 4 Maybe, 5 No  | 2 - North, 4 - South, 2 - CR-16 Trail                             |
| <b>South Station Totals</b>                     | 15 No                                   | 12 Yes, 1 Maybe, 2 No   | 13 Yes, 2 No  | 5 Yes, 2 Maybe, 8 No   | 2 - North, 3 - South, 1 - CR-16 Trail                             |
| <b>South Shore Totals</b>                       | 30 Yes, 27 No                           | 38 Yes, 10 Maybe, 8 No  | 41 Yes, 16 No   | 18 Yes, 11 Maybe, 24 No  | 14 - North, 1 - South, 7 - CR-16 Trail                            |
| <b>SC Townhomes Totals</b>                      | 15 Yes                                  | 13 Yes, 1 No  | 5 Yes, 10 No  | 11 Yes, 4 No   | 1 - North, 3 - CR-16 Trail  |
| <b>Wagon Wheel Totals</b>                       | 17 Yes                                  | 16 Yes, 1 Maybe   | 9 Yes, 8 No   | 10 Yes, 2 Maybe, 5 No  | 8 - North, 4 - CR-16 Trail  |
| <b>None Specified Totals</b>                    | 4 Yes, 12 No                            | 11 Yes, 5 No  | 7 Yes, 10 No  | 10 Yes, 3 Maybe, 3 No  | 3 North   |
| <b>OVERALL TOTALS<br/>(Total 359 Responses)</b> | <b>211 Yes (59%),<br/>145 No (40 %)</b> | <b>278 Yes (77%), 39 Maybe<br/>(11%), 29 No (8%)</b>                  | <b>229 Yes (64%),<br/>129 No (36%)</b>  | <b>173 Yes (48%), 60 Maybe<br/>(17%), 106 No (30%)</b>                                 | <b>82 - North Trails, 24 - South Trails,<br/>46 - CR-16 Trail</b> |

| What types of trail activities are you interested in? |     |
|---|-----|
| Hiking  | 93% |
| Biking  | 75% |
| Cross Country Skiing                                  | 68% |
| Snowshoeing   | 61% |
| Horseback Riding                                      | 14% |
| Other   | 10% |

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## Trails Survey • Continued from Page 5

validated by the survey. Most who commented on a trail to be prioritized wanted a northern trail, a trail along County Road 16 was the next highest priority and southern trails were the least commented on to be a priority trail.

Other general comments and concerns included the following:

- It was important to many to provide a connection or connections to the reservoir.
- Making trails loops and connecting them to each other.
- Designing summer use trails to provide shade.
- Providing a connection between the northern and southern subdivisions.
- Keeping trails away from houses and considering

homeowner and future homeowner privacy in the design of trails.

- Ongoing maintenance concerns as trails get built. Having a plan for weeds and erosion.
- There were concerns that funds could be better spent on improving roads and other infrastructure projects.
- Concerns about disturbing wildlife.
- Connecting to existing BLM and other trails where possible.

If you have any interest in participating in the process of the trails projects, contact Michelle Koci or Amber Stewart to join the Trails Committee.

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PARTNERS

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Mountains For You!**

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**Rebecca Bailey**

970-757-1111

[Rebecca@SteamboatBuySell.com](mailto:Rebecca@SteamboatBuySell.com)

[www.StagecoachHomesAndLand.com](http://www.StagecoachHomesAndLand.com)

## Slash Pile Burning Complete!

The burning of the slash pile, which is located off Stirrup Way, was completed on January 6th.

## ATTENTION All Owners

NO snow mobiles, four wheelers, side sides or any other recreational vehicles are to be recreating on SPOA common area. Be respectful to open space that is used for non-motorized purposes. If you see this please reach out to Michelle Koci the Property Manager at [mkoci@steamboatassociations.com](mailto:mkoci@steamboatassociations.com).

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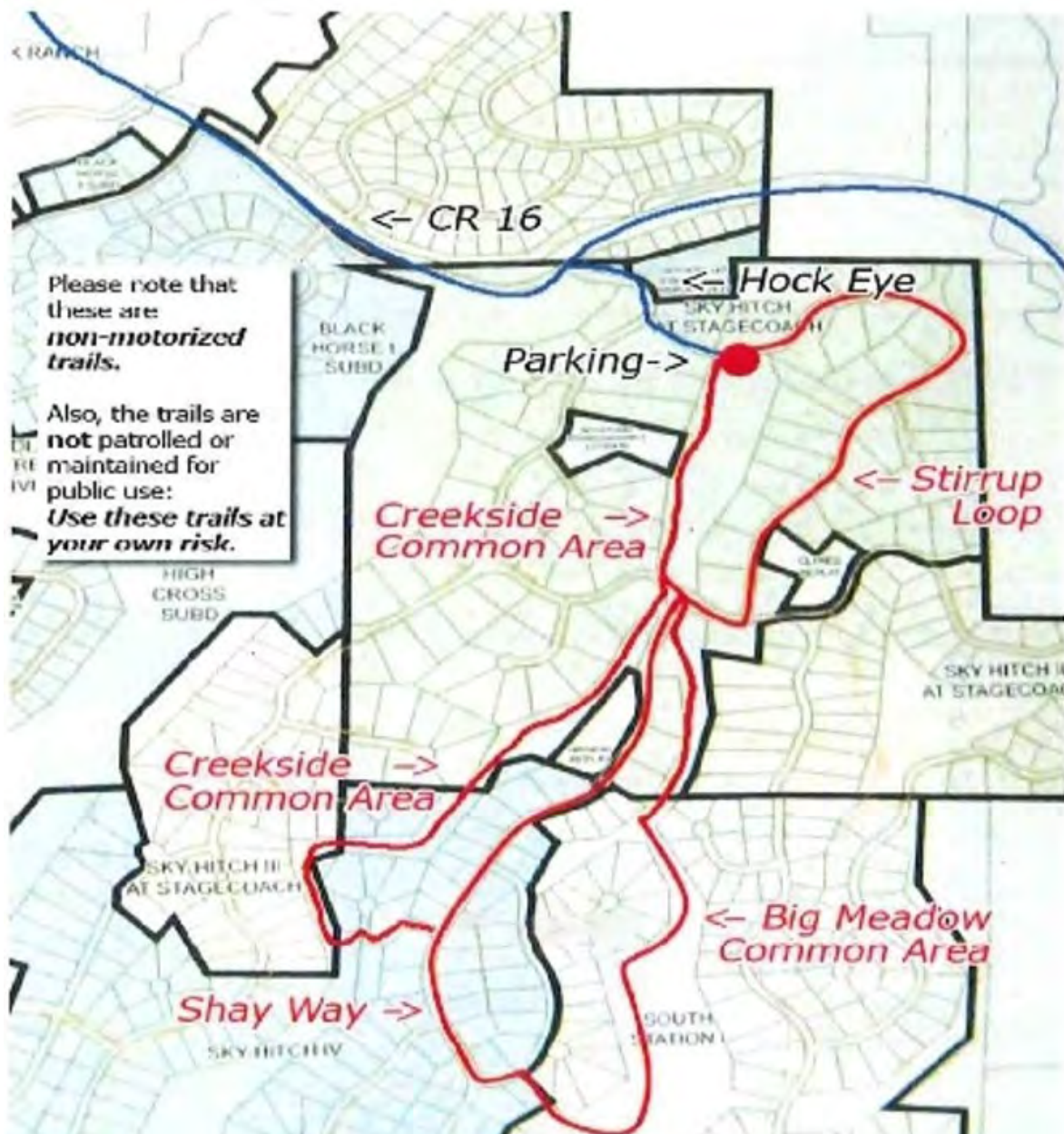
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## Stagecoach Nordic Trails

The Stagecoach Nordic Trails are open and ready for your enjoyment. The trails are groomed after each storm or at least twice a week.

To access the trails, turn on to Hoch-eye Way off of CR16A at about MM 7.4. Turn left onto Stirrup Way and you will see the parking area and trail access.

**THIS AREA IS NOT FOR SNOWMOBILING!** The trails are for skiing and snowshoeing. If you are a snowshoer please stay to the side of the trail.





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## Current Board of Directors

Stagecoach's Governing Body

### PRESIDENT

**Eli Nykamp** (Third Year, First Term)

[elinykamp@gmail.com](mailto:elinykamp@gmail.com)

### VICE PRESIDENT

**Chris Simao** (Second Year, First Term)

[Christopher.simao.spoa@gmail.com](mailto:Christopher.simao.spoa@gmail.com)

### SECRETARY/TREASURER

**Tom Watts** (Second Year, First Term)

[ttwatts@comcast.net](mailto:ttwatts@comcast.net)

### MEMBERS AT LARGE

**Jennifer Hilton** (First Year, First Term)

[Jenn\\_hilton@yahoo.com](mailto:Jenn_hilton@yahoo.com)

**Julia Wallace** (Third Year, First Term)

[wallacetewa@gmail.com](mailto:wallacetewa@gmail.com)

**Amber Stewart** (First Year, Second Term)

[amberlaurel2000@gmail.com](mailto:amberlaurel2000@gmail.com)

**Kit Buell** (Second Year, First Term)

[kitbuell@gmail.com](mailto:kitbuell@gmail.com)

**John Peterson** (First Year, First Term)

[srgnat@msn.com](mailto:srgnat@msn.com)

**Vacant Board Position**

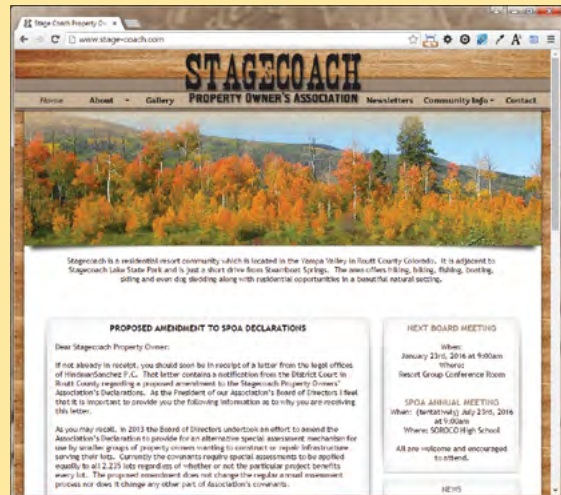
### ACC Committee Members

CHAIRPERSON: Tom Watts, [ttwatts@comcast.net](mailto:ttwatts@comcast.net)

ACTING MEMBERS: Mike Gaenzle, Lucia Howard

## Advertising in the Stagecoach Express

If you would like to advertise in the Stagecoach Express newsletter, please contact the Association Manager, Michelle Koci at [mkoci@steamboatassociations.com](mailto:mkoci@steamboatassociations.com)



The following information can be found on the association's website:

[www.Stage-Coach.com](http://www.Stage-Coach.com)

Financial Statements

Meeting Minutes

Governing Documents

Committee Charters

Community/Common Area Documents

Additional Community Information

For other questions please contact:

Stagecoach Property Owners Association

Managed by Steamboat Association Management

675 Snapdragon Way Suite 100

Steamboat Springs, CO 80487

Association Manager – Michelle Koci

[mkoci@steamboatassociations.com](mailto:mkoci@steamboatassociations.com)

(970) 875-2810



Stagecoach Property Owners Association  
2022 Annual Meeting  
07.23.2022  
Meeting Minutes  
**DRAFT**

**I. CALL TO ORDER**

The meeting was called to order at 9:21 AM MDT.

**II. ROLL CALL**

With 40 owners present, some owning more than one lot and 198 proxies a quorum was established and business could be conducted.

Representing Steamboat Association Management:

Association Manager, April Sparks  
President, Michelle Koci  
HOA Administrator, Tica Moncrief  
Association Manager, Hollie Sutton  
Association Manager, Teresa Long

**III. WELCOME AND INTRODUCTIONS**

Members of the ownership were welcomed. Association thanked local fire department for hosting this year's annual meeting.

**IV. APPROVAL OF MEETING MINUTES**

The 2021 Annual Meeting Minutes were reviewed.

**MOTION:** There was a motion to approve the 2021 annual meeting minutes which was seconded with no dissent nor further discussion motion carried.

**V. PRESIDENT'S REPORT**

BOD President Eli Nykamp & Management introduced members of the board, committee leaders, and management team. Eli thanked the committees for their hard work and due diligence, encourages others to join. Eli also asked owners to help the Board set priorities for the upcoming year and what they would like to see money budgeted for.

**VI. BOARD MEMBERS PRESENTATIONS**

**Road Committee:** John Peterson provided this report as Chris Simao could not attend who is the Chair of this Committee. John discussed that SPOA has contracted Four Points Surveying for three years to assess road improvement and a focus on asset management so roads infrastructure will remain in a usable condition. Work started in 2021 and other projects will hopefully be completed in September. With material and fuel costs on the rise Four Points has requested a 20% increase to offset the rise of inflation; Board will get request in writing, then it will go to a board vote for approval. Ownership wants to know where the projects are taking place, management will get project current standings posted on ownership website.

Ownership wants to look into the 20% increase request, project was supposed to be completed prior to inflation rise. Owners were encouraged to join the Roads Committee or any Committees that are currently in place. Committee is having trouble getting vendors to bid on projects, as there is not a lot of interest. Committee has been working with the Fire Committee on evacuation project that will help with fire mitigation on right of ways that are densely populated. ***ACTION: Follow up with vendor regarding previous agreed timeline and \$20,000 increase.***

**Fire Committee:** Eli Nykamp provided this report as Chris Simao Chairs this Committee as well and was not able to attend. There's \$40,000 currently set aside for fire mitigation. Committee needs more members to join. There will be a meeting in September to get action plan together. The money allotted for the slash pile is to not exceed \$20,000. Currently the Committee is working on solutions for new locations. Owner advised that the Fire Department offers a free service of property evaluation and to help advise on fire mitigation for owners property. Owner stated trees were assessed for hazardous fuel removal in road right of ways to determine their viability and bad trees were flagged.

SPOA Fire Chief gave a brief update on area. Fire is currently at high risk and to be careful regardless of all the rain. Chief advised association to begin the discussion on mitigation for hazardous tree removal and planning now not in September. Ownership can call Rob or chief for home visits. Chief discussed that the area will now have mandatory address signage, much like street signs. Currently the Fire Department has trouble locating residences as there is either no address or the address is not visible. Fire Department is looking for grant to help with costs for signage. Signs will need to be reflective and green, information will be on new fire department website. [www.oakcreekfire.org](http://www.oakcreekfire.org). Local Firefighter gave a brief discussion on the calendar he will be featured in for Colorado firefighters. Money will go to help out state fire districts. Owners can purchase calendars on the website as well.

**Trail Committee:** Amber Stewart the Trail Committee Chair provided the update and progress to ownership. Committee sent survey to ownership and received 239 responses. The previous survey only had 35 responses. Survey results were as follows:

- 80% of respondents were in favor of trails.
- 31% of respondents not in favor of additional parking. Feedback concerns of bringing more people out to the area.
- 13% in favor of horseback riding.
- People also want connection to the reservoir, would like the possibility of a loop.
- Funding for project was discussed majority voted for north, possible road trail to connect North and South.
- Committee stated they received compliments regarding the trails, advises owners that there are no trails currently.

Committee voiced concerns regarding the master plan and it doesn't really fit the actual layout of trails going through wetlands and neighborhoods. Owner reported that noxious weeds are taking part of the newly constructed trail back as a result of the trail not being complete. Owners would like the committee to finish the work it began.

**Friendly Community Reminders:** Management updated owners on several of the existing policies. They made owners aware that full packet that was e-mailed contained the policies that the packet handed out did not.

- Lots containing a residence is allowed one.
- Applications for new structures can be found on the SPOA website. Application must be completed and returned for ACC review prior to building.
- Ownership can go to [www.stage-coach.com](http://www.stage-coach.com) or [www.steamboatowners.com](http://www.steamboatowners.com) to find formal and informal documents and meeting minutes. Accounts can be paid only at [www.steamboatowners.com](http://www.steamboatowners.com).
- ACC has approved 10 new houses and 11 other applications regarding sheds, greenhouses, fences, ancillary buildings and additions. They are currently reviewing 3 house applications. Last year, 16 house applications were reviewed and 21 other applications. The past two years have shown increases to the amount of applications that are being sent and need to be reviewed meaning the area is growing.
- 2022's Budget is included in the packet. 2023's budget will be approved by the Board at a later date. Ownership will be sent the budget, along with a budget ratification meeting notice once the Board has adopted a budget for the upcoming year. A quorum is not needed for this meeting and will be deemed approved in the absence of a veto.
- Owners/members are encouraged to informally request any other member/owner to cease or correct any action or omission which appears to be a violation. Members can file a written complaint that states in concise language the acts or omissions which the author believes occurred and shall include as many specifics as are available at the time, date, location and persons involved. This is so the complaint can be investigated and verified.

## **VII. TREASURER'S REPORT**

Management reviewed the financials through May 31, 2022.

Total Assets- At the end of May 31<sup>st</sup> there was \$846,676. Of this balance, \$320,907 was in the checking account, \$223,553 was in the money market account and \$302,214 was in CDAR accounts. There is also \$150,032 of restricted road funds held for use in the Horseback, Morningside and South Shore Subdivisions.

Operating Income- For annual assessments for the period of January through May there was \$52,915 with other income (i.e. fines, late fees, finance charges, etc.) of \$5,813 for a total income of \$58,728.

Operating Expenses- For the same period, expenses include management fees, professional services including accounting and legal, insurance, maintenance costs, including the grooming of the Nordic trail and the maintenance of Coyote Run playground, as well as meetings and postage.

Through May 2022, the Associations operating surplus (income minus expenses) is \$6,555.

Project/Reserve Income- Through May from annual assessments and interest there was \$63,611. YTD project/reserve spending was \$2,238, which includes \$85 in fire mitigation, \$153 in common area-trail systems and \$2,000 in subdivision grant program.

Through May 2022, the Association's YTD project/reserve surplus (income minus expenses) is \$51,016.

Restricted Funds Income- Reflects \$165 in interest income earned on funds held. There was no spending of these funds through May.

Accounts Receivable- At the end of May 2022, net accounts receivable was \$62,770. Forty-five members are delinquent three or more years. 236 are delinquent two years or less some owing just \$0.84. By state statute, the Association has liens on all properties where the owners are past due on payment of their assessments.

The assessments for 2022 were \$125. The final 2023 assessment could be raised by 5%. The Board will determine if the assessments will increase when the 2023 budget is adopted this fall. Notice of the annual assessment will be sent to the ownership at the end of November.

## **VIII. ELECTION OF BOD**

SPOA has a nine-person board. Terms are for three years and there are three positions open. Members interested in joining the board of directors must have their name on title deeds.

Call to Serve/Nominations: There's two interested owners John and Amber Stewart who currently serve on the board. John Peterson, Amber Stewart, and Jennifer Hilton were nominated and elected to board through acclamation.

## **IX. OWNERSHIP Q/A**

- Ownership wanted to know how to get fiber optics to the area, heard a few have already received it, when will the rest of SPOA? They are working slowly through area, owners must have SPOA approval, must of the house with fiber optics are in the North. Owners reports they were on wait list for a year prior to installation.
- Ownership wants to be involved in budget discussions; management encouraged them to join next meeting where budget discussion will take place.
- Owner voiced concerns for new owns clearing lots when not necessary, fears erosion. Board is currently working on language advising not to cut down every tree.
- Ownership voiced concerns regarding local realtors selling land that may not have access to water and sewer. There was lengthy discussion regarding permits and vault limitations in the area, ownership wants to make sure realtors are not selling false security to new buyers, may not be able to build a house. Management stated there is a meeting with local realtors to educate them on SPOA in September.

## **X. ADJOURNMENT**

With nothing further to discuss meeting was adjourned at 11:09 AM MDT.



## STAGECOACH PROPERTY OWNERS' ASSOCIATION COLLECTION POLICY

Adopted \_\_\_\_\_, 2022

The following procedures have been adopted by Stagecoach Property Owners' Association ("Association") pursuant to C.R.S. § 38-33.3-209.5, at a regular meeting of the Board of Directors.

**Purpose:** To establish a uniform and systematic procedure for collecting Assessments and other charges of the Association, thus ensuring the financial well-being of the Association.

**Collection Philosophy:** All Owners are obligated by the Stagecoach Declaration of Covenants, Conditions and Restrictions, as amended ("Declaration") to pay all dues and Assessments in a timely manner. Failure to do so jeopardizes the Association's ability to pay its bills. Failure of Owners to pay Assessments in a timely manner is also unfair to other Owners who do. Accordingly, the Association, acting through the Board of Directors, must take steps to ensure timely payment of Assessments.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of Assessments and other charges of the Association:

1. Due Dates. The annual common expense Assessments, as determined by the Association's Board of Directors, and as allowed for in the Declaration and Colorado law, shall be due and payable annually, due on the first (1<sup>st</sup>) day of each February, or as may otherwise be determined by the Board of Directors. Special Assessments, individual purpose Assessments and reimbursement Assessments, if any, may be assessed or made from time to time by the Association in accordance with the Declaration and are due and payable as determined by the Board. All Assessments or other charges not paid to the Association when due shall be considered past due and delinquent.
2. Interest. Any Assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per year. All such fees and interest shall be due and payable immediately, without notice, in the manner provided for payment of Assessments.
3. Return Check Charges. A twenty-dollar (\$20.00) fee shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner of the property for which payment was tendered to the Association. If two or more of an Owner's checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order.
4. Attorneys' Fees and Collection Costs on Delinquent Accounts. The Association shall be entitled to recover from an Owner its reasonable attorneys' fees and collection costs, including any costs of collection charged by the Association's management company, incurred in the collection of Assessments or other charges due, whether or not a lawsuit has been initiated against the Owner. The Association shall be entitled to recover its post-judgment and appellate attorneys' fees and costs incurred from an Owner.
5. No Offsets. No Owner may be exempt from liability for payment of any Assessment or other charge for any reason, including but not limited to, the abandonment of the property against which the Assessment or charge is made. All Assessments shall be payable in the amounts specified and no offsets

or reduction shall be permitted for any reason including, without limitation, any claim that the Association or Board of Directors is not properly exercising its duties and powers under the Declaration.

6. Application of Payments Made to the Association. If an Owner owes both unpaid Assessments and unpaid fines, fees, or other charges and makes a payment to the Association, the Association shall apply the payment first to the Assessments owed and any remaining amount to the fines, fees, or other charges owed. The Association has the discretion to return any payment containing a restrictive endorsement or directing application of payments contrary to this provision.

7. Offer of Repayment Plan. In its Notice of Delinquency, described in section 8, below, and subject to the following requirements and conditions, the Association shall offer a repayment plan to any Owner and make a good faith effort to coordinate a repayment plan with the Owner:

- a. The repayment plan must allow the Owner the right to pay off the delinquency in monthly installments over a period of up to eighteen (18) months;
- b. The Owner may choose the amount to be paid each month of the repayment plan, so long as each payment is in an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00);
- c. An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan;
- d. No repayment plan need be offered if the Owner does not occupy the Unit and has acquired the Unit as a result of:
  - i. A default of a security interest encumbering the Unit; or,
  - ii. Foreclosure of the Association's lien;
- e. The Association is not required to offer a repayment plan or negotiate such a plan with an Owner who has previously entered into a payment plan with the Association;
- f. The Owner's failure to remit payment of at least three (3) monthly installments of an agreed-upon installment within fifteen (15) days of the due date, or to remain current with regular Assessments as they come due during the period of the repayment plan, constitutes a failure to comply with the terms of the repayment plan; and,
- g. The Association may pursue legal action against the Owner if the Owner fails to comply with the terms of the repayment plan.

8. Notice of Delinquency. After an installment of an Assessment or other charge owed to the Association becomes delinquent, and before the Association turns the delinquent account over to a collection agency or refers it to the Association's attorney for legal action, the Association shall cause a Notice of Delinquency to be sent to the Owner who is delinquent in payment. The Notice of Delinquency shall specify the following:

- a. a description of the steps the Association must take before it may take legal action against the Owner, including a description of the Association's cure process for covenant violations as specified in its policy governing enforcement;

- b. a description of what legal actions the Association may take against the Owner, including a description of the types of matters the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association;
- c. the total amount due, with an accounting of how the amount was determined;
- d. whether the total amount due concerns unpaid Assessments; unpaid fines, fees, or charges; or both;
- e. whether the delinquency concerns unpaid Assessments that may lead to foreclosure;
- f. whether an opportunity to enter into a repayment plan exists and the instructions for contacting the Association or its manager to enter into such a repayment plan;
- g. the name and contact information for the person the Owner may contact to request a copy of the Owner's ledger in order to verify the amount owed;
- h. that action is required to cure the delinquency and the specific action required to cure the default; and
- i. that failure to cure the delinquency within thirty (30) days may result in the delinquent account being turned over to a collection agency or the Association's attorney, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's Unit, or other remedies available under Colorado law.

The Association may send additional notices to the Owner, either before or after the Notice of Delinquency set forth in this section, for as long as amounts remain past due on the Owner's account. However, the Association is only required to send one (1) Notice of Delinquency as provided for in this section. The Notice of Delinquency shall be sent by certified mail, return receipt requested; physically posted at the Unit; and sent by U.S. regular mail at the property address unless the Owner has given notice, in writing, to the Association of an alternate address. In lieu of sending the Notice of Delinquency by regular U.S. mail, the Association may, but is not required to, send it by text message to a cellular number the Association has on file because the Owner has provided the number to the Association, or by electronic mail to an e-mail address that the Association has on file because the Owner has provided the address to the Association.

9. Balance Letter. On a monthly basis and by First-Class Mail and e-mail, if the Association has the Owner's e-mail address, the Association shall send each Owner who has any outstanding balance owed to the Association an itemized list of all Assessments, fines, fees, and charges that the Owner owes to the Association ("Balance Letter"). ***If the Association has incurred, or will incur, attorneys' fees and costs that have not yet been billed to the Association and added to the Owner's account, the Balance Letter shall indicate that the outstanding balance may not include all charges that have been or will be incurred and does not constitute a payoff.***

10. Notices. Except as otherwise provided herein, any notices shall be mailed to the Owner via regular U.S. mail at the property address unless the Owner has given notice, in writing, to the Association of an alternate address. If an Owner has provided written notification to the Association of a valid email address or cellular number, the Association may, but shall not be required to, also send notices to the Owner via email transmission or text. The Association shall send the Notice of Delinquency, Balance Letter, and all

other notices to the Owner in English and in any other language the Owner designates in a writing that the Owner mails to the Association by certified United States mail, return receipt requested. In addition, the Association shall mail the Notice of Delinquency, Balance Letter, and all other notices in English to any contact person the Owner designates in a writing that the Owner mails to the Association by certified United States mail, return receipt requested.

11. Liens. If payment in full of any Assessment or other charge is not received by the deadline stated in the Notice of Delinquency, the Association may cause a notice of lien to be filed against the property. The lien shall include Assessments, fees, charges, late charges, attorneys' fees, fines, interest, and other charges pursuant to C.R.S. § 38-33.3-316(1).

12. Referral of Delinquent Accounts. After the deadline stated in the Notice of Delinquency has expired, the Association may, but shall not be required to, refer the delinquent account to its attorney or a collection agency for collection. An account may only be referred to an attorney or a collection agency if a majority of the Board of Directors votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308(4)(e). Upon referral to the attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors or the Association's managing agent, the attorney shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and *ex parte* appointment of a receiver of the Owner's property.

13. Foreclosure of Lien. Notwithstanding any provision of this policy to the contrary, the Association may only foreclose the lien if:

- a. The balance of the Assessments and charges secured by the lien equals or exceeds six (6) months' worth of regular Assessments based on the periodic budget adopted by the Association;
- b. The Board of Directors has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Unit on an individual basis; and
- c. The lien does not consist only of fines that the Association has assessed against the Owner, and/or collection costs or attorneys' fees that the Association has incurred and that are only associated with fines.

Any Owner that fails to accept a repayment plan within thirty (30) days of the Notice of Delinquency is deemed to have declined the repayment plan and the Association may commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein. The Association may commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein against any Owner that accepts a repayment plan and fails to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due without further notice.

14. Waivers. Nothing in this policy shall require the Association to take specific action(s) other than as set forth herein and to notify Owners of the adoption of this policy. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Any such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the



procedures contained herein, as the Association may determine appropriate under the circumstances, except as may be prohibited by Colorado law.

15. Order of Remedies. Subject to the restrictions contained in the “Foreclosure of Lien” section above, the Association may pursue any actions or remedies including, but not limited to, actions for personal judgment, foreclosure, or receivership (on an *ex parte* basis or otherwise and for purposes of collecting the lien balance coming due to the association both pre-judgment and post-judgment in any judicial proceeding), to collect amounts owed in any order.

16. Definitions. Capitalized terms not defined in this Policy are used as defined in the Declaration, as may have been amended.

17. Severability. If any provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.

18. Superseding Previous Policies. This policy shall replace and supersede any previous rules and regulations or policies of the Association addressing the collection of past due Assessments.

Stagecoach Property Owners' Association

By: \_\_\_\_\_  
President

This Collection Policy was adopted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, effective the 10<sup>th</sup> day of August, 2022, and is attested to by the Secretary of Stagecoach Property Owners' Association.

\_\_\_\_\_  
Secretary

**STAGECOACH PROPERTY OWNERS' ASSOCIATION  
POLICY REGARDING CONDUCT OF MEETINGS**

Adopted \_\_\_\_\_, 2022

The following procedures have been adopted by Stagecoach Property Owners' Association ("Association") pursuant to the provisions of C.R.S. § 38-33.3-209.5, at a regular meeting of the Board of Directors ("Board").

**Purpose:** To establish a uniform and systematic protocol for conducting Association meetings, including Members' meetings and Board meetings; to ensure equitable participation by Members while permitting the Board to conduct the business of the Association; and to memorialize the circumstances under which the Board may convene into executive session.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the conduct of Member meetings and Board meetings:

1. Members' Meetings. All Association meetings are open to every Member, or to any person designated by a Member in writing as the Member's representative, and Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings; except that at regular and special meetings of the Board, Members who are not Board members may only participate in deliberation and discussion as provided below.
2. Board Meetings. All regular and special meetings of the Board, or any committee of the Board, are open to attendance by all Members, or to any person designated by a Member in writing as the Member's representative. Except as provided below, Members who are not members of the Board may not participate in any deliberation or discussion unless and until expressly so authorized by a vote of the majority of a quorum of the Board.
3. Members' Right to Speak at Board Meetings. At Board meetings, before the Board takes formal action on an item under discussion, the Board shall permit Members, or their designated representatives, to speak. This is in addition to any other opportunities to speak that may be present on the agenda. The Board may place reasonable time restrictions on those persons speaking during any meeting. The Board shall permit a reasonable number of persons to speak on each side of an issue.
4. Agenda; Open Forum. All Association meetings, including committee meetings, meetings of the Board, and meetings of the Members, may be conducted by wholly electronic means as long as all parties participating may hear each other during the meeting, and in such case all parties participating are deemed present at the meeting. The President of the Board of Directors, and in his or her absence, the Vice President, shall chair all meetings. The agenda for all meetings shall follow the order of business specified by the Association's Bylaws, and if none, in accordance with the order of business determined by the Board. The agenda for Members' meetings may include a Member Open Forum during which any Member or Member's designated representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy. The agenda for Board meetings may include a Member Open Forum, subject however, to the Board's right to dispense with or limit the Member Open Forum at the Board's discretion.
5. Limits on Right to Speak During Open Forum. The Board shall have the right to determine the length of time of any Open Forum. The chair of the meeting may place reasonable limitations upon the time given to each Member seeking to comment, to allow sufficient time for as many Members as possible to comment within the time permitted. Unless otherwise determined by the chair, the time limit will be three minutes per Member. The chair shall, to the best of his/her ability, allocate time to each Member for comment so as to allow as many Members as possible to speak within the time permitted.

Each Member will only be allowed to speak more than once during Open Forum at the discretion of the Board. No Member may speak a second time until all Members wishing to speak have had an opportunity to speak once.

6. Sign-Up Sheets. A sign-up sheet will be made available to Members immediately prior to the meeting. Any Member wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Subject to the remaining provisions of this policy, Members will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Members wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting.

7. Attorney-Client Privileged Communications. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

8. Recording of Meetings. Note taking is permitted. However, video or audio recording of all or any portion of any meeting by any Member, or their designated representative, is prohibited.

9. Member Conduct. No Member is entitled to speak until recognized by the chair. There shall be no interruption of anyone who has been recognized by the chair except by the chair. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chair and not other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.

10. Curtailment of Member Conduct. Should the chair determine that any Member has spoken for the allocated amount of time or longer, or determine that the Member is in violation of the provisions of this policy, the chair shall have the authority to instruct that Member to yield the floor, and that Member will be obligated to comply with the chair's instruction.

11. Disruptive or Unruly Behavior. If a Member refuses to stop talking after his/her allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:

- a. The chair will issue an oral warning that if the Member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, either the meeting will be adjourned and/or law enforcement/security will be called to remove the Member.
- b. If the Member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chair will call a recess and speak directly to the Member, reiterating that either the meeting will be adjourned and/or law enforcement/security will be called to remove the Member.
- c. If the Member still refuses to cooperate, the chair may choose whether to adjourn the meeting to another time and/or to call law enforcement/security.

12. Executive Session. Notwithstanding any other provision in this policy, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board members and other persons specified by the Board; provided that any such executive or closed door session may only

be held in accordance with the provisions and requirements of the Colorado Common Interest Ownership Act, as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:

- a. Matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
- b. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- c. Investigative proceedings concerning possible or actual criminal misconduct;
- d. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- e. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a unit owner and any referral of delinquency; and/or,
- f. Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the Board members convene in executive session, the chair shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. No rule or regulation of the Board shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following an executive session.

13. Miscellaneous.

- a. Waiver. The Association's failure to enforce any provision of this policy shall in no event be deemed to be a waiver of the right to do so thereunder.
- b. Supersedes Prior Policy. This policy supersedes any other policy previously adopted by the Board addressing conduct at Board and Member Meetings.
- c. Severability. If any provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.
- d. Supplement to Law. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

Stagecoach Property Owners' Association

By: \_\_\_\_\_



President

This Policy Regarding Conduct of Meetings was adopted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, effective the 10<sup>th</sup> day of August, 2022, and is attested to by the Secretary of Stagecoach Property Owners' Association.

\_\_\_\_\_  
Secretary

# STAGECOACH PROPERTY OWNERS' ASSOCIATION COVENANT ENFORCEMENT POLICY

Adopted \_\_\_\_\_, 2022

The following procedures have been adopted by Stagecoach Property Owners' Association ("Association") pursuant to the provisions of C.R.S. § 38-33.3-209.5, at a regular meeting of the Board of Directors.

**Purpose:** To adopt a policy setting forth procedures for the enforcement of the Association's restrictive covenants and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association adopts this Covenant Enforcement Policy ("Policy") for the enforcement of the Association's restrictive covenants and rules:

## **I. General Provisions**

1. Power. The Board of Directors ("Board") has the authority to hear and make decisions regarding alleged violations and written complaints filed with the Board and impose fines or other sanctions pursuant to this policy. The Board may determine enforcement action on a case-by-case basis in the exercise of its reasonable business judgment and consistent with the law, and take other actions as it may deem necessary and appropriate to assure compliance with the Stagecoach Declaration of Covenants, Conditions and Restrictions, as amended ("Declaration"), the Association's Articles of Incorporation, Bylaws, and rules and regulations (collectively the "Documents") promulgated thereunder and to further the Documents' purposes.
2. Other Enforcement Remedies. These enforcement procedures may be in addition to other specific remedies outlined in the Documents. The Association is not required to follow these enforcement procedures before seeking remedies that do not include the levying of fines or bringing legal action against an Owner. The Association may seek assistance with towing and from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.
3. Responsibility for Actions of Tenant or Guest. Owners are responsible for the actions of their tenants and guests. If an Owner's tenant or guest violates the Documents and a fine is imposed, the fine shall be assessed against that Owner.
4. Reporting Violations. An Owner may report a violation of the Documents by filing a written complaint with the Association's Board or community association manager. In addition to acting upon a complaint by an Owner, the Board or community association manager, upon their own discovery of an alleged violation of the Documents, may initiate these enforcement procedures upon a reasonable determination that a violation has been committed. All complaints shall be maintained with the Association's records relating to the Unit associated with the complaint, but are not records that the Association must produce under C.R.S. § 38-33.3-317. The written complaint by an Owner reporting a violation shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location, and persons involved. While the Association will not accept anonymous complaints, the Association is not obligated to disclose the identity of the complaining party unless otherwise required by law.
5. Impartial Decision-Maker. The Association shall rely upon an impartial decision maker for all decisions concerning potential violations. An impartial decision maker is a person or group of persons

who do(es) not have any direct personal or financial interest in the outcome. A decision maker will not be deemed to have a personal or financial interest in the outcome, if the outcome will not cause the decision maker any greater benefit or detriment than the community's general membership.

6. General Notice Requirements. If the Association determines that a Unit Owner or someone acting through them has violated the Documents, the Association shall send the Unit Owner a Health & Safety Notice, as described in section 10, below, *or* a Notice of Violation, as described in section 15, below. All notices must be in English and in any language the Unit Owner ("Respondent") has indicated a preference for pursuant to C.R.S. § 38-33.3-209.5(1.7)(a)(1). In addition, all notices must include (a) the details of the complaint, or include a copy of the complaint; (b) the action or actions that may be taken by the Association in response to the alleged violation, including the interval upon which fines may be imposed if the violation is continuing in nature and the time after which the Association may commence legal action to obtain compliance; (c) the action or actions required to cure the alleged violation; (d) the Respondent's right to be heard, either orally or in writing; and (d) the process to request and schedule an in-person hearing.

7. Additional Notices. The Association may send additional notices to the Respondent, either before or after the notices specifically set forth in this policy.

8. Confirmation of Cure. Once the Respondent cures a violation, the Association shall notify the Respondent that the Respondent will not be further fined with respect to that specific violation and of any outstanding fine balance that the Respondent owes to the Association.

## **II. Health and Safety Violations**

9. Definition. Health and safety violations are those violations that have the potential to affect a person's mental or physical condition and circumstances likely to cause danger, risk, or injury to people, pets, or property. These violations may include, but are not limited to: noise violations; fire hazards; hoarding; infestations of insects, mice, rats, or other vermin; short-term rental violations; parking violations; structural, electrical, or plumbing alterations; harassment; and violations of local, state, or federal law intended to protect public health and safety.

10. Notice of Health & Safety Violation. If the Association reasonably determines that a health and safety violation has occurred, it shall send a notice ("Health & Safety Notice") to the Respondent that meets the requirements set forth in section 6, above, and demands the Respondent cure the violation within 72 hours of receiving the Health & Safety Notice or face fines, legal action, or both. The Health & Safety Notice shall also state that if the Respondent fails to cure the violation within the initial 72-hour compliance window, the Association may then assess fines for the ongoing violation every other day. If possible, the Association shall send the Health & Safety Notice to the Respondent by email, to the email address provided by Respondent to the Association. If Respondent has not provided the Association with an email address, the Association shall send the Health & Safety Notice by regular U.S. Mail, and may also send it by certified mail, return receipt requested, or by posting it at the Unit. The Health & Safety Notice shall include the fine schedule set forth in section 12, below. In addition, the Health & Safety Notice shall inform the Respondent that they may appeal any fine by submitting a written request for a hearing within 14 days of the date the Association issues the Health & Safety Notice.

11. Inspection. The Association shall inspect to see whether the Respondent has cured the health and safety violation as soon as practicable after the 72-hour cure period has passed. If the Respondent has failed to cure the violation, the Association may impose fines on the Respondent in accordance with section 12, below.

12. Fines for Health & Safety Violations. If the Respondent fails to cure a health and safety violation within 72 hours of receiving the Health & Safety Notice, the Association may fine the Respondent as frequently as every other day for ongoing or repeated violations according to the following fine schedule:

| <u>Fines for Discrete Violations</u> | <u>Fine Amount</u> |
|--------------------------------------|--------------------|
| First Violation                      | \$500.00           |
| Second Violation                     | \$750.00           |
| Third & Subsequent Violations        | \$1,000.00         |

13. Request for Hearing. Respondents may request a hearing regarding any fine for a health and safety violation by submitting a written request to the Association within 14 days of the date the Association issues the Health & Safety Notice or assesses a fine for the violation assigned in the Health and Safety Notice. The hearing shall comply with the procedures set forth in section 21, below.

14. Commencement of Legal Action. If the Association determines that Respondent has failed to cure a health and safety violation within the 72-hour cure period, the Association may commence legal action in accordance with section 23, below.

### **III. Regular Violations**

15. Notice of Violation. If the Association reasonably determines that a violation of the Documents has occurred, and it is not a health and safety violation as defined above in Section 8, the Association shall send a notice to the Respondent (“Notice of Violation”) that meets the requirements set forth in section 6, above, as well as this section. The Association shall send the Notice of Violation by certified mail, return receipt requested, as well as by prepaid, first-class United States mail, addressed to the Respondent’s mailing address appearing on the Association’s records. The Association may also send the Notice of Violation to any electronic mail address on file with the Association and provided by the Respondent. The Notice of Violation shall advise the Respondent that they have 30 days to cure the violation (“First Cure Period”) which commence on the date the Association issues the Notice of Violation and shall further provide for a second consecutive 30-day cure period (“Second Cure Period”) in the event the violation is not cured within the First Cure Period.

The Notice of Violation shall include the fine schedule set forth in section 18, below, and inform the Respondent that if they fail to cure the violation within the First Cure Period or Second Cure Period, the Association will assess one or more fine(s) in accordance with the schedule.

Further, the Notice of Violation shall inform the Respondent that if they cure the violation within the First Cure Period or Second Cure Period, they may provide the Association with written notice of the cure (“Notice of Cure”) and that if the Notice of Cure includes visual evidence that the violation has been cured, the violation is deemed cured as of the date the Respondent sends the notice.

Finally, the Notice of Violation shall inform the Respondent that they may submit a written request for an in-person hearing within 14 days of the date the Association sends the Notice of Violation or assesses a fine for the violation described in the Notice of Violation.

16. Notice of Cure. If the Respondent cures the violation within any Cure Period, the Respondent may send the Association a written Notice of Cure. If the Respondent includes visual evidence that they have cured the violation, the violation is deemed cured on the date the Respondent sends the notice. If the Respondent does not provide visual evidence with their Notice of Cure, the Association shall inspect for compliance as soon as practicable after receiving the Notice of Cure.

17. Inspection. The Association shall inspect Respondent's property within seven days after expiration of each Cure Period and shall notify the Respondent if the violation remains uncured and whether any fine has been assessed. If a violation has not been cured within the First Cure Period or Second Cure Period, regardless of any notice provided or hearing requested by the Respondent, the Association may assess a fine as provided in this Policy.

18. Fines for Regular Violation. Fines may be levied by the Board or the impartial decision maker for regular violations of the Documents as follows:

| <u>Fines for Discrete Violations</u>          | <u>Fine Amount</u> |
|---|--------------------|
| First violation (first Notice of Violation)   | \$50.00            |
| Second violation (second Notice of Violation) | \$200.00           |
| Third violation (third Notice of Violation)   | \$250.00           |

19. Request for Hearing. Respondents may request a hearing to appeal any fine for a regular violation by submitting a written request to the Association within 14 days of the date the Association issues the Notice of Violation or assesses a fine for the violation described in the Notice of Violation. The hearing shall comply with the procedures set forth in section 21, below.

20. Commencement of Legal Action. If the Association determines that Respondent has failed to cure a regular violation within the Second Cure Period, the Association may commence legal action in accordance with section 23, below.

#### **IV. Hearing Procedure**

21. Hearing to Appeal Fines. If a Respondent timely requests a hearing regarding a fine, the Association shall schedule a hearing and provide the Respondent with written notice of date and time at least 7 days in advance. The Board may grant continuances for good cause. Each hearing shall be held by the Board or another impartial decision maker appointed by the Board. The Board or the impartial decision maker may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit it to reach a just decision. The Respondent is required to attend the hearing and may present relevant evidence. If the Respondent fails to attend the hearing, Respondent will be deemed to have waived their right to appeal the fine(s) in question and the Association shall not be required to provide Respondent with any further notice regarding such fines. Any interested party may present relevant evidence at the hearing. Any decision by the Board or the impartial decision maker shall be fair and reasonable taking into consideration all the relevant facts and circumstances.

22. Decision on Fine Hearing. The Board or other impartial decision maker shall render its decision on whether to rescind the fine(s) in question based on the information contained in the complaint, evidence presented at the hearing (if any), and the Respondent's written response (if any), and considering all the relevant facts and circumstances. If the Board does not inform the Respondent of its decision at the time of the hearing, Board will provide a written notice of the decision to the Respondent's address of record via regular U.S. mail within five (5) business days after the decision is made.

#### **V. Commencement of Legal Action**

23. Commencement of Legal Action. The Association is not required to impose fines before seeking to enforce the Documents by taking legal action, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief, damages, or both. However, the Association shall not commence legal action for a health and safety violation until it has confirmed, through inspection, that



the Respondent has failed to cure the violation within 72 hours of receiving the Health & Safety Notice. Similarly, the Association shall not commence legal action against the Respondent for a regular violation until the Association has confirmed, through inspection, that Respondent has failed to cure the violation before the end of the Second Cure Period.

24. Liability for Attorney's Fees, Costs, and Damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding or correspondence under this Policy. If a violation involves damage to Association property, the Association may charge the Respondent for the costs of repair or replacement.

25. Lien. Fines imposed pursuant to this Policy shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration; fines are part of the Association's lien but are not subject to a foreclosure action.

## **VI. Alternative Remedies**

26. Suspension of Privileges. In addition to levying fines, and without limiting the Association's remedies under the Documents, the Board may suspend membership privileges, which may include, but shall not be limited to, suspension of access to Association amenities and suspension of voting privileges, and impose other sanctions in accordance with the Documents and applicable Colorado law. The Association is not required to follow the procedures set forth in this Policy to suspend membership privileges and instead may follow other procedures specified in the Documents for such suspension. If the Documents do not specify procedures for suspension of privileges or state conditions for when procedures are automatically suspended, the Association shall provide reasonable notice and opportunity for a hearing prior to the suspension of privileges. The Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation and for up to 60 days thereafter, unless such violation is a continuing violation, in which case such suspension may continue for as long as such violation continues and for up to 60 days thereafter. However, nothing in this section shall require notice and an opportunity for the suspension of voting privileges if the Documents do not require a hearing.

27. Owner-to-Owner Enforcement. Individual Owners have the right to enforce the Documents against other Owners and are not bound by the procedural and notice requirements imposed on the Association by C.R.S. § 38-33.3-209.5. Consequently, certain types of violations may be best handled through Owner-to-Owner legal action.

28. Governmental Enforcement. If a violation of the Documents also constitutes a violation of local, state, or federal law, the Association may request that the applicable governmental entity enforce that law.

## **VII. Miscellaneous**

29. Waiver. The Association's failure to enforce any provision of this policy is never a waiver of the right to do so thereafter.

30. Communications. Any Owner may provide the Association with written notice of any additional designated contact for correspondence and notices, as well as any language other than English that the Owner prefers for correspondence and notices by Certified Mail, Return Receipt Requested, and electronic mail to the address used by the Association for receipt of complaints. The Owner is responsible for all costs incurred by the Association in providing notices and translations as provided herein.

31. Severability. If a provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.

32. Supersedes Prior Policy. This policy supersedes any other policy previously adopted by the Board addressing the enforcement of the Association's restrictive covenants and rules.

Stagecoach Property Owners' Association

By: \_\_\_\_\_  
President

This **COVENANT ENFORCEMENT POLICY** was adopted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, effective the 10<sup>th</sup> day of August, 2022, and is attested to by the Secretary of Stagecoach Property Owners' Association.

\_\_\_\_\_  
Secretary

## **The SPOA Board is Considering New Policies Concerning Collection and Building**

At the end of this Newsletter are four new policies that the SPOA Board is considering for adoption at the March 30<sup>th</sup> meeting. The first policy changes the way that SPOA collects delinquent assessments. The second policy clarifies the way in which meetings of the Association are to be conducted. The third policy changes the way that SPOA handles violations of the Stagecoach Covenants. And the fourth policy clarifies what actions must be taken by an Owner to properly submit an application to construct a structure on a Lot. Please review these proposed policies. If you have comments, please send your comments to the Managing Agent, Michelle Koci.

## **[PROPOSED] SPOA Policy 2023-1 relating to applications for ACC approval of construction.**

WHEREAS, Article V of the Stagecoach Declaration of Covenants, Conditions and Restrictions ("Stagecoach Covenants") provides that, "No building, fence, wall, swimming pool, or other structure, shall be commenced, erected, or maintained ... until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee comprised of three (3) or more representatives appointed by the Board;" and

WHEREAS, Article V also provides that, "In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with;" and

WHEREAS, there has been confusion as to what constitutes submission of plans and specifications sufficient to trigger the start of the thirty-day review deadline specified in Article V; and

WHEREAS, the Association has previously adopted Policy 2019-3, which provides a procedure for Informal Review of plans and specifications; and

WHEREAS, Policy 2019-3 does not specify who must sign an application for Informal Review; and

WHEREAS, there are a number of "Lots" subject to the Stagecoach Covenants that are also subject to a separate set of covenants and restrictions running in favor of a neighborhood association that require approval from the neighborhood association before construction of any structure; and

WHEREAS, SPOA Policy 2019-1 provides that the ACC shall defer to the neighborhood association with respect to the color of a structure, thereby effectively requiring the ACC to wait until the neighborhood association has granted approval before commencing its review; and

WHEREAS, Article V, Section a of the Stagecoach Covenants states that, "All Lots shall be known and described as residential tracts and shall be used only for Residences. No building shall be allowed or erected on any tract in said subdivision **except a Residence** provided that no such building shall exceed two and one-half (2-1/2) stories in height. All porches, storage areas, garden houses, etc., must be attached **to said dwelling house and be constructed so as to constitute one building only** except that one ancillary building in keeping with the overall architecture or scheme of the

dwelling will be permitted provided that it is included both as to design and location on a plansubmitted to the Committee. and

WHEREAS, Article I, Section e of the Stagecoach Covenants states that, ""**Lots:** shall mean and refer to any plot of land on any recorded subdivision map of the Properties with the exception of the Common Areas. "

NOW, THEREFORE, the Board hereby adopts and promulgates the following policy:

### **I. DOCUMENTS WHICH MUST BE PROVIDED FOR FORMAL REVIEW OF AN APPLICATION**

If the applicants elect not to proceed pursuant to the "Informal Review" process specified in Policy 2019-3, then the thirty (30) day review period specified in Article V shall commence only when applicants have delivered to the SPOA managing agent all of the following:

**1. For an application for a new Residence or a new ancillary building, or for a change to an existing Residence or ancillary building that requires Routt County approval :**

- a. A GIS print taken from the County website showing the location of the Lot in relation to the surrounding Lots; and
- b. A site plan, preferably showing topography lines, that shows the proposed location of the structure(s) on the Lot and the proposed location of any propane tank to be situated on the Lot; and
- c. To the extent not shown on the site map, a map of the Lot and the immediately surrounding Lots showing the approximate location of the proposed structure(s) and any Residences located on the surrounding Lots [this map may be roughly drawn by hand]; and
- d. Floor plans, with dimensions noted, for all proposed structures; and
- e. Elevations, with dimensions noted, for all proposed structures, which elevations shall also show the location on the exterior of the house of all materials (including sheet metal, corrugated metal, wood, manufactured wood, stucco, asphalt shingles, wood shingles, cement board, stone and manufactured stone) that the Owner plans to use for the exterior [location of materials may be shown by hand-written notes]; and
- f. Pictures showing the exterior materials (including sheet metal, corrugated metal, wood, manufactured wood, stucco, asphalt

shingles, wood shingles, cement board, stone and manufactured stone) in the colors that the Owner proposes to use; and

g. A signed application form; and

h. Written proof, such as a paper receipt from Routt County, or a screen shot of the Routt County Building Department online records, showing that the plans delivered to the managing agent have already been submitted to Routt County for approval; and

i. If the proposed Residence or ancillary building or change to the Residence or ancillary building requires neighborhood association approval, the applicants shall also deliver written proof that the neighborhood association has approved the construction.

**2. For an application that is not for a Residence or an ancillary building:**

a. A site plan showing the Lot, the location of the existing residence and any other structures on the Lot, and the location of the proposed structure [the proposed structure may be hand drawn on an existing site plan that shows the Residence and other structures]; and

b. Elevations, with dimensions noted, for all proposed structures [The elevations may be drawn by hand]; and

c. Pictures showing the materials composing the exterior of the proposed structure, in the colors that the Owner plans to use.

d. A signed application form; and

e. If the proposed structure requires Routt County approval, the applicants shall also deliver written proof, such as a paper receipt from Routt County, or a screen shot of the Routt County Building Department online records, showing that the plans delivered to the managing agent have already been submitted to Routt County for approval; and

f. If the proposed structure requires neighborhood association approval, the applicants shall also deliver written proof that the neighborhood association has approved the construction.

**3. Managing agent discretion to waive the delivery of documents:** If the managing agent, after conferring with the chairman or chairwoman of the ACC, determines that certain of the documents listed above are not necessary for the review, the managing agent may waive the delivery of



those documents and shall, in that event, notify the applicants of the waiver.

Upon receipt of all of the documents listed above, as modified pursuant to the discretion of the managing agent, the managing agent shall sign and date the application submitted by the applicants and return a copy of the fully signed application to the applicants.

## **II. PROCEDURE IN THE EVENT THAT ROUTT COUNTY REQUIRES CHANGES TO PLANS AFTER THOSE PLANS HAVE BEEN APPROVED PURSUANT TO EITHER FORMAL REVIEW OR INFORMAL REVIEW.**

If Routt County requires changes to plans that have been either formally approved by SPOA or informally approved by SPOA pursuant to provisions of Policy 2019-3, the applicants shall inform the managing agent of the required changes. If the managing agent and the chairman or chairwoman of the ACC agree, or if, in the absence of such agreement, the Board determines that the required changes will result in a structure that is substantially different from the structure approved by SPOA the managing agent will notify the applicants that the previous SPOA approval is withdrawn and the plans, as changed pursuant to the requirements of Routt County, will be reviewed by the ACC pursuant to the formal review requirements of Article V and either approved or disapproved within 30 days from the date of notification.

## **III. WHO MUST SIGN AN APPLICATION FOR SPOA APPROVAL OF PROPOSED STRUCTURES.**

Many of the “Lots” at Stagecoach are owned by multiple parties. Some of those Lots are divided by a County road with different parties owning portions of the Lot on either side of the road. County ordinances may allow construction of residences on each side of the road. But the Stagecoach Covenants allow for only one “Residence” on a “Lot”. So, if an owner built a residence on one side of the road, the owner on the other side of the road would be limited to the construction of an “ancillary building.” To insure that the rights of all owners are protected, the Board adopts the following policy:

**In order for an application to be considered “signed” by the applicants, it must be signed by each and all of the owners of the “Lot” upon which the applicants propose to construct the structure.**

