

STAGECOACH PROPERTY OWNERS' ASSOCIATION
AGREEMENT CONCERNING THE CUTTING AND REMOVAL OF DEAD WOOD

This Agreement is made by and between the Stagecoach Property Owners Association (referred to in this Agreement as "SPOA"), and _____ (referred to in this Agreement as "Owner," "You," or "Your") who is/are one of the owner(s) of Lot # _____ (referred to in this Agreement as the "Lot") located in the _____ subdivision within the Stagecoach community (hereinafter "Stagecoach").

Your Lot contains a relatively large amount of standing and fallen dead wood. By resolution entered on August 20, 2025 and any amendments or revisions thereto, the SPOA directors found that the existence of the standing and fallen dead wood on your property constitutes a forest fire hazard and, for that reason, Your Lot is potentially in violation of Article V, Section p of the Stagecoach Covenants. Removal of forest fire fuel such as deadwood benefits the Owners of Your Lot, and all of the other owners of lots at Stagecoach by attempting to mitigate the health and safety risks posed by forest fires. For that reason, SPOA will match contributions by specified owners of high risk lots, up to \$500, the funds of which will go to pay contractors to cut and remove some of the deadwood from the Owner's Lot.

The SPOA Directors established a forest fire fuel reduction program for Lots at Stagecoach and approved the expenditure of up to \$100,000 to pay the Oak Creek Fire Protection District to cut standing and fallen dead trees on Lots identified by the Projects and Compliance Manager (the "PC Manager"). The payment approval was conditioned upon the agreement of Lot Owners to pay 50% of the cost. The payment/funds match is conditioned on obtaining Owner approval to enter the Lot to cut the wood. The Directors also approved to pay a vendor, selected by the PC Manager, to remove the cut wood from the lots. The removal payment by SPOA was conditioned on obtaining Owner approval but was not subject to any financial contribution by the Owners.

The PC Manager identified certain lots, including Your Lot, that meet the criteria for participation in the forest fire fuel reduction program. Letters were sent to the owners of these lots, inviting them to participate in the program and giving each owner the option to select a level of financial participation ranging from \$100 to \$500.

By signing this agreement, You are agreeing and informing the SPOA that You wish to participate in the program and have committed to pay \$ _____ ("Payment") to cut and remove dead wood from Your Lot.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The SPOA PC Manager, Adrian Pougiales, and vendors selected and hired by SPOA, including employees of the Oak Creek Fire Protection District and Lynx Property Maintenance Services, may enter Your Lot for the purpose of cutting and removing standing and fallen dead wood.

2. SPOA and the contractors hired by SPOA will use reasonable efforts to not damage living trees and other living vegetation. However, by signing this Agreement, You acknowledge that despite the use of reasonable efforts, there may be some damage to living trees and other living vegetation resulting from the cutting and removal of the dead wood. By entering into this agreement, You agree to accept the risk of damage to living trees and vegetation and agree not to pursue any damage claim against SPOA or the contractors hired by SPOA resulting from injury to living trees or other living vegetation.

3. SPOA will make a reasonable effort to hire contractors, which may include the Oak Creek Fire Protection District and Lynx Property Maintenance, to cut and remove dead wood from Your Lot. The amount of cutting work performed will be determined by the amount of the payment chosen by You. SPOA will match the amount of the Owner's payment, up to \$500. If SPOA is unable to hire contractors to do the work, all payments will be refunded.

4. SPOA and the contractors it hires will use reasonable efforts to remove all of the cut dead wood from Your Lot. SPOA will not remove from Your Lot dead wood which has **not** been cut by the contractors hired by SPOA. By signing this Agreement, You acknowledge that even a payment of up to \$1,000 [half of which is paid by SPOA] may **not** be enough to pay for cutting all of the dead wood on Your Lot.

5. You agree to pay to SPOA the Payment which will become due upon receipt, and may be paid through the online payment portal at <https://www.stagecoach.com/assessment-payments> or by sending a check in the correct amount, payable to the Stagecoach Property Owners Association and addressed to the Association at PO Box 138, Yampa, CO 80483. Any portion of the Payment that remains unpaid shall bear interest at the rate of 8% per year.

6. Any and all of the wood removed by contractors hired by SPOA shall be the property of SPOA and/or the contractors hired by SPOA, as they shall agree.

7. Owner, by affixing their signature hereto, warrants that they are one of the owners of the Lot and have authority to sign on behalf of all owners of the Lot described herein.

OWNER:

By: _____

Printed Name: _____

Its: Owner or Authorized Person

Date: _____

SPOA:

By: _____

Name: Adrian Pougiales

Its: PC Manager

Date: _____