

BYLAWS
OF THE
STAGECOACH PROPERTY OWNERS ASSOCIATION

(As amended August 12, 1972; September 14, 1977; August 1980; July 16, 2000; July 14, 2001;
July 15, 2006 and July 26, 2014)

ARTICLE I

NAME AND LOCATION. The name of the corporation is the Stagecoach Property Owners' Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at Monument, Colorado, but meetings of Members and Directors may be held at such places within the State of Colorado, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "*Association*" shall mean and refer to the Stagecoach Property Owners' Association, its successors and assigns.

Section 2. "*Properties*" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "*Common Area*" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "*Lot*" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "*Declarant*" shall mean and refer to The Woodmoor Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "*Declaration*" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of County Recorder, Routt County, Colorado.

Section 8. "*Member*" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular annual meeting of the Members shall be held on a date as determined by the Board of Directors.¹

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of such notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. The conduct of the meeting shall be as outlined in "Roberts Rules of Order."

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, of one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as provided in the Articles of Incorporation, the Declaration, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote there at shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Electronic Appointment of Proxy. A Member may appoint a proxy by transmitting or authorizing the transmission of a telegram, teletype, or other electronic transmission providing a written statement of the appointment to the proxy, to the General Manager of the Association, or if none, to the Secretary of the Board of Directors; except that the transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the Member transmitted or authorized the transmission of the appointment.²

¹ Amended July 15, 2006.

² Added by Amendment, July 15, 2006.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who are Members of the Association.³

Section 2. Term of Office. At the next annual meeting following the effective date of these Bylaws, the Members shall elect three (3) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, and two (2) Directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect the number of Directors required to fill any vacancies on the Board. Each Director so elected shall server for a term of three (3) years. A Director may serve only two (2) consecutive three (3) year terms, (six years (6) at one time). Any time served as an appointed or elected Director to fill an unexpired term shall not be included in the six (6) years.⁴

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of this predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.⁵ Each Director shall receive Fifty Dollars (\$50.00) expenses for every Board Meeting attended; plus actual expenses of mileage to and from destination, night's lodging if needed, and meals if meeting not in town of Board Members.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to

³ Amended August 12, 1978.

⁴ Added by amendment, July 16, 2000.

⁵ Amended September 14, 1977.

serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of such vacancies that are to be filled. Such nominations shall be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held four times per year, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.⁶ Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at the duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to

⁶ Amended August 1980.

this Association and not reserved to the membership by other provisions by these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (January 1 to December 31); and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) adopt a procedure to allow for lot consolidation by an Owner.⁷

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President

⁷ Added by Amendment, July 14, 2001.

and Vice President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and other such officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit, using generally accepted auditing standards, or an annual review, using statements on standards for accounting and review services, by an independent and qualified person selected by the Board;⁸ and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association Board of Directors shall appoint an Architectural Control Committee, when necessary, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner

⁸ Amended July 15, 2006

may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words, "Stagecoach Property Owners' Association - Colorado."

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members called for that purpose, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership if any areas of Stagecoach are approved for FHA or VA Financing.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall have control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. Invalidation of any of these covenants or restrictions by judgment, court order, or legislative enactment will in no way serve to invalidate any other remaining Articles or Sections.

ARTICLE XIV

PROCEDURES FOR PROCESSING RESUBDIVISION REQUESTS AT STAGECOACH SUBDIVISION, ROUTT COUNTY, COLORADO

Section 1. Any member-owner desiring to subdivide or resubdivide any tract or combination of tracts as shown on the plat for Stagecoach ("Resubdividing Owner") must follow the procedures set forth below⁹:

1. The Resubdividing Owner must submit a letter to the President of the Association at P.O. Box 774845, Steamboat Springs, CO 80477 requesting approval from the Board of Directors for resubdivision, processing fees in a reasonable amount and the following documents:
 - a. Legal description of the lots prior to resubdivision and the proposed legal description after resubdivision.
 - b. Name of the owners of the Lots as shown on the recorded conveyance deed.

⁹ Amended July 14, 2001

- c. Recorded documents showing the ownership of the lots and the accurate legal description for the lots and the right of the applicant to apply for resubdivision approval, i.e. contract to purchase if applicant is not the owner of the lot(s).
- d. A site plan showing the old and new lot lines for the lots.
- e. A site plan showing all improvements located on or to be located on the resubdivided lots.
- f. A site plan showing all easements located on or to be located on the resubdivided lots.
- g. A topographical map of the property at a scale of 1" equals 10 feet with contours and elevations marked on the map.
- h. List of utility companies whose easements will be vacated. The consents of utility companies whose easements are to be vacated.
- i. An agreement, executed by the member-owner, in the form attached to this Procedure.

Section 2. The Board of Directors will approve or deny, with reasons for approval or denial, any application at its next regular Board meeting, if the application, complete with all documents, items and monies required above, is submitted at least 30 days prior to such regular Board meeting. The action of the Board, including the reasons, will be promptly communicated to the Resubdividing owner.

AGREEMENT

This agreement is made this day of _____, 200_ and is between the Stagecoach Property Owner's Association (the "Association") and _____ . (the "Owner").

RECITALS

1. Owner is the owner of and desires to combine or resubdivide lots located at the Stagecoach Subdivision in Routt County, Colorado.
2. The Declaration for the Stagecoach Subdivision requires that an owner receive the approval of the Association as part of any combination-resubdivision process.
3. The Association, through its Board of Directors, has reviewed the Owner's request for approval of his resubdivision-consolidation and has approved the resubdivision-consolidation in accordance with his proposal furnished to the Board of Directors and subject to the agreement of the Owner with the terms and conditions set forth below:

The undersigned Owner(s) agrees as follows:

(1) The Association is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Stagecoach recorded at file No. 7073, on December 7, 1971 ("The Declaration").

(2) The Owner agrees that the Association has the right, under Article VI, 1 Section a. of the Declaration, to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration,

(3) Owner is the owner of _____, Routt County, Colorado (the "Lots").

(4) The Lots are governed and restricted by the Declaration of Covenants, Conditions and Restrictions for Stagecoach (the "Declaration") and the Plats for Stagecoach.

(5) The consolidation-resubdivision proposed by Owner constitutes a resubdivision under Article V, Section B of the Declaration.

(6) The Owner shall continue to be Class A Members of the Association, so long as they own Lots in Stagecoach.

(7) The Owner agrees that the business and affairs of the Association, in accordance with C.R.S. § 7 -128-101, shall be managed by the Board of Directors and all corporate powers, including but not limited to, the power to approve resubdivision requests, shall be exercised by or under the authority of the Board of Directors of the Association.

(8) Owner, after the approval of the Association, of his resubdivision-consolidation shall continue to be bound by the Declaration, Articles of Incorporation for the Stagecoach Property Owners Association, and the Bylaws for the Stagecoach Property Owners Association.

(9) Regardless of the approval of the resubdivision-consolidation, Owner shall be treated under the Declaration, Bylaws and Articles as if they continued to own _____ lots in Stagecoach, resubdivision-consolidation. By illustration and not by limitation, an owner, if combining two lots, shall, pay a).l fees required under the Declaration, Bylaws and Articles for two lots and shall enjoy the voting permitted for two lots as a Class A Member.

(10) Owner agrees to join or be annexed into any validly formed and legally existing public entity formed to supply water and/or sewer and/or construct roads to the lots at _____ at Stagecoach. After said entity has held any required TABOR elections and/or committed itself to debt, the entity may encumber the Owner's lots with the terms and conditions of any such debt on an equitable basis.

(11) Owner and the Association agree that this Agreement shall be binding upon the heirs, successors and representatives of the parties and shall constitute a covenant binding upon all present and future owners of the Lots formerly described as _____ at

Stagecoach, Routt County, Colorado, and the lots that will in the future be described as _____ at Stagecoach, Routt County, Colorado.

(12) The substantially prevailing party in any dispute arising under this Agreement shall be entitled to recover all reasonable and necessary attorney fees or costs incurred in such dispute.

Stagecoach Property Owners Association:

Owner:

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.¹⁰

IN WITNESS WHEREOF, we, being all the Directors of the Stagecoach Property Owners' Association, have hereunto set our hands this 26th day of April, 2008 nunc pro tunc July 15, 2006.

Original Signed

¹⁰ Amended July 26, 2014