

## TWO RIVERS VILLAGE HOMEOWNERS ASSOCIATION

### RULES AND REGULATIONS

Whereas, the Board of Directors of the Two Rivers Village Homeowners Association desires to establish, adopt, and enforce the following Rules and Regulations of the Association, to be effective as of the date set forth below, to supersede all Rules and Regulations previously adopted by the Board. These Rules and Regulations are not meant as a replacement for the Covenants you received upon the purchase of your property and in fact are meant to compliment them. These Rules and Regulations are intended to compliment the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Two Rivers Village recorded in the real property records of Eagle County, Colorado on September 16, 2003 at Reception No. 849865 (the "Declaration"). In the event of a conflict between these Rules and Regulations and provisions of the Declaration the provisions in the Declaration shall prevail.

These rules are IN ADDITION to ordinances of the Town of Gypsum and the County of Eagle, which provide for additional penalties.

NOW, THEREFORE, **effective as of March 4<sup>th</sup>, 2020**, the Board hereby establishes makes and adopts the following amended and revised provisions to the Rules and Regulations of this Association.

#### **DEFINITIONS**

Capitalized terms not otherwise set forth herein shall have the meaning set forth in the Declaration or any Supplemental Declaration thereto.

**Nuisance Animal** shall mean any animal that consistently deprives other residents of their right to peaceful enjoyment of their property.

**Property** shall mean all the real estate subject to the Declaration.

**Property Manager** shall mean the current managing agent assigned by the management company that is contracted with the Association who will manage the day to day maintenance of the common property and provide contracted services as requested by the Board of Directors.

**Vicious Animal** shall mean an animal that has demonstrated a propensity to bite, molest, or harass people, their pets or their property.

#### **USE OF PROPERTY**

- a. All residential Lots or Units may be used only for dwelling or lodging purposes and typical residential activities incident thereto in accordance with applicable zoning regulations in effect from time to time. Subject to the terms of the Declaration and these Rules and Regulations, Owners may rent or lease their homes on their Lots or their Units to others for these purposes.
- b. Unless expressly permitted in writing by the Architectural Review Committee temporary structures shall not be permitted on the Property.

- c. In accordance with Section 6.10 of the Declaration, no motor vehicles of any kind and no boats, trailers, campers, motorcycles, snowmobiles, or any other similar items shall be parked or stored on the public streets within the Property. See Parking section reference below.

## **MAINTENANCE**

- a. Lots and Units , except for any portion of the Property then undergoing major construction, including all improvements on such Property, shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and in good repair, and no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Lot, Unit or common area or common elements of a Project so that they are visible from, or are a nuisance in any way to, any other Unit, Lot, common area or public road.
- b. No unsightliness shall be permitted on any Lot, the common area or common elements of any portion of the Property. Without limiting the generality of the foregoing:
  - i. All unsightly structures, facilities, equipment, objects (such as trash cans) and conditions shall be kept within an enclosed structure at all times;
  - ii.. Mobile homes, travel trailers, tent trailers, trailers , trucks, snowmobiles, golf carts, boats, boat trailers, tractors , detached campers, camper shells, snow removal equipment , and garden or maintenance equipment shall be kept in an enclosed structure at all times, except when in actual use; provided that such equipment may be parked or stored areas specifically designated by the Board or Architectural Review Committee for such equipment; and
  - iii.. Barbecue grills shall be kept within Owners' backyards at all times, except when in actual use.
  - iv. Pipes for water, gas, sewer, drainage or other purposes , wires, cables , poles , antennas and other facilities for the transmission or reception of audio or visual signals or electricity, utility meters or other utility facilities , gas, oil, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed structure or below the surface of the ground, and
  - v. Satellite dishes shall be appropriately regulated by the Design Review Board as permitted by applicable law.
  - vi. All permanent and temporary structures , including, but not limited to tennis courts, Fences, basketball goals and backboards, outdoor hot tubs or jacuzzies, deck covers or similar facilities shall be approved in advance by the Design Review Board and shall be maintained in compliance with the Design Guidelines of the Design Review Board as in effect from time to time. Private swimming Pools are not allowed
  - vii. Weeds shall not be allowed to proliferate on any Lot. Owners and residents are expected to use appropriate and effective weed control measures. Properties where weeds are present in significant numbers and exceeding one foot in height will be deemed a

nuisance to neighboring properties and to the community as a whole.

- viii. The Design Review Board shall have the power to grant a variance from the provisions of this Section from time to time as it deems necessary or desirable. Furthermore, nothing contained in these Rules and Regulations shall be construed to prevent (i) the exercise by Declarant of any special declarant rights (as that term is defined in the Act); or (ii) the erection or maintenance by Declarant or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of Lots or Units within the Property.
- c. Holiday Decorations and Political signs are permitted on Owners' Lots and Units, as the case may be, subject to the provisions detailed hereunder.
    1. Holiday decorations are appropriate to our community, and are permitted subject to the guidance provided hereunder. Holiday decorations may be displayed up to thirty days in advance of a particular holiday and must be removed within thirty days following such holiday.
- 11.** Colorado Revised Statute § 38-33.3-106.5 (I) (c)(I) provides for the placement of political signs at election time. Such signs shall be permitted on private property subject to the provisions detailed hereunder, which are consistent with Colorado law. Political signs may be placed no earlier than 45 days prior to the election, and must be removed no later than 7 days after the election. No more than one sign per office or issue may be placed on any property. The maximum size of any sign shall be 36x48 inches.

## **PARKING**

- a. No motor vehicles of any kind and no boats, trailers, campers, motorcycles, snowmobiles or any other similar items shall be parked or stored on the public streets within the Common Interest Community
  - i. On-street parking will be enforced by a licensed booting company, including guest parking.
  - ii. Any vehicle parked on the street, no matter how long it has been there, is subject to being booted at the cost of the owner.
  - iii. Guest Parking is available. Please see Section G below for details.
- b. No boats, trailers, buses, motor homes, campers (excluding camper shells mounted on pickup trucks), snowmobiles, recreational vehicles, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles, motorcycles and one ton or smaller pick-up trucks) shall be parked or stored in or upon the Common Areas or upon a Lot or Unit except within enclosed structures approved in advance by the Architectural Review Committee, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Common Areas or on any Lot or Unit except within a completely enclosed garage which fully screens the sight and sound of the activity from the streets and other Lots and Units and the District Properties and Common Areas. This restriction shall not prevent the noncommercial washing and polishing of vehicles and boats, together with activities normally incident thereto. No more than three (3) permitted vehicles (passenger automobiles, motorcycles and/or one ton or smaller pick-up trucks) shall be parked at any time in the driveway, garage, carport or other designated location on any Lot or Unit, except during special occasions and then only for the duration thereof. At no time shall any motor vehicle be parked on any grassed or other landscaped area on any Lot or Unit.

- c. Notwithstanding the foregoing, vehicles may be temporarily parked on driveways on Lots or Units and on public streets within the Common Interest Community for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of Improvements within the Common Interest Community upon compliance with any conditions imposed by the Architectural Review Committee and applicable provisions of the Rules and Regulations, if any.
- d. An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by Lot or Unit Owners or Occupants on their Lot or Unit driveways while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.
- e. In the event that the Executive Board or the Architectural Review Committee shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of provision 6.10 in the Declaration of Covenants, Conditions and Restrictions, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Executive Board or Architectural Review Committee (as the case may be) shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner of the Lot or Unit on which the vehicle is located, and to enter upon an Owner's Lot or Unit for such purpose, all without liability on the part of the Executive Board or the Architectural Review Committee.
- f. Snowmobiles, motorcycles, and motorized trail bikes, minibikes, dirt bikes, all-terrain vehicles, mopeds and similar motorized vehicles shall not be used or operated (but may be transported on trailers) within the Common Interest Community, except that motorcycles properly licensed for operation on public roads may be used on public roads within the Common Interest Community.
- g. Guest Parking is allowed at the Two Rivers Community Center. You must set up an account and register the vehicle on the Two Rivers Online Parking Website. Any vehicle not registered will be booted at the owner's expense.

[www.parkingcode.com/tworivers](http://www.parkingcode.com/tworivers)

- i. Three (3) night maximum consecutive stay
- ii. You may register up to two (2) cars maximum per stay
- iii. Use of guest parking is limited to once a month

## **ACTIVITIES**

- a. No noxious, offensive, hazardous, illegal or annoying activities, which may become a nuisance, cause embarrassment, disturbance or annoyance to others are acceptable. As used herein, the term "noxious or offensive activity" shall not include any activities of an Owner, Declarant or their respective designees that are reasonably necessary to the development of and construction on the Property so long as such activities do not violate Master Association governing documents, any governing documents for any Building Documents, or the statutes, rules or regulations of any governmental authority having jurisdiction with respect thereto and do not unreasonably interfere with any Owner's use of its Unit or with any Owner's ingress and egress to or from its Lot or Unit and a roadway. Further, the reasonable odors and noises associated with the commercial use of any commercial establishment permitted by the zoning code shall not constitute noxious or offensive activity.

- b. No activities shall be conducted on any Lot, within any Unit or on any common area and no improvements shall be constructed on any part of Property, that are illegal and that are or might be unsafe or hazardous to any person or property, and, per Section 6.10(t) of the Declaration, no snow mobiles, motorcycles, motorized trail bikes, minibikes, dirt bikes, all-terrain vehicles, mopeds, or similar motorized vehicle may be used or operated within the Property, except that they may be transported on trailers and motorcycles properly licensed for operation of public roads may be used on public roads within the Property.
- d. No Owner shall release, discharge or emit from the Property or dispose of, or allow any person under such Owner's control or direction to release, discharge or emit from the Property or dispose of, any material on, above or under the Property that is designated as a pollutant or contaminant under any federal, state or local law, regulation or ordinance.
- e. Due to the corrosive and destructive nature of petroleum products and the adverse impact on the aesthetics of the Property, any vehicle maintenance on public streets is expressly prohibited. Emergency situations such as a failure during cold weather, changing signal lights, flat tires, and window washer fluid are acceptable.
- f. Vehicles are to be parked in driveways or garages on Owners' Lots or in areas designated for parking in Building Documents, except for temporary parking related to deliveries or emergencies as described in the Declaration.
- g. Soliciting is strictly forbidden. Please tell solicitors to leave the private property. You may contact police to escort them off the property if they don't leave when told.
- h. In the event additional uses, activities and/or facilities are deemed by the Board to be nuisances or to adversely affect the health, safety or welfare of Owners or members of the general public or the value of any Property, the Executive Board may adopt additional rules and regulations restricting or regulating the same.

## **PETS**

- a. No animals of any kind shall be raised, bred or kept on any Lot or in any Unit except domestic cats, dogs or other household pets permitted by the Association so long as they are (i) kept and maintained in accordance with the Declaration or any Supplemental Declaration and (ii) are not kept, bred or maintained for any commercial purposes.
- c. No person shall allow any Pet owned or controlled by such person to roam within the Property unattended, and Pets may not be left unattended on any balcony within the Property.
- d. Dogs shall either be contained indoors or confined within the boundary of a Lot or Unit in a manner approved by the Board or Architectural Review Committee. At all other times, dogs shall be on a leash and under the direct control and supervision of their owners.
- e. Owners are responsible for all property damage, injury or disturbances caused by their Pets, or the Pets of their family, guests, or tenants.
- f. Pets shall not be permitted to deprive other residents of their right of peaceful enjoyment of the Property.

- g. Pets must be kept and maintained in accordance with all applicable state and local regulations; failure to do so will constitute a violation of these rules.
- h. Owners are responsible for the removal of solid wastes of their pets from the common areas. This removal is to take place at the time of occurrence.
- 1. Neither Vicious Animals nor Nuisance Animals may be kept within the Property.
- j. Contractors and subcontractors shall be prohibited from bringing dogs into the Property, and such prohibition shall even apply to dogs kept inside motor vehicles. Violations of this policy shall result in the immediate eviction of the dog and the dog's owner or owner's representative from Property. In the event of a second violation by the same dog and/or the same dog's owner or owner's representative, the dog and the dog's owner or owner's representative shall be immediately evicted from the Property, and the offending person in question shall be prohibited from entering or working within the Property for the following seven (7) consecutive calendar days. In the event of a third violation, the offending person in question shall be prohibited from entering or working within the Property for the following six (6) consecutive calendar months.

#### **USES OF COMMON AREAS**

- a. Smoking of any kind in the common areas is prohibited.
- b. Personal property, such as yard equipment, toys, tools, etc., may not be left unattended on the common areas.
- c. Any intentional act or neglect of an Owner, their family members, guests, or tenants resulting in loss or damages shall be the financial responsibility of the Owner.

#### **DISTURBANCES**

- a. Owners, tenants and guests, are to avoid making excessive noise of any type at any time and are to be considerate of the welfare of other residents at all times.
- b. It is requested that noise due to visiting guests and parties, especially at night be kept to a minimum. Please be considerate of your neighbors.
- c. All owners and occupants shall exercise reasonable care to avoid making loud, disturbing, or objectionable noise, and in using or playing radios, television sets, or other devices, in such a manner as to disturb occupants of other Lots or Units. All radios, TVs, stereos, any other noise making apparatus or musical instruments must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.

#### **RENTAL PROPERTIES**

- a. The Owner of a Developed Lot or a Unit shall have the right to lease their Lot or Unit, as the case may be. Owners shall be liable and financially responsible to the Master Association for any fines for violations of established Rules and Regulations or of the provisions within the Condominium Declarations, as well as damages caused by their guest(s), invitee(s), children, renters and pets. Owners are also financially responsible for all damage caused by their tenants, their family members, guest(s), invitee(s) and pets.

- b. All tenancies must be subject to a written lease that makes the lease subject to the Declaration, these Rules and Regulations, and any other documents governing the operation of the Master Association, as they may be amended from time to time and as further described in the Declaration.
- c. It is the responsibility of the Owner who is leasing or renting to notify tenants of the Declaration, the Rules and Regulations of the Master Association and the declarations or rules and regulations of any Building Association, as applicable, and provide the tenants with a copy of such. Copies of the documents related to the Master Association may be found at [www.TwoRiversHOA.com](http://www.TwoRiversHOA.com)
- d. Renters are encouraged to have insurance coverage to protect their personal property and any liability for damages or injury of property/persons.

**EASEMENTS**

All easements shown on a Plat or Supplemental Plat covering any portion of the Common Interest Community have been created or reserved for the purposes indicated on such Plat and/or in Article 5, above. No Lot or Unit Owner may erect any structure of any type whatsoever in such easement areas, nor may an Owner or Occupant use the surface of such easement areas for any private use, other than landscaping which will not interfere with the use of said easement by the Persons or entities for whose benefit it has been created or reserved and which receives the prior written approval of the Architectural Review Committee.

With respect to easements created for utility purposes or for ditches either by the terms of this Master Declaration or any other Recorded agreement or on a Plat, any and all bona fide public and private utility service companies, including, without limitation, the District, special utility districts, shall have the right of access, ingress, egress, and use of such easement areas for the installation, operation and maintenance of utility facilities serving the Common Interest Community.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4<sup>th</sup> day of March 2020.

Two Rivers Village Homeowners Association

A Colorado non-profit corporation

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Esgar Acosta  
Board President