

**POLICY OF THE  
EXECUTIVE BOARD OF  
TWO RIVERS HOMEOWNERS ASSOCIATION**

RE: Landscape Maintenance Responsibilities of Association and Owners

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Two Rivers Village was recorded on September 16, 2003 at Reception No. 849865 in the office of the Clerk and Recorder of Eagle County, Colorado (hereafter the "Declaration"); and

WHEREAS, all Lots in Two Rivers Village are encumbered by, and subject to, the terms and provisions of the Declaration; and

WHEREAS, Section 6.3 of the Declaration provides for the general maintenance of the Community and specifically provides that the Association will assume the responsibility for maintaining the front yards of all Lots in the Community; and

WHEREAS, as a convenience to owners of Lots in the Community and to take advantage of cost efficiencies so as to benefit individual Owners in the Community, the Executive Board has also agreed to undertake responsibility for maintaining rear yards and side yards on Lots in the Community to the extent that such rear yards and side yards are not enclosed by fences.

NOW, THEREFORE, the Executive Board of the Association hereby adopts the following policy:

1. From and after the adoption of this policy until this policy is later repealed, if ever, the Association shall be responsible for maintenance and upkeep of the front yards on each Lot in the Community, and all rear and side yards in the Community to the extent that such rear and side yards are not enclosed by fences. Such maintenance and upkeep shall include seasonal lawn mowing; lawn, tree and shrub irrigation; removal of weeds and debris; minor adjustments to the irrigation system; and seasonal turn on and clean out of the irrigation system.
2. From and after the adoption of this policy until this policy is later repealed, if ever, Lot Owners shall be responsible for maintenance and upkeep of any portions of their Lots that are enclosed by fences. Such maintenance and upkeep shall include seasonal lawn mowing; lawn, tree and shrub irrigation; and removal of weeds and debris. In addition, Lot Owners shall be responsible for maintenance, repairs and replacement of the irrigation system on their own Lot, regardless of whether it is located within or outside of, a fenced area.
3. If the Owner of a Lot fails to maintain or keep his/her Lot in the manner required by this policy, and fails to perform any required maintenance or upkeep within 10 days following receipt of a written notice from the Executive Board requiring the same, the Executive Board shall have the right to perform, or cause to be performed, such maintenance or upkeep on behalf of the Owner, and to levy a Reimbursement Assessment upon the Owner and its Lot or Unit to recover the costs thereof.
4. Capitalized terms herein shall have the same meaning as such terms in the Declaration.
5. This Policy shall supersede any contrary provisions of the Association's Rules and Regulations.

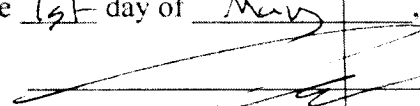
6. The Executive Board shall cause this Policy to be distributed to all Owners in the manner required by the Association's Policy Regarding Procedures for the Adoption and Amendment of Policies, Procedures and Rules.

Two Rivers Homeowners Association

By: 

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President

The undersigned hereby certifies that the foregoing Policy was adopted by the Executive Board of the Two Rivers Homeowners Association on the 1st day of May, 2018.

  
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Secretary