
NOTICE IS HEREBY GIVEN that a meeting of the Directors of the Executive Board of Two Rivers Homeowners Association will be held in the conference room at the Two Rivers Community Center, Dotserro Colorado on Tuesday, January 7, 2020, beginning at approximately 6:00 P.M.

AGENDA

1. Call to Order
2. Declaration of Quorum
3. Consideration of Agenda
4. Consideration of Minutes
 - a. October 22, 2019
5. New Business
 - a. HOA Dues Billing- AmCoBi Transition Update
 - b. Policies and Procedures
 - i. Parking Policy Review/Update
 - ii. Covenant Enforcement Policy Review/Update
 - iii. Design Guidelines Review/Update
 - iv. Enforcement- Covenant Officer Scope of Services
 - c. Board Vacancies
 - i. Director Pearson Resignation
 - ii. Appointments
 - iii. Election of Officers
 - d. Colorado Booting Agreement
 - e. Accounts Receivable- Delinquent Account Review/Collections Process
 - f. Other Business
6. Action Items
 - a. Ratification of November and December 2019 Payables
 - b. Approval of January 2020 Payables
7. Financial
 - a. Preliminary December 31, 2019 Financials
8. Proposed 2nd Quarter Meeting- April 28, 2020
9. Adjournment

Please notify Meghan Hayes, meghan@mwcpaa.com if you are unable to attend.
Call in participants: Dial **(800) 882-3610** and use passcode **9349401#** at meeting start time.

DISTRIBUTION

Board of Directors

Luke Bray, President	Term expires 2021
Vacant, Vice President	Term expires 2020
Mike Pearson, Secretary	Term expires 2020
James Scott Harrison, Treasurer	Term expires 2022
Esgar Acosta, Director	Term expires 2021

Ken Marchetti, CPA, Association Manager
Meghan Hayes, Recording Secretary for the Meeting
Christina Rudow, Two Rivers Resident
Samuel Lewis, Two Rivers Resident

RECORD OF PROCEEDINGS

MINUTES OF THE BOARD OF DIRECTORS MEETING TWO RIVERS HOMEOWNERS ASSOCIATION, INC. October 22, 2019

A meeting of the Board of Directors of the Two Rivers Homeowners Association, Inc. was duly called and noticed at the Two Rivers Community Center, 80 Lake Shore Dr., Gypsum, CO 81637, in accordance with the applicable statutes of the State of Colorado.

ATTENDANCE **The following directors were present and acting:**

- Luke Bray
- Esgar Acosta
- Mike Pearson
- James Scott Harrison

Also in attendance were:

- Ken Marchetti, C.P.A.
- Meghan Hayes, Recording Secretary for the meeting
- Craig Plizga, Community Operations Manager

Call to Order The meeting of the Executive Board of the Two Rivers Homeowners Association was called to order on October 22, 2019 at 6:00 p.m., noting a quorum was present.

Consideration of Agenda There were no changes to the agenda.

Minutes The Board reviewed the minutes included in the packet and, upon motion duly made and seconded, it was unanimously

RESOLVED to approve the Minutes of the Board of Directors Meeting for April 18, 2018

HOA Billing Ms. Hayes presented a proposal from American Conservation & Billing Solutions (“AmCoBi”) to provide billing services for the HOA dues. Ms. Hayes noted AmCoBi already provides billing services for the water billing through the Metro District. After discussion, by motion duly made and seconded, it was unanimously

RESOLVED to engage AmCoBi to provide HOA billing services.

Banking/Bill.com Ms. Hayes recommended using an online bill payment service called Bill.com to transition to an electronic form of payment to the HOA’s vendors. This service provides for “dual control” meaning that the Association management firm initiates all payments but a Board member is required to approve/release the payments, similar to signing a check.

RECORD OF PROCEEDINGS

Two Rivers Homeowners Association Board of Directors Meeting October 22, 2019

This service is all done electronically. One of the main benefits of this service is that it is integrated with the accounting software eliminating the manual step of entering vendor payments into the accounting software. The Board decided the cost of this service exceeded the benefit and directed Ms. Hayes set up Alpine Bank Bill Pay services, which is free.

Covenant Enforcement

Ms. Hayes reported that she is working on updating the Association's Rules and Regulations and asked for Board input regarding things like parking, covenant enforcement and design review. A draft of updated rules and regulations will be presented to the Board for review at an upcoming meeting.

Board Vacancy

Amy Yandle, Director, resigned from the Board via an email to Ms. Hayes on October 2, 2019. The Board decided to wait until the Annual Member Meeting in November to accept nominations and fill the Board vacancy.

Annual Member Meeting Agenda

Ms. Hayes presented a preliminary Annual Member Meeting Agenda to the Board. After discussion, the Board finalized an agenda and directed Ms. Hayes to move forward with the administration of the meeting.

Marchetti & Weaver Agreement

An agreement to provide management, accounting and administration services to the HOA by Marchetti & Weaver was included in the Board packet for the Board to review prior to the meeting. After discussion, by motion duly made and seconded, it was unanimously

RESOLVED to engage Marchetti & Weaver to provide management, accounting and administration services to the HOA

2019 Interim Financial Report

Mr. Marchetti presented the financial statements ending September 30, 2019, explaining the layout and accounting method used. Mr. Marchetti reviewed the Association's expenses which remained fairly consistent year over year with increases commensurate with the increase in the number of units in the Association.

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Two Rivers Homeowners Association Board of Directors Meeting October 22, 2019

2020

Budget

Mr. Marchetti presented the 2020 budget offering the Board the option to either hold dues flat or increase commensurate with inflation. The Board felt it best to hold the assessments flat for this year with the intent to increase them in 2021. Mr. Marchetti reviewed the 2020 expenses pointing out the new billing expense related to the transition to AmCoBi for HOA billing and the increase in Landscaping due to additional houses being built.

Following discussion, by motion duly made and seconded, it was

RESOLVED to approve the 2020 budget as presented and with assessments remaining the same as 2019.

Future Meetings

Ms. Hayes suggested that the Board meet quarterly starting in 2020 to ensure that the business of the HOA is taken care of in a timely manner. After discussion, by motion duly made and seconded, it was unanimously

RESOLVED to approve the 2020 meeting calendar with quarterly meetings to be held.

Adjournment

There being no further matters for discussion, the meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Meghan Hayes
Recording Secretary for the Meeting

SUBJECT TO APPROVAL

TWO RIVERS HOMEOWNERS ASSOCIATION
GOVERNANCE POLICY FOR
VEHICLE 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 from 11pm through 5am, 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 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

- i. Three (3) night maximum consecutive stay
- ii. You may register up to two (2) cars maximum per stay

**TWO RIVERS HOMEOWNERS ASSOCIATION
GOVERNANCE POLICY FOR
ENFORCEMENT OF COVENANTS AND RULES**

(all capitalized terms used herein and not defined herein shall have the meaning given to them in the Declaration of Covenants, Conditions and Restrictions for Two Rivers Homeowners Association)

(a) The Board has a duty to enforce by legal means the provisions of the following Association documents: the Declaration, any Supplemental Declaration, Articles of Incorporation, By-Laws, Design Guidelines, Rules and Board Resolutions. The Board also has the duty to bring any proceeding which may be instituted on behalf of or against the Owners concerning the Association; however, the Association's enforcement obligations shall be conditioned and limited in the manner provided in the Master Documents. Enforcement through the judicial process may mean seeking an injunction, specific performance, or damages.

(b) The Board's duty of enforcement is tempered by its ability to exercise judgment as appropriate in the particular circumstances. The Board's enforcement decisions shall comply with the business judgment rule and the rule of reasonableness.

(c) The Board shall be responsible for a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment shall be considered to be delinquent on the 20th day following the due date unless the Board specifies otherwise by resolution). The delinquency report shall be sufficiently detailed to enable the Association to comply with the requirements of C.R.S. § 38-33.3-316(8).

(d) A complaint regarding alleged violations may be submitted by an Owner in writing, via the community intranet, e-mail, fax, mail or personal delivery. The complaint must include the complainant's name and address.

(e) The Board shall timely investigate all complaints that comply with subsection (d) above. The Board retains the discretion to not investigate or respond to anonymous complaints.

(f) The Board shall have the power and the discretion to impose the following sanctions for any violation of the Master Documents.

(i) After written notice and an opportunity for a hearing as described below, the Board may:

(1) impose reasonable monetary fines, which shall constitute a lien upon the violator's Unit. In the event any occupant, tenant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(2) suspend an Owner's right to vote (except that no hearing is required if the Owner is more than 60 days delinquent in paying any ~~Annual~~ Monthly, Special or Default Assessment);

(3) suspend any Person's right to use any Master or Building Common Area facilities, as the case may be (A) for any period during which any charge against such Owner's Unit remains delinquent, ~~and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation~~ (except that no hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed the Association); provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit or Lot;

Commented [MH1]: This doesn't make sense to me. I think (A) covers it properly- you don't have privileges while you are delinquent

(4) suspend services the Association provides (except that no hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);

(5) exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(6) without liability to any Person, ~~preclude~~ any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration, including the Design Guidelines, from continuing or performing any further activities in the Community;

Commented [MH2]: Consider using a more common word that people will understand such as "Prevent" or "Prohibit"

(7) levy Default Assessments to cover costs the Association incurs in bringing a Unit or a Lot into compliance with the Community Wide Standard or other requirements under the Governing Documents; and

(8) record a notice of violation with respect to any Lot or Unit on which a violation exists.

(ii) The Board may take the following actions to obtain compliance with the Master Documents without prior notice or a hearing:

(1) exercise self-help or take action to abate a violation on a Unit in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the ~~booting or~~ towing of vehicles that are in violation of ~~the Governance Policy for pParking rules and regulations~~);

(2) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(3) require an Owner or a Building Association, at its own expense, to perform maintenance or to remove any structure or improvement on such Lot, Unit, or on the Building Association's property, respectively, that is in violation of the Community Wide Standard or other requirements under the Governing Documents and to restore the property to its previous condition ~~(specifically including, but not limited to, fencing and sheds)~~;

(4) enter the property and exercise self-help to remove or cure a violating condition if an Owner or Building Association fails to take action as required pursuant to subsection (3) above within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(5) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(iii) Fines will be imposed after the required notices and hearing have taken place. The first fine will become due 10 days after the hearing at which it was levied. Beginning 30 days after the first due date, and every 30 days thereafter, additional separate fines will automatically be levied if the infraction has not been remedied to the Association's satisfaction. If not paid on time, all fines will accrue late charges in the same manner used for monthly assessments in an amount determined by the Board computed from its due date at a rate of no more than 21% per annum or such other rate as the Board may establish subject to the limitations of Colorado law.

Commented [MH3]: This refers to those additional fees outline in Exhibit A. I feel these additional fines are excessive and unrealistic. Let's discuss

(g) The Board may determine not to enforce a particular provision within the Master Documents; however, such decision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction or rule. The Board may determine that in a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

(h) To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions:

(i) The Board or its delegate shall serve the alleged violator with written ~~warning notice~~ (a) describing the nature of the alleged violation, (b) stating the proposed sanction to be imposed, (c) stating that the alleged violator shall have ~~44~~ 30 days to present a written request for a hearing before the Board; and (d) including a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within ~~44~~ 30 days of the notice.

(ii) The alleged violator shall respond to the notice of the alleged violation in writing within such ~~44~~ 30-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and

notifies the Board in writing within such ~~14~~ 30-day period the Board may, but shall not be obligated to, waive the sanction. If a timely request for a hearing is not made, a second violation notice shall be served resulting in a fine, according to Exhibit A attached hereto, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ~~14~~ 30-day period.

(iii) Prior to the effectiveness of sanctions imposed, proof of proper notice shall be placed in the minutes of the Board. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

(iv) If a hearing is requested within the allotted ~~14~~ 30-day period, the hearing shall be held before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The Board may adopt rules for the conduct of such hearings that may include, without limitation, rules that govern the presentation of evidence and witnesses and the ability of an alleged violator to question adverse witnesses. The minutes of the meetings of the Board, shall contain a written statement of the results of the hearing, (i.e. the Board's decision) and the sanction, if any, to be imposed.

(v) Any Board member who is incapable of objective and disinterested consideration, due to direct personal or financial interest in the outcome, on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

(vi) After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable sanctions and/or fines, if applicable, within 14 days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board members present. The sanctions imposed may include monetary fines. Exhibit A attached hereto sets forth a schedule of fines that the Board may impose.

(i) All Persons subject to the Declaration agree not to file suit in any court with respect to a Claim, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in the Master Documents in a good faith effort to resolve such Claim.

(j) In any action to enforce the Governing Documents the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(k) The Association, by contract or other agreement, may enforce applicable city and county ordinances. In addition, the Town of Gypsum and the County of Eagle may enforce ordinances within the Common Interest Community.

This policy was adopted on by resolution of the Board of Two Rivers Homeowners Association on ~~April 23, 2015,~~ _____ is effective of even date therewith, and complies with the Colorado Common Interest Ownership Act as of that date. If the policy contained herein becomes in conflict with the laws of the State of Colorado shall be rendered void. The governance policy set forth herein is not intended to enlarge or create any fiduciary duties. Except for acts of fraud or bad faith, no director shall incur any liability under this policy.

TWO RIVERS HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

DRAFT

EXHIBIT A

Schedule of Fines

1. First violation: ~~\$100.00~~ Warning
2. Second violation: ~~\$250.00~~ \$100.00
3. Third violation: ~~\$500.00~~ \$250.00
4. Violations after the third violation: ~~Determination of fine amount is within the Board's sole discretion.~~ \$500.00 every month until violation is cured

Notwithstanding the forgoing, a violation for failure to timely install landscaping in accordance with the Governing Documents shall result in a fine of \$ _____ (plus interest accruing on outstanding amount)

Commented [MH4]:

If a violation is not cured within 30 days after the Association renders its written findings and decision, sends notice to the violator, the following additional fines shall be charged (plus interest accruing on the outstanding amount):

After the initial violation:

30 days after the ~~initial violation~~ Hearing: \$200.00
60 days after the ~~initial violation~~ Hearing: \$400.00
90 days after the ~~initial violation~~ Hearing: \$600.00
Each and every 30 days thereafter: \$800.00 per 30-day period

Commented [MH5]: Amounts seem excessive and this should be additional fines for after any hearing has taken place since they are already being fined above with no hearing or resolution of violation

For purposes of determining fines, each violation of a specific provision of the Governing Documents shall be considered separately from any violation of any other specific provision. For example, fines levied for failure to complete back yard landscaping in the prescribed time frame will be applied and monitored separately from fines levied for a violation regarding parking rules.

1st NOTICE OF VIOLATION

Homeowner Name

Physical Address

Mailing Address

Date: January 4, 2020

Dear Homeowner:

This letter is being written at the direction of the Board of Directors of the Two Rivers Homeowners Association. As you know, a number of rules have been developed by the originators of Two Rivers and by the HOA to ensure the Two Rivers continues as an aesthetically pleasing community. I am employed by the HOA to conduct weekly inspections and notify homeowners who are not in compliance with one or more of those rules.

This letter is to inform you that the item identified below is not in compliance with those rules and needs to be addressed.

Inspection Date: _____

Violation:

- Parking Violation: License Plate No: _____
- Trash Containers must be stored in an enclosed area on non-collection days
- Campers, Trailers, ATVs, Snowmobiles, and the like are not permitted to be parked/stored on property
- Unapproved fence, shed, deck or other structure
- Unsightliness of property (trash, litter, junk, boxes, containers, weeds etc.)
- Unapproved driveway structure or lack of structure (wood, grass or dirt)
- Pet nuisance
- Noxious or Offensive Activity Nuisance
- Other _____

Required Compliance Date: {30 Days from Inspection Date} _____

Your cooperation in completing the item noted above would be appreciated by your association and your neighbors and will help maintain an aesthetically pleasing community, which in turn keeps real estate values high. Thank you in advance for your anticipated cooperation in this matter. If you feel the rule in question shouldn't be applied in this particular case, please advise us in writing so we may consider your opinion at a formal hearing before the Board.

Failure to contact appropriate parties or failure to correct this violation may result in the assessment of fines under the Enforcement Policy of the Governing Documents.

For questions or further clarification, please do not hesitate to contact me at your earliest convenience at meghan@mwcpaa.com. Your prompt attention to this matter is greatly appreciated. A copy of the Rules and Regulations is available for your convenience at www.tworivershoa.com

HOA Administrator / On behalf of the Two Rivers Homeowners Association

2nd NOTICE OF VIOLATION

Homeowner Name

Physical Address

Mailing Address

Date: January 4, 2020

Dear Homeowner:

This letter is being written at the direction of the Board of Directors of the Two Rivers Homeowners Association. As a member you are obligated to abide by certain predetermined Rules and Regulations as found in the association's Governing Documents.

We regret to advise you that the following item identified below has continued to be in non-compliance with the requirements of the Two Rivers Homeowners Association's documents. Please note, this is the second official notice regarding this violation therefore **a \$100 fine has now been assessed on your property.**

1st Inspection Date: _____ **2nd Inspection Date:** _____

Violation:

- Parking Violation: License Plate No: _____
- Trash Containers must be stored in an enclosed area on non-collection days
- Campers, Trailers, ATVs, Snowmobiles, and the like are not permitted to be parked/stored on property
- Unapproved fence, shed, deck or other structure
- Unsightliness of property (trash, litter, junk, boxes, containers, weeds etc.)
- Unapproved driveway structure or lack of structure (wood, grass or dirt)
- Pet nuisance
- Noxious or Offensive Activity Nuisance
- Other _____

1st Required Compliance Date: _____ **has been extended to** _____

Thank you in advance for your anticipated cooperation in this matter. If you feel the rule in question shouldn't be applied in this particular case, please advise us in writing so we may consider your opinion at a formal hearing before the Board.

To make payment of this fine, you can send checks to Two Rivers Homeowners Association PO Box 600, Edwards, CO 81632

Failure to contact appropriate parties or failure to correct this violation will result in additional assessment of fines outlined in the Enforcement Policy of the Governing Documents.

For questions or further clarification, please do not hesitate to contact me at your earliest convenience at meghan@mwcpaa.com. Your prompt attention to this matter is greatly appreciated. A copy of the Rules and Regulations is available for your convenience at www.tworivershoa.com

HOA Administrator / On behalf of the Two Rivers Homeowners Association

Two Rivers Homeowners Association Design Review Board Design Guidelines and Approval Process

Owners submit the "Design Review Board/Architectural Variance Request" form to M&W for review

M&W will determine whether the documents submitted are complete and if they need to be reviewed by an architect or another professional

M&W will submit the request to Luke and Mike (who will this be now?), cc'ing the entire board

The Board has 2 weeks to make a decision

M&W will notify the owner of the approval/rejection (with reasons why)

Fencing

Submission to the DRB must include the following:

-Survey required to demarcate both the property and utility easements. Must include photos of the surveyor's flags

-Scaled Map of the Property:

- Property Line with Utility Easements
- Proposed Fence Line
- Fencing heights for all sides of the fencing
- Gate access

-Photos of the fencing color, material and style

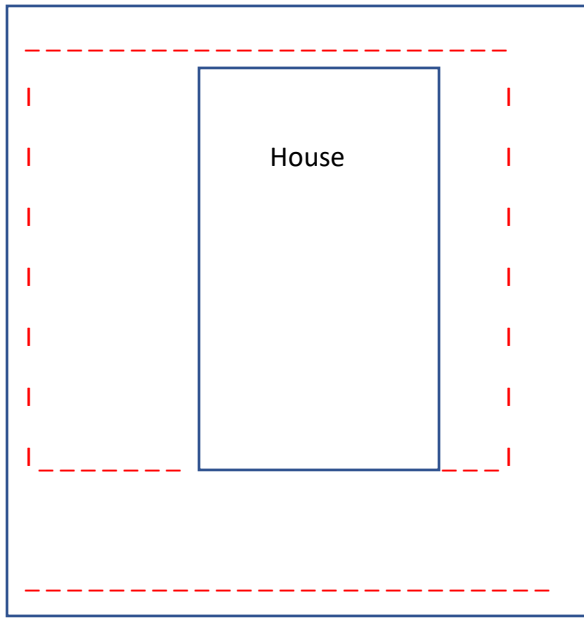
Specifications:

Fencing Colors: White or Natural wood

Fencing Materials: Vinyl or Wood

Fencing Heights: Maximum: Front yard 3' 6" Backyard 6'

Approved Fence Style: Picket or Dog-Eared



Backyard Fence = max 6ft.

Side yard Fence = max 6ft.

Fence flush with house = max 6ft

Front yard Fence = max 3ft 6in

Decks

Must get design approval first then the required permits through the County must be obtained

<https://www.eaglecounty.us/Building/>

Submission to the DRB must include the following:

-Survey required to demarcate both the property and utility easements. Must include photos of the surveyor's flags (**Needed?**)

-Scaled Map of the Property:

-Property Line with Utility Easements

-Proposed Deck location- Layout and location

-Photos of the deck color & materials

Specifications:

-ARE THERE ANY SPECIFIC MATERIALS THAT NEED TO BE USED??

Sheds

Submission to the DRB must include the following:

-Survey required to demarcate both the property and utility easements. Must include photos of the surveyor's flags (Needed?)

-Scaled Map of the Property:

-Property Line with Utility Easements

-Proposed Shed location- Layout and location

-Photos of the deck color & materials

Specifications:

Maximum size: 12ft by 12ft

Shed Location: Must be located in the side or rear setbacks

Shed Material: Wood or Metal

Shed Color: Match the residential unit on-site (White or earth tones)

Driveways

Submission to the DRB must include the following:

-Survey required to demarcate both the property and utility easements. Must include photos of the surveyor's flags (Needed?)

-Scaled Map of the Property:

-Property Line with Utility Easements

-Proposed Driveway location- Layout and location

-Photos of the materials

Specifications:

Approved materials: Gravel, Gray/Red Pavers, Concrete Runners (no full concrete pads)

*No more than 3 cars are allowed



Covenant Enforcement Scope of Services

The Independent Contractor's tasks and responsibilities shall include, but are not limited to, the following:

- 1) To conduct periodic and random inspections of the community, observing Protective Covenants and Design Review Board violations outlined in the Associations Rules and Regulations and Parking Policy
- 2) To contact and work with homeowner to obtain compliance of Two Rivers covenants in accordance with the notification procedures outlined in the Governance Policy for Covenant Enforcement
 - A. Notifications will be sent based on the number of violations as follows:
 - First Violation: Warning Notice will be hung to the door notifying owner of violation
 - Second Violation: A Formal Violation letter will be sent via Certified Mail imposing the first fine outlined in the Associations fine structure
 - Subsequent Violations: Fines will be assessed as outlined by the Associations fine structure.
- 3) To follow up on issues/concerns communicated to the HOA Board by the homeowner/resident
- 4) To notify Marchetti & Weaver of concerns/issues/violations not covered by the Rules and Regulations in order to be discussed and/or passed along to the proper/individual/board
- 5) To properly notify the Town of issues outside the jurisdiction of the HOA board (ATV's, dirt bikes, speeding, etc.)
- 6) To properly notify Eagle County Animal Control Services to assist with enforcing Two Rivers animal guidelines
- 7) Monthly report of violations to be prepare and provided to Marchetti & Weaver, LLC for distribution to the Association Board.
- 8) If requested, present findings, status of issues/concerns, violations at HOA meetings
- 9) To review the HOA's enforcement program annually and recommend possible changes to the procedures/operation
- 10) To work with the Association's attorney, as necessary, to prepare for enforcement litigation and, to the extent necessary, to participate in such litigation as a witness or otherwise. The parties recognize that only the Two Rivers HOA Board may authorize the initiation of litigation.

Colorado Booting LLC

1061 w beaver creek blvd. Avon. CO 81620

970-306-8687

coloradobooting@gmail.com

AGREEMENT FOR PRIVATE PROPERTY PARKING ENFORCEMENT

This agreement is entered this 7 day of January, 2020 between **Colorado Booting LLC** and Two Rivers Homeowners Association.

The physical address of the property to which binding agreement refers is as follows: 80 LAKE SHORE drive City/town of Gypsum, Eagle County, Colorado 81637.

The binding agreement gives **Colorado Booting LLC** the authority to enter upon said property and immobilize any vehicles which is deemed unauthorized, abandoned, illegally parked or inoperable per the terms of this agreement and as shown on the attached addendum dated: _____.

The property owner acknowledges responsibility for the actions of the vehicle booting company as its agent.

The exclusive use of **Colorado Booting LLC** by the party named above shall commence on the 8 day of January, 2020 and the contract shall remain in full force until canceled by either party, or on the date of _____.

Colorado Booting LLC acts an independent contractor and will assume all liabilities for damages incurred of vehicles.

Colorado Booting LLC will assume all responsibilities in the notification of law enforcement agencies in reporting the immobilization of such vehicles.

Colorado Booting LLC does hereby indemnify and hold the property owners, management company, and it's employees harmless from any and all losses, damages, causes of action, court proceeding's, or liabilities what's so ever resulting directly or indirectly from the actions of **Colorado Booting LLC** pursuant to this agreement.

If any part of this agreement is determined by a court of law to be unenforceable, the remaining parts of this agreement will remain in force.

This binding agreement shall be subject to cancellation by either party upon twenty (20) days written notice delivered by email coloradobooting@gmail.com

Any changes in parking enforcement procedures, such as placing the property on a temporary hold, additional vehicles allowed to park, or enforcement times not included on the original binding agreement and/or addendum must be email to coloradobooting@gmail.com

Pricing and Signage

The maximum rates for booting on private property is set by rule of Public Utilities Commission. The maximum release charge (prior to completion of booting installation) 120\$.

The property management and/or owner of _____ may authorize up to one (1) complimentary boot removals within a six (6) month period and one (1) boot removal at half price (\$70) within the same six (6) month period. All complimentary and discounted boot removal requests should be emailed to coloradobooting@gmail.com or faxed to 866-500-2044. All management requests for boot removal that exceed the one(1) complimentary boot removal and one(1) half-priced boot removal, must be paid by the management company.

Colorado booting will provide all signage. All poles and signs shall be maintained. If any signage or pole is damaged, the property management and/or owner must repair and/or replace the signage and/or pole.

The property manager shall be responsible in ensuring that the signage is consistent with the codes and regulations set forth by the city and county.

Colorado Booting LLC will follow all laws and statues set by the State of Colorado and any additional Local laws set forth in any ordinance of each municipality.

I certify that I am authorized to execute this binding agreement on behalf of the property owner, and/or Management Company with **Colorado Booting LLC** I also proclaim that **Colorado Booting LLC** has not offered any gifts, free services, free products, commissions or the promise of any gifts for the use of their services.

Colorado Booting

X _____

Agreed effective date:

7 day of January, 2020

Colorado Booting LLC
P.O. Box 1839
AVON, CO 81620
970-306-8687
866-500-2044- Fax

Addendum to Contract Dated: _____

This form will be used to enter account data in our database. Be sure that complete and accurate information is provided. Use a separate addendum for each physical address under contract.

Property Name: Two Rivers HOA Street: 80 LAKE SHORE DR

City (mailing address): Gypsum, CO Zip: 81637

Legal Jurisdiction (City or County name): Eagle County

Name of individual person who is authorized to sign the authorization to boot

First Contact: _____ Phone: _____

Second Contact: _____ Phone: _____

Security Contact: _____ Phone: _____

FAX Number: _____ Email Address: _____

Account type (circle one): **P (patrol)** **L (Limited Patrol)**

(For limited patrol) Start Enforcement Time: 11 AM / (P) PM

Stop Enforcement Time: 5 (A) AM / PM

Contract Start Date/Time: 1/8/20 / 11pm Gate Codes (IN) N/A (OUT) N/A

Can Residents/Tenants call to have a vehicle removed from their assigned spaces?

(Yes or No): N/A

Is signature required? (Yes or No): Assigned Parking: _____ Security/Courtesy Patrol

Request: _____

Apartment Communities: Do you want a photograph of the reason the vehicle was

booted: Yes

Management Request: No vehicles are to be towed unless management or security calls. This is not a Patrol or Limited Patrol option. Do not initial if you want your property patrolled.

What is your Management Request Passcode: _____

- R _____ For sale vehicle. Vehicle is parked on front row facing the street displaying a for sale sign. (Shopping Centers Only) .
- R1 _____ For sale vehicle to be removed after a 24hr warning is given.
- S _____ Reserved / Assigned parking space. Vehicle is parked in a reserved or assigned parking space, could have resident/tenant or guest permit and be towed.
- T _____ Hashed out space. Vehicle is parked in a non-parking space that has been hashed out that is primarily used for pedestrian access.
- U MH _____ No parking at anytime. Vehicle is parked on property when posted for "NO PARKING FOR ANYONE AT ANYTIME."
- V _____ Spotter Removal. Vehicle may be towed if observed by a spotter watching the parking lot.
- W _____ Non-customer. Vehicle operator is not a customer of this business located on the property.
- X _____ Parked on the sidewalk. Vehicle is parked on the sidewalk.
- Y _____ Double parked behind another vehicle.
- Z _____ Vehicle parked in Manager's or maintenance space. Could be permitted resident/tenant or guest.

Acceptance

 Property Representative

 Colorado Booting

Date: _____

**Two Rivers HOA
AR Delinquent Account Report**

Account #	Name	Address	Total Due	Late Notice # 1	Late Notice # 2
1120173-001	Clarence & Elvira Gustafson	100 Rainbow Cir	\$5,221.35		
1120209-001	Edith & Denise Flores Parra	38 Pike Cir	\$3,371.75		
1120024-001	Manuel & Martha Cornelio	66 Bluegill Lp	\$2,919.54		
1120233-001	Jesus Gutierrez	80 Catfish Cir	\$2,465.73		
1120163-001	Carlos Santiago	18 Rainbow Cir	\$2,125.00		
1120228-001	Rafael & Maria Villa	32 Catfish Cir	\$2,112.19	On Payment Plan	
1120106-001	Alan Vigil & Cathryn Reynolds	160 Cut Throat Lp	\$1,190.00		
1120212-001	John Thatcher	58 Pike Cir	\$1,145.00		
1120020-001	Larry & Cynthia Miller	102 Bluegill Lp	\$1,135.00		
1120108-001	Norma Martinez & Jesus Gomez	149 Cut Throat Lp	\$1,035.00		
1120045-001	Blanca Sandoval & Ruben Garcia	158 Salmon Lp	\$1,015.00		
1120181-001	Celestino Vasquez & Leticia Escobar & Jo Es	133 Rainbow Cir	\$885.00		
1120192-001	Walker & Nicole Clements	10 Minnow Cir	\$885.00		
1120130-001	Miguel Calzadillas & Guadalupe Velazco	110 Brook Trout	\$830.00	On Payment plan	
1120143-001	Samuel Fernandez	203 Brook Trout Lp	\$820.00		
1120133-001	Marisela Vazquez & Francisco Vazquez Pena	126 Brook Trout Lp	\$755.00		
1120202-001	Ana Delgado	86 Minnow Cir	\$745.00		
1120273-001	Rosel Tinoco & Walther Lara	82 Haymaker Lp	\$715.00		
1120160-001	Taylor & Vanessa Esslinger	15 Brook Trout Lp	\$625.00		
1120257-001	John & Kristine O'Neill	123 Haymaker Lp	\$625.00		
1120236-001	Perfecto Lucero	104 Catfish Cir	\$622.33		
1120250-001	Benny & Melinda Lucero	43 Catfish Cir	\$610.00		
1120182-001	Jose Ramos & Jose Ruiz	115 Rainbow Cir	\$580.00		
1120051-001	Lesly Moran	123 Salmon Lp	\$579.00		
1120113-001	Ricardo Cervantes	47 Cut Throat Lp	\$575.00		
1120154-001	Tania Lopez	61 Brook Trout Lp	\$560.00		
1120230-001	Miguel & Rosa Garcia	50/44 Catfish Cir	\$560.00		
1120268-001	Randolfo Quezada & Lurdes Varela	136 Haymaker Lp	\$550.00		
1120022-001	Sayra Gonzalez	90 Bluegill Lp	\$495.00		
1120153-001	Victor & Anyssa Lopez	69 Brook Trout Lp	\$495.00		
1120180-001	Shane Lawrence	143 Rainbow Cir	\$495.00		
1120247-001	Gerardo Landeros	11 Catfish Cir	\$495.00		
1120105-001	Tyler Brunell	150 Cut Throat Lp	\$475.00		
1120152-001	Jorge Esparza & Perla Guitierrez	81 Brook Trout Lp	\$450.00		
1120029-001	Isaias Perez & Consuelo Contreras	44 Salmon Lp	\$419.18		
1120271-001	Marshal Young	110 Haymaker Lp	\$405.00		
1120103-001	Luis Sanchez Sandra Villegas-Renteria	134 Cut Throat Lp	\$390.00		
1120013-001	Manuel & Maria Martinez	148 Bluegill Lp	\$386.85		
1120235-001	Rodolfo & Maribel Flores De Parra	96 Catfish Cir	\$380.00		
1120023-001	Flor & Mario Alberto Hernandez	80 Bluegill Lp	\$365.00		
1120052-001	Filberto & Margarita Montes	115 Salmon Lp	\$365.00		
1120244-001	Roy Burki	113 Catfish Cir	\$365.00		
1120068-002	Justin Krzebietke	88 Bass Lp	\$306.13	Paid at closing	
1120058-001	Amanda Morgan & Daniel Eachus	25 Salmon Lp	\$300.00		
1120177-001	Alexa Hill & Colby Chesnut	134 Rainbow Cir	\$300.00		
1120194-001	Courtney & Ralph Seago III	26 Minnow Cir	\$300.00		
1120227-001	Fortunato Carbajal	22 Catfish Cir	\$300.00		
1120241-001	Epifanio Serna-Gonzalez	145 Catfish Cir	\$300.00		
1120263-001	Mayela Estrada	171 Haymaker Lp	\$300.00		
1120145-001	Margarita Hernandez & Delia Felix	187 Brook Trout Lp	\$260.00		
1120014-001	Beth Dobransky	138 Bluegill Lp	\$235.00		
1120027-001	Kelli Ludwig	30 Salmon Lp	\$235.00		
1120050-001	Tyler & Christina Rudow	131 Salmon Lp	\$235.00		
1120053-001	Yazmin & Cesar Hernandez	67 Salmon Lp	\$235.00		
1120098-001	Cesar Hernandez	102 Cut Throat Lp	\$235.00		
1120100-001	Adrian & Alissa Barela	112 Cut Throat Lp	\$235.00		
1120123-001	Yesenia Delgado & Kimberlym Vega	68 Brook Trout Lp	\$235.00		
1120127-001	Roque & Lourdes Avendano	90 Brook Trout Lp	\$235.00		
1120208-001	Darina Kinkova	26 Pike Cir	\$235.00		

TWO RIVERS HOA
 ACCOUNTS PAYABLE - NOVEMBER 14,2019

<u>VENDOR</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>Approved By</u>
<i>Bailey Cooper</i>	<i>65.00</i>	<i>Refund HOA Dues (previous owner pd after sale of property)</i>	<i>Luke Bray</i>
<i>CPA Solutions</i>	<i>544.00</i>	<i>2018 Tax Preparation</i>	<i>Luke Bray</i>
<i>Fresh Mountain Laws & Irrigation</i>	<i>24,623.96</i>	<i>Lawn Maintenance and Irrigation- Sept/Oct</i>	<i>Luke Bray</i>
<i>Juliette Romagnoli</i>	<i>65.00</i>	<i>Refund HOA Dues (previous owner pd after sale of property)</i>	<i>Luke Bray</i>

Payables to be Approved at Meeting: **25,297.96**

Additional payments are in bold print
 Payments to be ratified are in italic print

TWO RIVERS HOA
 ACCOUNTS PAYABLE - DECEMBER 12,2019

<u>VENDOR</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>Approved By</u>
<i>Amy Yandle</i>	<i>260.00</i>	<i>HOA Dues Refund / Working Capital Refund</i>	<i>Luke Bray / Esgar Acosta</i>
<i>Avid Design</i>	<i>300.00</i>	<i>Website (Transition to M&W Admin)</i>	<i>Luke Bray / Esgar Acosta</i>
<i>Kyle Huff</i>	<i>65.00</i>	<i>HOA Dues Refund</i>	<i>Luke Bray / Esgar Acosta</i>
<i>Marchetti & Weaver</i>	<i>4,329.48</i>	<i>Accounting/Administration - October</i>	<i>Luke Bray / Esgar Acosta</i>

Payables to be Approved at Meeting: **4,954.48**

Additional payments are in bold print
 Payments to be ratified are in italic print

TWO RIVERS HOA
ACCOUNTS PAYABLE - JANUARY 7,2020

<u>VENDOR</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>Approved By</u>
American Conservation & Billing	1,898.75	December 2019 / January 2020 HOA Billing	At Meeting
Marchetti & Weaver	4,982.83	Accounting/Administration - Oct (10/16-10/31)	At Meeting
<i>Payables to be Approved at Meeting:</i>	<u>6,881.58</u>		

Additional payments are in bold print
Payments to be ratified are in italic print

**TWO RIVERS HOMEOWNERS ASSOCIATION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGED IN FUND BALANCE
BUDGET, ACTUAL AND FORECAST FOR THE PERIODS INDICATED**

Printed: 01/04/20

	Cal Yr 2018 Actual	Cal Yr 2019 Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2019 Forecast	12 Mo Ended 12/31/19 Actual	Remaining Budget (Unfavor)	Cal Yr 2020 Prelim Budget	BUDGET NOTES
Assessments per Property	\$ 780	\$ 780		\$ 780			\$ 780	Yearly Assessment
Revenues								
Total Assessments	174,498	200,000	(14,400)	185,600	171,740	(28,260)	196,430	Increase for for new homes
Compliance Fines	0	0	-	0	100	100	500	
Late Fees and Other Income	0	500	(500)	0	1,645	1,145	500	
Interest Income	61	70	75	145	133	63	149	3% increase
Title Prep Fees	0	0	500	500	550	550	1,875	15 new homes + 10 home sales
DRB Reimbursable	675						0	
Total Revenues	175,233	200,570	(14,325)	186,245	173,923	(26,647)	199,454	
General and Admin Expenditures								
Accounting/Administration/Property Mgmt	52,200	52,000	(12,378)	64,378	56,527	(4,527)	54,000	Estimate
Legal	900	1,000	790	210	210	790	1,200	Estimate
Monthly Assessment Billings	0	0	-	0	935	(935)	12,000	AmCoBi Estimate
Insurance	1,064	1,200	7	1,193	1,193	7	1,229	3% increase
Bank Fees	600	0	-	0	0	0	0	
Website Maintenance	0	0	-	0	300	(300)	1,000	
Office Expenses and Misc.	1,942	3,000	1,000	2,000	3,339	(339)	2,000	
Total General & Admin Expenditures	56,706	57,200	(10,581)	67,781	62,505	(5,305)	71,429	
Operating Expenditures								
Landscaping & Irrigation	66,346	59,000	(22,550)	81,550	81,626	(22,626)	83,997	3% increase
Repairs and Maintenance	2,190	4,300	1,300	3,000	2,958	1,343	3,090	3% increase
Metro District Cost Reimbursement	37,088	40,000	(9,149)	49,149	49,000	(9,000)	46,676	Metro District Estimate
Total Operating Expenses	105,625	103,300	(30,399)	133,699	133,584	(30,284)	133,763	
Total Expenditures	162,331	160,500	(40,980)	201,480	196,089	(35,589)	205,192	
Revenue Over (Under) Expenditures	12,903	40,070	(55,305)	(15,235)	(22,165)	(62,235)	(5,737)	
Beginning Fund Balance	95,742	108,644	0	108,644	108,644	0	93,409	
Ending Fund Balance	108,644	148,714	(55,305)	93,409	86,479	(62,235)	87,671	
See accompanying accountant's report.			=		=	=		

**TWO RIVERS HOMEOWNERS ASSOCIATION
Balance Sheet**

ASSETS	12/31/18	12/31/19
Current Assets:		
Bank Account- Operating	24,061	20,741
Bank Account- Reserve	148,046	143,166
Total Cash in Bank	172,107	163,907
Accounts Receivable	21,325	18,130
Other Receivables	0	500
Allowance for Doubtful Accounts	(13,642)	(10,590)
Total Current Assets	179,790	171,946
TOTAL ASSETS	179,790	171,946
LIABILITIES & NET ASSETS		
Liabilities:		
Accounts Payable	47,131	57,162
Total Liabilities	47,131	57,162
Net Assets		
Working Capital Reserve	24,015	28,305
Fund Balance	108,644	86,479
Total Net Assets	132,659	114,784
Total Liabilities & Net Assets	179,790	171,946
See accompanying accountant's report.	=	=