

# Two Rivers Homeowners Association

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**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, March 4, 2020, beginning at approximately 6:00 P.M.

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## AGENDA

1. Call to Order
2. Declaration of Quorum
3. Consideration of Agenda
4. Consideration of Minutes
  - a. January 7, 2020
5. New Business
  - a. Policies and Procedures
    - i. Collections Policy Review/Update
    - ii. Covenant Enforcement Policy Review/Update
    - iii. Covenant Enforcement Officer – Updated Proposal
    - iv. Design Guidelines Review/Update
    - v. Rules and Regulations Review/Update
  - b. April 8, 2020 Member Meeting Agenda Review/Discussion of Topics
  - c. HOA Cost Sharing Agreement with Metro District
  - d. Accounts Receivable- Delinquent Account Review/Collections Process
  - e. Division of Wildlife Meeting Recap (Craig Plizga)
  - f. Other Business
6. Action Items
  - a. Ratification of February 2020 Payables
7. Financial
  - a. January 31, 2020 Financial Statements
8. Proposed 3<sup>rd</sup> Quarter Meeting- June 23, 2020
9. Adjournment

Please notify Meghan Hayes, [meghan@mwcpaa.com](mailto: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

Esgar Acosta, President	Term expires 2021
Luke Bray, Vice President	Term expires 2021
Mike Pearson, Secretary	Term expires 2023
James Scott Harrison, Treasurer	Term expires 2022
Christina Rudow, Director	Term expires 2021

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

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# RECORD OF PROCEEDINGS

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## MINUTES OF THE BOARD OF DIRECTORS MEETING TWO RIVERS HOMEOWNERS ASSOCIATION, INC. January 7, 2020

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 January 7, 2020 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 October 22, 2019.

**HOA Billing**      Ms. Hayes presented an update on the HOA billing transition to AmCoBi, the new billing service. She reported the transition went well and that she will continue to work with AmCoBi on resolving all outstanding accounts receivable and billing issues.

**Policies & Procedures**      The Board discussed updates to the Parking and Covenant Enforcement policies. The Board also reviewed the Design Guidelines prepared by Ms. Hayes. After discussion, the Board instructed Ms. Hayes to do research on approved decking material through Eagle County and make all changes discussed. Ms. Hayes will be presenting the revised policies at the March Board Meeting.

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# RECORD OF PROCEEDINGS

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Two Rivers Homeowners Association Board of Directors Meeting January 7, 2020

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The Board discussed the use of a dedicated Covenant Enforcement Officer. They received a proposal from Michael Schneidet, Vail Valley Property Management. The Board instructed Ms. Hayes to lower the amount of time required to perform these duties and reach out again to Mr. Schneidet to provide an updated proposal. Ms. Hayes will present an updated proposal at the March meeting.

## **Board Vacancies**

Director Pearson will remain on the Board until another person has been identified to take over his position.

The Board discussed the Board vacancies and after motion duly made and seconded, it was unanimously

**RESOLVED** to approve the re-election of James Scott Harrison to a 3-yr term ending in 2022; and

**RESOLVED** to approve the re-election of Mike Pearson to a 3-yr term ending in 2023; and

**FURTHER RESOLVED** to appoint Christina Rudow to a 3-yr term ending in 2023.

## **Election of Officers**

After discussion of offices, and upon motion duly made and seconded, it was unanimously

**RESOLVED** to elect the following officers:

President – Esgar Acosta  
Vice-President – Luke Bray  
Secretary – Mike Pearson  
Treasurer – James Scott Harrison  
Director – Christina Rudow

## **CO Booting Company Agreement**

Ms. Hayes presented an agreement with Colorado Booting Company to provide parking enforcement and booting services within the Community. After discussion, by motion duly made and seconded, it was unanimously

**RESOLVED** to approve the agreement with Colorado Booting Company.

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# RECORD OF PROCEEDINGS

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Two Rivers Homeowners Association Board of Directors Meeting January 7, 2020

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**AR Review/  
Collections  
Process**

Ms. Hayes provided the Board with a listing of Delinquent accounts. The Board reviewed the report but did not take any action. Ms. Hayes will be presenting an updated Collections Policy at the March meeting.

**Accounts  
Payable**

The Board reviewed the November, December and January accounts payable lists and by motion duly made and seconded it was unanimously

**RESOLVED** to ratify the November and December accounts payable lists as presented and;

**FURTHER RESOLVED** to approve the January accounts payable list as presented.

**Financial  
Statements**

By motion duly made and seconded it was unanimously

**RESOLVED** to accept the Associations Preliminary December 2019 financial statements as presented.

**Future  
Meetings**

After discussion and by motion duly made and seconded, it was unanimously

**RESOLVED** to set the 2<sup>nd</sup> Quarter Board meeting for March 4<sup>th</sup> at 6pm and the Spring Member meeting for April 8<sup>th</sup> at 6pm.

**Adjournment**

There being no further matters for discussion, the meeting was adjourned

Respectfully submitted,

Meghan Hayes  
Recording Secretary for the Meeting

## **TWO RIVERS HOMEOWNERS ASSOCIATION**

### **GOVERNANCE POLICY FOR COLLECTIONS**

In Accordance with Master Documents of the Two Rivers Homeowners Association, the Board of Directors is committed to ensuring that all assessments are paid to the Association and that failure to pay in a timely fashion results in significant penalties. The annual assessment is paid in monthly installments, which are due on the first day of each month. If the payment arrives at the designated address for payment after the twentieth (20<sup>th</sup>) day of the month, interest, from the original due date, at the rate of 1.75% per month (21% per annum) and a late fee of \$20.00 per month will be charged.

Failure to pay assessments in a timely fashion will result in the following actions being taken:

1. If the payment is not received by the twentieth (20th) day of the first month, a "Late Notice" will be sent to the homeowner, notifying him/her that the payment is late and that a late charge of \$20.00 and interest charges of 1.75% on the total balance due have been imposed.
2. If the assessment is not paid by the twentieth (20th) day of the second month, a "Demand Letter" will be sent to the homeowner by certified mail, demanding payment in full on the total outstanding balance due and notifying him/her that the payment continues to be late and that an additional late charge of \$20.00 and interest charges of 1.75% on the total balance due have been imposed.
3. If the assessment is not paid by the twentieth (20th) day of the following month, a second "Demand Letter" will be sent to the homeowner by certified mail, demanding payment in full on the total outstanding balance due as well as notifying him/her that the payment continues to be late and that an additional late charge of \$20.00 and interest charges of 1.75% on the total balance due have been imposed. This Demand Letter shall include: (i) total amount due, with an accounting of how the total was determined; (ii) whether the opportunity to enter into a payment plan exists pursuant to C.R.S § 38-33.3-316.3 and instructions for contacting the entity to enter into such a payment plan; (iii) the name and contact information for person representing the Association that the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt; (iv) that action is required to cure the delinquency and that failure to do so within thirty days may result in the unit owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the unit owner's property, or other remedies available under Colorado law.
4. If the assessment is not paid by the thirtieth (30th) day of the following month, the account will be forwarded to the Association's attorney or a collection agency for collection. Furthermore, the Association may exercise its rights to file a lawsuit against the owner, to file for and foreclose upon its lien against the Owner's Lot or Unit, and any other rights or remedies available to the Association under Colorado law. All costs associated with the legal pursuit of the collection will be assessed to the Owner.

5. In addition to the aforementioned late charges and interest, a charge of \$50.00 will be added to the total balance due each time the Association is not paid amounts due as the result of insufficient funds in an Owner's account that has been designated for payment either by check or ACH withdrawal.

If the Board considers that the Owner is making a "good faith" effort to pay and catch up with any arrearage, referral to the Association's attorney may be delayed or, in accordance with C.R.S § 38-33.3-316.3 make good faith efforts to establish payment plan in accordance therewith.

Notwithstanding anything herein to the contrary and in addition the rights and remedies provided for above, the Board may impose special requirements for Owners with a history of delinquent payments.

APPLICATION OF PAYMENTS: Any payments received from an owner, either to the attorney or the management company, will be applied in the following order: attorney fees and legal costs, Association costs and expenses including but not limited to: late charges, interest, insufficient funds fees, utilities, fines, and assessments.

**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

By:   
Its: President

ATTEST:

By:   
Its: Secretary

**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, phone, 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) 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 (a) describing the nature of the alleged violation, (b) stating the proposed sanction to be imposed, (c) stating that the alleged violator shall have ~~10~~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 ~~10~~30 days of the notice.

(ii) The alleged violator shall respond to the notice of the alleged violation in writing within such ~~10~~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 ~~10~~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, provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ~~10~~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 ~~10~~30-day period, the hearing shall be held before the Board within 10 days of the request. 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.

(g) 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 above~~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 ~~90~~60 days delinquent in paying any 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 (except that no hearing is required if the Owner is more than ~~90~~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;

(4) suspend services the Association provides (except that no hearing is required if the Owner is more than ~~90~~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, prohibit 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;

(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 Parking);

(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. If the Board's finding is that there is still a violation, the violation must be cured within 10 days, otherwise, the first fine will become due immediately. 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. Exhibit A attached hereto sets forth a schedule of fines that the Board may impose.

(hg) 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 (a) describing the nature of the alleged violation, (b) stating the proposed sanction to be imposed, (c) stating that the alleged violator shall have 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 30 days of the notice.~~

~~\_\_\_\_\_ (ii) The alleged violator shall respond to the notice of the alleged violation in writing within such 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 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, provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 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 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 \_\_\_\_\_ 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

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## EXHIBIT A

### **Schedule of Fines (if hearing is not requested)**

1. First violation: \$ Warning
2. Second violation: \$ \$100.00 (10 days from warning)
3. Third violation: \$ \$250.00 (10 days from second violation)
4. Violations after the third violation: \$500.00 every month until violation is cured (plus interest accruing on the outstanding amount at 1.75% per month (21% per annum)):

~~Notwithstanding the forgoing, a violation for failure to timely install landscaping in accordance with the Governing Documents shall result in fines in accordance with the above scheduled fines.~~

### **Schedule of Fines (if hearing is requested)**

~~If~~ If a violation is not cured within ~~1030~~ 1030 days after the Association renders its written findings and decision, the following additional fines shall be charged (plus interest accruing on the outstanding amount at 1.75% per month (21% per annum)):

After the initial violation hearing:

Due immediately: \$100

30 days after: \$200.00

60 days after: \$400.00

90 days after: \$600.00

Each and every 30 days thereafter: \$800.00 per 30-day period until violation is cured.

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.

**Association's Legal Remedies.** In the event an Owner fails to timely pay assessments, Late Charges, or any other charges or fees related to the fines, the following legal remedies shall be available to the Association to collect on the Owner's delinquent account: use of collections agency; lawsuit against the Owner; filing of a lien statement and foreclosure of the Association's lien on the Owner's Unit, with such lien to also secure reasonable attorneys' fees incurred for collection and enforcement of such lien; and any and all other remedies available under Colorado law and/or the Association's governing documents. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all fines owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

**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 Esgar (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)

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## **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

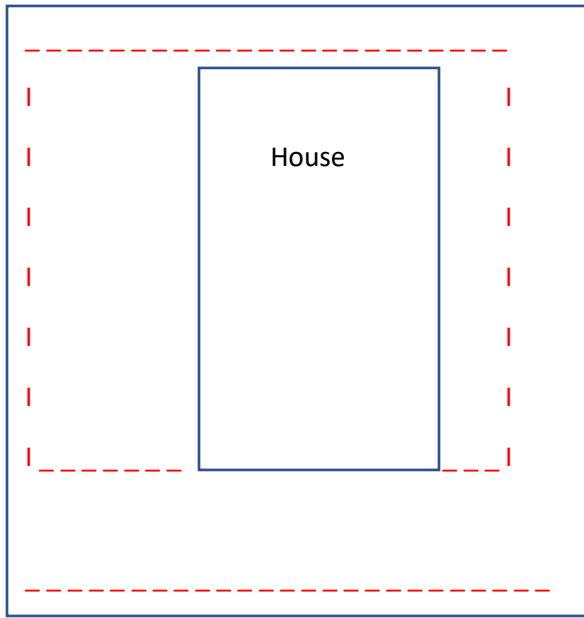
### **Specifications:**

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

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## **Decks**

### **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 Deck location- Layout and location
- Photos of the deck color & materials

### **Specifications:**

Approved materials: Please see Eagle County's Wildfire Mitigation Process Checklist for approved Deck materials

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

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

## **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

-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 Color: Match the residential unit on-site (White or earth tones). The following are HOA approved Sherwin Williams paint colors:

Canyon Clay SW 6054

Macademia SW 6142

Monterey Tan SW 3049

Pier SW 7545 (trim color only)

Mindful Grey SW 7016

Grizzle Grey SW 7068

Grey Matters SW 7066

Dovetail SW7018

Mega Greige SW 7031

Nomadic Desert SW 6107

Retreat SW6207

Spare White SW 6203 (trim color only)

Universal Khaki SW 6150 (trim color only)

Secret Garden SW 6181



Homeowners can see what these colors look like if they insert it into the search bar at the link below.

<https://www.sherwin-williams.com/homeowners/color>

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## **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

-Scaled Map of the Property:

-Property Line with Utility Easements

-Proposed Driveway location- Layout and location

-Photos of the materials

-Engineering Draining Plan

### **Specifications:**

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

\*No more than 3 cars are allowed

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

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

**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 April 23rd, 2015**, 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;
  - 11. Mobile homes, travel traile rs, tent trailers, trailers , trucks, snowmob iles, 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
  - 111. Barbecue grills shall be kept within Owners' backyards at all times, except when in actual use.
  - 1v. Pipes for water, gas, sewer, drainage or other purposes , wires, cab-les , po-les , antennas and other facilities for the transmiss-ion 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.
  - v1. All permanent and temporary structures , including, but not limited to tennis courts, ~~outdoor swimming pools~~ [Fences, basketball goals and backboards](#), outdoor hot tubs or jacuzzis, 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

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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.
  - i. 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 Decla-rations, as well as damages caused by their guest(s), invitee(s) , c-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 copies of such. Copies of the documents related to the Master Association may be found at 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.

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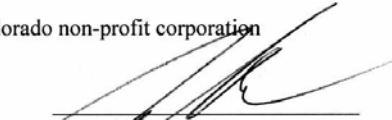
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WHEREOF, the parties have executed this Agreement this 23rd day of April

IN  
WIT  
NESS

Two Rivers Village Homeowners Association

A Colorado non-profit corporation

  
\_\_\_\_\_  
Mike Pearson  
Board President

# Two Rivers Homeowners Association

NOTICE OF ANNUAL MEETING OF MEMBERS  
TO BE HELD APRIL 8, 2020

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Notice is hereby given that the annual meeting of the Members of Two Rivers Homeowners Association (referred to herein as the "HOA"), has been called by the Executive Board of the Association pursuant to Section 3.2 of the Bylaws of the Association. It will be held at the Two Rivers Community Center, Dotserro, Colorado on Wednesday, April 8, 2020, at 6:00 P.M. local time for the following purposes:

## Agenda

- 1) Call to Order
- 2) Declaration of Quorum
- 3) Approval of Minutes
  - a) November 14, 2019
- 4) Design Review Board
  - a) Review of Application/Approval Process
  - b) Design Guidelines
- 5) Business
  - a) Division of Wildlife- Fishing
  - b) Other Business and Public Input
- 6) Adjournment

Executed this 130th day of March, 2020  
TWO RIVERS HOMEOWNERS ASSOCIATION, INC.  
a Colorado Non-profit Corporation

By: /s/ Esqar Acosta  
Esqar Acosta, President

## COST SHARING AGREEMENT

This Cost Sharing Agreement ("Agreement"), is effective as of January 1, 2020, by and between the Two Rivers Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("TRMD"), and the Two Rivers Homeowners Owners Association, a Colorado non-profit corporation ("TRHOA"), referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS:

Whereas, TRMD owns the Two Rivers Community Center and adjoining swimming pool which are used for the mutual benefit of TRMD and TRHOA; and

WHEREAS, TRMD contracts for the provision of certain services for the Two Rivers community which are mutually beneficial to TRMD and TRHOA; and

WHEREAS, TRMD periodically employs an employee or employees for the purpose of performing certain services and functions which are mutually beneficial to TRMD and TRHOA; and

WHEREAS, the Parties agree the most cost-effective way to provide these services and functions to the Two Rivers community is to work cooperatively and share in the costs of such services and functions; and

WHEREAS, the Board of Directors of TRMD has determined that the District has received excess property tax revenues in Budget Year 2019 in an aggregate amount of \$88,496 (the "Excess Revenues").

NOW THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. **Scope of Services.** TRMD will contract for services or hire an employee or employees to provide certain services and functions to the Two Rivers community as listed on Exhibit A and that the cost of such services and functions shall be borne equally by TRMD and TRHOA
2. **Term of Agreement.**
  - a) The term of this Agreement (the "Term") shall begin on the date of this Agreement and will remain in full force and effect and renew annually until terminated as provided for below.
  - b) In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 90 days' written notice to the other Party.
  - c) In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately.
  - d) This Agreement may be terminated at any time by mutual agreement of the Parties.
  - e) Except as otherwise provided in this Agreement, the obligations of TRMD will end upon the termination of this Agreement.
3. **Reimbursement for cost of services.**
  - a) TRHOA will reimburse TRMD for 50% of the cost of the services listed on Exhibit A after applying a credit for the Excess Revenues, such credit to be applied over a multiple year period until a credit equal to the full amount of the Excess Revenues has been applied.
  - b) The cost of the services will be invoiced periodically by TRMD but no less frequently than annually.
  - c) Invoices submitted to TRHOA are due within 30 days of receipt.
4. **Relationship of Parties.** In providing the Services under this Agreement it is expressly agreed that TRMD's employees are not employees of TRHOA. Furthermore, this Agreement does not create a partnership nor joint venture between TRHOA and TRMD. TRHOA is not required to make any

contributions to any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit sharing, pension or any other employee benefit for TRMD or its Operations Manager during the term of the Agreement. TRMD is responsible for paying, and complying with reporting requirements for all local, state and federal taxes related to payments made to TRMD under this Agreement.

5. TRMD Insurance. TRMD represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees. TRMD shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of Three Hundred and Fifty Thousand Dollars (\$387,000) for bodily injury, death, or damage to property of any person and Nine Hundred and Ninety Thousand Dollars (\$1,093,000) for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended (the "CGIA"). TRMD shall also maintain Errors and Omissions and Crime Fidelity policies in amounts and terms specified by Regulations.
6. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
7. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the District Court in and for Eagle County, Colorado.
8. Return of Property. Upon the expiration or termination of this Agreement, TRMD and its Operations Manager shall return to TRHOA any property, documentation or records which are the property of TRHOA.
9. Assignment. TRMD will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of TRHOA.
10. Entire Agreement. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
11. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.
12. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
13. Notices. All notices or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Two Rivers Homeowners Owners Association  
TRV HOA Management  
PO Box 1816  
Avon, CO 81620

Two Rivers Metropolitan District  
c/o Marchetti and Weaver, LLC  
28 Second Street, #213  
Edwards, Colorado 81632

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the US Postal Service First Class mail, or (c) the following day after being deposited with an overnight courier.

14. Colorado Governmental Immunity. Nothing in this Agreement is intended nor shall be interpreted to waive any of the monetary limitations or any rights, benefits, immunities, defenses and protections that may be available to any party by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.* C.R.S.
15. Illegal Aliens. TRMD certifies that TRMD shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. TRMD shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. TRMD represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. TRMD shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If TRMD obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, TRMD shall: (i) notify the subcontractor and TRHOA within three (3) days that TRMD has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. TRMD shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If TRMD fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., TRHOA may terminate this Agreement for breach, and TRMD shall be liable for actual and consequential damages to TRHOA. If TRMD participates in the Department Program, TRMD shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the District.
16. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures effective the date first set forth above.

TWO RIVERS METROPOLITAN DISTRICT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

TWO RIVERS HOMEOWNERS OWNERS ASSOCIATION:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**SCOPE OF SERVICES AND FUNCTIONS**

**Two Rivers Metro District**  
**HOA Contribution Calculation**  
**2018 through 2021**

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Forecast</b>
Office Expense	4,416	5,815	5,665	5,835
Salaries and Wages	18,460	52,045	60,376	63,395
Payroll Taxes & Expenses	340	954	1,102	1,155
Employer Health Insurance	3,079	5,804	6,616	6,815
Employer 401A Match	1,145	3,227	3,743	3,930
Auto Mileage Reimbursable Expense	0	977	1,030	1,061
Telephone	1,210	1,560	1,248	1,285
Utilities-Trash	732	732	1,273	1,311
Utilities-Gas-Pool	1,419	1,237	3,119	3,212
Utilities-Street Lighting	1,147	1,167	1,434	1,477
Utilities-Community Center	7,154	8,036	10,629	10,947
Community Center Supplies	1,441	2,464	2,575	2,652
Cleaning of site and facility	10,197	10,690	11,700	12,051
Community Center Furniture	163	1,827	1,800	1,854
Community Center Maint & Repair	14,404	5,173	24,000	3,000
Mosquito Abatement	400	2,400	2,472	2,546
Pool Ops, Maint & Supplies	7,161	16,280	16,141	16,625
Trails Repairs & Maintenance	236	3,365	2,000	2,060
Lake Beach Repairs & Maintenance	1,070	5,043	5,000	5,150
	<u>74,174</u>	<u>128,797</u>	<u>161,923</u>	<u>146,363</u>
HOA Allocation (50%)	<u>37,087</u>	<u>64,398</u>	<u>80,962</u>	<u>73,182</u>
TRMD Excess Revenues Credit Applied	1	(21,562)	(32,385)	(29,273)
Balance Paid/Budgeted	<u><u>37,088</u></u>	<u><u>42,836</u></u>	<u><u>48,577</u></u>	<u><u>43,909</u></u>



**Two Rivers HOA**  
**AR Delinquent Account Report**  
as of **February**

Account #	Name	Address	Total Due	Sent by AmCoBi	Sent by AmCoBi	Notes
			at 1/31	Late Notice # 1	Demand Letter	
1120173-001	Clarence & Elvira Gustafson	100 Rainbow Cir	\$5,306.35	28-Jan	28-Feb	Lien dated 12/31/15 ; Purchased property 11/10/11
1120209-001	Edith & Denise Flores Parra	38 Pike Cir	\$3,456.75	28-Jan	28-Feb	Lien dated 12/31/15 ; Purchased property 5/13/13
1120024-001	Manuel & Martha Cornelio	66 Bluegill Lp	\$3,004.54	28-Jan	28-Feb	
1120233-001	Jesus Gutierrez	80 Catfish Cir	\$2,550.73	28-Jan	28-Feb	
1120163-001	Carlos Santiago	18 Rainbow Cir	\$2,210.00	28-Jan	28-Feb	
1120228-001	Rafael & Maria Villa	32 Catfish Cir	\$1,977.19	28-Jan		On Payment Plan
1120106-001	Alan Vigil & Cathryn Reynolds	160 Cut Throat Lp	\$1,275.00	28-Jan	28-Feb	
1120020-001	Larry & Cynthia Miller	102 Bluegill Lp	\$1,220.00	28-Jan	28-Feb	
1120045-001	Blanca Sandoval & Ruben Garcia	158 Salmon Lp	\$1,100.00	28-Jan	28-Feb	
1120108-001	Norma Martinez & Jesus Gomez	149 Cut Throat Lp	\$1,080.00	28-Jan		On Payment Plan
1120181-001	Celestino Vasquez & Leticia Escobar & Jo Es	133 Rainbow Cir	\$970.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120143-001	Samuel Fernandez	203 Brook-pmt mac	\$905.00	28-Jan	28-Feb	
1120273-001	Rosel Tinoco & Walther Lara	82 Haymaker Lp	\$800.00	28-Jan	28-Feb	
1120160-001	Taylor & Vanessa Esslinger	15 Brook-pmt mac	\$710.00	28-Jan	28-Feb	
1120257-001	John & Kristine O'Neill	123 Haymaker Lp	\$710.00	28-Jan	28-Feb	
1120230-001	Miguel & Rosa Garcia	50/44 Catfish Cir	\$710.00	28-Jan	28-Feb	
1120250-001	Benny & Melinda Lucero	43 Catfish Cir	\$695.00	28-Jan	28-Feb	
1120182-001	Jose Ramos & Jose Ruiz	115 Rainbow Cir	\$665.00	28-Jan	28-Feb	
1120051-001	Lesly Moran	123 Salmon Lp	\$664.00	28-Jan	28-Feb	
1120113-001	Ricardo Cervantes	47 Cut Throat Lp	\$660.00	28-Jan	28-Feb	Made \$500 payment on 2/23
1120154-001	Tania Lopez	61 Brook-pmt mac	\$645.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120268-001	Randolfo Quezada & Lurdes Varela	136 Haymaker Lp	\$635.00	28-Jan	28-Feb	
1120130-001	Miguel Calzadillas & Guadalupe Velazco	110 Brook-pmt mac	\$595.00	28-Jan		On Payment plan
1120022-001	Sayra Gonzalez	90 Bluegill Lp	\$580.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120153-001	Victor & Anyssa Lopez	69 Brook-pmt mac	\$580.00	28-Jan	28-Feb	
1120180-001	Shane Lawrence	143 Rainbow Cir	\$580.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120247-001	Gerardo Landeros	11 Catfish Cir	\$580.00	28-Jan	28-Feb	
1120152-001	Jorge Esparza & Perla Guitierrez	81 Brook-pmt mac	\$535.00	28-Jan	28-Feb	
1120202-001	Ana Delgado	86 Minnow Cir	\$530.00	28-Jan	28-Feb	
1120244-001	Roy Burki	113 Catfish Cir	\$450.00	28-Jan	28-Feb	
1120236-001	Perfecto Lucero	104 Catfish Cir	\$385.00	28-Jan	28-Feb	
1120052-001	Filberto & Margarita Montes	115 Salmon Lp	\$385.00	28-Jan	28-Feb	
1120058-001	Amanda Morgan & Daniel Eachus	25 Salmon Lp	\$385.00	28-Jan	28-Feb	
1120263-001	Mayela Estrada	171 Haymaker Lp	\$385.00	28-Jan	28-Feb	
1120103-001	Luis Sanchez Sandra Villegas-Renteria	134 Cut Throat Lp	\$365.00	28-Jan	28-Feb	Made \$100 payment on 2/3 and \$100 on 2/26
1120145-001	Margarita Hernandez & Delia Felix	187 Brook-pmt mac	\$345.00	28-Jan	28-Feb	
1120100-001	Adrian & Alissa Barela	112 Cut Throat Lp	\$320.00	28-Jan	28-Feb	
1120123-001	Yesenia Delgado & Kimberlym Vega	68 Brook-pmt mac	\$320.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120127-001	Roque & Lourdes Avendano	90 Brook-pmt mac	\$320.00	28-Jan	28-Feb	
1120105-001	Tyler Brunell	150 Cut Throat Lp	\$310.00	28-Jan	28-Feb	
1120222-001	Edna Palacios & Uzziel Solis	101 Pike Cir	\$270.00	28-Jan	28-Feb	
1120243-002	Douglas Skinner	125 Catfish Cir	\$260.00	n/a	28-Feb	
1120014-001	Beth Dobransky	138 Bluegill Lp	\$255.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120033-001	Norma Escobar & Victor Luevana	74 Salmon Lp	\$255.00	28-Jan	28-Feb	
1120101-001	Stephanie Koller	120 Cut Throat Lp	\$255.00	28-Jan	28-Feb	
1120115-001	Araceli Fragoso & Alfonso Ramirez	27 Cut Throat Lp	\$255.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120162-001	Jose Ortega	12 Rainbow Cir	\$255.00	28-Jan	28-Feb	
1120184-001	Reynaldo Hernandez	39 Rainbow Cir	\$255.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120146-001	Hecto & Monica Espinoza	179 Brook-pmt mac	\$240.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120169-001	Erick Sandoval	74 Rainbow Cir	\$240.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120005-001	Alma Ramos Antunez & Daniel Juarez	57 Bluegill Lp	\$235.00	28-Jan	28-Feb	
1120044-001	Jurado Gonzalez & Jesus Mendoza	144 Salmon Lp	\$235.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120097-001	Karen Funnelle-Harkins	96 Cut Throat Lp	\$235.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120111-001	Noemi Garcia Anally Chavez	109 Cut Throat Lp	\$235.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120157-001	Brenda Chacon & Armando Rodriguez	39 Brook-pmt mac	\$235.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120166-001	Adam & Jessica Montgomery	50 Rainbow Cir	\$235.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120254-001	Miguel Garcia Serrano & Edgar Blanco	45 Kok-pmt made:	\$235.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120255-001	Blanca Velasco	55 Kok-pmt made:	\$235.00	28-Jan	28-Feb	
1120256-001	Kristin Richmond	67 Kok-pmt made:	\$235.00	28-Jan	28-Feb	
1120094-001	Greg & Rosario Clarke	78 Cut Throat Lp	\$230.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120213-001	Joan Williams & Andrew Graham	68 Pike Cir	\$215.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120001-001	Ana Cordova & Jaime Diaz	9 Bluegill Lp	\$200.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120241-001	Epifanio Serna-Gonzalez	145 Catfish Cir	\$190.00	28-Jan		Payment Made- No longer Delinquent (> 3 months)
1120269-001	Clayton & Ashley Forsyth	126 Haymaker Lp	\$189.16	28-Jan		Payment Made- No longer Delinquent (> 3 months)

----- Original message -----

From: "Bakich - DNR, Kendall" <[kendall.bakich@state.co.us](mailto:kendall.bakich@state.co.us)>

Date: 2/20/20 6:53 PM (GMT-07:00)

To: trmdoperations <[trmdoperations@gmail.com](mailto:trmdoperations@gmail.com)>, [mike@fortiuscap.com](mailto:mike@fortiuscap.com)

Cc: Dan Cacho - DNR <[dan.cacho@state.co.us](mailto:dan.cacho@state.co.us)>

Subject: TRV Pond Management Meeting Summary

Hi All,

Mike and Craig, thank you for meeting with us today. Here is my summary of what we discussed. Please let me know if there is anything I missed, you would like to add, or if you have any questions.

#### Purpose:

CPW and Two Rivers Village (TRV) management met to discuss the opportunities for fisheries management at the three ponds in the Two Rivers Subdivision: Trout Pond, Bass Pond, and Kokanee Pond.

#### Current Pond Conditions:

All three ponds have warmwater fish assemblages that contain crappie, perch, bluegill, and sunfish. Trout and Bass ponds both have northern pike and smallmouth bass. The warmwater fish species have been privately introduced over time, and any recent stockings have been unauthorized by the property owner, Two Rivers Metro District (TRMD). Trout have been periodically stocked in the ponds, as recently as 2012 and the presence of pike is considered a detriment to the trout fishing desired in the ponds.

CPW strictly regulates warmwater fish species on the western slope in private and public waters. Due to the potential impacts on the state's fisheries and downstream endangered Colorado River fish species, fish stocking on the Western Slope is restricted to certain acceptable warmwater species that may only be stocked in waters physically isolated from the river by location out of the floodplain or berms and screening of inlets/outlets or trout in most waters. Trout and Bass ponds harbor two warmwater fish species prohibited to stock on the Western Slope, Northern pike and Smallmouth Bass, but as far as we know, the ponds meet the conditions for physical isolation with high berms and no direct inlet/outlet connection. Kokanee Pond does not meet physical isolation requirements from the Colorado River as it is in the floodplain and frequently connects with high waters in the river. This pond is not considered fundamental to the fishing opportunity available at Two Rivers Village.

#### Pond Management Goals:

- Remove undesired and restricted species: northern pike and smallmouth bass.
- Create a community-supported fishery management program in Trout and Bass Ponds to include desirable warmwater fish species and catchable trout.
- Include CPW in a fishery management partnership that includes assistance with enforcement of state regulations, some public access, and active fishery management (reclamation, restocking, and population monitoring).

Action Items:

- TRMD will explore if there is any other information available on the spring water input to Bass Pond.
- Two Rivers Village HOA will have their spring meeting on April 8. TRMD/TRV HOA will send out a survey prior to the meeting to gauge community interests in fishery management in the ponds. TRV management and CPW will present the intention to begin active fisheries management in the ponds, including removal and/or reclamation of fish species.
- CPW will conduct a sonar survey of the three ponds this spring to develop bathymetric maps, identify water connections/isolation from the river, and quantify water volume to evaluate reclamation potential of each pond.
- CPW will begin developing a formal Lake Management Plan for the ponds and identify appropriate fish species and assemblages for the community to consider for the ponds.
- CPW will explore agreement options for our partnership in management at the ponds including Private Lake License (is there one currently?) and/ or something along the lines of an MOU or IGA for potential reclamation, public access, and fish stocking.

Thanks again for consulting CPW on your fishery concerns and management. We look forward to the opportunity to partner with you.

Respectfully,

Kendall

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**Kendall Bakich** ><{{('}>  
Aquatic Biologist  
Glenwood Springs Area 8



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TWO RIVERS HOA  
 ACCOUNTS PAYABLE - FEBRUARY 19, 2020

<u>VENDOR</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>Approved By</u>
<i>American Conservation &amp; Billing</i>	<i>1,025.75</i>	<i>February HOA Billing</i>	<i>Esgar Acosta</i>
<i>Marchetti &amp; Weaver</i>	<i>9,759.54</i>	<i>Accounting/Administration - Nov - Jan</i>	<i>Esgar Acosta</i>
<i>Two Rivers Metro District</i>	<i>42,836.00</i>	<i>2019 HOA Contribution</i>	<i>Esgar Acosta</i>
<b><i>Payables to be Approved at Meeting:</i></b>	<b><u><u>53,621.29</u></u></b>		

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: 02/29/20

	Cal Yr 2018 Actual	Cal Yr 2019 Actual	Cal Yr 2020 Adopted Budget	Variance Favorable (Unfavor)	Cal Yr 2020 Forecast	1 Mo Ended 01/31/20 Actual	Remaining Budget	Cal Yr 2021 Prelim Budget
Properties	224	234	252	11	263			263
Assessments per Property Per Month	\$ 65	\$ 65	\$ 65		\$ 65			\$ 70
								8%
<b>Revenues</b>								
Total Assessments	174,498	171,740	196,430	8,710	205,140	17,254	179,176	220,920
Compliance Fines	0	100	500	-	500	0	500	500
Late Fees and Other Income	0	1,645	500	13,900	14,400	1,820	(1,320)	12,000
Interest Income	61	133	149	-	149	6	143	154
Title Prep Fees	0	550	1,875	-	1,875	300	1,575	750
DRB Reimbursable	675		0		0		0	0
<b>Total Revenues</b>	<b>175,233</b>	<b>173,923</b>	<b>199,454</b>	<b>22,610</b>	<b>222,064</b>	<b>19,381</b>	<b>180,074</b>	<b>234,324</b>
<b>General and Admin Expenditures</b>								
Accounting/Administration/Property Mgmt	52,200	60,398	54,000	-	54,000	5,250	48,750	55,620
Legal	900	210	1,200	-	1,200	0	1,200	1,200
Monthly Assessment Billings	0	935	12,000	-	12,000	964	11,036	12,360
Insurance	1,064	1,193	1,229	-	1,229	0	1,229	1,266
Bank Fees	600	0	0	-	0	0	0	0
Website Maintenance	0	636	1,000	-	1,000	0	1,000	1,000
Office Expenses and Misc.	1,942	3,540	2,000	-	2,000	103	1,898	2,000
<b>Total General &amp; Admin Expenditures</b>	<b>56,706</b>	<b>66,912</b>	<b>71,429</b>	<b>0</b>	<b>71,429</b>	<b>6,316</b>	<b>65,112</b>	<b>73,446</b>
<b>Operating Expenditures</b>								
Landscaping & Irrigation	66,346	81,632	83,997	-	83,997	0	83,997	86,516
Repairs and Maintenance	2,190	2,958	3,090	-	3,090	0	3,090	3,183
Metro District Cost Reimbursement	37,088	42,836	46,676	-	46,676	0	46,676	48,077
Other Projects					20,000		0	25,000
<b>Total Operating Expenses</b>	<b>105,625</b>	<b>127,426</b>	<b>133,763</b>	<b>(20,000)</b>	<b>153,763</b>	<b>0</b>	<b>133,763</b>	<b>162,776</b>
<b>Total Expenditures</b>	<b>162,331</b>	<b>194,338</b>	<b>205,192</b>	<b>(20,000)</b>	<b>225,192</b>	<b>6,316</b>	<b>198,875</b>	<b>236,221</b>
<b>Revenue Over (Under ) Expenditures</b>	<b>12,903</b>	<b>(20,414)</b>	<b>(5,737)</b>	<b>2,610</b>	<b>(3,127)</b>	<b>13,064</b>	<b>(18,802)</b>	<b>(1,898)</b>
Beginning Fund Balance	100,716	113,619	93,409	(204)	93,204	93,204	204	93,409
<b>Ending Fund Balance</b>	<b>113,619</b>	<b>93,204</b>	<b>87,671</b>	<b>2,406</b>	<b>90,077</b>	<b>106,269</b>	<b>(18,597)</b>	<b>91,511</b>

See accompanying accountant's report.

**TWO RIVERS HOMEOWNERS ASSOCIATION  
Balance Sheet**

ASSETS	12/31/19	1/31/20
<b>Current Assets:</b>		
Bank Account- Operating	28,611	39,512
Bank Account- Reserve	134,841	134,847
<b>Total Cash in Bank</b>	<b>163,451</b>	<b>174,359</b>
Accounts Receivable	20,769	22,945
Other Receivables	0	0
Allowance for Doubtful Accounts	(9,550)	(9,550)
<b>TOTAL ASSETS</b>	<b>174,670</b>	<b>187,754</b>
<b>LIABILITIES &amp; NET ASSETS</b>		
<b>Liabilities:</b>		
Accounts Payable	53,161	52,596
<b>Total Liabilities</b>	<b>53,161</b>	<b>52,596</b>
<b>Net Assets</b>		
Working Capital Reserve	28,305	28,890
Fund Balance	93,204	106,269
<b>Total Net Assets</b>	<b>121,509</b>	<b>135,159</b>
<b>Total Liabilities &amp; Net Assets</b>	<b>174,670</b>	<b>187,754</b>

See accompanying accountant's report.