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- 13. 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.
- 14. 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  
 c/o Marchetti and Weaver, LLC  
 28 Second Street, #213  
 Edwards, Colorado 81632

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.

- 15. 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.
- 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:

TWO RIVERS HOMEOWNERS OWNERS ASSOCIATION:

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

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

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

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