Two Rivers Homeowners Association

NOTICE IS HEREBY GIVEN that a meeting of the Directors of the Executive Board of Two Rivers Homeowners Association will be held at the Two Rivers Community Center, Dotsero, Colorado on Monday, August 4, 2025, beginning at approximately 6:00 P.M.

AGENDA

1. Call to Order
2. Declaration of Quorum
3. Consideration of Agenda
4. Public Input
5. Consideration of Minutes
    a. May 5, 2025 Board Meeting (attachment)
6. Fire Mitigation Efforts Discussion with Gypsum Fire Protection District – *Pending confirmation of availability*
7. New Business
    a. Operations Manager Report (attachment)
    b. Other Business
8. Action Items
    a. Ratification of May – July 2025 Payables (attachment)
    b. Approval of New Collection Policy and Phone and Email Policy pursuant to HB25-1043 (attachment)
    c. Approval of Continued Booting Enforcement Agreement (attachment)
    d. Other
9. Board Member Discussion Items
    a. Other
10. Financial Matters
    a. June 30, 2025 Financial Statements (attachment)
    b. Accounts Receivable (separate attachment)
    c. Other
11. Adjournment

DISTRIBUTION

Board of Directors		Other
Matt Baron	Term expires 2025	Ken Marchetti, CPA, Association Manager
Chris Blackstock	Term expires 2025	Craig Plizga, Community Operations Manager
Glen Tripp	Term expires 2026	Magdalena Gembal, Account Manager
Thomas Behrens	Term expires 2027	
Nancy Andresen	Term expires 2027	

MINUTES OF THE BOARD OF DIRECTORS MEETING
TWO RIVERS HOMEOWNERS ASSOCIATION, INC.
MAY 5, 2025

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.

ATTENDANCE

The following directors were present and acting:

- Nancy Andresen
- Chris Blackstock
- Tom Behrens
- Glen Tripp
- Matt Baron

Also in attendance were:

- Ken Marchetti, Marchetti & Weaver
- Magdalena Gembal, 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 May 5, 2025 at 6:06 p.m., noting a quorum was present.

Consideration of the Agenda

None.

Public Input

Director Tripp noted that there is still a mess left behind from the recent internet fiber company switch. Mr. Plizga responded that he is currently working with the vendor to find a solution.

Director Behrens inquired about the status of the flags, noting their poor condition, and asked whether they would be replaced. Mr. Plizga confirmed that the flags will be replaced soon.

Minutes

The Board reviewed the February 3, 2025, minutes included in the packet. Upon motion duly made and seconded, it was unanimously

RESOLVED to approve the February 3, 2025 Minutes of the Board of Directors as presented.

Operations Manager Report

Mr. Craig Plizga presented his Operations Manager Report:

- Prima Painting completed wood exterior painting and refreshed most metal accessories.
- Trash cleanup dumpsters scheduled June 23–27: two on Monday, then one per day; last pickup Friday afternoon.
- Beavers are active in new areas and damaged three trees behind the pool; Fresh Mtn Lawns is wrapping more trees; replacements will be planted.
- About 10 residents are being worked with on parking issues; two resolved, three submitted incomplete DRB packets, and others delayed.
- Becca will return this summer for code enforcement, focusing on yard clutter and parking, using a neighborly approach.
- A new booting law passed the Senate, likely impacting Two Rivers parking policies.
- Suggestion to promote rule change opportunity at annual meeting to boost attendance.
- Board members agreed to handle their loops and nearby areas as loop representatives. Some residents will also assist with community outreach.
- Regarding events, River Jam is back on Wednesdays from June 25 to July 16; BBQ kickoff June 25, 6–8 PM—board encouraged to attend. Food bank comes on Thursdays in winter; 4H group meets one Sunday a month through July; Mira Bus visits 2nd Thursday monthly. Eagle County Library bookmobile starts the following day, every other Tuesday 10:15 AM–noon for checkouts and returns.

Accounts Payable

The Board reviewed the February 2025 through April 2025 accounts payable lists. Director Blackstock requested a reminder about the cost-sharing agreement between the HOA and Metro District; a copy of the 2024 invoice schedule was distributed. Mr. Marchetti explained the agreement covers reimbursement for shared expenses, including Mr. Plizga's salary. By motion duly made and seconded it was unanimously

> **RESOLVED** to ratify the February 2025 through April 2025 accounts payable lists as presented.

Financial Statements

Mr. Marchetti presented the preliminary financial statements as of March 31, 2025, noting a decrease in accounts receivable over time on the balance sheet. He asked about the status of the Edward Jones investment account, and Mrs. Gembal explained that it has not yet been opened due to delays from both parties, but follow-up is underway. Once the account is open, most of the current fund balance held in the savings account will be moved into investments. On the statement of revenues and expenses, Mr. Marchetti proposed a $1 increase to monthly assessments starting in 2026. Based on the recent property assessments from Eagle County, Two Rivers Metro District could see an average increase of 16%. To help offset this, a potential reduction in the infrastructure and recreation fee on the Metro District side is being considered, provided fund reserves are not impacted. The combined effect of these proposed changes would result in a total increase of approximately 4–5% for residents.

Accounts Receivables

Mrs. Gembal reported that most payment plans are current, with a few lagging accounts that require ongoing follow-up, noting it is a continuous monthly task. Director Blackstock asked whether the time spent on collections is worthwhile. Mr. Marchetti responded that it is better to address delinquencies early rather than delay action. Mrs. Gembal added that the effort has been worthwhile, as she has successfully collected significant amounts of past-due assessments since taking over.

Other Board Discussion

The Board and Mr. Plizga held a discussion covering several topics, including the possibility of a Colorado Parks and Wildlife fish and wildlife survey taking place next year. The recently distributed email newsletter was also mentioned, and the Board directed Mrs. Gembal to print copies for distribution, including a Spanish version. Comments arose regarding recent Facebook posts by residents about the use of easements and instances of them being blocked for private use, prompting a serious discussion about the issue.

Adjournment

There being no further matters for discussion, the meeting was adjourned at 7:10 p.m.

Respectfully submitted,

Magdalena Gembal
Recording Secretary for the Meeting

August 2025 Two Rivers HOA report

- All backflows passed inspection, the community center's irrigation unit is on the brink of death, it will probably need a full replacement soon. The replacement of the unit is just under $2k then I would need to hire a plumber to install it.

- Clean up days went great from my perspective; no big mess was flying into the lake, and they were never overfilled. I am not sure if the entire community knew about it since they were hidden in the back, but those outside the community definitely didn't know.

- Pool has been dirty this year, I am amazed at the amount of dirt in the water every morning, along with all the usual leaves, bark, hair, etc… usage has been lower overall but a lot more teenagers this year.

- Bookmobile has been growing in popularity. Early on no one would even stop by, now I have been told they have a few regulars. Mira, and the Food Bank are still regulars.

- River Jam was again successful. They consistently have around 30 kids for the art classes, but the numbers for the evening sports in the park are hit or miss—nothing consistent. Next year she will do all she can to keep the art class but not sure the sports part is going to continue.

- Alexa no longer has the time to lead a community outreach group and April has not responded when I asked her how/if she wants to move forward with the committee.

- The Fourth of July went down with the security team reporting no issues.

- The Department of Natural resources came out and surveyed our lakes for invasive zebra mussel species. We came back clean, and they were happy to see the "*wash off the boats*" signs already in place. Glenwood canyon is kind of serving as the barrier. With some water below the canyon testing positive, including the Colorado river, while only one private lake above the canyon tested positive.

- New mailboxes have been approved by the metro board, we will be replacing all the existing units while adding 3 new units (same as the existing) and one unit that's only 4 parcel lockers.

- Hoop replacement—same $3800/hoop —similar $3400/h —simple $2200/h plus installation.

- Pool Fence, should we replace it, if so, how high?

Two Rivers HOA

Accounts Payable - May 2025

Vendor	Amount	Description
Altitude Law	*76.00*	*Booting Legal Advice*
American Conservation & Billing	*1,092.00*	*HOA Billing - May*
Fresh Mtn Lawns	*15,852.00*	*Irrigation Startup 2025*
Marchetti and Weaver, LLC	*577.00*	*2024 Tax Return*
Payables to be Approved at Meeting:	**17,597.00**	

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

Two Rivers HOA

Accounts Payable - June 2025

Vendor	Amount	Description
American Conservation & Billing	*1,102.00*	*HOA Billing - June*
Auto Owners Insurance	*2,181.00*	*Insurance for General Liability 2025-26*
CAIS	*352.00*	*Insurance for Workers Compensation 2025-26*
Fresh Mtn Lawns	*13,592.00*	*Weekly Maintenance - May*
Marchetti and Weaver, LLC	*2,456.17*	*Admin & Accounting - April*
Rutsu	*6,153.75*	*Fertilization and weed control - May*
Payables to be Approved at Meeting:	**25,836.92**	

Additional payments are in bold print

Payments to be ratified are in italic print

Two Rivers HOA

Accounts Payable - July 2025

Vendor	Amount	Description
American Conservation & Billing	*1,077.00*	*HOA Billing - June*
Citadel Security Group	*1,129.05*	*July 4th Security Patrol*
Fresh Mtn Lawns	*13,592.00*	*Weekly Maintenance - May*
Marchetti and Weaver, LLC	*2,968.90*	*Admin & Accounting - April*
Payables to be Approved at Meeting:	**18,766.95**	

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

HB25-1043: COLLECTION POLICY

On June 4, 2025, Governor Polis signed HB25-1043. The bill revises various sections of CCIOA with respect to the collection and foreclosure of delinquent assessments. Because of the revisions, associations are required to adopt a new Collection policy to meet the new law.

The Collection policy must be updated to address new notice requirements, communication methods, and other changes including:

- The ability to send letters by regular U.S. mail if the homeowner has not provided an email or phone number;
- The addition of a deadline to provide a ledger to a homeowner once they've requested it; and
- Additional info to be included in the payment plan offer letter to the homeowner.

T**he new law goes into effect on October 1, 2025**. Associations cannot take any collection action unless they have a Collection policy that complies with the law. Therefore, if you haven't yet drafted a Collection policy, or if your current Collection policy is not compliant with the above-referenced law, we recommend you adopt a new one as soon as possible.

To that end, **Altitude Community Law offers to draft a new Collection policy for a fixed fee of $350.** We will also include the following documents as part of the fixed fee:

- Registration of Email/Phone Number policy, to help associations comply with the new delivery of notice requirements;
- A fillable payment plan offer letter;
- Collection and foreclosure turnover resolutions for the association's use.

If Altitude Community Law already drafted your Collection policy on or after June 1, 2024, we will update that policy and the related Email/Phone policy, payment plan offer letter, and collection/foreclosure resolutions **for a discounted fixed fee of $250.

Should the Association wish to move forward with the above service, the Association will pay Altitude Community Law P.C. (the Firm) $350 or $250 for performance of the services described above, and will not be entering into an hourly fee agreement. This means that the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent. The fees would be due and payable 30 days after the work is complete and billed. No amounts will be due or billed prior to completion of the work.

Please contact any of our attorneys at hoalaw@altitude.law or 303-432-9999 if you wish assistance with the above recommended policy update.

POLICY
OF
TWO RIVERS HOMEOWNERS ASSOCIATION
REGARDING PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS

SUBJECT: Adoption of a policy and procedure regarding the collection of unpaid assessments.

PURPOSE: To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: October 1, 2025

RESOLUTION: The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. Due Dates. Installments of the annual assessment and any other balances due as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each month. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 20 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.

2. Receipt Date. The Association or its managing agent shall post payments on the day that the payment is received in the Association's office.

3. Late Charges and Interest on Delinquent Installments. The Association or its managing agent shall impose on a monthly basis a $20.00 late charge for each Owner who fails to timely pay any assessment within 20 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association or its managing agent shall impose interest from the date due at the rate of 8% per annum on the amount

owed for each Owner who fails to timely pay their monthly installment of any assessment within 20 days of the due date.

4. Personal Obligation for Late Charges and Interest. The late charge and interest shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges and interest shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Policy, a return check fee, not to exceed $20.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Policy after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of any assessment is not timely made within 15 days of the due date.

6. Service Fees. In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner. However, the cost charged to the Owner for any notice or other documentation sent to an Owner via certified mail is limited to the actual cost of the certified mail.

7. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars ($25.00) until the balance of the amount owed is less than twenty-five dollars ($25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association or its managing agent has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association or its managing agent has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

8. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner, within any limitations pursuant to Colorado law. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

9. Application of Payments. Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. The Association may prohibit the Owner from accessing any online payment portal until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any assessments owed, then to any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Policy.

10. Collection Process.

(a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Management Company shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. This First Notice shall be sent by regular first class mail.

(b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Management Company shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment. The Association's notice, at a minimum shall include the following:

(i) The total amount due to the Association along with an accounting of how the total amount was determined.

(ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.

(iii) A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt, which copy of the ledger must be provided to the Owner no later than seven business days after receipt of the Owner's request.

(iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, the sale of the Owner's unit at auction to pay delinquent assessments, which could result in the Owner losing some or all of the Owner's equity in the unit or other remedies available under Colorado Law including revoking the Owner's right to vote if permitted in the Bylaws or Declaration.

(v) The availability of, and instructions on how to access, free online information through the HOA Information and Resource Center relating to the collection of assessments by an association, including the Association's ability to foreclose an association lien for unpaid assessments and force the sale of the Owner's home, and the availability of online information from the Federal Department of Housing and Urban Development concerning credit counseling before foreclosure that may be accessed through a link on the Department of Local Affairs' website.

(vi) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure.

(vii) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.

(viii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other governing documents of the Association.

(c) This Second Notice will be provided to the Owner or the Owner's designated contact in the following manners:

(i) Certified Mail, return receipt requested; and

(ii) By two of the following manners:

i. Telephone call to a telephone number that the Association has on file because the Owner or the Owner's designated contact has provided the number to the Association. If the Association attempts to contact the Owner or designated contact by telephone but is unable to contact the Owner or the Owner's designated contact, the Association shall, if possible, leave a voice message for the Owner or the Owner's designated contact; or

ii. Text message to a cellular number that the Association has on file because the Owner or the Owner's designated contact has provided the cellular number to the Association; or

iii. Email to an email address that the Association has on file because the Owner or the Owner's designated contact has provided the email address to the Association.

iv. However, if the Owner or the Owner's designated contact has not provided a telephone number, cellular number, or email address to the Association, then this requirement of Section 10(c)(ii) shall be satisfied by sending this Second Notice via regular mail.

(d) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Management Company shall turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is required to communicate with the collection attorney to obtain the most up to date balance.

11. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

12. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued)	Any time after 30 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after 60 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after 90 days after due date

The attorney may consult with the Association or its managing agent as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association or its managing agent shall furnish to an Owner or such Owner's designee upon the Owner's or designee's written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

14. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, Management Company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

15. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with Management Company, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:

(a) Filing of a suit against the delinquent Owner for a money judgment;

(b) Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;

(c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and

(d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

16. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.

17. Judicial Foreclosure. The Association may choose to foreclose on its lien in addition to attempting to sue an Owner for a money judgment, subject to the provisions of Colorado law. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

The Association may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association.

The Association may not foreclose on an Owner's Unit if the debt securing the lien consists only of one or both of the following:

(a) Fines that the Association has assessed against the Owner as a result of covenant violations; or

(b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by any of the following categories of persons or companies, who are currently or have been at any time during the 5 years prior to the foreclosure sale:

(i) a member of the Board of Directors;
(ii) an employee of the Association's management company representing the Association;
(iii) an employee of the law firm representing the Association;
(iv) an immediate family member of any of the foregoing individuals; or
(v) the Association's management company.

18. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

19. Communication with Owners. As to any communication sent by the Association or the Management company on behalf of the Association

pursuant to Paragraph 10 of this Policy, the Association or management company on its behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner identifies a designated contact, the Association or its managing agent shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the Owner provides permission directly to the Association's attorney giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association or its managing agent shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association or its managing agent shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

20. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.

21. Defenses. Failure of the Association or its managing agent to comply with any provision in this Policy shall not be deemed a defense to payment of

assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

22. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

23. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Association.

24. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

25. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Two Rivers Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____ and in witness thereof, the undersigned has subscribed their name.

Two Rivers Homeowners Association, a Colorado nonprofit corporation

By: _____
Its: President

POLICY
OF
TWO RIVERS HOMEOWNERS ASSOCIATION
REGARDING REGISTRATION OF PHONE NUMBER AND EMAIL ADDRESS

SUBJECT: Registration of phone number and email address pursuant to Colorado law.

PURPOSE: To provide a policy and procedure by which owners and their designated contacts, if applicable, are requested to register their phone number and email addresses for notification purposes pursuant to C.R.S. §38-33.3-209.5 of the Colorado Common Interest Ownership Act (the "Act")

AUTHORITY: The Declaration, Bylaws, Articles, and the Act.

DATE: _____

RESOLUTION: The Association gives notice of its adoption of the following Policy and Procedure ("Policy") pursuant to which Owners and their designated contacts, if applicable, are requested to register their phone number and email address with the Association for notification purposes pursuant to the Act. The Policy is as follows:

1. Definitions. Unless otherwise defined below, capitalized terms shall have the meanings set forth in the Act and/or Declaration as applicable.

   (a) "Owner" shall have the same meaning as in the Declaration.

   (b) "Designated Contact" means a person that an Owner identifies to the Association to serve as a designated contact for the Owner to be contacted on the Owner's behalf for purposes of compliance with C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act.

   (c) "E-Mail Address" means an electronic mail address.

   (d) "Cellular Number" means a mobile number or cell phone number assigned to a mobile device that enables communication through cellular networks, including the ability to send and receive Text Messages.

(e) "Text Message" means a written message sent from one cellular phone to another.

2. Compliance with the Act. As part of its procedures for collecting unpaid assessments, the Act requires the Association to contact the delinquent Owner or their Designated Contact, by two of the following means:

(a) Telephone call to a telephone number that the Association has on file because the Owner or Designated Contact provided that number to the Association;

(b) Text Message to a Cellular Number that the Association has on file because the Owner or Designated Contact has provided the cellular number to the Association;

(c) E-Mail to an E-Mail Address that the Association has on file because the Owner or Designated Contact has provided the e-mail address to the Association.

The Act further provides that if the Owner or Designated Contact has not provided a telephone number, cellular number, or email address, the Association may satisfy this contact requirement via regular mail.

3. Registration of Phone and Email Address. Each Owner and their Designated Contact, if applicable, are requested to register their Cellular Number, telephone number (if different from Cellular Number), and E-Mail Address with the Association using any reasonable registration method adopted by the Association. The Association shall periodically request this information from each Owner and their Designated Contact, if applicable, and shall maintain it in the Association's records.

All contacts intended to be made by the Association to comply with C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act, will be made using the registered Cellular Number, telephone number, and E-Mail Address provided by the Owner or their Designated Contact.

If the Association attempts to contact the Owner or their Designated Contact by telephone but is unable to do so, the Association shall, if possible, leave a voice message for the Owner or Designated Contact.

4. Update of Contact Information. It is the responsibility of the Owner and their Designated Contact, if applicable, to keep their Cellular Number,

telephone number, and E-Mail Address current with the Association using the registration method adopted by the Association.

Further, should the Association receive a response indicating an invalid number, blocked recipient, disconnected phone, etc., the Association shall not be required to seek any new valid information from the Owner or their Designated Contact. In such case, the Owner acknowledges that the Association is unable to provide the notice required pursuant to C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act.

5. Request for Contact Information Before Initiating Foreclosure. If required by Colorado law and if the Association does not already have the information, prior to sending a notice of intent to foreclose on a property, the Association shall request from the Owner or the Owner's Designated Contact, a telephone number for phone calls, a cellular number for texts, and an email address for emails.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Two Rivers Homeowners Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____ and in witness thereof, the undersigned has subscribed their name.

Two Rivers Homeowners Association, a Colorado nonprofit corporation

By: _____
Its: President

MANAGEMENT AGREEMENT

This Management Agreement (“Agreement”) is made effective as of ___/___/2025, by and between **Colorado Star Property Management**, a Colorado Limited Liability with its principal office at 40801 US-6, Avon Colorado 81620 (“hereinafter Manager”), and [HOA Name or Property Name _____], a Colorado [HOA/corporation/individual] with its principal office at [Office location _____ _____] (“hereinafter Owner”), collectively referred to as the “Parties.”

WHEREAS, the Owner owns or controls the real property located at Lakeshore Dr, Gypsum, CO Dotsero, Eagle Colorado 81637 (“Property”), which includes a private parking lot subject to parking regulations;

WHEREAS, the Manager specializes in parking lot management services and is authorized to act as the Owner’s agent for parking regulation and enforcement; and constitutes a “property management company” as expressed in C.R.S. 40-10.1-805(1)(a)(II)(C);

WHEREAS, 4 C.C.R. 723-6 and also Colorado House Bill 25-1117 (HB 25-1117), codified at C.R.S. § 40-10.1-801 et seq., regulates vehicle immobilization on private property and imposes requirements on property owners and their agents, effective with signage provisions effective January 1, 2026;

WHEREAS, the Owner seeks to engage the Manager to install signage, monitor parking lot conditions, stripe parking spaces (for an additional fee), patrol for parking violations, and report violations to a licensed vehicle immobilization company, in compliance with 4 C.C.R. 723-6 and the newly signed HB 25-1117;

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

1. Scope of Services

The Manager is empowered by this document to act as an agent for Owner, and is allowed

the limited powers under this agreement as if a Power of Attorney was expressly executed. This agreement is intended to authorize agency for the Manager under C.R.S. 15-40-701 et al., the Uniform Power of Attorney Act.

The Manager, acting as the Owner's authorized agent, shall provide the following services for the Property's parking lot:

a. **Signage Installation and Maintenance**: Install and maintain parking regulation signage compliant with 4 C.C.R. 723-6 , and C.R.S. § 40-10.1-806 (effective January 1, 2026) and current law (C.R.S. § 40-10.1-405 until December 31, 2025), as well as any change to such laws or regulations after the effective date of this Agreement

b. **Condition Monitoring**: Monitor the parking lot to ensure signage visibility, pavement marking clarity, and compliance with parking regulations.

c. **Striping Services**: Stripe parking spaces for an additional fee as specified in Section 3.

d. **Patrolling**: Patrol the parking lot to detect violations of parking regulations duly authorized by Owner and published to all residents or tenants on such property, acting solely as the Owner's agent and not as an agent of any vehicle immobilization company ("Booting Company").

e. **Violation Reporting**: Report violations to a licensed Booting Company and provide written permission for each immobilization, using the Public Utilities Commission (PUC) form, per C.R.S. § 40-10.1-805.

2. Signage Installation and Compliance

a. **Current Standards**: Until December 31, 2025, the Manager shall install and maintain signage compliant with C.R.S. § 40-10.1-405, indicating parking restrictions, immobilization risks, and the Booting Company's contact information.

b. **2026 Standards**: By December 31, 2025, the Manager shall update signage to comply with C.R.S. § 40-10.1-806, effective January 1, 2026, including:

- Minimum size of two square feet with one-inch lettering.

- Restrictions, applicable times (or "Authorized Parking Only" if 24/7), immobilization notice, and Booting Company name/phone number.
    - Placement at entrances and within the parking area, visible and unobstructed.

- English and Spanish text. c. **Inspection**: The Manager shall inspect signage quarterly to ensure compliance, maintaining a log available to the Owner upon

request. d. **Reimbursement**: The Owner shall reimburse the Manager for costs of signage updates to meet 2026 standards, invoiced with documentation and payable within 30 days.

3. Fees and Payment

a. **Base Fees**: The Owner shall pay the Manager $100 per month for signage maintenance, monitoring, and patrolling services, due on the 1st day of each month.

b. **Striping Fees**: Striping services shall be provided at $10 per space, with a minimum charge of $200, invoiced upon completion and payable within 30 days.

c. **Additional Costs**: The Owner shall reimburse the Manager for pre-approved costs (e.g., signage materials), invoiced with documentation and payable within 30 days.

d. **No Booting Company Compensation**: The Manager shall not accept money or consideration from the Booting Company for reporting violations or authorizing immobilizations, per C.R.S. § 40-10.1-805(3); nor shall the Manager or its employees and agents, have any financial interest or relationship with any immobilization company per C.R.S. 40-10.1-805(1)(a)(II)(C).

e. **Late Payments**: Late payments shall incur a 10% monthly interest charge, and the Manager may suspend services if payments are overdue by 60 days.

f. Patrol Coverage Limitations and Optional Warning Fees:
The patrol service fees outlined in this Agreement apply only to parking lots or portions of parking lots designated for *resident-only use*, which may include temporary assigned resident parking spaces but *exclude guest or visitor parking areas*.

If the Owner requests that a 24-hour written warning be placed on a vehicle prior to boot authorization, an additional fee of **$20 per warning notice** shall apply. This fee includes placement of the notice and documentation, and will be invoiced monthly or upon request. The Owner must provide written notice to the Manager if this policy is to be enforced for specific violations or during specific periods.

4. Patrolling and Violation Reporting

a. **Patrolling Authority**: The Manager shall patrol the parking lot to detect violations, acting solely as the Owner's agent, in compliance with C.R.S. § 40-10.1-807's prohibition on Booting Company patrolling.

b. **Violation Reporting**: Upon detecting a violation, the Manager shall:

- Verify that the vehicle has received two or more prior notices for the same violation or qualifies for an exception (e.g., blocking fire hydrants), per C.R.S. § 40-10.1-810(1).

- Provide written and signed permission to the Booting Company for each immobilization, using the PUC-approved form, within 24 hours prior to immobilization (C.R.S. § 40-10.1-805).

- Retain permission records for 3 years. c. **Temporary Form**: If the PUC form is unavailable, the Manager shall use a temporary form including the vehicle's license plate, violation details, date/time, and Manager's signature. d. **Independence**: The Manager shall not act as an agent of the Booting Company or enter agreements compromising its role as the Owner's agent.

5. Notice Requirements

a. **Tenant Notices**: The Owner shall provide written notice of parking regulations to tenants, per C.R.S. § 40-10.1-805(2), via [e.g., lease addenda, posted notices]. The Manager shall assist by distributing notices and documenting tenant receipt, retaining records for 3 years.

b. **Vehicle Notices for Immobilization**: For vehicles immobilized without prior notice (e.g., after two prior notices or for exceptions like blocking fire hydrants), the Manager shall ensure a notice is placed on the vehicle with the Booting Company's contact information, per C.R.S. § 40-10.1-805(3)(d)(II), retaining records for 3 years.

6. Recordkeeping

The Manager shall maintain records for 3 years, including signage logs, tenant notice documentation, and immobilization permissions, making them available to the PUC or Owner upon reasonable request (C.R.S. § 40-10.1-803).

7. Indemnification

a. **Owner's Indemnity**: The Owner shall indemnify, defend, and hold harmless the Manager against claims, damages, or penalties arising from the Owner's failure to provide

accurate parking regulation information, binding parking regulations for tenants and properties, or tenant notices of same, or from inaccurate information provided by the Owner.

b. **Limitation**: The Manager's liability shall be limited to acts of gross negligence or willful misconduct, and the Manager shall not be liable for claims arising from the Booting Company's actions or Owner's non-compliance with existing regulations, and laws governing immobilization of vehicles or parking enforcement

c. Owner agrees to be bound by determinations made by Manager concerning parking violations consistent with the existing rules for parking enforcement; and may not request reductions, removal of immobilization devices, or differential treatment of tenants cited for parking violations.

8. Dispute Resolution

a. **Litigation**: Any dispute shall be resolved in a Colorado court in Eagle with the Owner paying the Manager's reasonable attorney's fees and costs if the Manager prevails.

b. **Negotiation**: The Parties shall attempt to resolve disputes through good-faith negotiation before litigation.

9. Termination

a. **By Manager**: The Manager may terminate with 30 days' written notice if the Owner fails to pay fees or comply with 4 C.C.R. 723-6 , HB 25-1117 or any other regulation or law concerning parking enforcement and immobilization of vehicles after a 15-day cure period, or for any reason with 60 days' notice.

b. **By Owner**: The Owner may terminate with 90 days' written notice, provided all fees are paid in full through the termination date.
c. **Post-Termination**: The Manager shall provide relevant records to the Owner upon termination and ensure signage compliance through the termination date.

10. Compliance with HB 25-1117 Effective Dates

a. **Immediate Provisions**: The Manager shall comply with 4 C.C.R. 723-6 and HB 25-1117's provisions , including notice, permission, and patrolling restrictions. b. **Signage Transition**: The Manager shall update signage to comply with C.R.S. § 40-10.1-806 by January 1, 2026, with costs reimbursed by the Owner.

11. Insurance

The Manager shall maintain commercial general liability insurance with a minimum coverage of $1,000,000 per occurrence, providing proof to the Owner annually. Manager is solely responsible for unemployment and worker's compensation insurance, and any other insurance offered to its own employees.

12. Governing Law

This Agreement shall be governed by Colorado law, including 4 C.C.R. 723-6 , C.R.S. § 40-10.1-801 et seq. and any other regulation or law governing parking enforcement and immobilization.

13. Notices

Notices under this agreement shall be in writing, sent by EMAIL OR certified mail,and delivered to:

- Colorado Star Property Management
  PO box 562
  Edwards CO 81632

costarmng@gmail.com

14. Entire Agreement

This Agreement is the entire understanding between the Parties and supersedes prior agreements. Amendments must be in writing and signed by both Parties.

15. Term of Agreement

This Agreement shall have an initial term of one (1) year from the effective date. Thereafter, it shall automatically renew for successive three (3) year periods unless either party provides written notice of termination at least 90 days prior to the expiration of the current term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HOA/PROPERTY OWNER OR REPRESENTATIVE

Name: _____

Title: _____

Date: _____

COLORADO STAR PROPERTY MANAGEMENT

Name: _____

Title: _____

Date: _____

	C	J	K	L	M	N
67	**TWO RIVERS HOMEOWNERS ASSOCIATION**					
68	**Balance Sheet**					
69						
70	**ASSETS**	**12/31/24**				**6/30/25**
71	**Current Assets:**					
72	Bank Account- Operating	126,728				64,195
73	Bank Account- Reserve	148,166				148,276
74	Edward Jones - Investment Account					0
76	**Total Cash in Bank**	**274,894**				**212,471**
77						
78	Accounts Receivable	14,077				10,544
79	Other Receivables	0				0
80	Allowance for Doubtful Accounts	(3,840)				(3,840)
82	**TOTAL ASSETS**	**285,131**				**219,175**
83						
84	**LIABILITIES & NET ASSETS**					
85	**Liabilities:**					
86	Accounts Payable	132,947				23,900
88	**Total Liabilities**	**132,947**				**23,900**
89						
90	**Net Assets**					
91	Working Capital Reserve	50,895				50,895
92	Fund Balance	101,289				144,381
94	**Total Net Assets**	**152,184**				**195,276**
95						
96	**Total Liabilities & Net Assets**	**285,131**				**219,175**
97	No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.	=				=

	C	J	K	L	M	N	O	P	Q
2	**TWO RIVERS HOMEOWNERS ASSOCIATION**								
3	**STATEMENT OF REVENUES, EXPENDITURES AND CHANGED IN FUND BALANCE**								
4	**BUDGET, ACTUAL AND FORECAST FOR THE PERIODS INDICATED**							**Printed:**	**08/01/25**
5									
6			**Cal Yr**			**6 Mo**	**6 Mo**		**Cal Yr**
7		**Cal Yr**	**2025**	**Variance**	**Cal Yr**	**Ended**	**Ended**	**Variance**	**2026**
8		**12/31/2024**	**Adopted**	**Favorable**	**2025**	**06/30/25**	**06/30/25**	**Favorable**	**Prelim**
9		**Actual**	**Budget**	**(Unfavor)**	**Forecast**	**Actual**	**Budget**	**(Unfavor)**	**Budget**
10									
11	Properties	261	261	-	261				261
13	Assessments per Property Per Month	**$ 75.00**	**$ 72.00**		**$ 72.00**				**73.00**
14					0%				1%
15	**Revenues**								
16	Total Assessments	234,900	225,504	-	225,504	112,752	112,752	0	228,636
20	Compliance Fines	0	1,000	-	1,000	0	400	(400)	1,000
21	Late Fees and Other Income	8,870	12,000	(4,000)	8,000	4,391	6,000	(1,609)	8,000
24	Interest Income	519	400	-	400	195	200	(5)	400
25	Title Prep Fees	900	1,500	(300)	1,200	500	750	(250)	1,500
26	DRB Reimbursable		0	-	0		0	0	0
27	**Total Revenues**	**245,189**	**240,404**	**(8,300)**	**236,104**	**117,838**	**120,102**	**(2,264)**	**239,536**
28									
29	**General and Admin Expenditures**								
30	Community Assn Mgmt/Accounting/Admin	37,655	37,800	-	37,800	15,612	18,900	3,288	38,934
32	Legal	599	1,050	-	1,050	146	500	354	1,082
33	Monthly Assessment Billings	15,022	15,188	-	15,188	6,504	7,594	1,090	15,644
34	Insurance	2,264	2,377	(156)	2,533	2,533	2,377	(156)	2,609
36	Bank Fees	0	0	-	0	0	0	0	0
37	Website Maintenance	22	1,000	500	500	0	0	0	1,000
38	Office Expenses and Misc.	1,684	1,000	(400)	1,400	761	500	(261)	1,442
39	Bad Debt Allowance Adjustment	(5,366)							
41	Metro District Cost Reimbursement	76,433	24,699	-	24,699	0	0	0	26,362
42	Contingency		5,000	-	5,000		0	0	5,000
44	**Total General & Admin Expenditures**	**128,314**	**88,115**	**(56)**	**88,170**	**25,556**	**29,871**	**4,315**	**92,072**
45									
46	**Operating Expenditures**								
47	Landscaping & Irrigation	102,874	117,120	-	117,120	43,036	39,040	(3,996)	120,634
48	Weeding & Fertilization Program	15,711	16,497	-	16,497	6,154	5,499	(655)	16,991
49	Repairs and Maintenance	0	5,000	-	5,000	0	2,500	2,500	5,000
50	Community Picnic/Events	0	4,000	-	4,000	0	0	0	4,120
51	Other Projects (Park '24)	51,533	10,000	-	10,000	0	0	0	
53	**Total Operating Expenses**	**170,118**	**152,617**	**0**	**152,617**	**49,190**	**47,039**	**(2,151)**	**146,745**
54									
55	**Total Expenditures**	**298,432**	**240,731**	**(56)**	**240,787**	**74,746**	**76,910**	**2,164**	**238,817**
56									
57	**Revenue Over (Under) Expenditures**	**(53,243)**	**(327)**	**(8,356)**	**(4,683)**	**43,092**	**43,192**	**(100)**	**719**
58									
59	Beginning Fund Balance	171,857	115,143	56,715	171,857	101,289	115,143	(13,854)	167,174
63									
64	**Ending Fund Balance**	**101,289**	**114,816**	**48,359**	**167,174**	**144,381**	**158,335**	**(13,954)**	**167,893**
65	No assurance is provided on these financial statements; substantially all disclosures required by GAAP omitted.	=	=			=	=		