

CONFLUENCE AT TWO RIVERS COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS

WHEREAS, the Board of Directors (the “**Board**”) of Confluence at Two Rivers Community Association, Inc. (the “**Association**”) desires to establish, adopt, and enforce the following Rules and Regulations, to be effective as of the date set forth below, to supersede any prior Rules and Regulations adopted by the Board. These Rules and Regulations are in addition to all covenants and restrictions contained in the Declaration for Confluence at Two Rivers recorded in the real property records of Eagle County, Colorado on November 10, 2025 at Reception No. 202515275 (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.

WHEREAS, these Rules and Regulations are IN ADDITION to all applicable ordinances of the County of Eagle, which provide for additional penalties.

NOW, THEREFORE, effective as of November 11, 2025, the Board hereby establishes makes and adopts the following Rules and Regulations.

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

“**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 Elements and provide contracted services as requested by the Board.

“**Vicious Animal**” shall mean an animal that has demonstrated a propensity to bite, molest, or harass people, their pets or their property.

USE OF TOWNHOMES AND PROPERTY

- a. All Townhomes may be used only for residential purposes permitted by local zoning codes and regulations in effect from time to time. Subject to the terms of the Governing Documents, Owners may rent or lease their Townhomes to others for these purposes.
- b. Unless expressly permitted in writing by the Architectural or Design Review Committee (“**Committee**”), temporary structures shall not be permitted in the Community.

MAINTENANCE

- a. Townhomes 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 Townhome or Common Element so that they are visible from, or are a nuisance in any way to, any other Townhome, Common Element or portion of the Community.
- b. No unsightliness shall be permitted on any Townhome or Common Element or any other portion of the Property. All unsightly structures, facilities, equipment, gas or electric grills, trash cans and other objects shall be kept within an enclosed portion of a Townhome at all times, except when in actual use in compliance with these Rules and Regulations and the Declaration. Satellite dishes shall be regulated by the Committee as permitted by applicable law. The Committee 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 Townhomes within the Property.
- c. Holiday decorations and political signs are permitted on an Owner's Townhome, subject to the provisions detailed hereunder.
 - i. Holiday decorations may only be displayed up to 30 days in advance of a particular holiday and must be removed within 30 days following the occurrence of such holiday.
 - ii. Colorado Revised Statute § 38-33.3-106.5(1)(c)(I) provides for the placement of political signs at election time. 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 Townhome. The maximum size of any such sign may not exceed 36x48 inches.

PARKING

- a. Vehicles of all types must park in designated parking areas within the Community. Each Townhome will be permitted to park two vehicles in parking areas within the Community designated for Owner use and will be provided with two parking hangers which must be visibly displayed at all times within any vehicle parked in the Community.
- b. No boats, trailers, campers, motorcycles, snowmobiles or any other similar items shall be parked or stored on the street accessing the Community or within the parking areas within the Community without the prior approval of the Board.
 - i. Parking will be enforced by a licensed booting company, including guest parking.
 - ii. Any vehicle parked on the street accessing the Community, 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 h. below for details.
- c. 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 within the Community without the prior approval of the Board, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt in any Townhome or on the Common Elements. At no time shall any motor vehicle be parked on any grassed or other landscaped area in the Community.
- d. Notwithstanding the foregoing, vehicles may be temporarily parked within the Community for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and upon compliance with any conditions imposed by the Board and applicable provisions of the Rules and Regulations, if any.
- e. 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 Owners or occupants of their Townhome that display an Owner's parking hanger), or which does not have an operable propulsion system within the vehicle.
- f. In the event that the Board or the Committee shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of Section 7.11 of the

Declaration, 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 Board or 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 Townhome to which the vehicle is associated, and to enter upon the Community for such purpose, all without liability on the part of the Board or the Committee.

- g. 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 Community, except that motorcycles properly licensed for operation on public roads may be used on roads within the Community.
- h. Guest parking shall be permitted in designated guest parking areas within the Community for periods no longer than five (5) consecutive days. Guest parking is also allowed at the Two Rivers Community Center. To park 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

- 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, destructive, offensive, hazardous, illegal or unsanitary activities, which are, or may become, a nuisance, cause embarrassment, disturbance or annoyance to others with the Community are allowed to be carried out in a Townhome or within the Community. Notwithstanding, any activities of an Owner, Declarant or their respective designees that are reasonably necessary to the development of and construction on the Property are specifically permitted so long as such activities do not violate the Governing Documents or any statutes, rules or regulations of any governmental authority having jurisdiction over the Community and do not unreasonably interfere with any Owner's use of its Townhome or with any Owner's ingress and egress to or from its Townhome.
- b. No activities shall be conducted in a Townhome or upon any Common Element that are illegal or that are or might be unsafe or hazardous to any person or property.
- c. 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 Community, except that they may be transported on trailers and motorcycles properly licensed for operation of public roads may be used on roads within the Community.

- d. No Owner shall release, discharge or emit from its Townhome or dispose of, or allow any person under such Owner's control or direction to release, discharge or emit from the Townhome 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 Community, any vehicle maintenance within the Community 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 the areas in the Community designated for parking, except for temporary parking related to deliveries or emergencies as otherwise permitted herein.
- g. Soliciting is strictly forbidden. Please tell solicitors to leave the Community. 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 portion of the Community, the Board may adopt additional rules and regulations restricting or regulating the same.

PETS

- a. Pets may not be bred or kept for any commercial purpose or kept in such number or in such manner as to be unreasonable or to create a nuisance to any resident.
- b. No person shall allow any pet owned or controlled by such person to roam within the Community unattended, and pets may not be kept on a patio or enclosed outdoor area serving a Townhome if the pets are excessively loud or otherwise creating a nuisance to neighboring Townhomes.
- c. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outside a Townhome.
- d. Owners are responsible for all property damage, injury or disturbances caused by their pets, or the pets of their family, guests, or tenants.
- e. Pets shall not be permitted to deprive other residents of their right of peaceful enjoyment of the Property.

- f. 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.
- g. Owners are responsible for the removal of solid wastes of their pets from the Common Elements. This removal is to take place at the time of occurrence.
- h. Neither Vicious Animals nor Nuisance Animals may be kept within the Community.
- i. Contractors and subcontractors shall be prohibited from bringing dogs into the Community, 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 the 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 ELEMENTS

- a. Smoking of any kind in the Common Elements is prohibited.
- b. Personal property, such as yard equipment, toys, tools, etc., may not be left unattended on the Common Elements.
- 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 Townhomes. 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 Townhome shall have the right to lease their Townhome. Owners shall be liable and financially responsible to the Association for any fines for violations of these Rules and Regulations or of the provisions of the Declaration, as well as damages caused by their guest(s), invitee(s), 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 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 Association and the declarations or rules and regulations of any Building Association, as applicable, and provide the tenants with a copy of such. Copies of the documents related to the Association may be found at Management Company.
- d. Renters or lessees of a Townhome are obligated to obtain and maintain at all times insurance covering those portions of the Townhome that are leased to the extent not insured by policies maintained by the Owner.

EASEMENTS

All easements shown on a Plat covering any portion of the Community have been created or reserved for the purposes indicated on such Plat. No Owner may erect any structure of any type whatsoever in such easement areas, nor may an Owner or occupant of a Townhome use the surface of such easement areas for any private use.

With respect to easements created for utility purposes or for ditches either by the terms of the Declaration or any other recorded agreement or the Plat, any and all bona fide public and private utility service companies, including, without limitation, 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 Community.

GRIEVANCE AND VIOLATIONS POLICIES AND PROCEDURES

- A. Enforcement. The Board and/or the Declarant shall have the power and duty to hear and make decisions regarding violations of these Rules and Regulations. The Association may have representatives periodically tour the Community looking for violations of these Rules and Regulations. If any are found, the Board will document the violation and follow the rest of these procedures. Neither the Association nor the Declarant shall impose a fine or infringe upon any property rights of an Owner or occupant of a Townhome (i.e., removal of a pet, demanding removal of a rental tenant, suspension of an occupant's right to use the Common Elements) for violations of these Rules and Regulations unless and until the procedures below are followed. The Board or the Declarant may determine enforcement action on a case-by-case basis and take other actions as it may deem necessary and appropriate to assure compliance with these Rules and Regulations, as the same may be amended from time to time, and to create a safe and harmonious living environment.
- B. Complaints. In the course of normal, day-to-day activities, disturbances may result from the close proximity of Townhomes in the Community. If an Owner or occupant of a Townhome is unreasonably disturbed or bothered by the activity of another Owner or the guest of another Owner, the Owner should attempt to reasonably resolve any such problem directly with the other Owner. If the Owners cannot come to a resolution on their own, then they may submit a formal, written complaint. Except for emergencies, all complaints must be in writing and signed by the person making the complaint. It is likely the Owner will be requested to explain the efforts taken to resolve the problem before formally complaining. If the Association receives a written complaint alleging a violation of these Rules and Regulations, the Board shall determine whether the allegations in the complaint are sufficient to constitute a violation of these Rules and Regulations and if action is warranted. If such determinations are made, the Association or the Declarant shall send a notice of violation and the procedures following shall apply.
- C. Notice of Violation. A written notice of violation, together with a demand to cease and desist from the alleged violation, if applicable (the "Demand for Abatement") shall be personally served upon the alleged violator (or Owner) or posted on their Townhome specifying:
- a. the alleged violation;
 - b. the action required to abate the violation;
 - c. a time frame during which the violation may be abated without further sanction if such violation is a continuing one. If such violation is not a continuing one, a statement that any additional similar violation could result in the imposition of a sanction after notice and opportunity for a hearing; and
 - d. that the violator has a right to a hearing to discuss the alleged violation and

possible imposition of sanctions, provided that the violator provides written notice of its election to have a hearing within ten (10) days of receipt of the Demand for Abatement. If the alleged violator fails to request a hearing within ten (10) days of receipt of the Notice of Violation, or fails to appear at any scheduled hearing, the Declarant or the Board has the right to make a decision with respect to the alleged violation based on any available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged violator may be assessed a fine, as provided below, or other sanctions if applicable.

- D. Hearing. If a hearing is timely requested by an alleged violator, the hearing shall be held affording the alleged violator a reasonable opportunity to be heard. Failure by the alleged violator to attend the hearing shall be considered an election by the alleged violator to waive his or her right to a hearing and the alleged violator shall be subject to the sanctions set forth in these Rules and Regulations.
- E. Sanctions / Schedule of Fines. Any violation of these Rules and Regulations will subject the Owner to any appropriate sanction as provided in these Rules and Regulations and may also impose a reasonable fine determined by the Board or the Declarant for each finding of a violation based on the type, severity, repetition and circumstances of each violation based on the following guidelines:

First time or minor violations	\$50
Repeated minor violations	\$100
Repeated or flagrant violations	\$300

The Association or the Declarant may from time to time establish certain violations as minor or flagrant so that fines are imposed consistently. In the event of a continuing violation, a daily fine may be levied if the Association or the Declarant performs a daily inspection to verify that the violation is continuing. The Association or the Declarant may institute legal action to enforce any right or remedy hereunder and, in such event, shall be entitled to receive reimbursement of all legal fees and costs.

- F. Limitations. In no event shall the Declarant or the Association suspend an Owner's right to use the Common Elements for infraction of these Rules and Regulations for a period in excess of 60 days after the infraction ceases. The decision of the Board or the Declarant shall be final.
- G. Waivers and Modification of Procedure. The Association or the Declarant has the option and right to continue to evaluate each enforcement issue on a case by case basis and may grant a waiver of any provision herein. In addition, the Association or Declarant is authorized to modify the procedures contained herein, as either may determine appropriate under the circumstances.

REVISIONS OF RULES; SEVERABILITY; MISCELLANEOUS

- A. The Association reserves the right, upon thirty (30) days' notice to Owners, to make

reasonable additions, deletions, amendments and revisions to these Rules and Regulations from time to time.

- B. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations is declared to be invalid, illegal, or unenforceable, such declaration shall not affect the enforceability of any other provision of these Rules and Regulations or any document referred to in these Rules and Regulations. Rather, the invalid, illegal or unenforceable provision shall be modified to the extent necessary to be declared valid, legal, and enforceable and, to the fullest extent possible, reflective of the intention of the parties.
- C. Situations and matters within the Community not addressed by these Rules and Regulations or by the Governing Documents may nonetheless be resolved by the Declarant or the Association by application of its reasonable judgment. The Declarant or the Association may deviate from any procedures or standards set forth in these Rules and Regulations if in its sole discretion such deviation is reasonable under the circumstances.
- D. Limitation of Liability. NOTWITHSTANDING THE DUTY OF THE DECLARANT OR THE ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE COMMUNITY, NEITHER THE DECLARANT OR THE ASSOCIATION SHALL BE LIABLE TO OWNERS OR GUESTS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE COMMUNITY TO BE MAINTAINED AND REPAIRED BY THE DECLARANT OR THE ASSOCIATION, OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS. Further, neither the Declarant or the Association shall be liable for injury or damage to person or property resulting from any utility, rain, snow or ice that may leak or flow from other properties or from any portion of the Community or from any pipe, drain, conduit, appliance or equipment that the Declarant or the Association is responsible to maintain hereunder, except for injuries or damages arising after an Owner has put the Association on notice of a specific leak or flow from any portion of the Community for which the Declarant or the Association is responsible and the Declarant or the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Declarant and the Association shall not be liable to any Owner or guest thereof for loss or damage, by theft or otherwise, of any property that may be stored in or upon any portion of the Community. The Declarant and the Association shall not be liable to any Owner or guest thereof for any damage or injury caused in whole or in part by the Declarant's or the Association's failure to discharge its responsibilities under these Rules and Regulations where such damage or injury is not a foreseeable, natural result of its failure to discharge its responsibilities. No diminution or abatement of any assessments under the Declaration shall be claimed or allowed by reason of any alleged failure of the Declarant or the Association to take some action or perform some function required to be taken or performed by the Declarant or the

Association under these Rules and Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements that are the responsibility of the Declarant or the Association, or from any action taken by the Declarant or the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

- E. The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11 day of November, 2025.

Confluence at Two Rivers Community Association,
Inc., a Colorado non-profit corporation

By:  _____

Its: President _____