

Confluence at Two Rivers Community Association

NOTICE IS HEREBY GIVEN that a meeting of the Directors of the Executive Board of Confluence at Two Rivers Community Association will be held
Virtually via a Zoom option on
Monday, March 16, 2026, beginning at approximately 4:00 P.M.
Please click this URL to join the meeting:
<https://us02web.zoom.us/j/84196312534>
Phone 719-359-4580
Meeting ID: 841 9631 2534

AGENDA

1. Call to Order
2. Declaration of Quorum
3. Consideration of Agenda
4. Public Input
5. Consideration of Minutes
 - a. December 29, 2025 Board Meeting (attachment)
6. New Business
 - a. Operations Manager Report
 - b. Other Business
7. Action Items
 - a. Ratification of January and February Accounts Payable (attachment)
 - b. Approval of First Amendment To Declaration of CCRs and Hold Harmless and Indemnification Agreement (Construction Phase) (attachment)
 - c. Approval of Cost Sharing Agreement with Two Rivers Metropolitan District (attachment)
 - d. Approval of Parking Management Services Contract - Colorado Star Property Management (attachment)
 - e. Approval of Private Property Parking Enforcement Services Contract – Colorado Booting LLC (attachment)
 - f. Consideration and Approval of a Landscaping Contract
 - i. Rocky Mountain Custom Landscapes (attachment)
 - ii. Fresh Mtn Lawns (attachment)
 - g. Other
8. Financial Matters
 - a. Preliminary December 31, 2025 and February 28, 2026 Financial Statements (attachment)
 - b. Other
9. Board Member Discussion Items
 - a. Design Review for Lot 30 - Ramp
 - b. Other
10. Adjournment

DISTRIBUTION

Board of Directors

Mike Pearson - President Term expires TBD
KJ McEvoy - Secretary Term expires TBD
Jessica Vandeveld - Treasurer Term expires TBD

Other

Ken Marchetti, CPA, Association Manager
Craig Plizga, Community Operations Manager
Magdalena Gembal, Account Manager

RECORD OF PROCEEDINGS

Confluence at Two Rivers Community Association Board of Directors Meeting December 29, 2025

MINUTES OF THE BOARD OF DIRECTORS MEETING CONFLUENCE AT TWO RIVERS COMMUNITY ASSOCIATION, INC. DECEMBER 29, 2025

A meeting of the Board of Directors of the Confluence at Two Rivers Community Association, Inc. was duly called and noticed via Zoom.

ATTENDANCE

The following directors were present and acting:

- Mike Pearson
- KJ McEvoy
- Jessica Vandevelde

Also in attendance were:

- Ken Marchetti, Marchetti and Weaver
- Magdalena Gembal, Recording Secretary for the Meeting
- Craig Plizga, Community Operations Manager

Call to Order

The meeting of the Executive Board of the Confluence at Two Rivers Community Association was called to order on December 29, 2025 at 10:01 a.m., noting a quorum was present.

Consideration of the Agenda

None.

Public Input

None.

Operations Manager

Mr. Craig Plizga introduced himself as the Operations Manager, noting he has served in this role for approximately five years and currently oversees operations for the Two Rivers Metropolitan District, Two Rivers Village HOA, and Confluence at Two Rivers Community Association. Mr. Marchetti provided clarification on the structure of the three entities:

- The Two Rivers Metropolitan District is responsible for infrastructure, including roads, water, sewer, and public amenities.
- The Two Rivers Village HOA governs the original single-family homes.
- The Confluence at Two Rivers Community Association governs the 46-unit Confluence development.

RECORD OF PROCEEDINGS

Confluence at Two Rivers Community Association Board of Directors Meeting December 29, 2025

Mr. Marchetti noted that Craig Plizga is employed through the Metropolitan District, with costs allocated across the entities pursuant to contractual agreements, which will be reviewed and updated as needed.

Following introductions, Mr. Plizga presented his Operations Manager Report:

- Snow plowing services are in place for parking lots and sidewalks and will be performed following snow accumulations of two inches or more.
- Mr. Plizga addressed parking enforcement, noting that parking is permitted with proper permits and that booting may be necessary for enforcement. Director Pearson confirmed this approach and noted that adjustments may be made as needed.
- Regarding trash services, Mr. Plizga explained that the south enclosure currently contains one 4-yard and one 3-yard dumpster. Use of a 6-yard dumpster in the south enclosure was discussed but determined to be impractical due to space constraints and lack of wheels, which would make servicing difficult. It was agreed to retain the 4-yard and 3-yard dumpsters in the south enclosure and will start using 6-yard dumpsters in the north enclosure once needed.

A resident inquired of Mr. Plizga about exterior painting and antenna installation. It was clarified that residents may not paint the exterior of their homes. Antenna installations require further review to ensure consistency with governing documents. It was noted that Starlink equipment may be installed on a deck corner, with cable routed into the home.

It was also clarified that common property includes parking lots, sidewalks, common areas, trash enclosures, and courtyards, all of which will be maintained and replaced by the Association. Replacements are expected to be funded with reserve fund assessments.

Accounts Payable

The Board reviewed the accounts payable process, noting that invoices are sent to the President via email for review. Once approved via email, they are released through Alpine Bank's Bill Pay application, with ratification to occur at Board meetings to ensure transparency. The Board reviewed the December 2025 accounts payable list. By motion duly made and seconded it was unanimously

RESOLVED to ratify the December 2025 accounts payable lists as presented.

RECORD OF PROCEEDINGS

Confluence at Two Rivers Community Association Board of Directors Meeting December 29, 2025

Ratification of Marchetti & Weaver, LLC Engagement Letter

The Board reviewed the engagement letter with Marchetti & Weaver, LLC outlining accounting, administrative, and tax preparation services. By motion duly made and seconded it was unanimously

RESOLVED to ratify the engagement letter with Marchetti & Weaver, LLC as presented.

Ratification of Rocky Mountain Custom Landscape Snow Removal Agreement

The Board discussed the approved snow removal agreement. Concerns were raised regarding the frequency of service given the late start of the season. By motion duly made and seconded it was unanimously

RESOLVED to authorize Craig Plizga to renegotiate the service frequency and ratify the agreement once revised.

Approval of American Conservation and Billing Solutions Agreement

The Board reviewed a billing services agreement by American Conservation and Billing Solutions (AmCoBi) consistent with existing agreements used by other Two Rivers entities with the same cost per billing. By motion duly made and seconded it was unanimously

RESOLVED to approve the agreement with AmCobi as presented.

Approval of Rocky Mountain Custom Landscape Landscaping Agreement

A preliminary landscaping proposal was reviewed for budgeting purposes. The Board expressed a desire to obtain additional bids, including from Fresh Mountain Lawns, and to further evaluate scope and pricing.

Discussion and Approval of Preliminary 2026 Budget

Mr. Marchetti presented the proposed 2026 budget, noting anticipated unit closings and projected revenues and expenses through full buildout.

RECORD OF PROCEEDINGS

Confluence at Two Rivers Community Association Board of Directors Meeting December 29, 2025

Replacement reserve contributions were discussed, along with the use of working capital assessments to manage early cash flow. A contingency line item was included to address potential shortfalls during the initial years of operation. The Board discussed a proposed 4% increase in operating and reserve assessments for 2026. By motion duly made and seconded it was unanimously

RESOLVED to approve the 2026 budget as presented.

First Amendment To Declaration of CCRs and Hold Harmless and Indemnification Agreement (Construction Phase)

The Board discussed a proposed First Amendment to the Declaration of CC&Rs related to hold harmless and indemnification provisions during the construction phase. Management explained that the Association's insurance advisor recommended the amendment to better protect the Association from potential liabilities arising during construction. The proposed amendment language was included in the Board packet for review. It was noted that the amendment is a recommendation only and has not yet been reviewed by legal counsel. Management will consult with legal counsel, in coordination with the declarant, to determine feasibility and appropriateness of the amendment.

Set Date for Future Meetings

The Board discussed CCIOA requirements related to developer (declarant) transition. It was noted that once 25% of units are sold, a member meeting and election may be required. Management will confirm requirements with legal counsel as Director Vandeveld was appointed at the organizational meeting. The Board expressed interest in transitioning to elected homeowner representation as early as feasible. The requirement for an independent audit at declarant turnover was discussed. Management will explore whether alternatives exist and report back to the Board. The Board agreed to continue meeting on an as-needed basis during the development transition period, with the expectation of establishing a more formal schedule as the community matures.

Adjournment

There being no further matters for discussion, the meeting was adjourned at 10:45 a.m.

RECORD OF PROCEEDINGS

Confluence at Two Rivers Community Association Board of Directors Meeting December 29, 2025

Respectfully submitted,

Magdalena Gembal
Recording Secretary for the Meeting

Subject to Approval

Confluence at Two Rivers Community Association
Accounts Payable - January 2026

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Marchetti and Weaver, LLC	3,844.10	Admin & Accounting - Dec
Rocky Mtn. Custom Landscapes	945.00	Snow Plowing/Shoveling - Jan
Vail Valley Waste	215.55	Trash Services - Dec
Payables to be Ratified at Meeting:	<u>5,004.65</u>	

Confluence at Two Rivers Community Association
Accounts Payable - February 2026

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Rocky Mtn. Custom Landscapes	945.00	Snow Plowing/Shoveling - Feb
Vail Valley Waste	318.20	Trash Services - Jan
Payables to be Ratified at Meeting:	<u><u>1,263.20</u></u>	

**FIRST AMENDMENT
TO THE DECLARATION
FOR CONFLUENCE AT TWO RIVERS**

THIS FIRST AMENDMENT to the Declaration for Confluence at Two Rivers (“First Amendment”), is made on the date hereinafter set forth and is effective upon recording.

RECITALS

A. On November 10, 2025, FCAP Confluence, LLC, a Colorado limited liability company (“Declarant”), created a planned community called Confluence at Two Rivers (the “Community”) on the real property described in Exhibit A to that certain Declaration for Confluence at Two Rivers (“Declaration”) recorded in the real property records of Eagle County, Colorado at Reception No. 202515275.

B. Confluence at Two Rivers Community Association, Inc., a Colorado nonprofit corporation (the “Association”), is the owner’s association for the Community.

C. Declarant desires to amend the Declaration to clarify and confirm that neither the Association nor any owner shall have liability for ongoing construction activities associated with Declarant’s development of the Community and that the Association shall be protected by insurance and indemnification.

D. Pursuant to Section 11.1 of the Declaration, the Board of Directors of the Association and at least sixty-seven percent (67%) of the votes in the Association must vote or agree to this First Amendment and pursuant to Section 11.6 of the Declaration the Declarant must consent to this Amendment.

E. The Board of Directors of the Association and at least sixty-seven percent (67%) of the votes in the Association have properly approved this First Amendment.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is amended to add the following new section which shall read in its entirety as follows:

Section 13.9 Construction Activities – Hold Harmless, Indemnification, and Insurance.

(a) Hold Harmless and Indemnification in Favor of the Association. Declarant, for itself and on behalf of all contractors, subcontractors, and agents performing work in the Community, agrees to indemnify, defend, and hold harmless the Association, its directors, officers, managers, agents, employees, and members (collectively, the “Association Parties”) from and against any and all claims, liabilities, damages, losses, costs, expenses (including reasonable attorneys’ fees and court costs), causes of action, or injuries arising out of or related in any way to construction activities performed by or on behalf of Declarant within the Community, including without limitation noise, dust, vibration, traffic, equipment operation, site runoff, and property damage.

(b) Release by Owners. Each Owner, by acceptance of a deed to a Townhome (whether or not it shall be so expressed in such deed), is deemed to covenant and

agree that neither the Association nor any Association Party shall have any liability whatsoever for construction-related disturbances or damages, and each Owner forever releases and discharges the Association and all Association Parties from the same.

(c) Additional Insured Requirement. Declarant shall cause the Association (and, if requested, its management company) to be named as an Additional Insured on Declarant's Commercial General Liability policy (including excess/umbrella coverage, commercial auto, and a waiver of subrogation in favor of the Association on the workers compensation) for ongoing and completed operations arising out of Declarant's work in the Community. Such coverage shall be primary and non-contributory with respect to any insurance carried by the Association. Declarant shall deliver a certificate of insurance evidencing this coverage to the Association upon request.

(d) Duration. The covenants in this Section 13.9 shall continue until Declarant no longer owns any Real Estate within the Community.

2. Covenant Running with the Land. This Amendment and the covenants contained herein shall run with the land and be binding upon all parties having any right, title, or interest in any Townhome or Common Element, and their heirs, successors, and assigns.

3. Governing Law. This Amendment shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, this First Amendment is executed by the undersigned.

Confluence at Two Rivers Community Association, Inc., a Colorado nonprofit corporation

By: _____
President

By: _____
Secretary

Consented to by Declarant:

FCAP Confluence, LLC, a Colorado limited liability company

By: _____
Mike Pearson, Manager

COST SHARING AGREEMENT

This Cost Sharing Agreement ("Agreement"), is effective as of January 1 2026, by and between the Two Rivers Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("TRMD"), the Two Rivers Homeowners Association, a Colorado non-profit corporation ("TRHOA"), and Confluence at Two Rivers Community Association, Inc., a Colorado non-profit corporation ("Confluence"), referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Two Rivers community is a common interest community subject to a declaration of covenants, conditions and restrictions; and

WHEREAS, TRHOA has been formed as a master association to exercise the functions set forth in the declaration of covenants, conditions and restrictions; and

WHEREAS, Confluence has been formed as a community association to exercise the functions set forth in the declaration of covenants, conditions and restrictions; and

WHEREAS, TRMD provides a water utility system, a sanitary sewer collection and treatment system, road, drainage, traffic control and safety facilities, and public park and recreation facilities, among other services to the Two Rivers community; and

WHEREAS, TRHOA has the authority to enter into a contractual relationship with TRMD providing that TRHOA would administer, operate and maintain some or all of the TRMD properties; and

WHEREAS, Confluence has the authority to enter into a contractual relationship with TRMD providing that Confluence would administer, operate and maintain some or all of the TRMD properties; 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, TRMD has employed an employee or employees for the purpose of performing certain services and functions which are mutually beneficial to TRMD and TRHOA; and

WHEREAS, TRMD and TRHOA entered into a cost sharing agreement dated January 1, 2020 to share the costs of providing services between TRHOA and TRMD; and

WHEREAS, TRMD has hired an employee or employees to provide certain services and functions to the Two Rivers community; and

WHEREAS, the TRMD employee(s) spend the following approximate amounts of their time performing services in each of the following areas:

- Two percent (2%) towards water and wastewater systems;
- Twenty eight percent (28%) towards community center and common recreational facilities;
- Twenty three percent (23%) towards roads, traffic control and road safety facilities;
- Ten percent (10%) towards the general administration for TRMD;
- Eight percent (8%) towards the Confluence at Two Rivers Community Association, Inc.; and
- Twenty nine percent (29%) towards covenant enforcement and TRHOA general administration (collectively, the "Services").

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

1. Termination of Previous Agreement. The Cost Sharing Agreement dated January 1, 2020 is terminated and replaced with this Agreement upon the effective date of this Agreement.
2. Allocation of Cost of Services. TRMD has hired an employee or employees to provide certain services and functions to the Two Rivers community. Twenty nine percent (29%) of the salaries and wages and related expenses for the employee(s) will be allocated to TRHOA. Eight percent (8%) of the salaries and wages and related expenses for the employee(s) will be allocated to Confluence. The remaining costs for Services will be allocated to the funds described in Exhibit A, attached hereto and incorporated herein by this reference. Expenses include but are not limited to salaries and wages, payroll taxes, health insurance, retirement plan expense, auto mileage reimbursement, telephone expense and website expense.
3. Term of Agreement.
 - a) The term of this Agreement (the "Term") shall begin on the date first set forth above and will remain in full force and effect and renew annually until terminated as provided for below, subject to the costs of providing the services pursuant to this Agreement by TRMD being appropriated on an annual basis by TRMD. In the event TRMD does not appropriate costs to fulfill this agreement for any year, the Agreement shall be terminated at that time.
 - 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.
4. Reimbursement For Cost of Services.
 - a) TRHOA will reimburse TRMD for the Services, in the amount of twenty nine percent (29%) of the salaries and wages for TRMD performing the Services. Confluence will reimburse TRMD for the Services, in the amount of eight percent (8%) of the salaries and wages for TRMD performing the Services.
 - b) The cost of the Services will be invoiced periodically by TRMD but no less frequently than annually.
 - c) Invoices submitted to TRHOA and Confluence are due within 30 days of receipt.
5. Relationship of Parties. In providing the Services under this Agreement it is expressly agreed that TRMD's employees are not employees of TRHOA or Confluence. Furthermore, this Agreement does not create a partnership nor joint venture between TRHOA, TRMD, and Confluence.
6. 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 \$424,000 for bodily injury, death, or damage to property of any person and \$1,195,000 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.
7. 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.
8. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

9. 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.
10. Return of Property. Upon the expiration or termination of this Agreement, TRMD and its Operations Manager shall return to TRHOA or Confluence any property, documentation or records which are the property of TRHOA or Confluence.
11. Annual Appropriation. TRMD's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of TRMD's Board of Directors.
12. Assignment. The Parties shall not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other Parties.
13. 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.
14. 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.
15. 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.
16. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.
17. 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 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

Confluence at Two Rivers Community Association, Inc.
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.

18. 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.
19. 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.
20. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

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

 Two Rivers Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado:

By: Michael Pearson

Title: President

Date: Mar 10, 2026

 Two Rivers Homeowners Association, a Colorado non-profit corporation:

By: _____

Title: _____

Date: _____

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

By: _____

Title: _____

Date: _____

EXHIBIT A
Cost Allocation for Services

Cost allocation between funds/entities	
Fund	Allocation %
TRMD General Fund	10%
TRMD Waste and Wastewater Fund	2%
TRMD Infrastructure and Recreation Fund	28%
TRMD Sales Tax Fund	23%
Two Rivers Homeowners Association	29%
Confluence at Two Rivers Community Association	8%
Total	100%

MANAGEMENT AGREEMENT

This Management Agreement (“Agreement”) is made effective as of 03 / 16 /2026 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 Confluence at Two Rivers Community Association, Inc., a Colorado not for profit corporation, with its principal office at 28 2nd St, unit 213, Edwards, CO 81632 (“hereinafter Owner”), collectively referred to as the “Parties.”

WHEREAS, the Owner owns or controls the real property located at 30 Buffalo Cir, Gypsum 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:

Contract for Private Property Parking Enforcement

Colorado Booting LLC
PO Box 1839, Avon, CO 81620
6 Glapago Tr, San Luis, CO 81152
970-306-8687
coloradobooting@gmail.com
Colorado Booting License BT-0001

Contract for Private Property Parking Enforcement

This Agreement ("Agreement") is entered into on this 16 day of March, 2026
between Colorado Booting LLC, located at 6 Glapago Tr, San Luis, CO 81152 ("Colorado Booting LLC"),

and:

Property Owner/Management

[Property Address] 30 Buffalo Cir

[City/Town], Gypsum [County], Eagle Colorado

Section 1: Authorization

- a. The undersigned representative of Property Owner/Management certifies the authority to execute this Agreement.
- b. No gifts, free services, products, commissions, or promises thereof have been offered by Colorado Booting LLC.

Section 2: Signage and Maintenance

- a. If Colorado Booting LLC is performing patrolling services, signage will be provided by Colorado Booting LLC.
- b. If the Property elects to conduct booting on demand, the Property must order and pay for all required signage.
- c. Damaged signage or poles shall be repaired or replaced by Property Owner/Management at their expense.

d. The Property Owner/Management is responsible for ensuring signage complies with all applicable laws. If signage requirements change due to legal updates, the Property must update signage at their own expense.

e. ~~Upon contract termination, Property Owner/Management must return all signage to Colorado Booting LLC within 30 days. Failure to do so will result in a \$70 charge per sign.~~

f. If the Property orders physical permits, the permits must be highly visible in low-light conditions, feature bright colors, and must not be transparent to ensure visibility at night and in adverse weather conditions such as snow and window frost.

Section 3: Compliance & Enforcement Authorization

a. Colorado Booting LLC will comply with all laws and regulations of the State of Colorado and local ordinances.

b. Colorado Booting LLC is expressly authorized to enforce parking regulations on the Property, including but not limited to:

- Immobilizing vehicles with boots
- Issuing verbal or written peace warnings
- Placing parking violation notices (tickets) on vehicles

c. The Property Owner/Management grants Colorado Booting LLC full authority to take these actions without additional approval for each incident.

Section 4: Pricing and Payment

a. Property Owner/Management may authorize up to one (1) complimentary boot removal and one (1) boot removal at half price within a six (6) month period.

b. All boot removal requests exceeding the complimentary and discounted limits must be paid by Property Owner/Management within 30 days of receiving the invoice.

c. If the Property places Colorado Booting LLC on hold for more than two (2) weeks, a \$200 service fee will be charged to the Property.

Section 5: Boot Damage or Theft & Vehicle Record Search Authorization

a. In the event of boot damage or theft on the Property, Colorado Booting LLC is authorized to request a Vehicle Record Search on behalf of the Property.

b. The Property Owner/Management authorizes Colorado Booting LLC to enforce parking regulations, including but not limited to vehicle immobilization and citation issuance.

c. As part of enforcement efforts, the Property Owner grants permission for Colorado Booting LLC to obtain vehicle registration details from the Colorado Department of Revenue, Division of Motor Vehicles.

d. This authorization is granted in accordance with C.R.S. 42-1-206 and the Driver's Privacy Protection Act (DPPA) and shall remain in effect for the duration of this Agreement.

e. The Property Owner/Management agrees to assist Colorado Booting LLC in identifying individuals responsible for boot theft or damage and will cooperate in any enforcement or legal actions necessary to recover costs.

f. The Property Owner/Management agrees to provide access to security camera footage upon request in the event of boot damage, removal, or theft to aid in identifying responsible parties.

Section 6: Property Management Change Notification

a. The Property Owner/Management must notify Colorado Booting LLC of any change in property management within 7 business days.

b. In case of a management change, the new management must obtain access to all software and booting portals used for enforcement purposes.

c. In case of a management change, this Agreement shall remain in effect and binding upon the new management until formally canceled according to the contract terms.

Section 7: Indemnification Clause

a. The Property Owner/Management agrees to indemnify and hold harmless Colorado Booting LLC, its employees, and agents from any claims, damages, or liabilities arising from enforcement actions taken under this Agreement, except in cases of gross negligence or willful misconduct by Colorado Booting LLC.

Section 8: Dispute Resolution

a. Any disputes arising from this Agreement shall first be resolved through mediation. If mediation is unsuccessful, the dispute shall be settled through arbitration in the State of Colorado.

Section 9: Amendment Clause

a. Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

Section 10: Access and Cooperation

a. The Property Owner/Management must provide Colorado Booting LLC with unrestricted access to enforce parking regulations, including but not limited to gated areas, parking garages, and restricted zones.

Section 11: Weather/Acts of God Clause

"Colorado Booting LLC is not responsible for enforcement delays or inability to boot due to severe weather, natural disasters, or other force majeure events."

Section 12: Data & Software Ownership

"All software, databases, and enforcement records remain the property of Colorado Booting LLC. Property Owner/Management may not transfer or replicate this data without written consent."

Section 13: Attorney's Fees

"In the event of legal action arising from this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and court costs."

Section 14: Liability Waiver for Vehicle Damage

"Property Owner/Management acknowledges that Colorado Booting LLC is not liable for pre-existing damage to vehicles or damage resulting from vehicle owner attempts to remove the boot."

Acceptance

[Signature of Property Representative]

Printed Name: _____

Title: _____

Date: _____

[Signature of Colorado Booting LLC Representative]

Printed Name: _____

Title: _____

Date: _____



2026 - Maintenance - Confluence at Two Rivers

Date 11/26/2025

Customer Craig Plizga | Two Rivers Metro District | 80 Lakeshore Drive | Gypsum, CO 81637

Property Two Rivers Metro District - 80 Lake Shore Drive | 80 Lake Shore Drive | Dotsero, CO 81637

Mariani Enterprises, LLC dba Rocky Mountain Custom Landscapes (referred to as RMCL or Rocky Mountain Custom Landscapes)

The Client hereby engages RMCL to provide the services as set forth below, and RMCL agrees to furnish such services.

Fixed Payment Services

Description	Frequency	Annual Cost
Maintenance Services		
Turf Fall Cleanup	1	\$367.50
BI - Weekly Maintenance	14	\$1,286.18
Native Services		
Native Trimming	6	\$1,102.50
Fall Native Trimming	1	\$183.75
Plant Health Care		
Turf Fertilizer #1	1	\$204.70
Turf Fertilizer #2	1	\$204.70
Turf Fertilizer #3	1	\$204.70
Native Weed Control	1	\$126.50
Irrigation Services		
Irrigation Inspection	6	\$1,357.50
Irrigation Winterization Eagle	1	\$339.38
Annual Maintenance Price		\$5,377.41

Services Billed Time and Material

Description	Hourly Rate
Irrigation Services	
Irrigation Repair	\$90.50

Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00
April	\$896.24	\$0.00	\$896.24
May	\$896.23	\$0.00	\$896.23
June	\$896.24	\$0.00	\$896.24
July	\$896.23	\$0.00	\$896.23
August	\$896.23	\$0.00	\$896.23
September	\$896.24	\$0.00	\$896.24
October	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00
	\$5,377.41	\$0.00	\$5,377.41

Services

Turf Fall Cleanup

Clean up of all turf areas to remove leaves and other debris

BI - Weekly Maintenance

Weekly mowing, trimming, weeding and blowing of all debris from landscape areas

Native Trimming

Trimming of native areas on a bi weekly or monthly basis

Fall Native Trimming

Cutting and raking of all native areas

Turf Fertilizer #1

Our traditional turf care program has been custom blended to promote a weed-free lawn, vigorous growth, and a deep green color. Pre-Emergent Weed Control included in first application

Turf Fertilizer #2

Our traditional turf care program has been custom blended to promote a weed-free lawn, vigorous growth, and a deep green color. Summer Application

Turf Fertilizer #3

Our traditional turf care program has been custom blended to promote a weed-free lawn, vigorous growth, and a deep green color. Late Summer/Early Fall Application

Native Weed Control

Application of selective herbicides for the control of broadleaf weeds in native areas

Irrigation Repair

Repairs are billed monthly based on time and material used

Irrigation Inspection

RMCL hereby assumes responsibility for the performance of the irrigation system currently installed unless notified by the property owner it will not be managed by RMCL. All irrigation zones will be checked and if necessary adjusted monthly by a qualified irrigation technician. The technician shall also check for leaks or other problems in all zones, including drip lines. All such checking, testing and adjustment shall be included within the landscape maintenance schedule. If any problems are encountered which require repair or parts replacement work, such work shall be chargeable as an Additional Service.

Irrigation Winterization Eagle

Access to the system point of connection, typically found in the mechanical room, must be provided by the owner or representative. Missed appointments for start-up/winterization services will be billed at our hourly rate. RMCL must have access to the point of connection to

properly winterize the irrigation system. RMCL is not responsible for any damage to the system that is turned off inside by the owner or representative and blown out from the outside only. In the event of an early season freeze (prior to 16 October) RMCL will drain and protect system during freeze at an additional T&M charge to prevent damage to the system. If we are unable to gain access to the point of connection RMCL denies any responsibility for damages due to freezing and subsequent water damage.

Terms & Conditions

ROCKY MOUNTAIN CUSTOM LANDSCAPES

DETAIL OF SERVICES

Whereas Owner wishes to assure reliable, timely landscape maintenance for its property; and, Whereas Contractor (referred to as RMCL) is familiar with Owner Property and of existing conditions; and, Whereas RMCL is in the business of providing landscaping services for hire and RMCL wishes to obtain long term contracts for its services.

Now therefore, in consideration of the covenants and conditions of this Agreement,

RMCL and Owner hereby agree as follows.

1. Owner Property consists of all platted property.
2. Owner Property Maintenance consists of all landscaped property within the Owner Property
3. Basic Services consist of all work to be performed by RMCL included in the schedule of services above. Anything not included in the schedule of services will not be subject as part of the contract. Invoicing for Basic Services shall be outlined under payment schedule in executed contract.

Scheduling: All work scheduling shall be at the discretion of RMCL as to time, day, month, etc. unless specified by the Property Owner and agreed upon. Please refer to landscape maintenance schedule for reference on when services are to be completed.

Weather Permitting: All items in the agreement are stated assuming that weather conditions are favorable. RMCL is not to be held responsible in any way for delays in completion of specified tasks due to weather conditions.

Timing: Mowing, maintenance and other routes are performed on specific days of the week to minimize travel time, maximize productivity, and help keep our prices as low as possible. Certain subdivisions are serviced on a particular day of the week. Crews work Monday through Thursday - four 10-hour days. Each property will have the same mow day every week. Friday is typically reserved as a make-up day in case of inclement weather. Requests for changes to routing for special events, weddings, etc. can be accommodated but additional charges may apply.

Access to Maintained Planting Beds, Lawns, Irrigation Systems, Water Features, etc.: RMCL will provide services to all lawns, planting beds, irrigation systems, and water features that are safely accessible only. To accomplish these tasks, except by separate agreement, RMCL personnel are to have complete and safe access to the landscape from 8am to 6pm daily. Any hazards and dangerous conditions at site must be remedied prior to maintenance services being provided. For example, planting beds, lawns, etc. located on the second floor must be accessible from inside the unit and be safely accessible. The use of ladders, etc. will not be permitted by employees of RMCL for providing maintenance services. Client agrees to indemnify RMCL for all damages to RMCL equipment and personal injury to employees due to failure to properly remedy hazards and dangerous conditions at the site. Please note that dogs and other pets present in the landscape during the scheduled service will result in the rescheduling of those services.

Freeze and Adverse Weather Conditions, Acts of God, etc.: unusual freezes, extreme wind, hail, or other adverse weather conditions may cause damage to landscape plants and are not covered under this contract. RMCL is not responsible for poor health of the landscape due to weather, animals, acts of God, etc. Such conditions may require additional cleanup be provided to the property for performance of maintenance activities to occur. For example, if a heavy snowfall causes damage to trees and shrubs, clean-up and pruning of these plants may need to be provided for our crews to mow the lawn. Excessive animal waste must be removed prior to maintenance activities.

DESCRIPTION OF SERVICES

Spring Clean-Up: Our Spring Clean-Up services commence in early spring, weather permitting. Spring Clean-up includes Clean up of all landscape areas, trash and debris removal, and notification of any winter damage.

Mowing and Trimming: Lawn mowing and trimming services are provided on a weekly basis. All grass on the property shall be mowed with 21” mower or larger. Mowing will be done on a weekly basis and weather permitting. Along with each mowing, the following services shall also be performed: Trimming shall be accomplished by string trimming around all trees, fences, rocks, signs and other areas where a mower cannot cover to assure a neat and attractive appearance. Care shall be taken not to over trim the grass nor to damage trees. Edging shall be performed per contract specifications at sidewalks and driveways and shall be accomplished by a vertical steel blade edger. Property shall be inspected before RMCL begins services each year.

Lawn Aeration: All turf areas shall be aerated in the spring and/or fall as weather permits. Aeration will mechanically remove small plugs of thatch and soil from the lawn to improve soil compaction and aeration.

Fall Clean-Up: Will be performed at the end of the season. This will be weather dependent but should be completed by the end of November. All leaves, pine needles and debris will be removed from the lawn areas, planting beds and hard surfaces. RMCL is responsible for all disposal of debris accumulated from the clean-up.

Fertilization and Weed Control: A wide variety of synthetic and organic fertilizers are available for use in the landscape. RMCL typically utilizes synthetic fertilizers for use on all properties. RMCL employs both granular and liquid fertilizer products. Mowing after a granular fertilization application does not alter the effectiveness of the fertilizer. Almost all effective weed control chemicals are synthetic. Organic weed control options tend to be ineffective, expensive, and lead to client dissatisfaction. RMCL takes great care to provide complete safety to the public, residents and the properties. Selective chemical controls are used as to insure against improper application, which may cause further damage to turf, trees, or shrubs. RMCL meets all Colorado State and Federal Environmental Protection Agency (EPA) licensing requirements, standards and guidelines. RMCL employees Qualified Supervisors with certifications from the Colorado Department of Agriculture.

Irrigation Controllers- All Controllers with adequate power source will be replaced with Weathermatic Smart Link Controllers. COMPANY installs and utilizes an internet-based irrigation control system (smart controller, on-site weather station, remote monitoring device “Aircard”, and online software). This is included in this agreement and will be installed at no additional cost to the Client.

With this technology, our capabilities to perform thorough system evaluations is also enhanced by the power of the inspection tool including pictures that enables our team to accurately track issues, identify problems and prepare estimates for repairs while on-site, saving you money on wasted water and extra trip charges.

Irrigation Start-up: Access to the system point of connection, must be provided by the owner or representative. It is recommended that the client provide an access code to insure timely service of the irrigation system for start-ups and winterization. Missed appointments for start-up service will be billed at a rate of \$85.00 per visit. All damages found during start-up of the irrigation system will be repaired automatically at the hourly rate stated in the above contract. Repairs made include those necessary to return the system to its previous condition. RMCL will not perform an irrigation start-up on systems without a proper backflow device installed. It is against all local codes to connect irrigation systems to any hose bib location without a proper backflow prevention device in place. Any systems without a backflow device in place will not be started-up by RMCL. Installation of a backflow device is considered an upgrade to the system.

Irrigation repairs: Repairs are billed monthly based on time and material at a rate of \$85.00 per hour

Irrigation Check: RMCL hereby assumes responsibility for the performance of the irrigation system currently installed unless notified by the property owner it will not be managed by RMCL. All irrigation zones will be checked and if necessary, adjusted by a qualified irrigation technician. The technician shall also check for leaks or

other problems in all zones, including drip lines. All such checking, testing and adjustment shall be including within the landscape maintenance schedule. If any problems are encountered which require repair or parts replacement work, such work shall be chargeable as an Additional Service.

Irrigation Winterization: Access to the system point of connection must be provided by the owner or representative. Missed appointments for start-up/winterization services will be billed at a rate of \$85.00 per visit.

RMCL must have access to the point of connection to properly winterize the irrigation system. RMCL is not responsible for any damage to the system that is turned off inside by the owner or representative and blown out from the outside only. In the event of an early season freeze RMCL will drain and protect system during freeze at an additional T&M charge to prevent damage to the system. If we are unable to gain access to the point of connection RMCL denies any responsibility for damages due to freezing and subsequent water damage.

Debris Disposal: The removal and disposal of all waste created during a turf or garden services. A required fee for all turf and/or garden services.

ROCKY MOUNTAIN CUSTOM LANDSCAPES

All Services by RMCL shall be performed in a timely, professional and workmanlike manner in accordance with all appropriate industry standards and applicable code requirements. All RMCL personnel providing services described herein shall be employees of Contractor and will be properly supervised by a foreman present on site at all times any work is being performed by RMCL. Owner shall not frequently give affirmative directions to the foreman, such directions shall typically, be given exclusively through an RMCL Manager. Under no circumstances will Owner be responsible for payroll or any other employee issues of RMCL. No work performed at the request of anyone other than an Owner Contact or Owner's Agent shall be compensable by Owner.

Except as otherwise stipulated herein, RMCL shall furnish all materials, tools, equipment and labor necessary to complete the work described in this Agreement. It shall be RMCL's sole responsibility to make all arrangement for all required material procurement transportation, off-site storage and preparations.

RMCL shall always maintain General Commercial Property Damage and Liability Insurance in the amount of \$1,000,000, with Owner named as an Additional Insured. Contractor shall submit certification of such CGL insurance coverage and of proper coverage by Workers' Compensation insurance to Owner prior to commencing work.

In no event shall RMCL be liable to client or any other person or entity for (a) damages to property, irrigation and landscape features, (b) damage to person or property where dangerous or hazardous conditions are present, (c) damages to Client's property caused by plant containers or plants, or (d) incidental or consequential damages, including lost profits, incurred by Client or others caused by or related to the services provided by RMCL. Client shall defend Rocky Mountain Custom Landscapes against all claims and indemnify and hold harmless RMCL from and against any and all losses, arising from claims against RMCL for acts, failure to act or other liability associated in any way with this contract and the work performed hereunder.

In the event of contract termination, the Client will retain the irrigation controller and weather station (if installed), while the COMPANY will remove and retain the remote monitoring device (Aircard) that was installed during contract term, leaving the client with a FULLY operational irrigation system.

All Services performed by RMCL under contract agreement shall be billed to Owner once each month as the work is performed and sent to Owner. Payment for all properly invoiced services shall be due within 30 days of invoicing.

The Term of this Agreement shall commence according to the signed agreement terms, as agreed upon by the property owner and RMCL. Unless terminated by one party giving 30 days written notice to the other party. All services performed up to termination date shall be billed on one final bill 15 days from termination letter.

Client and RMCL agree that any disputes which cannot be resolved by the parties shall be submitted to binding arbitration. Any arbitration shall be governed by the rules and procedures of the American Arbitration Association, but the parties shall not be required to use the American Arbitration Association for such arbitration. The arbitrator shall be agreed upon by the parties, if the parties cannot agree on an arbitrator, then RMCL shall select either the Judicial Arbiter Group or another reputable arbitration group. Each party shall share equally in the cost of said arbitration, but the arbitrator shall award reasonable costs and attorney’s fees to the successful party.

The pricing on this proposal may be subject to change by RMCL if not accepted within 30 days. T&M materials are subject to sales tax. Contract amounts include sales tax.

****Interest shall be imposed at rate of 2% per month on all balance not paid within thirty (30) days of the statement. In addition to all remedies available to RMCL and in the event RMCL is forced to pursue collection of any amounts due and unpaid under this agreement, RMCL shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.**

****If your account becomes past due (31-90 days), RMCL will reserve the right to discontinue services at the property until payment is made.**

****The dates of services for this contract are 04/01 - 11/31**

****Credit Card/Wire Payments- Fees charged to RMCL for processing payments will be charged back to the customer as an additional fee on the invoice above the original invoice amount.**

****Check Payments- Any fees related to check payments or processing will be absorbed by the customer**

Additional Services: All services which are not described above as being a part of executed contract or in the schedule of services, shall be quoted in a proposed contract or completed on an agreed Time and Material Basis. Examples of such Additional Services are: Any repair and replacement work performed by the irrigation technician, or any work requested by Property Owner. In all cases, Contractor must provide an invoice for all Additional Services rendered in any month by the tenth of the next month to receive timely payment. All invoices for Additional Services shall include the date and time of performance, a full description of the work performed, materials expended, the time spent on the work and the precise location

Privacy: We value your privacy and security. You can review our privacy policy at: <https://rmcustomlandscapes.com/privacy/>

Entire Contract. This Contract as well as the Conditions of Contract (found here: <https://marianipremiergroup.com/LLC/CoC.pdf>) contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties. This Contract is effective on the date it is signed by the Client.

By _____

Michael Barker

Date 11/26/2025

**Mariani Enterprises, LLC dba
Rocky Mountain Custom
Landscapes**

By _____

Date _____

**Two Rivers Metro District - 80 Lake
Shore Drive**



ARBOR CARE SPECIALISTS™

YOUR TREES, OUR PASSION

6875 S. Santa Fe Drive | Littleton, CO 80120
 720.800.9332 | fax: 303.789.4417
www.ArborCareSpecialists.com

To:	RMCL	Contact:	Ulberg, Matt
Address:	351 Airpark Drive Gypsum, CO 81637	Phone:	
Project Name:	RMCL - 80 Lakeshore Dr. - Plant Recovery	Bid Number:	
Project Location:	80 Lakeshore Dr., Gypsum, CO	Bid Date:	11/24/2025

Item #	Item Description	Estimated Quantity	Unit	Total Price
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Plant Healthcare

Plant Recovery Treatment	16.00	EACH	\$560.64
<ul style="list-style-type: none"> · Targeting (16) New Deciduous Trees · Root And Soil Conditioner Treatment · Boosts Health And Vigor In Trees And Shrubs · Provides Benefits For One Growing Season 			

Total Price for above Plant Healthcare Items: \$560.64

Total Bid Price: \$560.64

Notes:

- THIS AGREEMENT AS WELL AS THE CONDITIONS OF CONTRACT IS THE ENTIRE AGREEMENT BETWEEN ARBOR CARE SPECIALISTS AND OWNER AND NEITHER PARTY WILL BE BOUND BY ANY VERBAL OR WRITTEN STATEMENT OR REPRESENTATION OF ANY SALESMAN, EMPLOYEE OR REPRESENTATIVE. IF ANY PORTION OF THIS AGREEMENT IS FOUND INVALID OR UNENFORCEABLE, THE BALANCE OF THIS CONTRACT WILL CONTINUE IN FULL FORCE AND EFFECT.

The Contract Specifications and the Conditions of Contract shall remain in effect until one party notifies the other in writing of its intent to terminate at least 30 days prior to the proposed termination date. You acknowledge that Company's ability to schedule and allocate project resources is dependent on adequate notice of termination; therefore, you agree to a reasonable rescheduling and resource reallocation fee if such notice is not given.

• **CONDITIONS OF CONTRACT**

1. Services. Mariani Enterprises, LLC dba Arbor Care Specialists ("Company") agrees to provide the services (the "Services") to the client ("Client") set forth in the applicable Proposal, Contract Specifications, Scope of Work, Quote or similar document (the "SOW"), subject to the terms set forth in these Conditions of Contract (these "Terms"). These Terms together with the Company's warranties, the SOW (including attachments/addendums) and/or any additional services as agreed to by the parties (the "Contract") constitute the entire agreement between the parties and supersedes all prior agreements and understandings as well as any competing terms on any Client form. In the event of a conflict among the foregoing documents, these Terms shall govern. Company's commencement of the Services shall constitute acceptance of the Contract and all terms contained therein.

2. Excluded Services. The Services exclude any services not provided for in the SOW or identified in the SOW as excluded services (collectively, the "Excluded Services"). However, to the extent that any of the Excluded Services are required (as determined by the Company) or requested, such Excluded Services shall be deemed Services and subject to these Terms.

3. Changes to Services. Should Client request changes to the Services or Company determines that the Services should be modified or substituted, Company shall submit a change order, which may include a change in the contract price. If changes to the Services result in a reduced contract price, Company may in its sole discretion either refund or issue a credit to Client for the difference, if necessary or applicable.

4. Company Warranties.

• Company's warranty for the applicable Services may be found on the applicable SOW and are incorporated herein by reference.

• Company's warranty is contingent on (i) Client being in compliance with all terms of the Contract at the time a claim is made and (ii) the claim being reported within the applicable warranty period. COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED FOR HEREIN, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUALITY.

• Client's sole/exclusive remedy arising out of any warranty breach is limited to re-performance of the Services by the Company (as appropriately modified or substituted).

• Client acknowledges that products used by Company may contain substances that are harmful and may cause damage to certain plants, grass and driveway/walkway surfaces or injury/illness to living creatures. Client expressly waives any claims related to Company's use of such substances and Company shall not be liable for any actual or alleged damages arising out, caused by or related to such use.

• Client expressly waives any claims related to Company's presence on the property with respect to its performance of the Services, except in the case of Company's gross negligence or willful misconduct.

- **5. Billing and Payment.** Invoices are due upon receipt and Client may not set-off any amounts owed. Late payments will accumulate interest at a rate of 1.5%/month. Client shall be responsible for any costs and expenses (including attorneys' fees) incurred by Company in collecting past-due amounts. Should Company at any time determine that Client is not creditworthy, it may modify the payment terms to secure the Services. Company may suspend performance due to Client's uncured breach hereunder or under any other contract between the parties. Notwithstanding anything herein to the contrary, Company may at any time pass along costs to Client, including costs and fees associated with material shortage, increased fuel, labor, supply, product, equipment, unanticipated demobilization or remobilization or other similar costs or fees. Company may also modify pricing at any time to align with Company's then-current pricing for Services.

6. Client Warranties and Responsibilities.

• Client warrants that (i) it has authority to enter into this Contract and has control over the property and (ii) the Services will be maintained in accordance with the instructions provided by Company to Client.

• Client shall be responsible for (as applicable): (i) providing secure on-site storage as needed for equipment and materials, (ii) maintaining adequate electrical voltage and sources, (iii) maintaining an adequate water supply, (iv) paying for all permits, consents prior to the start of the Services, (v) all fees and costs associated with third-party subcontractors, consultants or experts necessary to perform the Services; (vi) providing Company reasonable access to the property. Client acknowledges and agrees that Company shall not be responsible for delays, costs and/or expenses incurred in connection with damages and/or repair to such items if such items were not conspicuously or incorrectly marked.

• Client shall indemnify, defend and hold harmless Company and its affiliates from and against any and all claims arising out of Client's breach of its warranties and responsibilities hereunder, for Client's breach of this Contract, any loss or damage to Company's property, equipment or material while stored on Client's property and/or injury to Company employees, subcontractors or agents while on Client's property.

7. Force Majeure. Company shall not be liable or responsible to Client for any failure or delay in performance if related to acts beyond Company's reasonable control, including: acts of God, flood, fires, severe weather conditions (including blizzard conditions), governmental actions, orders or laws, labor strikes, shortages, stoppages or slowdowns or other disturbances, epidemic, pandemic or similar infection, supply shortages or delays, shortage of transportation facilities or other similar events beyond the reasonable control of Company.

8. Limitation of Liability. IN NO EVENT SHALL COMPANY OR ITS SUBCONTRACTORS BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF OPPORTUNITY, REVENUE, PROFITS OR CAPITAL OR BUSINESS INTERRUPTION COSTS UNDER THIS CONTRACT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY EXCEED THE LESSER OF (I) THE TOTAL FEES PAID BY CLIENT HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY AND (II) \$50,000.

- **9. Photography.** Client acknowledges and consents to Company, at Company's sole cost and expense, photographing and/or Videotaping the property on which the Services were provided for use And reproduction in Company's training, promotional, commercial, advertising and marketing materials, including but not limited to display on its website, social media platforms, brochures and other printed and digital materials. Client further agrees that, in no event, shall Company be liable to Client for any fees, royalties, special credits, or other RENUMERATION OR compensation in connection with such use. Company will not disclose the location or Client's name or other personal information without obtaining Client's prior consent.

10. Governing Law; Venue. This Contract shall be governed by the law of the state where the Services are being performed, notwithstanding such state's conflicts of law principles. All disputes arising under this Contract shall be brought before a single arbitrator of the American Arbitration Association ("AAA"), with the arbitration to be held within a 20 mile radius of where the project is located. The arbitrator shall be selected by application of the rules of the AAA. No party shall challenge the jurisdiction or venue provisions as provided herein.

11. Miscellaneous. No modification or waiver of any of the terms of this Contract shall be valid unless in writing and signed by the parties. The failure of a party to insist on compliance with any of the terms hereunder by the other party shall not be deemed a waiver of that or any other term, nor shall any waiver of any right be deemed a waiver of that right for all or any other times. Company may assign or subcontract this Contract or any portion thereof at any time without the consent of Client. Company's relationship to Client is that of an independent contractor and nothing herein shall create a partnership, agency, joint venture or employment relationship.

Payment Terms:

THIS QUOTE IS VALID FOR 30 DAYS

Arbor Care Specialists will invoice the work as completed. All additional work/repairs will be billed as time & materials. All invoices are due upon receipt and subject to Arbor Care Specialists Terms.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Mariani Enterprises LLC DBA Arbor Care Specialists</p> <p>Authorized Signature: _____</p> <p>Estimator: Scanlon</p>
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FRESH MTN. Lawns & Irrigation

500 Homestead Dr.

Edwards CO, 81632

Alex D. Koran

(970) 390-5859 cell

Lawn Care Management Proposal

Property: Confluence at Two Rivers Metro District

Address: Two Rivers

City/State/Zip: Dotsero, CO 81637

Date: 1-5-2026

Fresh Mtn. Lawns & Irrigation has provided the following proposal for Confluence at Two Rivers Metro District for a Lawn Care Maintenance Program for the 2026 season. If you have any questions, please feel free to contact me at the number above.

SPRING CLEANUP:

Cost: Included in Total Amount

Spring cleanup preparation and duties to include: All leaves, pine needles, pine cones and miscellaneous debris will be collected and removed from property, aeration of lawn, proper sweeping and blowing of all driveways and sidewalks.

WEEKLY GROUNDS MAINTENANCE:

Cost: \$175.00 weekly

Weekly lawn mowing and maintenance of entire property to start May 1st through September 30th. Weekly ground maintenance to include: Lawn mowing of entire property, edging and weed eating of all sidewalks and driveways, cleanup of pine needles, pine cones, and suckers, cleanup of sidewalks and driveways, weekly maintenance and up keep of irrigation system.

FERTILIZER & WEED PROGRAM:

Cost: \$600.00

Three Fertilizer Applications: May, July, September. Fertilizer will consist of a mix of slow release and quick release nitrogen as well as Iron for quick green up. Spot spaying of broadleaf weeds will be done as needed.

COMPLETE MAINTENANCE OF IRRIGATION SYSTEM:

1. IRRIGATION STARTUP AND AUDIT:

Cost: \$150.00

Irrigation startup consists of turning on the system and checking all heads, nozzles, and valves. An irrigation audit will be performed to make sure there is head to head coverage and the system is functioning to its full capabilities.

2. IRRIGATION BLOW OUT AND WINTERIZATION:

Cost: \$150.00

Winterization will consist of blowing out the system with an air compressor to make sure no water is left in the lines that could cause breaks in the line for the next season. Any repairs that need to be made to heads, nozzles, and valves will be done to prepare the system for the upcoming spring season.

3. IRRIGATION REPAIR:

Cost: \$65.00 per hour

Plus Costs of Parts

Repairs will need to be made throughout the growing season to irrigation heads, nozzles, and valves to keep the irrigation system performing to its full capabilities.

FALL CLEANUP:

Included in Total Amount

Fall Clean-up preparations and duties to include: All leaves, pine needles, pine cones and miscellaneous debris will be collected and removed from property, aeration of lawn, pruning and maintenance of trees, proper sweeping and blowing of all driveways and sidewalks.

GENERAL LABOR:

\$50.00 per hour

Miscellaneous Labor: Mulching, planting flowers, tree planting, power raking, etc...

TOTAL ANNUAL COST \$5,150.00

MONTHLY BILLING

MAY TOTAL COST: \$1,250.00

JUNE TOTAL COST: \$700.00

JULY TOTAL COST: \$1,075.00

AUGUST TOTAL COST: \$700.00

SEPTEMBER TOTAL COST: \$1,425.00

Total Annual Cost: \$5,150.00

	C	D	E	F	G	H	I	J
91	CONFLUENCE AT TWO RIVERS COMMUNITY ASSOCIATION							
92	Balance Sheet							
93								
94	ASSETS	12/31/25			2/28/26			
95	Current Assets:							
96	Bank Account- Operating	9,660			2,375			
97	Bank Account- Reserve	0			3,713			
99	Total Cash in Bank	9,660			6,088			
100								
101	Accounts Receivable	2,875			0			
102	Other Receivables	0			0			
103	Allowance for Doubtful Accounts	0			0			
104	Prepays	1,508			1,234			
105	Due From (To) Reserve Fund	(89)			(637)			
107	TOTAL ASSETS	13,955			6,685			
108								
109	LIABILITIES & FUND EQUITY							
110	Liabilities:							
111	Accounts Payable	8,194			4,919			
112	Deferred Revenue	4,412			441			
114	Total Liabilities	12,606			5,360			
115								
116	Fund Equity							
117	Working Capital Reserve	2,828			3,710			
118	Fund Balance	(1,479)			(2,386)			
120	Total Fund Equity	1,349			1,324			
121								
122	Total Liabilities & Fund Equity	13,955			6,685			
	No assurance is provided on these financial statements;	=			=			
123	substantially all disclosures required by GAAP omitted.							

	C	D	E	F	G	H	I	J	K	L	M
2	CONFLUENCE AT TWO RIVERS COMMUNITY ASSOCIATION										
3	STATEMENT OF REVENUES, EXPENDITURES AND CHANGED IN FUND BALANCE										
4	BUDGET, ACTUAL AND FORECAST FOR THE PERIODS INDICATED										
5											Printed:
6											
7		Cal Yr	Broken out		Cal Yr	Variance	Cal Yr	2 Mo	2 Mo	Variance	Cal Yr
8		2025	2026		2026	Favorable	2026	Ended	Ended	Favorable	2027
9		Actuals	Approved		Approved	(Unfavor)	Forecast	02/28/26	02/28/26	(Unfavor)	Prelim
10			Budget		Budget			Actual	Budget		Budget
11			1st Half	2nd Half							
11	Properties	8	30	46	46	-	46				46
13	Operating Assessments per Property Per Month	\$ 128.72	\$ 133.87	\$ 133.87	\$ 133.87		\$ 133.87				\$ 139.22
14	Replacement Assessments per Property Per Month	\$ 12.68	\$ 13.19	\$ 13.19	\$ 13.19		\$ 13.19				\$ 13.71
15							0%				
16	Revenues										
17	Operating Assessments	797	14,726	32,664	47,390		47,390	4,935	4,765	171	76,851
18	Reserve Assessments	89	1,662	3,218	4,879		4,879	548	529	19	7,571
19	Declarant Deficit Assessment	5,000	2,500	2,500	5,000	-	5,000	0	0	0	0
20	Late Fees and Other Income	0	0	0	0	-	0	0	0	0	844
21	Interest Income	0	0	0	0	-	0	3	0	3	0
22	Title Prep Fees	2,000	4,620	3,360	7,980	-	7,980	630	1,330	(700)	441
23	Total Revenues	7,886	23,507	41,742	65,249	0	65,249	6,117	6,624	(507)	85,707
24											
25	General and Admin Expenditures										
26	Community Assn Mgmt/Accounting/Admin	7,915	12,600	12,600	25,200	-	25,200	2,884	4,200	1,316	26,208
27	Covenant Enforcement (Incl in MD Cost Reimb)	0	0	0	0	-	0	0	0	0	0
28	Legal	0	0	500	500	-	500	0	0	0	520
29	Monthly Assessment Billings	0	117	342	459	-	459	0	0	0	477
30	Insurance	137	825	1,075	1,900	-	1,900	274	317	43	1,976
31	Office Expenses and Misc.	63	250	500	750	-	750	627	125	(502)	780
32	Website	0	0	500	500	-	500	0	83		520
33	Bank Fees	0	0	0	0	-	84	14	0		87
34	Metro District Cost Reimbursement	0	0	8,689	8,689	-	8,689	0	0	0	9,037
35	Contingency	0	0	0	0	-	0	0	0	0	0
37	Total General & Admin Expenditures	8,115	13,792	24,206	37,998	0	38,082	3,799	4,725	857	39,606
38											
39	Operating Expenditures										
40	Landscaping & Irrigation	0	1,333	3,467	4,800	-	4,800	0	0	0	4,992
41	Weeding & Fertilization Program	0	813	813	1,625	-	1,625	0	0	0	1,690
42	Pest Control	0	0	0	0	-	0	0	0	0	0
43	Snow Removal	945	3,780	1,075	4,855		4,855	1,890	1,618	(272)	5,049
44	Repairs and Maintenance	0	1,000	1,000	2,000	-	2,000	0	0	0	2,080
45	Road/Parking Maintenance Expense	0	0	0	0	-	0	0	0	0	0
46	Trash	216	3,481	4,526	8,007		8,007	787	667	(120)	8,327
47	Water - Irrigation	0	452	452	903		903	0	0	0	939
48	Electricity - Irrigation	0	180	180	360		360	0	0	0	374
49	Community Picnic/Events	0	0	500	500	-	500	0	0	0	520
50	Contingency	0	1,104	1,201	2,305	-	2,305	0	0	0	2,397
52	Total Operating Expenses	1,161	12,143	13,212	25,355	0	25,355	2,677	2,286	(391)	26,369
53											
54	Total Expenditures	9,276	25,935	37,419	63,353	0	63,437	6,475	7,011	466	65,975
55											
56	Revenue Over (Under) Expenditures	(1,390)	(2,427)	4,323	1,895	0	1,811	(359)	(387)	(42)	19,732
57											
58	Beginning Fund Balance	0	165	(3,924)	165	(1,643)	(1,479)	(1,479)	165	(1,643)	(4,547)
59	Cap Reserve (xfer)	(89)	(1,662)	(3,218)	(4,879)	0	(4,879)	(548)	(813)	265	(7,571)
60											
61	Ending Fund Balance	(1,479)	(3,924)	(2,819)	(2,819)	(1,643)	(4,547)	(2,386)	(1,035)	(1,420)	7,615
62	No assurance is provided on these financial statements;										
63	substantially all disclosures required by GAAP omitted.										