

**UNANIMOUS WRITTEN CONSENT OF  
EXECUTIVE BOARD WITHOUT A MEETING**

**ROCKY PEAK VILLAGE OWNERS ASSOCIATION**

The undersigned, constituting all of the members of the Executive Board of Rocky Peak Village Owners Association, a Colorado nonprofit corporation ("Association"), hereby waives notice of meeting of the Executive Board of the Association, and pursuant to the Colorado Nonprofit corporation Act and the Bylaws of the Association, unanimously consents to, approves and adopts the following resolutions:

**RESOLVED**, that the Executive Board of the Association hereby approves amending Section 5 of the Association's Rules and Regulations to remove the restriction that Owners are prohibited from parking cars in their driveways. Owners may now park cars in either their driveway or garage. Vehicles other than cars shall only be parked in garages unless approved in advance by the Association. The amended Rules and Regulations, in the form attached hereto are approved and accepted.

This Unanimous Written Consent is executed by the undersigned in accordance with Article 2.2(b) and 2.10 of the Bylaws of the Association, and in accordance with applicable Colorado law, with the intention that this Unanimous Written Consent shall have the same force and effect as a unanimous vote of the Executive Board of the Association at a duly called and constituted meeting of the Executive Board of the Association.

The foregoing resolution is adopted as of May 2, 2013, notwithstanding the actual date of signing. This instrument may be executed in counterparts and transmitted by facsimile or similar means.

\_\_\_\_\_  
Peter A. Kreissig

\_\_\_\_\_  
John Gradle

**RULES AND REGULATIONS  
OF  
ROCKY PEAK VILLAGE OWNERS ASSOCIATION**

**THE ROCKY PEAK VILLAGE OWNERS ASSOCIATION**, a Colorado nonprofit corporation (the "Association") by virtue of authority provided in Section 6.6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Rocky Peak Village, a residential planned community, recorded at Reception No. 692473, Routt County, Colorado real property records (hereinafter called the "Declaration"), and in the Articles of Incorporation and Bylaws of the Association and as authorized by Section 38-33.3-302 1(a) of the Colorado Common Interest Ownership Act, does hereby publish and declare the following as rules and regulations respecting the Units, Exterior Maintenance Area and Common Areas described in the Declaration.

**1. Purpose.** These Rules and Regulations are made for the purpose of promoting the best interests of Owners and occupants of Units, to protect and enhance the property values of the Units and the Project, to protect persons and property against injury or damage, and in general to promote the health, safety, morals and general welfare of the Owners and occupants of Units.

**2. Definitions; Applicability.**

**A.** Throughout these rules and regulations, capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration and the Articles of Incorporation, Bylaws and Policies of the Association.

**B.** This instrument shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration, Articles of Incorporation, Bylaws and Policies, which shall control in the event of any inconsistency with the provisions of this instrument.

**C.** Each Owner of a Unit is responsible and liable for the acts or omissions of such Owner's tenants, guests, agents and invitees respecting compliance with these Rules and Regulations, the Declaration and the Articles of Incorporation, Bylaws and Policies of the Association. The Association or its manager or Managing Agent will make reasonable efforts to warn Owners, tenants and guests of Units of infractions of these Rules and Regulations, but failure to so warn shall not be an excuse for or defense of such infraction. The Declaration provides that, where the Declaration, Articles, Bylaws or Policies of the Association, or these Rules and Regulations provide for fines in favor of the Association for violations, the failure by an Owner or his guests, or tenants or invitees of a Unit to comply with such the Declaration, Articles, Bylaws, Policies or Rules and Regulations shall cause, at the option of the Association and on notice to the Owner and after an opportunity for hearing, such fines to be levied and to constitute a Default Assessment against such Owner's Unit, for which the Association shall have a lien and collection rights specified in Section 10.13 of the Declaration. Therefore, in all cases, an Owner IS LIABLE FOR ALL FINES FOR VIOLATIONS OF THESE RULES AND REGULATIONS BY SUCH OWNER AND BY THE GUESTS, TENANTS AND INVITEES OF SUCH OWNER. The Association reserves all remedies for collection of such fines as are specified in Article 10 of the Declaration, including foreclosure of the lien therefor against an

Owner's Unit.

**D.** The Association may, pursuant to the Declaration, adopt additional Rules or Regulations and Policies whether like or unlike this instrument, which regulate and apply to the Project.

**E.** The Association may, pursuant to the Declaration, amend or delete any of these Rules and Regulations.

**3. Designated Owners; Tenants and Guests of Units.**

**A.** Each Owner shall designate one person who is authorized to act on behalf of such Owner with respect to matters involving the Association, the Project and the Owner's Unit. Each Owner shall designate such a representative by written notice to the Association, and any such designation shall remain in effect until changed by the Owner of the designated Unit. The Association is authorized to communicate with and provide information to the designated representative of an Owner with respect to any matters involving the Project or the Association. If an Owner fails to designate a representative, the Association shall be entitled to treat any Owner of the Unit registered with the Association pursuant to Section 4.6 of the Declaration, or if none, any Owner of the Unit as indicated in the records of the Routt County Assessor's office, as the designated representative for the Unit. Nothing herein shall prevent or restrict the Association from dealing directly with tenants or occupants of Units.

**B.** Each Owner shall be obligated to provide a copy of these Rules and Regulations to each of such Owner's tenants or other occupants of such Owner's Unit. If an Owner executes a rental management agreement respecting his Unit, the Owner shall promptly notify the Association of such fact and the name and address of the rental management agent.

**4. General Rules and Regulations.**

**A.** Owners and occupants of Units shall not play or allow to be played any musical instrument, radio, TV, tape recorder, video game, pinball machine, stereo or other sound-producing equipment, whether within or outside of any Unit, at a level that would disturb or annoy other Owners, occupants or tenants of any of the other Units. Speakers shall not be mounted on common walls. In the event that noise levels from a Unit interfere with the quiet enjoyment of other Owners, the Owners of the Unit producing the noise shall be required, at the request of the Association, to construct sound barriers adequate to mitigate the noise levels.

**B.** The toilets and sewage disposal apparatus shall not be used for any purpose other than for disposal of human waste, and no sweepings, rubbish, rags, papers, ashes, construction material, diapers, sanitary pads or other similar items or substances shall be thrown therein. Any damage to the property of others, including the Common Areas or property of the Association, resulting from misuse of such sewage disposal facilities shall be the liability of the Owner responsible.

**C.** No trash or objects shall be thrown or tossed by any Owner, occupant,

tenant, guest, or invitee of a Unit off of or out of a window or door or deck or patio of the Building onto the Common Area or adjacent property. Nothing shall be placed, stored on or hung outside of a Unit on the exterior of the Unit or from the balcony of such Unit which is not hidden entirely from view by pedestrians by the balcony railing, without the prior written consent of the Association. Except as specifically permitted pursuant to C.R.S. 38-33.3-106.5, no signs, posters or advertisements of any kind shall be placed on the interior surface of any windows or doors of any Unit or upon the outside building walls immediately adjacent to any Unit without the prior written approval of the Association. No spotlights shall be directed from the interior of any Unit out the windows or doors of such Unit.

**D.** Except as otherwise approved by the Executive Board, pets, other than dogs, cats, tropical fish and exotic birds in cages, shall not be allowed or kept in any Unit provided that an Owner may keep no more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat in their Unit. Occupants of Units other than the Owner or Owner's guests of such Unit shall not be allowed to keep dogs and/or cats. No commercial breeding of pets or animals shall be permitted. All pets shall be kept under control by the Owner at all times and shall not be permitted to run at large within the Project. Owner shall be responsible for cleaning any and all waste and messes created by such Owner's pet within the Project and shall be responsible for any and all damage to property within the Project caused by such Owner's pet. Continuous barking by dogs or other disturbances by pets which disturbs other Owners, tenants, guests and invitees shall not be permitted. Pets shall not be left unattended on porches or decks. Each Owner indemnifies and holds harmless the Association against any loss, claim or liability of any kind or character arising from the privilege of having a pet in or upon the Project. If an Owner, Occupant, tenant, guest or invitee violates the above provision regarding pets, the Owner shall be liable to the Association for fines as a Default Assessment as provided in Article 10.7 of the Declaration, in addition, an Owner shall be responsible for any specific costs incurred by the Association or other Unit Owners to clean, restore or repair damage caused by an Owner's pet(s) and such costs shall also be assessed as a Default Assessment. In the event that an Owner is fined three times, the offending pet will no longer be permitted within the Project and the Owner will be required to remove the pet from the Project.

**E.** Trash and refuse shall not be stored or kept on the Common Areas or outside of any Unit except in trash collection containers supplied and maintained by or approved by the Association. Each Owner, occupant, tenant, and guest of a Unit is responsible for placing trash and refuse in tied plastic bags in the trash collection containers provided or approved by the Association for such Unit, or removing such trash and refuse from the Common Areas or outside of any Unit. Trash collection containers shall be stored in a Unit Owner's garage and only placed outside on the day of the scheduled trash pick-up. Emptied trash collection containers shall be moved into an Owners garage no later than the evening of the day of the scheduled trash pick-up. No flammable substance shall be stored on any deck, patio or balcony or in any garage.

**F.** Water shall not be left running from any faucet for any unreasonable or unnecessary length of time, except as necessary for irrigation of lawns and landscaping on the Common Areas or the Exterior Maintenance Area.

**G.** No person shall interfere in any manner with any portion of any common heating, ventilation or air conditioning systems of the building, or exterior lighting of the building.

**H.** No antennae, aerial, or satellite dish shall be installed by Owners or occupants or tenants on or upon the Unit, Building or Project, unless approved in advance by the Association. Any such antenna, aerial or satellite dish erected on a Unit without the prior written consent of the Association or hidden behind a balcony railing may be removed by the Association without notice.

**I.** Unless the Association gives advance written consent in each and every instance, Owners and occupants shall not use or permit to be brought into any Unit or onto the Common Areas any hazardous substance, as such term is defined by CERCLA or RCRA or implementing regulations.

**J.** No fences shall be installed by Owners or occupants or tenants on or upon the Unit. If an Owner, occupant or tenant violates this provision, the Owner shall be liable to the Association for fines of \$100 per day until the Owner removes such fence.

**5. Parking Regulations.**

**A.** Owners, occupants, tenants and their guest shall park their cars within the garage or driveway appurtenant to such Owner's Unit. All boats, campers, trailers, semi-trailers, tractors, RVs, snowmobiles, motorcycles, ATVs or other vehicles shall be parked only within the garage appurtenant to such Owner or occupant's Unit unless approved in advance in each instance by the Association. No vehicles shall be parked on a shared driveway in a manner that shall impede access to another Owner's Unit.

**B.** No vehicle shall be parked on Willet Heights Trail. During winter months, the Association or its Managing Agent may impose reasonable limitations or restrictions on hours of parking within the Project, including the driveways and the Exterior Maintenance Area, in order to facilitate and accommodate snow removal. The Association reserves the right to remove vehicles improperly parked or left at the expense of the vehicle's Owner.

**6. Hot Tubs.** No hot tub shall be installed, modified or replaced on a Unit's deck or patio without the advance written approval of the Association. The Association may specify the color, appearance and screen necessary for the hot tub as a condition of approval.

**7. Blinds, Outside Furniture.** The Association may from time to time establish specifications for window blinds and outside furniture. As of the date of adoption of these Rules and Regulations, no such specifications have been adopted.

**8. Fines.** For each and every violation or infraction of any rule or regulation specified herein, the fine which may be assessed by the Association and the manner of giving notice and an opportunity to be heard shall be as provided for in the Association's Policy regarding Enforcement of Covenants and Rules and Regulation, as amended. The current fine

schedule as provided in the Policies, which shall be subject to change pursuant to an amendment to such Policies or these Rules and Regulations, is all follows:

1. First violation---Warning Letter
2. Second violation of same rule or provision of the Declaration---\$100.00
3. Third violation of the same rule or provision of the Declaration---\$200.00

Where the violation or infraction is a continuing one, the continuation thereof for each day shall be deemed a separate and distinct violation and infraction resulting in a separate fine of \$100.00, commencing on the date of commencement of such violation and increasing to \$200.00 per day if such violation or infraction does not cease within ten (10) days following commencement. The Association shall promptly notify the Owner of a Unit in writing of the assessment of any fine, and such assessment shall be promptly paid by such Owner. The Association shall have a lien upon the Unit of the Owner who, or whose tenants, guests or invitees, violated any such Rule or Regulation and the Association may foreclose such lien, all in the manner as described in the Governing Documents and/or the Association's Collection Policy.

These Rules and Regulations supersede and replace all Rules and Regulations of the Association with respect to the Units which were adopted and were effective prior to this date.

**ATTEST:** Certified to be the Rules and Regulations adopted by the Executive Board of the Rocky Peak Village Owners Association dated May 2, 2013.

**ROCKY PEAK VILLAGE OWNERS  
ASSOCIATION**

By: \_\_\_\_\_  
Peter A. Kreissig, Secretary