

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

THE ROCKY PEAK VILLAGE II OWNERS ASSOCIATION, a Colorado nonprofit corporation (the "Association") by virtue of authority provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Rocky Peak Village II recorded at Reception No. _____ of the Routt County records (hereinafter called the "Declaration"), and in the Articles of Incorporation, Bylaws and Policies of the Association, does hereby publish and declare the following as rules and regulations respecting the Planned Community known as Rocky Peak Village II, including all Lots, Common Property and all other property located within Rocky Peak Village II.

1. Purpose. These rules and regulations are made pursuant to Article 4, Section 6 of the Declaration for the purpose of promoting the best interests of Owners and occupants of Lots, to protect and enhance the property values of Rocky Peak Village II, to protect persons and property against injury or damage, and in general to promote the health, safety and general welfare of the Owners and occupants of Lots.

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 articles of incorporation and bylaws 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 and bylaws, which shall control in the event of any inconsistency with the provisions of this instrument.

C. Each Owner of a Lot 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 and the Declaration, articles of incorporation and bylaws. The Association or its manager or managing agent will make reasonable efforts to warn Owners, tenants, guests, agents and invitees of Lots 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 provide that, where these Rules and Regulations provide for fines in favor of the Association for specific violations, the failure by an Owner or his guests, or tenants or invitees of a Lot to comply with such applicable Rules and Regulations shall cause, at the option of the Association and on notice to the Owner and after opportunity for hearing, such fines to be levied and to constitute a special Common expense assessment against such Owner's Lot, for which the Association shall have a lien and collection rights specified in Article 5 Section 9 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 5 of the Declaration, including foreclosure of the lien therefor against an Owner's Lot.

D. All provisions of these rules and regulations apply to the Lots and to the Owners, occupants, guests, tenants and invitees thereof and to all other property within Rocky Peak Village II, including all the Common Property.

E. The Association may, pursuant to the Declaration, adopt additional rules or regulations, whether like or unlike this instrument, which regulate and apply to the Lots and/or Common Property.

F. The Association may, pursuant to the Declaration, amend or delete any of these rules and regulations.

3. Tenants of Lots. Each Owner that rents its Lot should advise the Association or its manager or managing agent in writing of such fact, so that the Association may make these rules and regulations available to the tenant.

4. Fines. For each and every violation or infraction of any rule or regulation specified now or hereafter adopted by the Association or for violation of any provision of the Declaration or the Association's Articles of Incorporation or Bylaws, the fine which may be assessed by the Association on written notice to the Owner shall be \$200.00, and where a 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 \$200.00, commencing on the date of commencement of such violation and increasing to \$500.00 per day if such violation or infraction does not cease within ten (10) days following notice of such violation from the Association to the Owner of the Lot responsible for such violation. The Association shall promptly notify the Owner of a Lot 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 Lot of the Owner who, or whose tenants, guests or invitees, violated any such rule or regulation, to secure payment of fines assessed to such Lot, and the Association may foreclose such lien, all in the manner and as described in the Declaration.

These rules and regulations supersede and replace all rules and regulations of the Association with respect to the Lots, which were adopted and were effective prior to this date.

DATED: _____.

**ROCKY PEAK VILLAGE II
OWNERS ASSOCIATION**

By: _____
Peter Kreissig, President