

AFTER RECORDING RETURN TO:  
 Altitude Community Law P.C.  
 555 Zang St., Suite 100  
 Lakewood, CO 80228

**LIMITED AMENDMENT  
 TO THE AMENDED AND RESTATED DECLARATION OF  
 COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
 FOR THE VILLAGE AT PEREGRINE**

THIS AMENDMENT is made this 19<sup>th</sup> day of January, 2022

**RECITALS**

A. Lifestyle Builders, Inc., a Colorado corporation created The Village at Peregrine Homeowners Association, Inc. (the "Community") by recording that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Peregrine, recorded in the real property records of El Paso County, Colorado at Reception No. 097003188 on January 9, 1997. The Owners did vote and amend the Declaration with the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Peregrine recorded February 28, 2017 at Reception No. 217023269 (referred to collectively as the "Original Declaration").

B. The Original Declaration provides for and allows for this Limited Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Peregrine (the "Amendment") in Article 13, Section 13.3, which provides:

Amendment of Declaration by Members. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members with at least sixty-seven percent of the voting power of this Association, in accordance with the requirements of Section 217 of the Colorado Common Interest Ownership Act, Section 38-33.3-217, Colorado Revised Statutes.

C. All Owners are aware of the provisions of the Original Declaration allowing for amendment by virtue of the record notice of the Original Declaration, by acts and disclosures, or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to make various changes including changes to clarify the maintenance responsibilities for Owners of Lots and Association.

F. The undersigned, being the President and Secretary of the Association, hereby certify that Owners representing at least 67% of the Association has provided the written approval.

G. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

(a) **Amendment. Article 5, Section 5.9 of the Declaration is hereby deleted in its entirety and replaced with the following:**

Landscaping. Owners wishing to add or modify Landscaping on the property shall do so only after prior written approval of the Architectural Review Committee pursuant to Article 6. The Owner shall be responsible for maintenance/repair of any landscape so added or modified after approval, that is in excess of that previously provided.

(b) **Amendment. Article 8 Section 8.2 is hereby deleted in its entirety and replaced with the following:**

- a. Duty to Manage and Care for Property. The Association shall manage, operate, care for, maintain and repair all Common Area and keep the same in an attractive and desirable condition for the use and enjoyment of the Members.
- b. The Association shall maintain Landscaped area within Lots owned by the Owners of the Lots limited to providing mowing, line trimming, edge trimming, irrigation, irrigation repair, lawn and tree fertilizing, tree spraying, weed control of lawn and rock areas, snow removal on driveways & walkways, surfactant application and seasonal all community task (such as spring/fall cleanup).
- c. Replacement of landscaping, unless damaged by the Association, will be required by the Owners. All other maintenance or repair and replacement on or within private lots (such as dog run areas (see 4.10)) xeriscaping, tree and shrub trimming, tree removal, drainage, retaining wall repair, fire mitigation, landscape edging, tree rings, flower gardens) is the responsibility of the Lot Owner. Any watering/irrigation deemed necessary by the Lot Owner over and above that provided by the Association irrigation system is the responsibility of the Owner using household water.
- d. Owner maintenance/repair that could be considered an improvement shall require advance approval of the Architectural Review Committee. In case of dispute as to responsibility for a given

maintenance item, the board shall have sole authority for responsibility determination.

- e. The foregoing maintenance obligation over the Lot does not extend to restoring damaged landscape to its original condition if the damage was caused by the Owner or a Related User as set forth in Section 9.3.
- f. The Association shall maintain all private roads.
- g. Owners may choose to work on landscaping on their Lot. Should Owners choose to complete work which is the obligation of the Association there are no offsets for the work completed. There shall be no abatement or reduction in the assessment amount for such Common Expenses if the services described herein are not provided to a specific Owner or Lot due to the Owner choosing to do said landscaping.

(c) **Restatement. Article 10, Sections 10.9(a) is amended to add:**

such as landscape repair, drainage repair, repair/replacement of landscape edging, tree rings, flower gardens, fire mitigation.

(d) **Restatement. Article 12, Section 12.2 is hereby deleted in its entirety and restated as follows:**

Association Easement. An easement to perform its inspection, maintenance, or other rights or obligations pursuant to this Declaration is hereby granted to the Association, its officers, agents, employees and assigns, upon, across, over, in and under the Community Area, together with the right to make such use of the Community Area and to enter upon any and all Lots as may be necessary or appropriate in carrying out such inspection, maintenance, or other rights or obligations.

II. **No Other Amendments.** Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

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

**THE VILLAGE AT PEREGRINE  
HOMEOWNERS ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By: Linda A. Heming  
President

By: Denise Leccese  
Secretary

STATE OF COLORADO )

) ss.

COUNTY OF El Paso )

The foregoing was acknowledged before me this 19<sup>th</sup> day of January 2022, by Linda Heming, as President of The Village at Peregrine Homeowners Association, Inc., a Colorado nonprofit corporation.

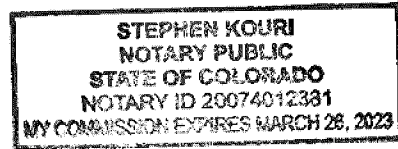
Witness my hand and official seal.  
My commission expires: 26 March 2023.

Stephen Kouri  
Notary Public

STATE OF COLORADO )

) ss.

COUNTY OF El Paso )



The foregoing was acknowledged before me this 19<sup>th</sup> day of January 2022, by Denise Leccese, as Secretary of The Village at Peregrine Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: 26 March 2023.

Stephen Kouri  
Notary Public

