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1989 OCT 16 AM 9:18

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK PAGE
5677 793

SUPPLEMENT TO PROTECTIVE COVENANTS
FOR
PEREGRINE

10⁰⁰

SECURITY TITLE

E-35785

On January 5, 1988, Peregrine Joint Venture, a Colorado general partnership ("Peregrine"), executed Protective Covenants for Peregrine (the "Covenants"), which were recorded January 6, 1988, in Book 5462 at Page 500 of the records of El Paso County, Colorado. The undersigned wishes to annex additional real property to the Covenants. Consequently:

Pursuant to Section 312 of the Covenants, Peregrine Filing No. 4, as described on the plat recorded in the Plat Books of the Clerk and Recorder of El Paso County, Colorado, is hereby included as part of Peregrine and is subjected to all provisions of the Covenants, effective as of the date of the recording of this Supplement.

Dated this 5th day of October, 1989.

PEREGRINE JOINT VENTURE, a
Colorado general partnership

By: Vintage Communities, Inc., a
Colorado corporation, its
managing agent

Attest:

By Thelda Crandall
Thelda Crandall
Assistant Secretary

By C. Lewis Christensen
C. Lewis Christensen
President

[CORPORATE SEAL]

SELL

Approved this _____ day of _____, 1989.

VETERANS ADMINISTRATION

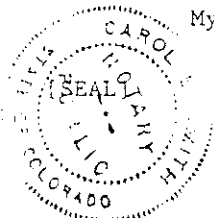
By _____

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 5th day of October, 1989 by C. Lewis Christensen as President and by Theida Crandall as Assistant Secretary of Vintage Communities, Inc., a Colorado corporation, managing agent for Peregrine Joint Venture, a Colorado general partnership.

Witness my hand and official seal.

My commission expires 6-17-90.



Carol E. Smith

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 198__ by _____ as _____ of the Veterans Administration.

Witness my hand and official seal.

My commission expires _____.

{SEAL}

Notary Public

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ARDIS W. SCHMITT
El Paso County Clerk & Recorder

500

Peregrine

Mr. Joe Reno
Veterans Administration
44 Union Boulevard
Denver, Colorado 80225

Dear Mr. Reno:

Peregrine/Colorado Springs
VA File No. PUD 1211/ASP 6905

In November 1987, the VA approved the Protective Covenants for Peregrine in connection with the approval of Peregrine Filing No. 1 and Peregrine Filing No. 2. Peregrine Joint Venture would like to include additional real property within the Peregrine Project to these Protective Covenants, pursuant to Section 312 of the Covenants.

Enclosed is a Supplement to Protective Covenants for Peregrine, adding the subdivision, Peregrine Filing No. 4, also known as Phase 11 of Filing No. 1, to the Protective Covenants recorded in Book 5462 at Page 500 of the records of El Paso County, Colorado. Inclusion of this subdivision is in accordance with the Master Plan for Peregrine previously approved by the City of Colorado Springs and the VA. Would you indicate VA approval of this addition by signing the original on behalf of the VA, returning it to me for recording with the Clerk and Recorder of El Paso County. If you have any questions concerning this addition, please contact Tom Taylor at 594-9260.

Also enclosed are the Supplemental Protective Covenants we intend to use for this subdivision. These Supplemental Protective Covenants establish the specific use restrictions, set-backs and other design parameters for the subdivision. Please acknowledge approval by the VA of the Supplemental Protective Covenants by signing the enclosed copy of this letter where indicated below, and returning it to us in the envelope provided.

Thank you for your cooperation.

Sincerely,

Peregrine Joint Venture

By: Vintage Communities, Inc., a
Colorado corporation, its managing
agent

By C. L. [Signature]

A Vintage Community
7710 North Union
Colorado Springs, CO 80920
(719) 531-9111

SECURITY TITLE

E-35785



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ADAM W. SCHMIDT
El Paso County Clerk & Recorder

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SUPPLEMENTAL PROTECTIVE COVENANTS

Peregrine Filing No. 4

These Supplemental Covenants are intended to supplement the Protective Covenants of Peregrine, recorded in Book 5462 at Page 500 in the records of El Paso County, Colorado. References to the "Covenants" refer to the above described recorded Covenants, as they may be later amended. Pursuant to Section 102(a) of the Covenants, the Property described below is hereby subjected to the following additional provisions:



SECURITY TITLE

E-35785

PROPERTY: Peregrine Filing No. 4, as recorded in Plat Book E-4 at Page 6, El Paso County, Colorado.

USES: All Lots and building sites in the Property shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Property shall be used or occupied for any purpose other than for a single family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any Lot or building site. This shall not prevent uses authorized under Section 402 of the Covenants.

BUILDING RESTRICTIONS:

- a. Setbacks. Specific building envelope restrictions for each Lot are defined on the approved development plan. All structures will be located within the defined building envelopes.
- b. Height. As permitted by PUD zoning without waiver or variance.
- c. Home Size. Minimum home size shall be no less than 2100 square feet; excluding garage, basement and any unfinished areas.
- d. Other. 150' of private drive off Woodmen Road is to be asphalt or concrete. Paving to be at a minimum width of 8' per lot.
- e. Other. Lots 1 & 2 will be responsible for maintenance of private drainage facilities.

MISCELLANEOUS PROVISIONS:

- a. Restricted Lots. The recorded plat restricts access from some Lots onto certain specified streets. (These are called "Restricted Lots"). All persons or entities having any interest in any

A Vintage Community
7710 North Union
Colorado Springs, CO 80920
(719) 531-9111

All persons or entities having any interest in any of the Restricted Lots are required to and shall arrange and maintain any drives, dwellings or other structures so that ingress and egress to and from their Lots is in compliance with the restrictions shown on the recorded plat and the approved development plan.

b. Resubdivision. No more than one dwelling shall be erected or maintained within any Lot or the combination of two or more Lots or portions thereof (unless approved by the Architectural Committee). No Lot may be subdivided into two or more Lots.

c. Antennas. No aerial, satellite dish, antenna or other device for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building nor shall they be maintained at any other exterior location so as to be visible from neighboring property or adjacent streets.

d. Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

e. Pets. Domesticated birds or fish and other small domestic animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than two domesticated dogs or cats (which must be fenced or restrained at all times within the Lot), will be permitted within the Property. No animal of any kind shall be permitted which in the opinion of the Architectural Committee makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Property for any commercial purposes.

f. Fences. Fences are strongly discouraged. Upon a showing of demonstrated need, the Architectural Control Committee may approve certain fencing, but only if it is in strict compliance with the Design Guidelines.

g. Common Driveways. The approved development plan shows some Lots served by common driveways. The Lots directly served by the common driveway will have an easement for use of the designated driveway. If one Lot installs the driveway before the other Lot is ready, the owner of the second Lot will pay to the owner of the first Lot its fair share of the cost of the driveway (as

determined by the Architectural Committee), together with interest at the rate of 12 percent per annum, or such other rate as may be established by the Architectural Committee. This payment will be in cash at the time a building permit for the second Lot is issued. The Architectural Committee may approve alternative access to Lots with common driveways if it determines such alternative access is appropriate. Any such determination will be in writing and must be properly recorded in the real estate records of El Paso County, Colorado by the Lot owner prior to commencing construction activity on the Lot involved.


GENERAL PROVISIONS:

- a. Term. The same period as set forth in the Covenants.
- b. Enforcement. As set forth in the Covenants. Additionally, for any monetary amounts due, the Homeowner Association may file suit in the County or District Courts against the legal or equitable owner alleged to owe the money. Suit shall be maintained in the County or District Court of El Paso County, Colorado.
- c. Modification. As set forth in the Covenants.

DATED: October 5, 1989

PEREGRINE JOINT VENTURE, a Colorado
general partnership

By: Vintage Communities, Inc., a
Colorado corporation, its
managing agent

By: 
C. Lewis Christensen
President

01867828

1989 OCT 17 AM 10:57

ARDIS W. SCARF
El Paso County Clerk & Recorder

REQUEST FOR ELECTRIC HEAT WAIVER

5

Colorado Springs
Department of Utilities
Electric T&D Division
30 South Nevada Avenue
Colorado Springs, CO 80903

Date October 10, 1989

W.O.# 890692-01

Dear Sirs:

This is a request by Peregrine Joint Venture, c/o Mallon Devel. Co.
(Name of Developer)

at 3455 Briargate Blvd., Colorado Springs, CO 80920
(Address)

in regard to Peregrine Filing #4
(Subdivision Description)

_____ and all
properties therein, requesting that above described subdivision
be supplied by a normal electrical distribution system design
with a diversified demand at the distribution transformer of
3kVA per home by the Electric T&D Division of the Department
of Utilities, Colorado Springs, Colorado. As developers of
the above named subdivision, we are aware that this request
limits the electrical service available to the homebuilder
or ultimate consumer, and we acknowledge the fact that the
design of the Electric T&D Division is such that it eliminates
the use of electric space heating. We further acknowledge
that should space heating be required for projects in said
subdivision, we, developer and/or builder, must independently
find alternate energy sources for that purpose and that the
Electric T&D Division will not be held responsible for supplying
electric energy for electric space heating in the above subdivi-
sion. A copy of this request will be furnished in due course
to all builders or other individuals purchasing lots in said
subdivision.

SIGNED:

Representative of Developer:

Subscribed and sworn to me
before this _____ day of _____
_____ A.D. 19 _____
Notary: _____
My commission expires
_____, 19 _____

[Signature]
Agent for Peregrine Joint
Venture

Filed in the office of the
County Clerk _____, 19 _____

By: _____
(County Clerk)

Book # _____ Page # _____