

AFTER RECORDING RETURN TO:

HindmanSanchez P.C.  
5610 Ward Road, Suite 300  
Arvada, CO 80002  
Attn: TEH

AMENDMENT TO THE  
PROTECTIVE COVENANTS FOR PEREGRINE

THIS AMENDMENT is made this 26 day of August, 2015.

RECITALS

A. Vintage Communities, Inc., a Colorado corporation, created the Peregrine community ("Community") by recording Protective Covenants for Peregrine in the real property records of the County of El Paso, State of Colorado, at Reception No. 01658848 in Book 5462 at Page 500, on January 6, 1988, as amended and supplemented by documents of record (the "Covenants").

B. The Covenants provide for and allows for this Amendment to the Protective Covenants for Peregrine (the "Amendment") in Section 412, which provides as follows:

From time to time any one section of these Covenants (except Article III) may be amended or a new section may be added to these Covenants by an instrument signed and acknowledged by the holders of at least two-thirds of the votes of Members of the Association...

C. All Owners are aware of the provisions of the Covenants allowing for amendment, by virtue of the record notice of the Covenants, by acts and disclosures, newsletters 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 impose certain limitations on the leasing and use of Lots within the Community.

F. The undersigned, being the President and Secretary of the Association, hereby certify that Owners representing at least 2/3 of the votes of all Members of the Association have consented and agreed to this Amendment, as evidenced by the attached consent forms which are incorporated herein. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

NOW THEREFORE,

I. Amendments. The Covenants is hereby amended as follows:

(a) Addition. The following Section 102(i) is hereby added:

- (i) Leasing. Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to the restrictions of these Covenants, subject to restrictions of record and subject to the following:

(1) "Leasing" or "Renting" for the purposes of these Covenants, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of these Covenants, leasing shall not include the occupancy of the Lot by the child or parent of an Owner. For the purposes of these Covenants, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.

(2) Short term occupancies and rentals of less than 6 months, of Lots, including but not limited to transient, hotel, bed-and- breakfast or vacation-type rentals, shall be prohibited without prior written permission from the Association. Upon the expiration of any lease of at least 6 months, the Owner may thereafter extend that lease on a month-to-month basis. Subleasing, meaning the leasing or rental of a leased Lot from the tenant under the lease to another person, is prohibited.

(3) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the governing documents of the Association. Owners are required to provide tenants with copies of the current Covenants, Articles of Incorporation, Bylaws and any rules and regulations of the Association.

(4) Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, number and type of pets, and any other information reasonably requested by the Association or its agents.

(5) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(6) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the governing documents of the Association shall constitute a default of the occupancy, lease or rental agreement and of these Covenants and such default shall be enforceable by either the landlord or the Association, or by both of them.

(7) All occupancies or rentals of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Covenants, the Bylaws of the Association, the Articles of Incorporation or the rules and regulations of the Association.

If the Association requests that the Owner evict the Owner's tenant based on the

terms of these Covenants, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in- fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

(8) Leases shall be for or of the entire Lot.

(9) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(10) The Association shall have the authority to adopt rules and regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Covenants and as allowed by law.

(b) **Addition.** The following Section 102(j) is hereby added:

(j) **Prohibition of Marijuana and Illicit Drug Distribution and Growing.** Except for the growth of marijuana for personal use as permitted by Colorado law, no Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana, medical marijuana, hash oil, or any other illicit drugs. This prohibition may further be clarified by the Board of Directors through rules and regulations. Owners will be responsible for any damage resulting from a violation of this restriction. Further, no Owner or occupant of a Lot may engage in any activity or practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community, including but not limited to, hoarding, creating conditions conducive to indoor fires, allowing Lots to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Lots in the Community.

(c) **Addition.** The following Section 102(k) is hereby added:

(k) **Use of Lots.** All Lots within the Community shall be used only for those uses and/or purposes as allowed by local zoning, control and regulations. Occupancies may also be subject to any rules and regulations adopted by the Association. Except as provided in these Covenants, all Lots shall be used for residential purposes only as residential dwellings. Commercial and business uses with any adverse external effect on the nature, perception, operation or ambiance of the Community as a first class residential Community, as reasonably determined by the Board, are prohibited unless approved in writing by the Association, are specifically allowed by these Covenants or are allowed pursuant to restrictions of record and by local zoning ordinances and regulations.

