

The Peregrine Master Association, Inc.

INTRODUCTION	2
ASSOCIATION STRUCTURE	3
<i>Board of Directors / Board Meetings</i>	
ARCHITECTURAL REVIEW COMMITTEE	3-13
<i>Actions Required / General Information</i>	
<i>Plan Review / Landscape - Improvement</i>	
<i>Site Standards (Zoning, Setbacks, Size)</i>	
<i>Grading / Drainage / Erosion Control</i>	
<i>Driveways and Parking / Garage Doors</i>	
<i>Architectural Standards</i>	
<i>Exterior Materials / Roofing / Decks / Misc.</i>	
ARCHITECTURAL REVIEW / COMMON ITEMS	13-16
<i>Air Conditioning / Awnings, Patio Covers</i>	
<i>Exterior Lighting / Fencing</i>	
<i>Hot Tubs / Jacuzzi / Solar Equipment</i>	
<i>Painting / Repainting</i>	
<i>Play & Sports Equipment</i>	
<i>Swimming Pools / Wood Storage / Yard Ornaments</i>	
LANDSCAPING STANDARDS	16-18
<i>New Lawn / Existing Lawn / Guidelines</i>	
<i>Lawn Care / Landscape Maintenance</i>	
COMMON AREAS	19
<i>Association Responsibility/ Living With Wildlife</i>	
MAINTENANCE	19-21
<i>Association / Owner Responsibility</i>	
MISCELLANEOUS	21-23
<i>Nuisances, Bright Lights, Loud Noise</i>	
<i>Soliciting / Flyers / Advertisements</i>	
<i>Antennae / Satellite Dish / OTARD</i>	
<i>Trash / Mailboxes / Pest Control / Quiet Hours</i>	
<i>Home Business / Display of American Flag</i>	
<i>Sub-Associations Assessment Guidelines</i>	
PARKING & VEHICLES	24
<i>Overnight Parking / Vehicles, Parking</i>	
<i>Speed / Vehicles</i>	
PETS	25
<i>General / Owner Duties</i>	
INSURANCE	26
SIGNS & OTHER DISPLAYS	26
<i>For Sale / For Rent</i>	
<i>Security / Alarm Monitoring / Political</i>	
ENFORCEMENT PROCEDURES	26-29
<i>Violations / Notice / Fines</i>	
ASSESSMENTS / COLLECTIONS	29-32
GENERAL PROVISIONS	32
PROPERTY MANAGEMENT	33
ACCOUNTING	33

The Peregrine Master Association, Inc.
COMMUNITY STANDARDS
June 2010

**These Community Standards supersede any and all previous
Community Standards / Rules including:
Community Standards dated April 2007, October 2008 and
The Design Guidelines & Community Standards dated October 1998**

NOTE:

The governing documents of the Association are the Protective Covenants for The Peregrine Master Association Inc. recorded in Book 5462 at Page 500 of the El Paso County records (“PC’s”), the Articles of Incorporation, the Bylaws and these Community Standards herein after referred to as the governing documents. In the event of conflict between these documents the PC’s shall prevail followed by the Articles of Incorporation, then the Bylaws. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a home.

Please be reminded this document highlights many of the common issues that surface, but is by no means exhaustive. These Community Standards are not comprehensive and are intended to supplement and or enhance the PC’s and Bylaws. The Board may adopt individual Community Standards at particular times and amend these Community Standards from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the PC’s and the Bylaws. Copies of all governing documents are available from the Property Management Company.

INTRODUCTION

The Board of Directors (the “Board”) of The Peregrine Master Association, Inc. a Colorado non-profit corporation (the “Association”) is empowered by the Articles of Incorporation, Article III - Purposes, Section (c), Article IV – Additional Powers, Section (b) and the Colorado Common Interest Ownership Act in 38-33.3-302(i)(k) to adopt and enforce such Community Standards as it deems advisable for the operation, control, and clarification of the Articles of Incorporation, Bylaws and PC’s. The Board is publishing this booklet with two purposes in mind:

1. To provide a set of guidelines that will address issues, which may not be specifically detailed in the “PC’s” and to present those and other guidelines in a clearer, more concise manner.
2. To ensure all owners and residents are aware of the Association’s policies and procedures and information.

The Peregrine Master Association, Inc.
COMMUNITY STANDARDS
June 2010

I. ASSOCIATION STRUCTURE

A. Board of Directors

Bylaws, Article III

The Association is a Colorado non-profit corporation, which is governed by its Board of Directors. The Board is a volunteer group of homeowners who meet on a regular basis to conduct the business of the Association; with some of their duties including but not being limited to, making improvements and repairs to the Common Area, overseeing all financial matters, exercising discretion, reasonable efforts and reasonable business judgment standards to keep up maintenance and repairs as needed, to take steps to ensure all contractors are honoring their service agreements, and to ensure that violations of the governing documents are corrected. Directors are elected during regular annual meetings by a vote of homeowners or are appointed to the Board to fill vacancies. Appointments to fill vacated positions will remain in place until the term expires. All board members terms are for three (3) years. Officers are elected by the Board and serve a one (1) year term.

B. Board Meetings

Bylaws, Article II

The Board meets with the Property Management Company (Property Manager) and other contracted representative(s) on a regular basis. All owners are welcome at the meetings to observe and/or present concerns during the agenda item allowing such concerns [Owner Forum]. If an owner wishes to discuss an issue at a meeting, he should notify the Property Manager at least 1 week prior to the meeting so that said item can be placed on the agenda. The Board will limit the time allowed for anyone speaker to hold the floor. Robert's Rules of Order govern meeting procedures, provided that the Board may modify such rules as it deems necessary in order to run an efficient meeting.

II. ARCHITECTURAL REVIEW COMMITTEE (ARC)

A. Actions Required / General Information

PC's, Articles II

To obtain approval for such actions as required, owners must write a letter detailing their request and submit it to the Property Management Company. Owners are responsible for obtaining a receipt indicating the date on which they submitted their request. The Board of Directors or Architectural Review Committee shall approve or deny all submissions within thirty (30) days from the submission date unless more time or additional information is required. Examples of items requiring a submittal would be the installation of a new roof, painting, installing central air conditioning, new windows/doors, garage doors, adding front or rear decks, fencing, installing a hot tub, any home modification or addition. If an owner is unsure about any item or request, it is the owner's responsibility to contact the Property Manager. All builders, homeowners, contractors, subcontractors and/or their designated representatives shall comply with the following Design Review Procedures in order to gain approval for any improvement to property within Peregrine.

All construction that is to be undertaken in Peregrine whether new residential construction, subsequent exterior renovations, remodels, home site improvements, including but not limited to, repainting, re-roofing, replacement of walks, driveways, drainage, fencing, lighting, landscape planting or other exterior improvements, is subject to review under these Community Standards.

Unless otherwise specifically stated herein, complete drawings, plans and photographs for a proposed improvement must be submitted to the ARC and the written approval of the ARC obtained before the improvements are made. In the interest of all Builders and Homeowners, the following regulations shall be enforced during construction.

- 1. General Information:** Early in the planning process for this community, the Developers of Peregrine recognized the unique, natural character of this foothills site and commissioned a development plan that conserves many of its distinctive features, especially the rocky outcrops and the steep, wooded hillsides. In order to ensure that a quality environment is created, these Community Standards have been adopted. They are a tool to be used by the designated Architectural Control Committee (commonly referred to as the Architectural Review Committee, referenced as the 'ARC' hereafter) and the Board of Directors to guide development in a sensible, managed process while still allowing for individual freedom of expression.

This is a community where diverse interests intermingle, creating a need for a forum in which various site developments can be evaluated for their impact on others. Therefore, these Community Standards, pertaining to all sites and building development, have been adopted to provide a basis for consistency of development. As such, these guidelines are just that - guidelines: clear and concise enough to give a strong direction, yet flexible enough to be adapted to different sites and different development programs. If a request may impact a neighboring Lot, the ARC may contact those owners so they are aware of the proposed request or to get input prior to reviewing the request. The ARC may require that an owner obtain approval from neighboring lots for that project, prior to approval. It will be the express purpose of the ARC to consistently and reasonably interpret these guidelines. The primary areas of concern addressed by the guidelines are site development and architectural appearance, especially as these relate to harmonious relationships with the existing terrain and among neighboring developments. In general, the goals are to minimize harsh contrasts in the landscape, to conserve pleasing and significant natural systems, and to encourage unassuming architecture appropriate to this unique environment.

- 2. Legal Authority:** Authority for the design review is grounded in the governing documents for this community; specifically the PC's (see Article II and Article IV, Section 401(e)). Property owners should refer to the recorded documents for the complete text, including the recorded plat and development plans, the Protective Covenants, Articles of Incorporation, Bylaws, Supplemental Covenants, Community Standards and Resolutions adopted by the Board of Directors. Under the terms of this document, the Board of Directors of the Peregrine Master Association hereby adopts these Community Standards as the basis for all design review. Should these guidelines be revised, such revisions shall then take precedence over previous guidelines. The Protective Covenants shall govern should discrepancies occur between these Community Standards and Protective Covenants.
- 3. Supplemental Guidelines to City, County & State Regulations:** These Community Standards are supplemental to regulations normally in effect for this property including the City of Colorado Springs Zoning and Subdivision Regulations and applicable federal and state regulations as well as pertinent building codes. All construction shall comply with these Community Standards and all other applicable regulations.

4. **Recommendation for Professional Guidance:** It is strongly recommended that all persons proposing any construction subject to review under these Community Standards seek the assistance of a qualified design professional with skills appropriate to the task at hand, such as an architect, landscape architect, civil engineer, surveyor, etc.

5. **Non-liability:** ARC approval pursuant to these Community Standards does not approve or guarantee engineering design or compliance with law and applicable governmental ordinances or regulations such as zoning and building ordinances and does not reflect any representation by the ARC as to such matters. By approving plans and specifications, neither the ARC, its members or the Association assumes any liability or responsibility for engineering design or compliance with law and applicable governmental ordinances or regulations or any other matter relating thereto other than these Community Standards. Neither the ARC, its members, its agents, the Association, the Directors of the Association nor any successors, assigns, agents, employees or officers of them shall be liable to any Homeowner or other person for any damage, loss, or prejudice suffered or claimed on account of:
 - (1) approval or disapproval of any plans.
 - (2) performance of any work, whether or not pursuant to approved plans, drawings and specifications; or
 - (3) development of any property within the subdivision.

6. **Aesthetic Considerations:** Aesthetic considerations relating to any improvement or other matter that is addressed in these Community Standards are within the scope of the design review process and the ARC or Board may deny or condition any application or request before it on the basis of aesthetic considerations, including the design theme for the development and specific areas within the development as well as the aesthetic consistency of a proposed improvement or other matter with the surrounding landscape.

B. Administration of the Community Standards

In order to maximize aesthetic benefits to the neighborhood and to bolster property values, all proposed exterior home improvements and site improvements will be evaluated by the Architectural Review Committee (ARC) using these Community Standards. It is the responsibility of the ARC to insure that all proposed improvements meet or exceed the requirements of these Community Standards and to promote the highest quality design for this neighborhood. The ARC will aid the Builder and Homeowner in meeting these standards.

All builders, homeowners, contractors, subcontractors and/or their designated representatives shall comply with the following Community Standards in order to gain approval for any improvement to property within Peregrine. All construction that is to be undertaken in these neighborhoods, whether new residential construction, subsequent exterior renovations, remodels, or home site improvements, including but not limited to: walks, driveways, drainage, fencing, lighting, landscape planting or other exterior improvements, is subject to review under these Community Standards. Unless otherwise specifically stated herein, drawings, plans and photographs for a proposed improvement must be submitted to the ARC and the written approval of the ARC obtained before the improvements are made.

C. Submission of Drawings and Plans

1. Architectural Plan Review

For new building construction or major improvements such as room additions, remodels or structural changes, the builder or homeowner shall submit to the ARC one (1) set of construction documents to include the following:

1. One set of **Architectural Plans** at a scale of 1" = 10', including:
 - a. Architectural elevations (front, sides and rear), indicating typical proposed grade lines, finish floor elevations, top of slab elevations and building height calculations.
 - b. Floor plans including square footage for each floor.
 - c. Roof plans indicating pitches, ridges, valleys and location of mounted equipment.
 - d. Indication of all proposed exterior materials.
 - e. Exterior details including items such as chimneys, exterior stairs and decks, railings, and deck supports.
 - f. Any other proposed improvements (i.e. decks, awnings, hot tubs, etc.).
2. **Site Plan** of the lot, at a scale of 1" = 10' or 1" = 20' including:
 - a. Lot lines and dimensions, building setbacks, street right-of-way, curb lines and easements.
 - b. Existing and proposed contour lines at 2' intervals extending to all property lines, existing or proposed street elevations, finish grade at building corners, and drainage swales.
 - c. Building footprint, main finish floor and garage slab elevations.
 - d. Walks, driveways, decks, accessory structures, dog runs or privacy fencing (no fencing on property lines permitted), retaining walls with top and bottom of wall elevations.

2. Exterior colors, materials and finishes including:

- a. All finished exterior materials and colors, including siding, stucco, gutters/downspouts, trim, roofing, garage doors, front door, window color, timbers, etc.
- b. Catalog sheets for exterior lighting.
- c. Samples of materials and or a 4'x4' lay-up of masonry or stone material at the home site may be required at the discretion of the ARC.

D. Landscape Plan and Other Use Improvements Review

1. Approval shall be obtained prior to installation of any landscaping or any other site improvements including, but not limited to, dog runs, play & sports equipment, privacy fencing, deck or patio additions, site lighting, etc. In most cases, the materials to be submitted will not have to be professionally prepared by an architect, landscape architect or draftsman, but at a minimum shall be drawn to scale and shall have sufficient detail to permit a comprehensive review by the ARC. The following guidelines should be utilized in preparing drawings or plans:

A. The drawing or plan should be done at a scale of 1" = 10' or 1" = 20' and should depict the property lines of the lot and the "footprint" of the home as located on the lot. Existing improvements, in addition to the home, should be shown on the drawing and identified. Such existing improvements include driveways, walkways, deck, trees, shrubs, etc.

- B. All proposed plant locations, types, quantities and sizes: location of turf and other ground cover materials should be shown on the plan and labeled. The plan should exhibit grading and layout of all additional landscape improvements such as berms, walks and structures not covered under the approved Architectural Plan Review.
 - C. Plans for any other site improvements, such as play/sports equipment, dog runs, hot tubs, trellises, retaining walls, lighting, gazebos, etc. should be shown on the plan with a description of the proposed improvement including the materials and colors to be used. In the case of structural improvement (trellises, gazebos, etc.), an elevation drawn to scale of the proposed improvement is required along with supporting material/color selections.
2. **Revisions and Additions to Approved Plans:** Any revisions and/or additions to the approved Architectural or Landscape Plan made by either the Builder, Homeowner, or as required by the City of Colorado Springs must be re-submitted for approval by the ARC. The revised plans must follow the requirements outlined above. The ARC will then review the plans and provide a written response no later than 30 days after the submittal unless more time is required to process the request. Should the ARC have to hire an outside consultant to review or provide expertise regarding the request, the homeowner may be invoiced for the consultant's time.
 3. **Action by the ARC:** The ARC will meet regularly to review all plans submitted for approval. The ARC may require submission of additional material and may postpone action until all required materials have been submitted. The ARC will contact the applicant, in writing, by phone or other electronic means, if additional materials are necessary or if the Committee needs additional information or has any suggestions for change. If a request impacts a neighboring Lot, the ARC may contact those owners so they are aware of the proposed request or to get input prior to reviewing the request. The ARC may require that an owner obtain approval from neighboring lots for that project, prior to approval. The ARC will act on the plans within 30 days after receipt of all materials required by the ARC (unless the time is extended). A written response of the decision of the ARC will be sent by mail within thirty (30) days of the ARC decision.
 4. **Certification of Accuracy:** The ARC, at its sole discretion may require the Builder to provide a Certificate of Accuracy from a registered licensed Surveyor hired by the Builder attesting to the accuracy of the following:
 - A. The building foundation is located as approved (+-6" tolerance) by the ARC in the final approved plans.
 - B. The building foundation elevation is as approved (+-3" tolerance) by the ARC in the final approved plans.

The certificate must be in the form of an improvement survey showing dimensions, foundation to property lines and elevations (related to USGS datum or equivalent benchmark) of top of foundations walls. Points at which elevations are taken must be clearly identified and correlate with location of top of foundation as shown on the final approved plans.

5. Review of Work in Progress: As provided in the Protective Covenants the ARC shall have primary authority to enforce the provisions of these Community Standards. The ARC may review all work in progress to the extent required to ensure that the construction or work complies with any and all approved plans and construction procedures.

Absence of such reviews or notification during the construction period does not constitute either approval by the ARC of work in progress or compliance with these Community Standards or the Protective Covenants.

The ARC may withdraw approval of any project and require all activity at such project to be stopped if deviations from the approved plan or approved construction practices are not corrected or reconciled after being notified by the ARC or other agent/representative of the Association. Any ARC visits are in addition to standard inspections required by other jurisdictions throughout the construction process.

- 6. Rights of Appeal:** All Committee decisions are final, unless the decision is arbitrary and capricious or not supported by any evidence. Any Builder or Homeowner aggrieved by a decision of the ARC may appeal the decision to the Board of Directors of The Peregrine Master Association Inc., in accordance with procedures to be established by the Board of Directors. Such appeal shall be in writing and be filed within thirty (30) days after the decision of the ARC.
- 7. Effect of Governmental and Other Regulations:** Approval of plans by the ARC shall not be deemed to constitute compliance with the requirements of any local, zoning, safety, health or fire codes, and shall be the responsibility of the Builder or Homeowner or duly authorized representative submitting plans to assure such compliance. Nor shall approval waive any requirements on the part of the Builder or Homeowner or his representative to comply with setbacks, height restrictions, or other requirements unless such waiver or variance is specifically requested at the time of submittal and provided that the waiver or variance may properly be granted by the ARC and the City of Colorado Springs where applicable.
- 8. Period of New Plan Validation:** Final approval of plans is valid for twelve (12) months unless otherwise agreed to by the ARC and Homeowner in writing. Construction must begin within this period. If not, plans must be resubmitted for review by the ARC. A submittal proposing a different dwelling for the same home site requires re-submittal of plans following the requirements as outlined above. Compliance with these guidelines will help preserve the inherent architectural and aesthetic qualities of the Peregrine community. It is important that the improvements to property be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment that will benefit all Homeowners.

By following these Community Standards and obtaining approvals for improvements to property from the ARC, Builders and Homeowners will be protecting their financial investment and will help insure that their improvements to property are compatible with the standards established for the Peregrine neighborhood.

- 9. Timeline for Completion of Project(s):** The ARC will coordinate with the owner/Builder if necessary to determine the estimated completion time for any project to include structural, landscaping, etc. The ARC will make the final decision as to the completion date as determined by the type and scope of the project. An owner may be subject to assessment fines and other corrective actions for failing to complete a project by the set deadline.

E. Site Development Standards

- 1. Zoning:** Each individual Filing within Peregrine is a single-family residential area zoned P.D.D. within the City of Colorado Springs has the Hillside Overlay Zone in effect (except for Peregrine North Valley, which is not subject to Hillside Overlay.)

2. **Building Setbacks:** Building setbacks shall comply with the site-specific setbacks shown on the Development Plan for each specific filing as approved by the City of Colorado Springs City Council. The setbacks required by Peregrine may be more restrictive than the City setbacks. Where lot terrain dictates, the ARC may consider the City setback requirement as the minimum standard, issuing a variance. A variance to the City setbacks can only be granted by the City of Colorado Springs.
3. **Maximum Building Coverage:** Maximum coverage of the lot by structure(s) is generally thirty percent (30%) as measured according to City of Colorado Springs standards (please reference the specific Supplemental Design Guidelines & Community Standards for any Filing for additional information or other specifications.)
4. **Home Size:** The following minimum standards must be met for house size (i.e., square footage) within each individual filing. Additionally, some filings included minimum width requirements of the front elevation. (Please reference the specific Supplemental Design Guidelines & Community Standards for any Filing for additional information or other specifications.)

	Ranch Style	Multi-Level
Angelstone	2200	2400
Cedar Canyon	2000	2400
Granite Point / Hidden Valley	2100	2400
Mahogany Vail Filings 1-5	2100	2200
North Valley Filings 1-3	1500	1500
Northlands Filing 1, 2	1800	1800
Peregrine Filing 1, 2	1500	1500
Peregrine Filing 3	1800	1800
Peregrine Filing 4	2100	2100
Rockledge Filings 1-3	1800	1800
Stone Hedge	2100	2400
Table Rock	2100	2100
Talon Ridge Filing 1, 3, 4	2100	2400
Talon Ridge Filing 2	2100	2200
Tuscany Heights	2100	2300

5. **Grading and Drainage**

All buildings must be designed to fit the finish contours of the lot without excessive grading. Where grading is necessary, cut and fill slopes should generally be kept to 3:1 with a maximum of 2:1. Retaining walls require ARC approval and should be utilized where slopes would exceed 2:1. No grading shall extend beyond existing property lines of the home site without expressed written permission of the ARC and the adjacent property owner.

Surface drainage upon and across any lot must be addressed through the implementation of sound construction and grading practices. Existing points of entry and exit to and from a lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows resulting in a backup of water onto a neighboring lot or tract is prohibited. It is the responsibility of the homeowner to insure that proper drainage around the home is provided and maintained: minimum two percent (2%) swales are to be installed. When installing landscaping, it is very important to insure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or ponding near or against the house foundation, walkways, sidewalks, and driveways. Water should fully flow over walkways and driveways into the street.

6. Erosion Control

During site construction or landscaping updates, techniques for controlling erosion within the home site and onto other sites shall be mandatory and strictly enforced by the City of Colorado Springs Storm Water Enterprise Division. Techniques include the use of sedimentation basins, filtration materials such as straw bales or permeable geotextiles, and slope stabilization fabrics or tackifiers.

7. Driveways and Parking

Use of curvilinear drives with gentle curves is encouraged. Driveways should intersect the street at no less than ninety degrees (90) and should not exceed ten percent (10%) in slope except where use of short pitches up to fifteen percent (15%) may lessen site impacts. Driveways should be setback a minimum of five feet (5') from "side" property lines. Wherever feasible, garage doors should be de-emphasized by offsetting, angling and/or turning them away from the street. Driveways shall be paved with concrete. Other driveway materials require specific material and color approval prior to installation.

The recorded plat for some filings may restrict access from some lots onto certain specified streets. These are called "Restricted Lots." All persons or entities having any interest in any of the Restricted lots are required to and shall arrange and maintain any drives, dwelling or other structures so that ingress and egress to and from their Lot(s) is in compliance with the restrictions shown on the recorded plat and the approved development plan.

A driveway extension or expansion requires ARC approval. The type of material will depend on the nature of the request. These requests will be carefully considered for setbacks, easements, landscaping, lot coverage percentages and other impacts to neighboring properties and street views. If approved, the new parking area if used for the parking of a vehicle is subject to the Rules as noted in Section VII. Driving across any native areas, preservation areas, unpaved landscaping or natural landscaping area is not permitted. Owners are prohibited from parking vehicles anywhere but on designated driveways on their lots.

The ARC will review requests for circular driveways on a case-by-case basis with consideration given to, but not necessarily limited to, the setback of the home from the street, the size of the lot and distance of street frontage. On corner lots, the driveways should be set back from the corner a minimum of thirty (30) feet from the intersection of the corner street. The width of the driveway shall not exceed twenty-four (24) feet at the curb. All vehicles will be parked so as not to inhibit traffic or damage surrounding natural landscape or adjoining property.

Vehicles and construction equipment shall not be left on streets overnight.

No recreational vehicles (self-contained motorized RV's, boats, ATV's, snowmobiles, dirt bikes, wave runners, jet-skis, sail boats, etc.), trailers for any previously noted items or standard trailer, utility or construction trailers may be parked on the property unless placed within an enclosed garage. **Reference Section VIII. Parking and Vehicles for more information.**

8. **Garage Doors:** Garage doors shall be kept closed except when being used to permit ingress and egress to or from the garage in an effort to deter unwanted neighborhood theft, problems with animals and to maintain a pleasing appearance at the front of the residence. Doors may be left open while performing yard work, vehicle cleaning, etc., but someone must be monitoring the garage area.

F. Architectural Standards

No mandatory architectural style is required for Peregrine. However, it is the intent of these standards that residential design solutions develop proportions and details appropriate to the home site and neighboring properties. To this end, careful scrutiny will be given to the massing, proportions, overall scale and the home materials, color and textures. To accomplish this goal, the following minimum architectural standards shall apply to both new home construction and home remodels or renovations.

- 1. Massing:** In reviewing the forms of a proposed building, careful scrutiny will be given to the massing, proportions, and overall scale of the building in relation to the building site. The ARC will encourage designs that reduce building scale and increase individuality and diversity. Large, unbroken planes are not considered in keeping with the desired scale of the development. Therefore, wings at building corners, courtyards, stepped walls, integrated decks with well-designed and proportioned railings, and covered entries are encouraged to develop well-balanced massing. Upper floor levels which are smaller than the building footprint are encouraged in order to reduce overall building scale. The ARC will also be reviewing the location, type and size of door and window openings for their effect on proportions and continuity. Side and rear elevations of the home which are prominently viewed from public streets, parks or other public areas will be given equal importance and must maintain the continuity of the building massing and detailing.
- 2. Walls and Openings:** The walls of a building are an important part of its overall visual impact and should be carefully detailed. Exterior materials should be consistently used throughout the building. The connection from the walls to the foundation should be treated such that the foundation becomes a very minor element. Location, type and size of window openings should be carefully considered for effect on proportions, continuity, and illumination. Entries should be well articulated. Covered entries and recessed openings at doors and windows are strongly encouraged. Homes situated on highly exposed sites (i.e. corner lot, double fronted lot) may require additional architectural features on the elevations that are highly visible. Cantilevered bays or pop-outs and cantilevered chimneys shall be required to be tapered back to the residence at forty-five (45) degrees or carried down to finished grade.
- 3. Architectural Detailing:** In order to add definition and break up flat planes of walls, the use of architectural elements to create shadow lines is encouraged to be incorporated in the design of the home. Architectural elements to accomplish this definition include recessed windows, deep eaves and offset wall planes, window shutters, well proportioned porches with brackets, trellises and arbors, decks, detailed fascias, belly bands, etc.
- 4. Maximum Building Height:** Building height and profile should be in scale with the surrounding structures and topography. The typical maximum height of a structure is thirty-five (35) feet as measured according to City of Colorado Springs standards. Certain lots have been restricted to a maximum building height of thirty (30) feet or have been designated as a one story with a walkout permitted. Refer to the City of Colorado Springs Peregrine Development Plan for location of height-restricted lots. Specific maximum building heights are identified on the current Development Plan maps. In addition to these regulations, it is strongly suggested that the owner consider the qualities of the site, especially the visual and climatic exposure created by the combination of existing slopes, vegetation and orientation. Lower buildings are generally more appropriate on more exposed sites, while taller buildings can be incorporated into those sites which are less visible and/or more protected. For reference, it should be noted that the means of measuring building height is established in the City Zoning Regulations.

5. **Exterior Materials:** To anchor the residence to the site and provide a continuity of materials, it is encouraged that the exterior front elevation wall surface incorporate a second material, such as stone, cultured stone or masonry. An exception to this shall be made for homes clad entirely with stucco or a home that is well detailed. Wrapping building masses, expressing chimneys and detached columns in stonework adds visual interest. Use of bright, unfinished, colored, and reflective or mirrored surfaces of glass is not permitted. Concrete foundation walls shall not be exposed and shall be faced or finished to blend with the general architectural design of the building. On stepped foundations, maximum exposed vertical height is to be eighteen (18") inches. The maximum width of masonry or wood lap siding is six (6") inches. The use of Masonite siding shall be prohibited except in Vantage Point, Peregrine Valley, North Valley, Northlands Filing No. 1, Rockledge and Cedar Canyon. All improvements within the community are subject to fuels management requirements. It is the responsibility of the Builder to implement the fuels management procedures as defined in Section 105 in Part 1 of Article 4 of Chapter 20 of the City of Colorado Springs Code for each lot.
6. **Roof Form & Material:** The roof form is the most prominent visual element of a home and central to define its architectural character. Therefore, the form and materials used to create a roofing system will be carefully reviewed by the ARC. Styles such as gable, hip and shed roofs will generally be acceptable for residential construction, while mansard, gambrel, flat and A-frame roofs are strongly discouraged. Care must be given when combining roof forms to maintain the integrity of the architectural forms. Well-detailed fascia and eaves treatment serve to frame the roof as a strong design element. Roofing materials must be considered with respect to harmony of color and texture with other materials on the home and adjacent properties. Concrete tile or slates are preferred materials for roofs.

Composition "Architectural" shingles shall be permitted as long as the product meets the following minimum criteria: Must be a minimum 2-ply laminated material, must weigh at least 300 lbs. per square and must be a Class A fire rated roofing system. Any shingle that meets the UL 2218 Type 4 rating is permitted but must be submitted. All extensions from the roof, such as chimneys, flues, roof vents, gutters, skylights, etc. must be carefully located and finished to complement other elements of the design. Unfinished and exposed metal detailing will not be allowed. If possible, flues and vents should be located out of view of the front of the home.

7. **Decks:** Decks must maintain the overall form and be a natural extension of the architecture. Decks and balconies must be integrated into the building through the use of similar materials and detailing. Deck supports must have a substantial scale that visually anchors them to the ground and should have a minimum post size of six inches by six inches in size (6"x6").
8. **Miscellaneous:** Construction hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. No construction activities are permitted on a Sunday. Excess excavation material shall be removed from the property and not be placed on Lots or on roads. Excavation, except for utility trenching, shall be on the owner's lot only. Contractors are prohibited from spreading excess debris or material over the remainder of the home site, roadway, other property, or any other home site without approval. Regular cleanup of the construction home site is mandatory. All trash and debris shall be stored in a commercial trash container and shall be removed from the trash disposal area on a weekly basis or when full. All soil and debris flowing into the street(s) or open spaces from the construction home site shall be cleaned as needed. All trash must be disposed of off site on a weekly basis. Every effort shall be made to control dust, noise (including the personal use of radios, CD's, vehicle noise, dust, etc.), and odor emitted from a construction area.

III. ARCHITECTURAL REVIEW

These are some but not all of the type of items that require ARC approval. For any item not specifically listed here or in these Rules, please contact the Property Management Company:

1. Storage Units / Accessory Structures

Plastic storage units (such as the type found at local home improvement centers) are permitted upon review and approval by the ARC. Requests for approval for storage units will be reviewed on a case-by-case basis, taking into consideration the lot size, square footage of the home, proposed location of the storage unit and its impact on neighboring properties and street view. The unit must be located at the side or rear yard and must be placed against the home, it must also be screened/shielded from street view if possible. Storage units may also be placed under rear decks, on patios, etc., if their appearance does not detract from the overall aesthetics of the property. Owners may construct a storage unit which is permanently attached to the home, upon ARC approval that matches the home in exterior materials and colors.

Some of the more common types of plastic units are (Suncoast in sizes 6'H x 3'D x 4.7'W and 34" H x 54" W x 26" D, Duraworx Apex 6'x3', Rubbermaid large vertical 77"H x 56"L x 32"D, Lifetime Sentinel 8'H x 2.5'D x 8'W, Suncoast large shed 6'H x 5.5' D x 5.5'W). These are just a few examples. The maximum size of the footprint is thirty-six (36 square feet).



Accessory structures such as gazebos, patio trellis and/or Pergola, greenhouses, etc. shall be located in the rear yard or in a location not prominently visible to the street and the structure shall adhere to the standards of Site Development and Architectural Standards. Requests for approval for **accessory structures** will be reviewed on a case-by-case basis, taking into consideration the lot size, square footage of the home, proposed location of the structure and its impact on neighboring properties and street view. Gazebos must be an integral part of the landscape plan. No forms of carports are permitted. All storage units and accessory structures will be maintained in an attractive, clean, and safe condition. The stand alone large storage units, such as Tough Shed are not permitted. Sub-Association owners will need to review their governing documents and Rules regarding the option to install one of these storage units.

2. Air Conditioning Equipment

Central air conditioning systems must be located on the ground level with the condenser being located in a side or rear yard only, and depending upon the proximity to neighboring homes (decks, windows, etc.), the condenser may be required to be substantially screened from adjacent properties or the street. Substantially screened may include the installation of lattice or other screening type fencing, shrubs or trees.

Window mounted air conditioning systems are permitted ONLY in the rear of the home. All central air conditioners (or similar appliances) and any related fixtures are to be maintained in an attractive, clean, quiet, and safe condition. Any air conditioner or similar appliance, which is creating an annoying condition or sound, will be repaired, replaced, or removed at the owner's expense.

3. Awnings/Patio Covers/Shutters

Awnings, patio covers and shutter colors must be complementary to the exterior color of the home. Patio covers must be constructed of wood or material generally complementary to the home and be similar or complimentary in color. Where utilized, support posts for patio covers must be a minimum of 6"x6" in size. For information regarding Energy Efficiency Measures, please see Attachment 5.

4. Exterior Lighting

ARC approval is required to change or add any exterior lighting fixtures, whether they are structural mounted, flag lighting or ground type landscape lighting. In reviewing lighting requests, the ARC will consider the visibility, style, location, light bulb wattage output and quantity of the light fixtures.

Exterior lighting, with the exception of flag and "tree" lighting must be directed towards the ground and house whereby the light cone stays within the property boundaries and the light source does not cast objectionable glare onto adjacent properties.

Flag lighting and any landscape "upward tree" lighting must be directed upward in such a manner as not to cast objectionable glare onto adjacent properties. Exterior lighting must have a harmonious fit with the home and landscape areas.

5. Fencing

The use of fencing and screening will not be permitted except when used for privacy areas or animal control areas. Privacy fencing along property lines is strictly prohibited. Stained, natural coloration of a wood fence, vinyl or metal fencing shall be compatible with the coloration of the house, deck, etc. Painted fences are prohibited, but the uses of solid body oil based stains are acceptable.

Deck/Patio Privacy / Other Fencing: The ARC may allow solid wood or vinyl privacy or ornamental steel fencing surrounding or shielding patios and decks on a case-by-case basis. The location and size of the fence will be determined given its impact on adjacent properties and streets. The fence should not exceed six feet (6') in total height above grade and must be compatible with the home in material and color.

Landscape Fencing: The Association allows thin gauge wire fencing (which must be galvanized steel, dark green or black – to appear as unobtrusive as possible) and plastic net type fencing (which must be dark green or black) to surround or shield newly planted landscaping material and flowers from animal damage. This fencing may enclose small established planter areas not to exceed 100 square feet in total size and must be removed during the winter season [November to March]. Owners may not enclose large sections of shrubbery, trees, mulch beds or other areas with one fence, plants must have individual protection for areas not in established small beds.

Tree Fencing and Protection: several forms of tree protective coverings are permitted; such as plastic hard and soft wraps, rigid black pipe and welded wire (which must be galvanized steel, dark green or black – to appear as unobtrusive as possible).

These wraps are not to exceed five (5') in height on any tree and must be maintained/monitored to ensure they are not damaging the tree. This fencing may not enclose multiple trees which would possibly be interpreted to be a perimeter fence. The use of this type of fencing is not permitted to be a permanent installation, but for short-term use to help establish the landscape material. The ARC will have the final determination as to the type, style and location of fencing and when it should be removed.

Electronic Fencing: The ARC encourages the use of underground invisible dog run fences to promote the open character of the neighborhood. If electronic fencing is used, the owner is required to post a small sign near any sidewalk, identifying pedestrians of a system. Owners are not permitted to run the underground wire along sidewalks that border City streets and where a sidewalk is present.

The fencing must be kept within six (6') feet from the sidewalk edge on the interior side of the lot to keep any pet(s) from approaching persons on the sidewalk.

Dog Run Fencing: The ARC may allow above ground dog run fencing on a case-by-case basis. Dog run areas will not exceed four hundred (400) square feet in size and the fence height should not exceed five feet (5') above grade. The location, size and type of material used for the dog run will be determined with consideration given its impact on adjacent properties and streets. Dog runs must be installed in the side or rear yard only. The fencing should be attached to the home and be compatible with the home in material, style and color. Dog runs must be adequately screened with landscaping from neighboring properties and streets as determined by the ARC. The ARC will consider alternative dog run fence designs on a case-by-case basis. Chain-link fencing shall not be permitted. The standard dog run fence detail in the basic installation concept (see **Attachment 3**).

6. Hot Tub/Jacuzzi

Hot tubs and Jacuzzis should be designed as an integral part of the deck or patio area and must be located in the side or rear yard area. The unit may be required to be substantially screened from adjacent properties or the street. All hot tubs and Jacuzzis are to be maintained in an attractive, clean, quiet, and safe condition. Any unit that is creating an annoying condition or sound, will be repaired, replaced, or removed at the owner's expense. The use of full privacy fencing around a hot tub is permitted, with the maximum installed height not to exceed six feet (6') above grade.

7. Solar Equipment/Skylights

All solar equipment and skylights shall also be incorporated into the structure and building mass and be architecturally compatible with the residence. For information regarding Energy Generation Devices or Energy Efficiency Measures, please see Attachment 5.

8. Painting/Repainting

ARC approval is required for all exterior painting or repainting of the home and accessory improvements. The submittal must contain the manufacturer, paint chips with name and code number. Approval will take into consideration, but not be limited to, the color tone and brightness, the home, architecture, stone or brick accents, roofing color, compatibility with other body/trim colors, and the colors of neighboring properties. Downspouts must be painted to match the body color of the home unless specifically approved by the ARC (copper, etc.)

Garage doors must be painted to match the body color of the home unless specifically approved otherwise by the ARC (wood stained doors, etc.). Duplicating existing colors and combinations does not constitute acceptability and may not be approved for repainting.

9. Recreation and Sports Equipment

All recreational structures, both permanent and portable, are required to be approved by the ARC for design, size, and placement prior to installation. All recreational/sports equipment (i.e., trampolines, swing sets, portable soccer nets “goals”, etc.) are to be placed so as to minimize its visual impact from adjacent properties.

Recreational equipment should typically be located in rear yard areas and set back a minimum of ten feet (10’) from property lines. Consideration shall be given in the location of recreational equipment so as not to create an undue disturbance on neighboring properties. Recreational equipment shall be of predominantly muted, earth tone colors and shall not exceed twelve feet (12’) in height at grade unless otherwise approved by the ARC. Recreational equipment or items used for front yard play must be stored out of view when not in use.

Requests for free standing, pole mounted backboards will be considered by the ARC in the front yard along the side of the driveway only or in side and rear yards areas subject to the following considerations: proximity to the property lines, proximity to the neighbor, living areas, landscaping and vehicles.

Portable freestanding basketball units may be conditionally approved if reasonably placed for use in the driveway area and properly stored when not in use. Properly stored when not in use means the unit should be kept inside the garage or stored in such a manner that it is not visible from the street, this is during the summer months only. During the winter, units must be stored inside a garage when not in use. Placement in the street or within the right-of-way is a violation of city ordinance and shall not be accepted. Portable units require the same approval for placement as permanent units. Pole supports must be black or white in color (or as approved by the ARC on a case by case basis.)

10. Swimming Pools

The ARC will review requests for swimming pools on a case-by-case basis with consideration given to, but not necessarily limited to, the size of the yard area, property setbacks, impact on neighboring properties and size of pool area. Recognizing the specific requirements of the City of Colorado Springs, the placement of pools on a home site shall be given careful scrutiny by the ARC.

11. Fire Wood Storage

Fire wood must be located in the rear or side yard, not be visible from the street and be neatly stacked. ARC approval is not required for the storage of wood.

12. Yard Ornaments

Yard ornaments, including but not limited to, birdbaths, birdhouses, fountains, sculptures, statues, flags and banners, etc. require ARC approval. Location of yard ornaments in the front yard is discouraged.

IV. LANDSCAPING STANDARDS & GUIDELINES

A. Standards

All area within the Peregrine Master Plan (except Peregrine North Valley) is within the City of Colorado Springs Hillside Area Overlay Zone. Two of the main objectives of the Hillside Zone are to conserve the

unique natural features and aesthetic qualities of the hillside areas including the preservation of existing scrub oak, coniferous trees, and other natural features such as rock outcroppings and to minimize water run-off and soil erosion problems incurred in adjustment of the terrain. In reviewing Landscape Plan submittals, the ARC will be evaluating plans to insure that these objectives are met to the maximum extent possible.

1. **New Lawns:** Homeowners shall be responsible for the installation of landscaping of their lot within six (6) months of occupancy of their residence, unless the home is first occupied during the period between October 1 and March 1, where completion of the installation may be delayed until September 1.

Landscape should preserve areas of natural vegetation including existing trees, surface boulders, rock formations, and scrub oak. No existing trees, surface boulders, rock formations, or scrub oak shall be removed from any lot unless required by construction and unless approved by the ARC.

Existing Lawn / Modification: Homeowners that submit a plan for updates to their existing landscaping shall have the work completed in a timely manner or as designated by the ARC. Work should be completed in a timely manner and projects are not to be initiated late in the fall if the work cannot be completed prior to winter. Areas surrounding the primary dwelling may incorporate more manicured plant materials (unless otherwise restricted by a geo-technical report). It is recommended that a non-irrigated buffer exist between the foundation and sodded areas. When transitioning from manicured landscaping to natural areas, the transition area shall consist of native grasses and ground covers (found on site) having low water requirements. The use of non-living ground covers such as bark mulch, gravel and rock mulch shall be minimized and is not desirable unless such areas include substantial planting. Irrigation systems should efficiently distribute water to those plants that require it and be concealed below the topsoil. Temporary, drip, or other low-water consumption systems will be encouraged. Some areas within Peregrine, however, are restricted from the use of irrigation systems. In these cases, natural landscape is encouraged, limiting the need for supplementary watering.

2. **Sub-Associations:** All sub-associations are required to maintain their properties and Common Areas in a reasonable, clean and neat appearance. Failure of the Association to property maintain their property will result in the Master Association identifying the problem and if the matter is not corrected within thirty (30) days or other time as agreed to, the Association shall have the right to enter upon the Property and take corrective actions as needed which will be billed back to the Sub-Association.

B. Guidelines

1. **Turf / Lawn Materials:** Landscaping should consist of a combination of sodded turf areas (where permitted) and shrub and ground cover bed areas. Large expanses of mulch or bed areas without substantial shrub or ground cover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural or high contrast colors shall be strictly prohibited (i.e., black granite, white marble and lava rock are not acceptable rock mulch materials). Bed areas on adjacent lots should be coordinated to provide visual continuity from one lot to another and minimize definition of property boundaries. **Linear planting along property lines shall be prohibited to avoid the definition of property lines.** The careless treatment of trees and other vegetation in the preservation areas shall be prohibited. Removing rocks, trees, plants, or topsoil from any portion of the property other than the Owner's lot shall be prohibited.

2. **Landscape Irrigation & Water Conservation:** In the landscaping of residential lots, it is urged that plant materials, irrigation systems, and maintenance practices be utilized which conserve water. It should be noted that in using xeriscape landscape practices, a more traditional green appearance can still be achieved while using much less water than typical suburban residential landscapes. Some areas of Peregrine (including Mahogany Vale Filings 2-5 and Tuscany Heights) are restricted from the use of underground irrigation systems unless those Lots adhere to the watering specification calculations as noted in Attachment 4. Care shall be given in the design of the system to minimize over spray onto walkways, driveways and streets. Because water conservation is a desired community goal, system design should utilize the most current state-of-the-art water conservation technologies. Digital controllers, drip irrigation, low water consumption irrigation heads and micro-jet spray heads are just a few examples of the technology currently available.
3. **Patios, Decks and Paving Materials:** Outdoor living areas are encouraged. Patios, decks and other paving materials should be compatible and harmonious in color and texture with the structure and surrounding neighborhood and must be an integral part of the landscape architectural design.
4. **Retaining Walls:** Retaining walls may be used to accommodate or create changes in grade. Walls must be properly anchored to withstand overturning forces and should incorporate weep holes into the wall design to permit water to be released behind them. Walls should not exceed four feet in height unless specifically approved others and should be located so as to not alter existing drainage patterns. The use of rock boulders, stone, and masonry is preferred. Timbers may be used subject to specific approval. All timbers must be new; no recycled railroad ties.
5. **Vegetable Gardens:** must be located in the rear or side areas of the home site so that both the garden and its accessory operating areas are substantially screened from view of adjacent homes and public areas. The use of wire fencing and/or steel fencing may be used to screen the garden area from wildlife, but ARC review and approval must be received prior to installing such screening.
6. **Lawn Care / Landscape Maintenance:** All landscaping upon any Lot shall be maintained in a neat, attractive and reasonably maintained condition. The minimum maintenance requirements include scheduled watering, mowing, aeration(s), fertilization(s), edging of grass where it meets concrete or other defined surfaces on the Lot, removal of all weeds and grasses from rock and mulch beds, maintaining edging around all bed areas, refreshing mulch and/or rock and ensuring weed fabric is not showing, pruning of shrubs, any ground cover, trees, scrub oak, etc., the removal and replacement of dead or dying plant material, the elimination of noxious and other weeds and undesirable grasses on the Lot to include the joints at the street and sidewalk areas and removal of any trash/debris.

Any dead trees must be removed within fourteen (14) days. As directed by the Association, any tree replacements should be conducted within thirty (30) days upon notification and any dead shrubbery or sod must be replaced within thirty (30) days unless additional time is granted by the ARC. Any dead material must be shredded on the lot or removed. Tree stakes should be removed after two (2) years of initial planning unless required for high wind assistance and must be actively attached to a tree.

Lots with native areas which are not maintained weekly should be monitored and cared for as needed, normally meaning the grasses and weeds will be cut three (3) to four (4) times a year. Any native area that borders a street must be maintained in a neat and attractive condition throughout the year, with the grass being cut back from the curb and/or sidewalk a minimum of five feet (5'), ranging from four inches (4") to nine inches (9") in total height.

V. COMMON AREAS

Common Area shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

Personal possessions (stereos, tools, bicycles, patio furniture, tents, toys, barbecue grills, etc.) must not be left in the Common Areas, on streets or sidewalks. When not in use, all articles must be stored inside the home or on the patio, as appropriate. The Association disclaims any and all liability for any article left in these areas or any resulting injury. Residents and guests are not permitted to climb/walk on fencing, filing signs or retaining walls. Owners are responsible for any damage to any property (landscaped areas, fencing, signs, sprinkler system apparatus, etc.) or injury to guests, tenants, etc., due to their own actions, or actions on the part of their family members, residents, guests, or pets, etc.

The Association disclaims any and all liability for any such activities conducted in the community. Owners, tenants, guests, and their family members are not allowed to play any games of any nature so close to the homes as to create a danger to the home or cause Common Area or personal property damage. In the interest of safety, owners must supervise their family members to avoid potential hazards in the common areas (landscape or terrain hazards, utility boxes, rock areas, etc.). The Common Areas for Peregrine may be found on the community map, see **Attachment 1**.

A. Living with Wildlife

Living in a foothills environment also creates an appropriate need for caution where wildlife is concerned. It is a violation to feed and/or harass wildlife. Any persons caught doing this will be subject to State, City and Association penalties. The State fine for a dog harassing wildlife is \$274. Colorado considers big game animals as state property valued at \$500 for a deer, \$700 for an elk and \$1,000 for a bighorn sheep. That means pet owners could be billed for any wildlife injured or killed by their dog. Colorado law also allows any peace officer to capture or kill a dog that is caught chasing wildlife. Under Colorado law, intentionally feeding big game animals is illegal. The prohibition applies to deer, elk, antelope, mountain goats, bighorn sheep, mountain lions and bears. Violators face a \$50 State fine. Please visit the Colorado Division of Wildlife's web page, (<http://wildlife.state.co.us/>).

VI. MAINTENANCE

A. Association Responsibilities

1. Maintenance of Common Area: The Association shall be responsible for the landscaping, vegetation and maintenance of the Common Area property, and shall have the grass, weeds, trees, and native grass cut and/or trimmed as needed. No Owner shall, in whole or part, change the landscaping adjacent to his Lot in the Common Areas by the addition or removal of any items without the prior written approval of the ARC. The Association will maintain other Common Area assets such as the sprinkler system and all its related components (above and under ground), under ground utilities that service these systems, sidewalks that border or are in common areas, common area stone/wood fencing, flowerbeds, all Filing area signs, common area retaining walls, any common area lighting, all landscaping and vegetation (rocks, edging) and other items not specifically listed above that are outside the confines of each Lot and are designated as Common. **See Attachment 1** for a map of the community.

The Common Areas located at the Alpine Glen area have separate maintenance responsibilities as determined by the Board in accordance with the Supplement to Protective Covenants for Peregrine, Alpine Glen Filing No. 1.

B. Owner Responsibility

PC's, Article I, Section 104

1. Maintenance of Homes / Individual Lots: "In order to keep Peregrine an attractive, quality environment, each Owner shall maintain the exterior or any Improvements, including buildings, other structures, landscaping, walks, driveways and parking areas on his Lot in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weatherbeaten or worn off. Any dead or diseased landscaping will promptly be replaced, all lawns will be properly mowed and maintained, and weeds and other noxious plants will be controlled."

Lawn Care / Landscape Maintenance: All landscaping upon any Lot shall be maintained in a neat, attractive and reasonably maintained condition. The minimum maintenance requirements include scheduled watering, mowing, aeration(s), fertilization(s), edging of grass where it meets concrete or other defined surfaces on the Lot, removal of all weeds and grasses to include chemical treatments for rock and mulch beds, maintaining edging around all bed areas, refreshing mulch and/or rock and ensuring weed fabric is not showing, pruning of shrubs, any ground cover, trees, scrub oak, etc., the removal and replacement of dead or dying plant material, the elimination of noxious and other weeds and undesirable grasses on the Lot to include the joints at the street and sidewalk areas and removal of any trash/debris.

Any dead trees must be removed within fourteen (14) days. Tree replacements should be conducted within thirty (30) days upon notification. Any dead shrubbery or sod must be replaced within thirty (30) days upon notification unless additional time is granted by the ARC. Any dead material must be shredded on the lot or removed. Tree stakes should be removed after two (2) years of initial planning unless required for high wind assistance and must be actively attached to a tree.

Lots with native areas which are not maintained weekly should be monitored and cared for as needed, normally meaning the grasses and weeds will be cut three (3) to four (4) times a year. Any native area that borders a street must be maintained in a neat and attractive condition throughout the year, with the grass being cut back from the curb and/or sidewalk a minimum of five feet (5'), ranging from four inches (4") to nine inches (9") in total height.

Sidewalks: "In 2005, the City implemented a PPRTA program that is designed to assist homeowners with the repair of their sidewalks, curbs and gutters. It does not relieve the homeowner of any legal liability or responsibility regarding their sidewalk or real property and does not prevent a homeowner from making repairs to the sidewalk. If there is a hazard on a homeowner's sidewalk that needs attention, it is the homeowner's responsibility to address those concerns as soon as possible to mitigate the homeowner's liability exposure."

The Board of Directors, ARC or Management Company shall have the final say as to the condition of a home and if maintenance is required. The ARC will review requests for modifications to a home for persons with disabilities in accordance with the Federal "FAIR HOUSING ACT OF 1968", 42 U.S.C. SEC. 3604 (f) (3) (A).

2. **Angelstone Point**: Is a private drive (street) owned jointly by five (5) homes that access from it. It includes Lots 1-5, Angelstone at Peregrine. The street system, curb and gutter and all underground utilities are all private and maintained by each owner. Each home pays a yearly mandatory assessment

fee, as determined by the Board of Directors that provides for the Association to conduct maintenance, snow removal, long-term replacement of the street assets and management and administrative services. Two sections of Open Space "Common Area" are adjacent to this street, Tract A is 2.43 acres and borders Lot 1 on the north side of the street and Tract C is 4.67 acres and borders Lot 3 on the south side of the street.

3. All maintenance equipment, lawn mowers, trimmers, wheel barrels, ladders, landscaping or gardening supplies, toys, canoes, boats, small trailers, and other personal items shall be stored in an enclosed garage so they are not visible from neighboring properties or adjoining streets. No items are to be stored on the side of a garage or under rear decks.

C. Snow Removal: Each owner is responsible to remove snow from his or her sidewalks; this includes all sidewalks on the Lot that border a street. Please reference Colorado Springs City Code, updated by Ordinance 06-162 passed September 26, 2006, the following information and policies apply:

3.4.202: It shall be unlawful for the owner to permit snow or ice or both to remain on the sidewalk which abuts the real property, or to which the real property is adjacent, or upon any sidewalk located upon the real property subject to a public easement or right of way, at any time after:

- For residential property, twenty four (24) hours after the termination of the falling snow.

Violation shall constitute negligence and an unlawful act, subjecting the violator to civil liability for any injury proximately caused by the violation, civil liability for the costs of removal and criminal prosecution.

D. Board Determination of Maintenance Responsibilities:

The Board shall exercise reasonable business judgment in determining the respective maintenance responsibilities of the Association and the Owners. Determination of whether such repair or maintenance is the obligation of the Association shall rest solely with the Association, which shall have the sole responsibility for determining the kind and type of materials used in such repair and maintenance. Decisions by the Board shall be final and conclusive. The Board may make such decisions either by Community Standards or by decisions made in particular instances.

VII. MISCELLANEOUS

A. Nuisances - Bright Lights/Loud Noises

PC's, Article I, Section 102 (c), (g)

No noxious or offensive activity shall be carried on any Lot nor shall anything be done or placed in any Lot that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. No activities shall be conducted on the Properties and on improvements constructed on the Properties, which are or might be unsafe, hazardous or cause any annoyance to any person or property - no firearms shall be discharged, no open fires shall be permitted on the property, no foul or obscene language, domestic disturbances, shooting or endangering of wildlife, feeding wildlife and no fireworks. No light shall be emitted from any Lot that is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or automobile that is unreasonably loud or annoying; and no odors shall be emitted from any Lot that are noxious or offensive to others.

B. Soliciting / Flyer Distribution / Advertisement

No forms of solicitation and/or advertisement are allowed to be distributed or displayed within the community in any common area. This includes home businesses, Real Estate advertisements, open house signs, political signs, etc.

C. Antenna / Satellite Dish / OTARD / Other

Any owner wishing to install a satellite dish, Internet dish, etc., may do so without prior consent of the Association if the maximum size of the dish is less than thirty-nine (39.37") inches. Homes in a Sub-Association may have restrictions; contact your Property Management Company for further information.

D. Trash / Recycling

PC's, Article I, Section 101 (f)

Trash is collected during numerous days of the week. Owners on each street are strongly encouraged to select the same provider to lessen vehicle traffic, noise and damage to the street. Trash must be placed in sealed bags or containers with serviceable lids and be placed out the day of pick up and removed the same day. Homeowners must store trash containers in the garage, except for the day of collection services.

All trash and recycling containers are to have an attached lid or be secured in a manner to prevent the container contents from blowing away or being accessed easily by animals.

E. Mailboxes

Mailboxes are owned and maintained by the owner. Mailbox designs and locations vary in Peregrine depending upon the Filing which has different standards construction requirements. For information regarding replacement or design of your mailbox unit, please see **Attachment 2**.

F. Pest / Animal Control

The Association only provides for the treatment and/or removal of nuisance & biting and stinging insects/animals from the Common Areas. Each owner is responsible for his Lot, for the removal of bees, hornets, wasps, skunks, snakes and squirrels, mice, ants, gnats, etc. If you find a dead animal on your Lot, you can call All Large Animal Removal at 719-444-8988, if the animal is on City property, you can call 719-385-5934.

G. Quiet Hours

Quiet hours are from **10 p.m. through 8 a.m.** **At all times**, residents shall take care not to disturb their neighbor's right to the quiet enjoyment of their property and the neighborhood. Any resident observing a violation of this rule is encouraged to call the Police Department to file a noise complaint in addition to filing a written complaint to the Property Management Company.

H. Home Business / Bed & Breakfast

Home businesses are permitted to the extent they do not: 1) Violate any Federal or State law or any other ordinance of the City of Colorado Springs, 2) Violate any provision of the governing documents of this homeowner's association and these Community Rules, 3) Infringe on the peaceful enjoyment of the immediate neighbors, specifically or the community in general and/or

4) Engage in repair or restoration services. Any type of home business/bed & breakfast that falls into one of the categories above will be deemed to be an unreasonable annoyance or nuisance in violation of Section 102(c) of the PC's.

I. Display of the American Flag or Service Flag

The display is permitted but the Association must first approve the size, placement and manner of display. The Flag must be flown in accordance with the Federal Flag Code, P.L. 94-344; 90 STAT. 810; 4 U.S.C. 4 to 10. The pole should not exceed a maximum of 2"-4" diameter base and not exceed 20' installed height, with a maximum 3'x5' flag.

J. Sub-Associations / Assessment Guidelines

1. La Bellezza at Peregrine Homeowners Association:

"The Owners, the Property, and the Association shall be subject to the Prior Covenants for the Master Association. The Owners and the Association shall comply with the Prior Covenants, including without limitation, any architectural and use restrictions and any assessments payable thereunder, provided, however, (a) all Common Areas within the Property will be maintained by the Association under this Declaration, and the Master Association will not be responsible for such maintenance; (b) the annual assessment pursuant to the Prior Covenants for each Lot paying assessments within the Property will be one hundred percent (100%) of that established for detached single-family Lots elsewhere in Master Association and will be paid annually by the Association, and (c) pursuant to Section 206 of the Prior Covenants, the right to review and approve Improvements within the Property is hereby delegated to the Architectural Control Committee established under this Declaration, subject to the veto power set forth in said Section 206."

2. The Villages at Peregrine Homeowners Association:

"The Owners, the Property, and the Association shall be subject to those Protective Covenants (the "Master Declaration") for the Peregrine Master Association as recorded January 6, 1988 in Book 5462 beginning at Page 500. The Owners and the Association shall comply with Master Declaration, including without limitation, any architectural and use restrictions and any assessments payable thereunder, provided, however, (a) all Common Areas within the Property will be maintained by the Association under this Declaration, and the Peregrine Master Association, Inc. will not be responsible for such maintenance; (b) due to the foregoing maintenance provision, the annual assessment pursuant to the Master Declaration for each Lot paying assessments within the Property will be sixty-five percent (65%) of that established for detached single-family Lots elsewhere in Peregrine and will be paid annually by the Association commencing July 1, 2002, and (c) pursuant to Section 206 of the Master Declaration, the right to review and approve Improvements within the Property is hereby delegated to the Architectural Control Committee established under this Declaration, subject to the veto power set forth in said Section 206."

3. The Sanctuary at Peregrine Homeowners Association:

"The Owners, the Property, and The Sanctuary at Peregrine Homeowners Association shall be subject to those Protective Covenants (the "Master Declaration") for the Peregrine Master Association as recorded January 6, 1988 in Book 5462 beginning at Page 500 as supplemented in Reception No. 201123930. The Owners and the Association shall comply with Master Declaration, including without limitation, ... any assessments payable there under, provided however ... the annual assessment pursuant to the Master Declaration for each Lot paying assessments within the Property will be sixty-five percent (65%) of that established for detached single-family Lots elsewhere in Peregrine Master Association and will be paid annually by [The Sanctuary at Peregrine Homeowner's] Association."

“4.3 Annual Assessments. The annual assessment shall specifically include, but shall not be limited to ... the following: ... (n) any assessments payable under the Prior Covenants which shall be collected by [The Sanctuary at Peregrine Homeowner’s] Association and paid to the Peregrine Master Association pursuant to the Prior Covenants as described in Section 3.3 hereof.”

VIII. Parking and Vehicles

PC’s, Article I, Section 102 (d)

A. Overnight Parking

“Overnight parking on any public or private streets within Peregrine will not be allowed except in areas which may be specifically designated by the Committee. No stripped down, partially wrecked or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked anywhere within Peregrine except within fully enclosed garages.

No cars or motor vehicles can be worked on for mechanical repairs within Peregrine, except in fully enclosed areas where they are not visible from any adjacent property or street. No junk equipment which is visible to the occupants or users of any street within Peregrine will be allowed. **Parking of recreational vehicles (boats, trailers, campers, etc.) is only permitted within fully enclosed structures or within areas specifically designated by the Committee for parking of recreational vehicles.** The Committee shall have the right to move any recreational vehicle parking sites to different locations if it determines that is advisable.”

Note: all forms of trailers are to be stored inside an enclosed garage (small utility, garden, recreational trailers such as those used for ATV or Jet-Ski’s, sail boats, canoe, kayak, etc.). The times no vehicles can be parked on the street overnight are from 11:00 p.m. to 6:00 a.m. A junk vehicle is described as any vehicle that is inoperable or not able to be moved under its own power, that has flat tires, broken glass, has expired registration, failure to display the proper license plates, or otherwise damaged to a point where the vehicle cannot be driven or is leaking fluids.

The Board will make the final determination if a vehicle is considered a junk vehicle. All vehicles shall meet local noise requirements; automobiles and motorcycles must have mufflers in good working condition. Vehicles must be properly maintained and not create a disturbance or annoyance to others. Oil changes, brake replacement, fluid changes or other more involved vehicle repairs are not permitted unless inside an enclosed garage.

B. Vehicles and Parking / RV’s

All vehicles must be parked so as not to inhibit traffic or damage surrounding natural landscape. Vehicles shall not be left on community roads overnight and will not be parked on landscaped areas or on sides of driveways that are not designed for parking. The ARC may designate, at time of plan review or during construction, specific areas for parking of construction workers vehicles and/or equipment.

No boat, trailer, recreational vehicle, camper (on or off supporting vehicles), fifth wheel unit, tractor, commercial vehicle, mobile home, motor home, any towed trailer unit or truck shall be parked overnight on any street or upon any driveway located upon a Lot except in a completely enclosed building such as a garage unless permitted by the following exception: Motor home - recreational vehicles may occasionally (not more than 6 times per year) be parked on a driveway area or street for up to a maximum duration of 48 hours, for the purpose of loading, unloading or trip preparation.

C. Speed

Vehicle speeds (including residents, guests, vendors and contractors) shall not exceed the posted speed limits of the community. Driving on grass and sidewalks is prohibited.

VIV. PETS

PC's, Article 1, Section 102 (b)

A. General:

These Rules are necessary for the health, safety, welfare, comfort and property values of The Peregrine Master Association.

- No pet shall be permitted to run loose anywhere in the community and must be fenced or restrained by electronic fence controls at all times within the Lot. No pet shall be permitted to bark, howl, whine or otherwise create any obnoxious sound, odor, or disturbance.
- No animal of any kind shall be permitted which, in the opinion of the ARC makes an unreasonable amount of noise, odor or is a nuisance.
- If the Association determines a pet in an unreasonable burden or is a danger to the community because of a bite or attack, excessive barking, wildlife chasing or attacks, noise or other activities, the Association may require the owner of the pet involved take measures to mitigate or eliminate the problem, including permanent removal of the identified pet from home. If an owner has more than one dog/pet and the individual dog/pet causing the violation can not be determined, the owner may be subject to remove all pets from the home.
- All pet(s) must be on a physical leash in the hands of the owner or responsible person outside the confines of your Lot. No pet shall be allowed to damage the grass, trees, shrubs, or any other portion of the Common Areas.
- Incessant, unreasonable barking can be disturbing to the peace and quiet of a neighborhood and violates this Rule and both City and County ordinances to harbor such a disturbance. City law dictates it shall be unlawful for any person to own or keep any pet, which by barking, howling, yelping or other utterance disturbs the peace and quiet of the neighborhood (City Law 11-1-115).
- No pet shall be permitted to defecate on the common area walks, landscape areas, or elsewhere outside your Lot without it being cleaned up immediately.
- No pet(s) shall be kept for the purpose of breeding, boarding, or any other commercial purposes. Number of pets allowed per household will be in compliance with the laws of Colorado Springs.

B. Owner's Duties:

The owner of any pet shall assume any and all liability for the pet and its compliance with the governing documents. The owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability for bites, enforcement of these Standards, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet. The owner of a pet shall insure that it is kept in a clean, quiet and controlled condition. The owner of a pet agrees the Association may revoke the right of the pet owner to keep the pet in the home if there is any infraction of the governing documents and may require immediate removal of that animal.

An owner of a Lot shall advise his guests, occupants or tenants of the governing documents and any future Community Standards, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons dogs or pets from the premises if any violations occur. Any person entering the community shall be deemed to be aware of the governing documents and to agree to comply fully and promptly with these requirements.

VII. INSURANCE ISSUES

For specific questions regarding the Master Policy, please contact the Property Management Company. The Association carries a master insurance policy. Each owner is responsible for his or her own safety nor is the Association responsible for any personal property belonging to the owner. Each owner is responsible to obtain adequate insurance coverage for your home and personal belongings.

VIII. SIGNS & OTHER DISPLAYS

A. For Sale / For Rent Signs

Only one (1) professional temporary sign advertising a property for sale or lease, that is no more than six square feet in size and is conservative in color and style may be installed on the lot without ARC approval. Only one (1) sign per Lot is permitted. At no time shall such signage be installed upon any common area or fencing. No signs shall be placed in the common grass areas, entrance to the community, or any other portion of the community. Open house advertisements are permitted in the front of the subject home only.

All trade signs, which includes, but are not limited to, landscaping, painting, remodeling, etc., may only be displayed while work is in progress and must be removed upon completion of the job.

The ARC on a case-by-case basis shall consider requests for placement of one (1) additional temporary sign due to unique circumstances. The ARC must approve all other signs, including address numbers and nameplate signs. The ARC on a case-by-case basis will consider lighted signs.

B. Security / Alarm Monitoring Signs

The display of a home security system sign, maximum of two (2), must be placed in the ground within two feet of the exterior of the home, and be close to the front/rear entrance doors. Small window stickers / decals are permitted. Some lots require a monitored fire alarm system or a fire sprinkler system. In addition, fuels management procedures, as defined in Section 105 in Part 1 of Article 4 of Chapter 20 of the City Code shall be required for all lots within Peregrine.

C. Political Signs

No forms of political signs may be displayed earlier than forty-five (45) days prior to election day and seven (7) days after the election. The Association permits owners/residents to display a maximum of one (1) sign per candidate or issue, with the sign not to exceed thirty-six by forty-eight inches (3'x4'). No signs are allowed in the Common Areas.

If an Owner has a sign placed on his Lot, please reference the Temporary Sign Ordinance: City Code 3.2.218 D. This code applies to all signage, whether garage sale, homebuilder, Realtor, work at home, etc.

Temporary signs that are posted in the city/public right of way that has a Revocable Permit and an identification decal on the sign should be left where they are unless they pose a traffic hazard. Persons found posting illegal signage can be cited with a penalty of \$35 for each sign in their possession. Please notify Code Enforcement at 444-7891 to report an illegal sign. At www.SpringsPolice.com under [Division/Units, Code Enforcement](#) is where an online complaint form can be filled out and sent directly to the unit, anonymously, if necessary.

IX. ENFORCEMENT PROCEDURES

PC's, Article IV, Section 406

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic policy to address covenant and rule enforcement. The Association hereby updates the following policies and procedures for covenant and rule enforcement:

1. Enforcement Procedure. The Board shall not impose fines unless and until the Association has sent or delivered written notice to the Owner and/or violator as provided below.

A. Complaint. Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. Complaints may also be initiated by the Manager, or any member of the Board of Directors or of the Architectural Control Committee. Complaints that cannot be independently verified by a Board member or the Association's management agent must be in writing. The Board shall have no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.

B. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Community Standards, or Resolutions shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-Owner violator. The notice shall describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. All notices shall be delivered by messenger or sent by regular mail. A copy may also be sent by certified mail.

C. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, prior to the next Board meeting. The Owner will be added to the agenda. If the Owner has been previously notified of the alleged violation, has not corrected the violation, and may have a fine levied against him/her, a hearing date shall automatically be set for the next Board meeting. The Owner shall be notified of the date, time and place of the hearing by certified and regular mail. The Owner will also be given the opportunity to submit a written response to the alleged violation. The request for hearing or other written response shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. If the owner fails to respond or attend the hearing, the right to a hearing shall be deemed forever waived. The Board shall determine if there was a violation based upon the information

available to it, and if so, assess a reasonable fine as set forth in the fine schedule. The Board of Directors shall give written notice of said fine to the applicable Owner.

D. Board of Directors to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.

E. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

F. Hearing. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.

G. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within 14 days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board of Directors present.

2. Fine Schedule.

A. The following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Community Standards and Resolutions of the Association or of any Supplemental Declarations which the Association may enforce:

First violation:	Courtesy reminder letter
Second violation:	Warning letter/Notice of Hearing
Third and subsequent violations:	\$100.00/occurrence

Continuing violations shall be considered a separate occurrence for each day it continues after the date of the hearing and a per diem fine of \$100.00 per day may be imposed after the hearing until such time as the violation is remedied. The Board will use a twelve (12) month timeline when considering violations.

The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above

referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules.

B. All fines shall be due and payable upon notice of the fine and will be late if not paid within 15 days of the date that the Owner is notified of the imposition of the fine. An interest charge of 12% may be invoked, plus a \$10.00 per month late charge. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration.

Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.

3. Additional Enforcement Rights.

A. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first following the preceding notice and hearing procedures, if the Board determines that such action is in the Association's best interests.

B. Self-help Remedies. The Association or its duly authorized agents shall have the power to enter a Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or conditions that violates the Declaration, Bylaws or the rules provided, however, the violating Owner or resident is given at least 30 days prior written notice requesting that the violation be removed and abated and that the property restored to substantially the same condition as existed prior to the structure, thing or condition being placed on the property and causing the violation.

If the Association exercises its right subject to this paragraph, all costs of self-help, shall be assessed against the Owner's Lot and shall be a lien on the Owner's Lot.

C. Suspension of Right to Vote. The right of an Owner to vote shall be automatically suspended if the Owner is in violation of the Declaration, Bylaws, Community Standards or Resolutions of the Association.

4. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, rules and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association.

X. ASSESSMENTS / LATE FEES / COLLECTION COSTS

Articles of Incorporation, Article IV, Section (c), Bylaws, Article III, Section 3.10 (d), Bylaws, Article VIII, Section 8.3, PC's, Article III, Section 305 (a-i) and Article IV, Section 406.

1. Due Dates, Late Charges, Interest, and Suspension of Rights.

A. Due Dates: The annual assessment is due and payable on January 1 of each year. Payments shall be deemed received and shall be posted on the date the payment is received in the Association's office

or the Association's payment processor's office. Any installment not paid in full when due shall be considered past due and delinquent.

B. Late Charge. A late charge in the amount of \$10.00 per month shall be imposed for any assessment, fine or other charge not paid within 15 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the Lot.

C. Interest. Interest at the rate of 12% per annum may accrue on any delinquent assessment, fine or other charge from the due date without further notice to the Owner. Interest may be added to the Owner's account 15 days following the due date. Such interest is a personal obligation of the Owner and a lien on the Lot.

D. Suspension of Rights. An Owner's voting rights shall be automatically suspended without notice if an assessment or other charge is not paid within 15 days of the due date.

2. Return Check Charges.

A. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

(i) An amount equal to the face amount of the check, draft, or money order and a return check charge of \$30.00 or such greater amount as may be charged to the Association; or

(ii) If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft or money order shall be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.

B. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.

C. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

3. Attorney Fees. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.

4. Application of Payments. All payments received on account of any Owner or the Owner's property, may be applied first to post-judgment attorney's fees, costs and expense; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to return check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.

5. Time Frames. The following time frames shall be followed in the collection of monthly installments of the annual assessment and for collection of other charges.

December 1	Billings sent to all owners
January 1	Full or half payment is due
January 16	First Late fee / First Statement Mailed
January 30	Second Notice "Certified"
April 15	Last day for payment before going to collections
Around 10 days later	Delinquent account turned over to attorney for Demand Letter
Around 45 days later	Lien filed (payment for the year due in full)

If an Owner makes the first half of the payment on January 1, the following time frames will be followed:

June 1	Statement of balance sent to owner
July 1	Second half of payment due
July 15	First Late fee of 2 nd billing / Statement Mailed
August 16	Delinquent account turned over to attorney for Demand Letter
Around 45 days later	Lien filed

Late fees will be posted each month an account remains delinquent.

Notwithstanding the time frames set forth above, if a lien holder with priority over the Association's lien (i.e., first mortgagee) takes title to a Lot through foreclosure or deed in lieu of foreclosure, the Association may file a lien on the Lot for any delinquent payment.

Once accounts are turned over to the Association's attorney, Owners shall make payment to the Association at the address of the Association's attorney. The Association's attorney shall consult with the Association regarding collection procedures and payment arrangements.

6. Notices: Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notice to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

7. Referral of Delinquent Accounts to Attorneys. Upon referral of a delinquent account to the Association's attorneys, the attorneys shall take appropriate action to collect the accounts referred. After an account has been referred to the Association's attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The Association's attorney is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board, believed to be in the best interest of the Association, including, but not limited to:

A. Filing a lien against the delinquent Owner's property to provide record notice of the Association's claim against the property, if not already filed;

B. Filing suit against the delinquent Owner for a money judgment. The purpose of obtaining a personal judgment against the Owner is to allow the Association to pursue remedies such as garnishment of the Owner's wages or bank account to collect judgment amounts;

C. Instituting a judicial action of foreclosure on the Association's lien. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The

purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action;

D. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim; and

E. Filing a court action seeking appointment of a receiver. A receiver is a disinterested person, appointed by the court that manages rental of the Owner's property, and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent waste and deterioration of the property. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. Upon referral of any matter to the Association's attorney, the Association shall pay the Association's attorneys their usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

8. Notification to and Communication with Owners. This Collection Policy shall be made available to all Owners by the Association as required by Colorado law. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner shall be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

9. Certificate of Status of Assessment/Estoppel Letter. The Association shall furnish to an Owner or such Owner's designee upon written request, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement shall be delivered within 10 calendar days after receipt of the request for a fee. The fee for the statement shall be assessed in accordance with the management company's fee schedule for such statements, which fee shall become an assessment. If the Owner's account has been turned over to the Association's attorney, such statement shall be handled through the Association's attorney and shall include any attorney fees incurred in providing the statement.

10. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association shall advise the Association's attorney of the same and turn the account over to the Association's attorney.

11. Waivers. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

12. Amendment. The Board of Directors may amend this Collection Policy from time to time.

XI. AMENDMENT AND GENERAL PROVISIONS

- The Board hereby reserves the right, at any time and from time to time, to modify, amend, repeal or recommend amendments to these Community Standards in accordance with the PC's, the Articles of Incorporation and Bylaws of the Association, and applicable law.
- Failure by the Association, the Board or any person to enforce any provision of these Community Standards shall in no event be deemed to be a waiver of the right to do so thereafter.
- Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The provisions of these Community Standards shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereto, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.
- The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Community Standards or the intent of any provision hereto. The Association shall be entitled to recover its attorney's fees and expenses in any enforcement of the PC's or these Community Standards, or both.

XII. PROPERTY MANAGEMENT

Z & R Property Management 6015 Lehman Drive, Suite 205 Colorado Springs, CO 80918	Email: Derek@zandrmgmt.com Office: 719-594-0506 / Fax: 719-594-0473
---	---

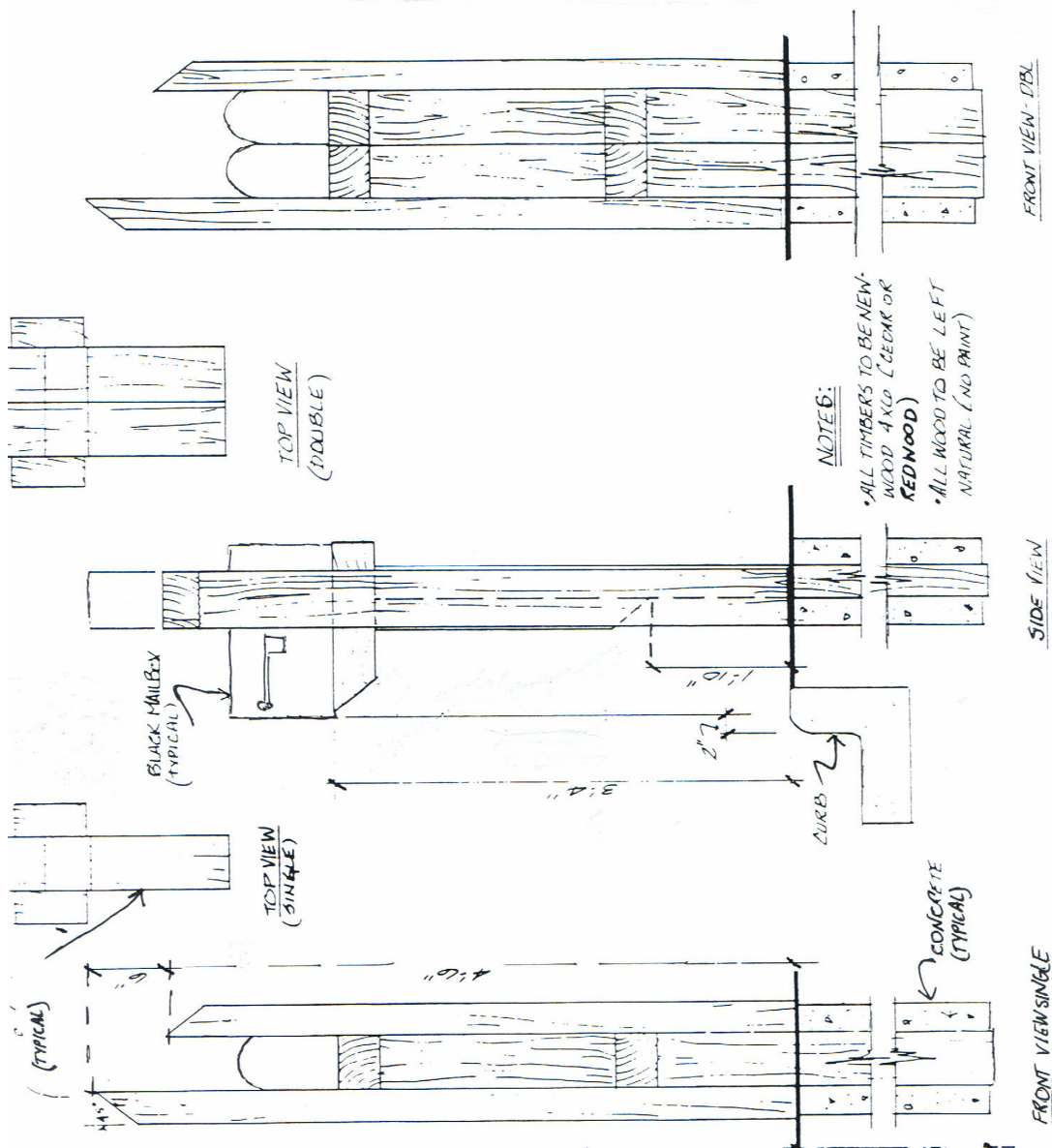
XIII. ACCOUNTING

Balanced Bookkeeping P.O. Box 25696 Colorado Springs, CO 80936	Email: Balbookacc@aol.com Office: 719-593-9811 / Fax: 719-265-6481
--	---

Additional copies of this booklet are available from the Property Management Company or can be printed/viewed on the website: www.peregrinehoa.com

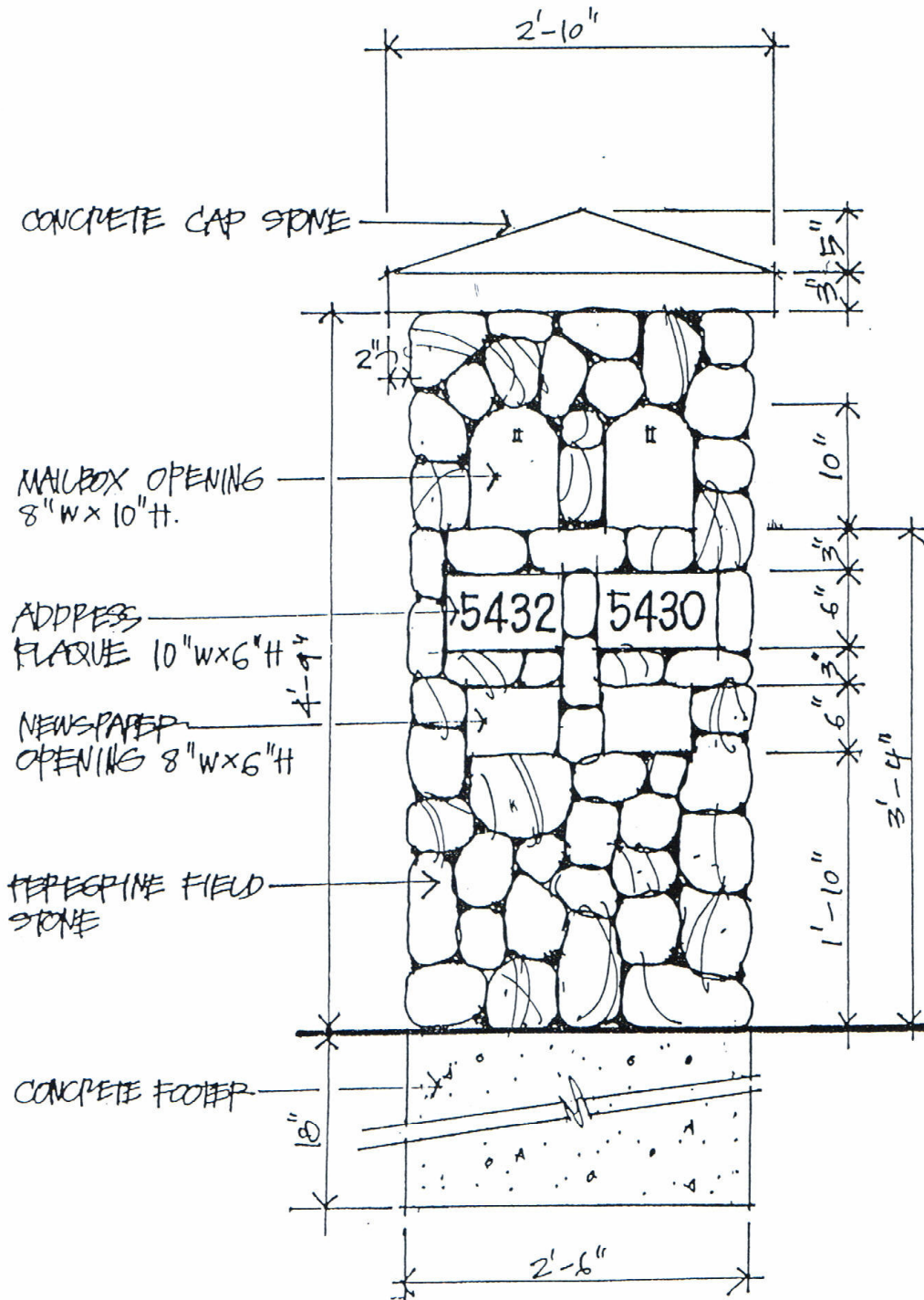
Attachment 1 – Common Area Map

Attachment 2 – Mailbox Designs



MAIL BOX DETAIL OF PEREGRINE

Attachment 2 – Mailbox Designs

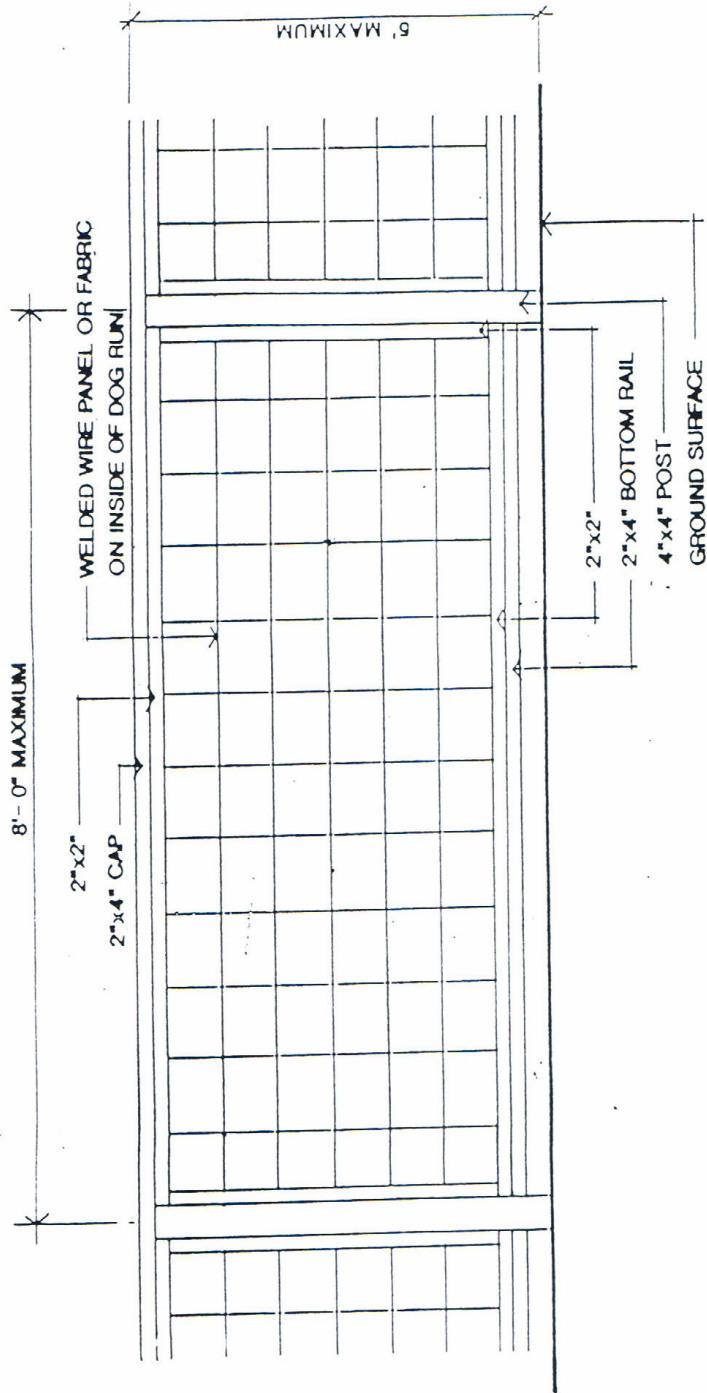


Peregrine Mailbox Detail

1" = 1'-0"

Attachment 3 – Sample Dog Run Fence

SMALL ORIGINAL DOG RUN FENCE PANEL
 NOT TO SCALE



FENCE SPECIFICATIONS:

- WELDED WIRE PANEL - 1/4" WIRE ROD WITH 6"x8" OPENING. STAPLE PANEL TO 2"x2"s ON INSIDE OF DOG RUN
- WELDED WIRE FABRIC - 12-1/2 GAUGE WITH 2"x4" OPENING. STAPLE FABRIC TO 2"x2"s ON INSIDE OF DOG RUN.

Attachment 4 – Water Calculations - **Mahogany Vail Filings Only**

October 22, 1999

Peregrine Joint Venture
1600 W. Woodman Road
Colorado Springs, Colorado 80919

Attention: Mr. Dean **Uenasie**

Subject: Irrigation Limitations
Tuscany Heights, Mahogany Vale
Colorado Springs, Colorado
Job No. CS - 8296

Gentlemen:

As requested, we have evaluated the amount of supplemental irrigation water we believe could be applied to limited landscape vegetation within the subject subdivisions to meet our intent of restricting irrigation to reduce the risk of reactivating historic landslides we believe are currently stable. The intent of the recommendations we made in our Geologic Hazards Studies was for there to be no net increase in the existing subsurface moisture that would result in a substantial rise in the ground water table. We believe that this is accomplishable by adding no more total water to the overall development beyond the difference in the evapotranspiration rate and the annual precipitation.

Sources we have researched suggest the difference in the annual rain fall and evapotranspiration rate for locals similar to Peregrine is on the order of 4 inches per year. This translates into a volume of 2,500 gallons per 1,000 square feet on an annual basis. Considering that irrigation typically occurs between May and September, a five month period, the volume would be 500 gallons per 1,000 square feet. **per month.**

We understand it is your desire to have a simple method of establishing how many gallons of supplemental water can be applied on an individual lot basis. We suggest calculating the quantity allowed by taking the total square footage of the lot and subtracting the area of the ground surface covered by the dwelling, porches and patios, driveway, and that area of the street fronting the lot times $\frac{1}{2}$ the width of the asphalt, curb and gutter and any sidewalk. That net area should then be divided by 1,000 and that number multiplied times 500 gallons per month for five months. That would be the amount of supplemental water that could be applied to landscaping during the months of May, June, July, August, and September. If irrigation water is to be applied during other months, the total net should not exceed 2,500 gallons per 1,000 square feet. **per year.**

CTL/THOMPSON, INC.
CONSULTING ENGINEERS

5240 MARK DABLING BLVD. ■ COLORADO SPRINGS, COLORADO 80918 ■ (719) 528-8300



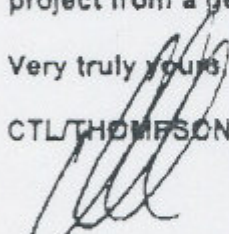
There is some consumption quantity for household purposes that will need to be accounted for when evaluating landscape consumption during the summer months. Since we are currently entering the time of year when irrigation does not occur, this may be the appropriate time to establish the "base line" consumption.

The purpose of the above discussion was to present what we believe is a rational method to calculate irrigation water on a lot by lot basis. We reiterate our recommendation of the use of plants native to this area that require little to no supplemental irrigation to survive.

Should you have any questions regarding the contents of this letter or the project from a geotechnical or geologic point of view, please call.


Very truly yours,

CTL THOMPSON, INC.


William G. Hoffmann, Jr.,
Principal



Reviewed by:


Jonathan R. Lovelock, P.G.
Geologic Engineer

WCH:JRL:djm

(5 copies sent)

Attachment 5 – HB 1270

A new law, House Bill 1270 (effective August 2008) states an Association shall not “effectively prohibit” “renewable energy generation devices” which are solar energy devices or wind electric generators (that is windmills which meet certain standards) or the installation or use of “energy efficient measures” which are awnings, shutters, trellis or other shade structure, a garage or attic fan and vents, an evaporating cooler, energy efficient outdoor lighting device, or a retractable clothesline.

As to energy generators, the Association may impose “reasonable” aesthetic restrictions as to the dimensions, placement, and appearance of the device so long as they do not:

- Significantly increase the cost of the device;
- Significantly decrease its performance or efficiency.

In addition, the Association may require safety requirements and reasonable restrictions to reduce interference with use and enjoyment by residents of properties situated near the generators as a result of sound.

Energy efficiency measures ("EEM"), the Association may impose "reasonable" aesthetic restrictions which consider (1) the impact on the purchase price and operating costs of the EEM, (2) the impact on the performance of the EEM and (3) criteria contained in the Association’s governing documents.

As to generators and EEM's, the owner has no right to place such items on (1) property owned by another person, (2) leased property, except with permission of the landlord, and (3) a “general common element.”