



**Kings Row  
HOMEOWNERS ASSOCIATION  
P.O. Box 202  
Carbondale, Colorado 81623**

Reception#: 776995  
10/29/2009 03:50:40 PM Jean Alberico  
1 of 10 Rec Fee:\$51.00 Doc Fee:0.00 GARFIELD COUNTY CO

October 27, 2009

Office of the Clerk and Recorder of Garfield and Eagle Counties, Colorado;

Enclosed is the notarized, signed, master copy of the Kings Row Homeowners Association's Amended and Restated Protective Covenants for the Kings Row Subdivision to be recorded with each county as a number of our lot/home owners reside in each county. The document was approved by the majority of our lot owners, by written, mailed, and signed ballots, during the month of May this year. The ballots are permanently on file with our Secretary-Treasurer. The vote was tabulated at our annual meeting on June 28, 2009, and passed by majority vote as per our current Covenant specifications. These Amended and Restated Covenants supersede all previous amended versions of our Covenants. Thank you.

STATE OF COLORADO  
County of Garfield *js*

The foregoing instrument was acknowledged before  
me on 29 October 09 (date) by  
Richard G. Wells

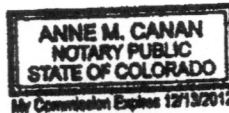
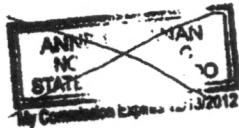
12-13-12 Date Commission Expires  
Annie M. Canan  
Notary Public

Sincerely,

Richard G. Wells

President

Kings Row Homeowners Association



Kings Row (above)

**AMENDED AND RESTATED PROTECTIVE COVENANTS  
FOR  
KINGS ROW SUBDIVISION**

KINGS ROW SUBDIVISION Filing Nos. 1 and 2 is an approved subdivision located in Garfield and Eagle Counties as shown on the Plat thereof recorded in the Office of the Clerk and Recorder of Garfield County, Colorado, on April 20, 1976, as Reception No. 272247; on August 24, 1978, as Reception No. 287943; on November 20, 1990, Kings Row Subdivision Filing 1 Re-subdivision of Lots 37 and 38, as Reception No. 418968; and in the Office of the County Clerk and Recorder of Eagle County, Colorado, on September 6, 1977, as Reception No. 155774 in Book 259 at Page 431, and on March 16, 1979, as Reception No. 179414 in Book 283 at Page 008.

Kings Row Homeowners Association hereby sets forth these Amended and Restated Protective Covenants for the benefit of said lands and the owners thereof. These Amended and Restated Protective Covenants are hereby approved by a majority of Kings Row Subdivision lot owners by written ballots. These Amended and Restated Protective Covenants shall amend and supersede in its entirety all previous covenants and restrictions, including but not limited to:

- |                    |   |
|--------------------|---|
| April 20, 1976     | <u>Protective Covenants, Kings Row, A Subdivision</u><br>Garfield County Reception No. 272248, Book 484, Page 458   |
| May 2, 1978        | <u>Amended Protective Covenants for Kings Row Subdivision</u><br>Garfield County Reception No. 285181, Book 509, Page 275   |
| May 12, 1978       | <u>Eagle County Reception No. 166543, Book 270, Page 152</u>  |
| September 19, 1983 | <u>First Amendment to the Amended Protective Covenants</u><br>Revised Covenant 12<br>Garfield County Reception No. 345832, Book 635, Page 818   |
| April 16, 1987     | <u>Resolution of the Board of Directors of Kings Row Subdivision</u><br>Revised Covenant 19<br>Garfield County Reception No. 380881, Book 709, Page 689<br>Eagle County Reception No. 357323, Book 461, Page 95 |
| October 19, 2000   | <u>Resolution of Board of Directors of Kings Row Subdivision</u><br>Revised Covenant 11 and Added Covenants 39 and 40<br>Garfield County Reception No. 571028, Book 1213, Page 125                              |
| November 13, 2000  | <u>Eagle County Reception No. 743905</u>  |
| January 10, 2003   | <u>Amendment to the Amended Protective Covenants</u><br>Revised Covenant 23<br>Garfield County Reception No. 618512, Book 1426, Page 256  |
| September 12, 2006 | <u>Amendment to the Amended Protective Covenants</u><br>Revised Covenant 11<br>Garfield County Reception No. 706662, Book 1842, Page 11   |

September 20, 2007 Amendment to the Amended Protective Covenants  
Revised Covenants 21, 24, and 29  
Garfield County Reception No. 733551

The following covenants, conditions, restrictions and reservations shall attach to the said real property and every lot thereof and shall constitute covenants running with the land:

1. **Residential Use:** No lot shall be used for any purpose other than residential purposes. No buildings, improvements, or structures shall be constructed on any lot smaller than two (2) acres in size, other than a single family dwelling and such improvements or structures as are incidental or appurtenant to a single family dwelling or to uses hereinafter defined. No lot shall be used at any time for business or commercial activity.
2. **Animals:** No livestock shall be permitted to be kept on the land except not more than two (2) horses may be kept on lots containing three (3) or more acres. Barns or stables must be constructed for any horses. The location and building plans for any barn or stable must be approved by the Kings Row Homeowners Association, if architectural control is assigned thereto as provided hereinafter, prior to their construction. No poultry shall be kept on any lot.

Dogs shall be permitted only subject to the strictest interpretation of the following restrictions: No dog shall be permitted to trespass beyond the boundaries of the lot owned by the person or persons where the dog is housed unless accompanied by a person in full control of the animal's behavior. The Homeowners Association shall have the right and obligation to assess and enforce payment of a fine by the dog's owner of One Hundred Dollars (\$100.00) for each violation of this restriction. In addition to the foregoing penalty, any dog caught chasing or molesting deer or horses may be disposed of by the Homeowners Association, in as much as dogs have caused serious consequences in western Colorado to both domesticated livestock and wild animals, a situation that will not be tolerated by livestock owners and wildlife authorities.

3. There is no covenant 3.
4. **Oil, Gas and Mineral Development:** One-half of all oil, gas, and mineral rights are owned by the Homeowners Association with the remaining one-half owned by the heirs of Bessie F. Fender. Purchasers may be indemnified for any loss which might occur from the exercise of said mineral rights by requesting additional protection and coverage in their policies of title insurance at the time of purchase, and purchasers shall pay any additional title insurance premium for such coverage.
5. **Irrigation Rights:** An easement is hereby granted to all owners of ditch rights and irrigation water rights conveyed by said ditches to enter upon any parcel or parcels within the subdivision at reasonable times for the purpose of repair, construction or maintenance of irrigation canals or ditches located upon existing easements. The Homeowners Association shall further be entitled to apply irrigation water at reasonable times to common green belt easements located upon any parcel or parcels as in its discretion it may determine necessary and desirable.

6. **Signs:** No sign and no advertising device of any nature shall be placed upon the property except a small sign, no larger than 6" x 18", in form and design approved by the Architectural Control Authority, showing the owner's name and/or property address of the parcel, and except a sign, no larger than 18" x 36", in form and design approved by the Architectural Control Authority, to indicate the lot is for sale and the party, the address and/or telephone number to contact for information about such sale, and except such other type of sign or signs as may be approved in writing by the Architectural Control Authority.
  
7. **Sewage Disposal:** All sewage disposal facilities, sanitary system, septic tank, sewage leach fields, percolation systems, or drain fields shall be installed and constructed according to the health and safety standards of Garfield County or Eagle County and the State of Colorado. No septic tanks shall be installed within 200 feet of any well supplying domestic water to the subdivision. Within that distance only, county and state approved aerated sanitary disposal systems may be installed.
  
8. **Drainage Control:** Each lot owner shall provide one or more culverts where driveways cross any road or irrigation ditch. The minimum size culvert shall be eighteen (18) inches in diameter unless approval is given by the Architectural Control Authority for a smaller size. No building may be erected closer than fifteen (15) feet from any irrigation ditch, whether or not said ditch appears on the subdivision plat as a surveyed easement. No lateral irrigation ditch may be blocked in any way which would impede the flow of water to or from adjoining lands. Lateral ditches may be relocated provided such change does not adversely affect the flow of irrigation water to or from adjacent lands, and then only with the written consent of the Homeowners Association.
  
9. **Temporary Structures:** No tent or shack shall be placed upon any parcel and no temporary building, trailer, mobile home, improvement or structure shall be placed upon any lot, except during such reasonable period as may be necessary for the construction of approved improvements on such lot. No temporary building, trailer, mobile home, improvement or structure permitted during construction periods shall be used, even temporarily, as a residence. The Homeowners Association, however, may store materials, equipment and machines on any unsold lots and may erect temporary structures on said lots, providing such materials, equipment, and machinery are used for the general maintenance of subdivision roads and open space or the construction of subdivision roads and open space or the construction of residential houses for sale.
  
10. **Zoning:** No lands within KINGS ROW SUBDIVISION shall ever be occupied or used by or for any structure or purpose in or in any manner which is contrary to the applicable County zoning regulations, except as the same may be allowed under said regulations as a non-conforming use or by special permit.
  
11. **Enclosure of Unightly Facilities, Equipment and Removal of Debris:** All unightly structures, facilities, equipment and other items, including but not limited to, those specified below, shall be enclosed within a solid, covered structure or screened from view. Any trailer, boat, snowmobile, disabled vehicle, tractor, snow removal or garden equipment, and any similar item shall be kept at all times, except when in actual use, in an enclosed structure. However, one recreational or utility trailer, not to exceed 32 feet

in length, per lot, may be parked either in the driveway or elsewhere on the property. If not parked in the driveway, the trailer must be screened from view. Any refuse or trash container, utility meter or other utility facility, gas, oil or water tank, service area, storage pile, or area for hanging clothing or other household fabrics shall be enclosed or appropriately screened from view by planting or fencing approved by the Homeowners Association, and adequate to conceal the same from neighbors, streets, private roads and access drives. However, clothing and other household fabrics may be hung outside for brief periods of time only to air or to dry and must be removed in a timely manner. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any lot except building materials during the course of construction and then only for such reasonable period of time as is necessary prior to collection or disposal thereof. No unsightly weeds shall be permitted to grow or remain on any lot.

12. **Electricity Wires and Poles:** The Homeowners Association has provided electric and telephone transmission lines in and over a street abutting each lot or along platted easements along a boundary of each lot. Any extensions from said lines shall be underground and shall be installed at the expense of the lot owner. All extensions shall be installed in accordance with engineering standards promulgated from time to time by Holy Cross Electric Association, Inc. or its successors. Notwithstanding the foregoing provisions, it shall be permissible to extend an electrical transmission line from the existing electrical pole near the southerly boundary and within Lot 42 of the subdivision over County Road 102 in a southwesterly direction to the lot owned by James Marshall, or any subsequent owner of said lot.
13. **Noxious or Offensive Activities:** No noxious or offensive activity shall be carried on upon any lot at any time nor shall anything be done or permitted which may be or become a nuisance to other property or to the owners thereof.
14. **Architectural Control Authority:** The Kings Row Homeowners Association shall be and constitute the Architectural Control Authority.
15. **Kings Row Homeowners Association:** A Colorado nonprofit corporation has been incorporated to further the interests of the lot owners of KINGS ROW SUBDIVISION and to assume the responsibility of architectural control and to regulate, manage and maintain the supply of domestic water in KINGS ROW SUBDIVISION. All lot owners shall be required to obtain their domestic water from the Association. Quantities of water delivered to each lot shall be regulated by size of lines or meters or both. The Association shall establish water service charges sufficient to operate and maintain the system and to establish a capital reserve fund for reconstruction of the system as may be necessary. The owners of all lots shall be members of the Association; shall be required to maintain membership in such Association; shall be entitled to one (1) vote for each lot owned; and shall be required to pay assessments levied by the Association which assessments shall be prorated equally among the platted lots. If the owner of any lot fails, after demand, to pay any assessment levied by the Homeowners Association, then the Homeowners Association shall have a lien, from and after the time of notice of such failure to pay is recorded in the Office of the County Clerk and Recorder, against the lot of such owner for the amount due and not paid, plus interest from the due date of

payment at the rate of nine percent (9%) per annum, plus all costs and expenses of collection, including reasonable attorney's fees. The lien may be foreclosed in the manner provided for foreclosure of mortgages in the State of Colorado.

16. **Assessments:** In addition to operation and maintenance of the domestic water system, the Association may levy assessments to maintain and operate the irrigation ditches and common areas, to promote the recreation, health, safety and welfare of the residents of KINGS ROW SUBDIVISION. Assessments may be used for subdivision road maintenance if deemed necessary or convenient by the Association. Assessments shall be levied uniformly against all lots in the subdivision whether improved or not.
17. **Approval of Structures:** No structure shall be placed upon or permitted to remain upon any parcel, or altered in any way which will change its exterior appearance without the prior approval, in writing, of the Homeowners Association or the Architectural Control Authority, if such responsibilities have been assigned by the Homeowners Association.
18. **"Structure" Defined:** "Structure" as used herein shall mean any tangible thing above or below the surface of the ground which might affect the appearance of the property or the health or safety of any person including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, patio, swimming pool, tennis court, swimming or tennis cabana, stable, barn, fence, wall, sign, barbecue pit, tank, playhouse, tree house, gazebo, pool, pond, excavation, pipe, pole, wire, cable, or any tree or other landscaping feature.
19. **"Primary Structures" Permitted:** "Primary Structure" shall mean any enclosed structure which occupies more than eighty (80) square feet in area or more than six hundred (600) cubic feet in volume. The primary structures permitted on any single parcel shall consist of no more than one (1) single family dwelling house with an interior living floor area of at least fifteen hundred (1500) square feet exclusive of accessory buildings, garages, porches or patios, together with no more than two (2) non-dwelling structures or unconnected enclosed structures such as swimming or tennis cabanas, stables, garages or greenhouses. No non-dwelling structure shall be erected or installed except concurrently with or after construction of a single family dwelling house. All primary structures shall conform in general exterior appearance with the single family dwelling house.
20. **Structure Exterior:** The exterior portions of all buildings shall be natural or stained wood, stucco, natural rock, brick, or such other material as may be approved by the Homeowners Association or Architectural Control Authority.
21. **Fences:** Fences shall be subject to approval by the Homeowners Association or the Architectural Control Authority as to location, size, design, material and side yard requirements and proximity to neighboring property and structures. No barbed wire fences shall be permitted. Fences shall be either split rail or pole. Any exception applied for shall include a written agreement from each adjoining property owner that specifies the material the applicant wishes to substitute for what is specified in the Covenants. Smaller steel mesh enclosures for dogs may be approved by the Architectural Control Authority.

- 22. Procedure for Approval of Structures:** The Homeowners Association or the Architectural Control Authority may impose reasonable requirements with respect to information to be furnished and the form and manner of presenting the same in order to obtain approval for any structure, including, but not limited to, all landscaping. For all primary structures, exterior design and elevation plans shall be submitted which shall show location of all existing and proposed structures on the lot; all lot lines; shall indicate materials and colors to be used; and shall be accompanied by samples of materials and colors to be used, upon request. Plans shall be submitted in duplicate.
- 23. Criteria for Architectural Control:** The Homeowners Association or the Architectural Control Authority shall use reasonable discretion in determining whether to approve or disapprove structures. This discretion shall be exercised with the following objectives in mind:
- a. To direct the positioning, elevation, profile and surface treatment of all structures so as to minimize their obstruction or diminution of the principal views from each site.
  - b. To preserve or enhance existing natural features such as trees, shrubs, topography and unconfined openness or transition between areas.
  - c. To promote the location and design of structures so that their site, form and surface treatment harmonizes with the natural setting and with other structures on adjacent property.
  - d. To promote the use of landscape materials that are indigenous to or existing in the area and which have low maintenance requirements so that natural and landscaped areas are not sharply contrasted and so that well-maintained and poorly-maintained areas are not sharply contrasted.
  - e. To promote the use of structural materials that have minimum maintenance requirements so as to assure a better appearing area under all conditions.
  - f. To promote the design and construction of improvements that incorporate the best visual, functional and material quality elements possible so that each parcel will serve its owner better and enhance the value of adjacent property by its presence.
  - g. The Architectural Control Authority will not consider the following structures for approval: modular, manufactured, prefabricated or any similar types of construction.
- 24. Approval or Disapproval:** Any structure shall be deemed and considered disapproved unless approval is expressly given and is evidenced in writing executed by the Homeowners Association or the Architectural Control Authority. Notwithstanding the foregoing, if the Homeowners Association or the Architectural Control Authority fails to approve a structure and does not expressly indicate disapproval or affirmatively impose additional requirements or request additional information be furnished, either verbally or in writing, within forty five (45) days after a written request for written approval, the structure shall be deemed approved. In addition, as to any bona fide purchaser or encumbrancer for value and without notice, any structure which has been complete or installed for one year shall be deemed to have been approved unless the Homeowners Association or the Architectural Control Authority shall have recorded an instrument in writing indicating disapproval in the Office of the County Clerk and Recorder, prior to the date on which such bona fide purchaser or encumbrancer obtains a recorded interest therein.

25. **Prompt Completion of Structures:** Construction or installation of any structure shall proceed promptly and diligently after approval. Unless the time is extended in writing, failure to complete a structure within one year after the date of approval shall constitute an automatic revocation of the approval and any partially completed or installed structure shall not then be thereafter permitted to remain on the property for a period longer than three months after the Homeowners Association or the Architectural Control Authority requests in writing the removal of the partially constructed or installed structure.
26. **Right of Inspection:** The Homeowners Association or the Architectural Control Authority and their duly appointed agents or employees may enter upon any property at any reasonable time or times for inspection of any structure.
27. **Change of Grade:** No grade, stream bed, ground level or drainage pattern on any parcel shall be altered or changed without obtaining the prior approval, in writing, of the Homeowners Association or the Architectural Control Authority.
28. **Variances:** The Homeowners Association or the Architectural Control Authority may allow variances from compliance with any of the terms or provisions of these Protective Covenants when circumstances such as topography, natural obstructions or hardship may require and, if such variance is granted, no violation of the covenants, restrictions and conditions of these restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. Such variance must be evidenced in writing. The granting of such variance shall not operate to waive any of the terms and provisions of these restrictions for any purpose except as to the particular lot and particular provisions hereof covered by the variance. In no event may a variance be granted which would permit any business or commercial activity.
29. **Enforcement Rights:** The Association, acting by and through its Board of Directors, shall have the right to prosecute any action to enforce the provisions of all of these Covenants on behalf of itself and all or part of the owners of the lands within the Subdivision. In addition, each owner of land within the Subdivision, including the Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. The prevailing party in any enforcement action shall be entitled to an award of its reasonable costs and attorney's fees. The Board of Directors shall document and notify in writing a lot owner of a potential violation and give the lot owner thirty (30) days to respond. After thirty (30) days of the written notice to any owner of a violation of these Covenants, and the owner's failure to eliminate or cure said violation, the Association, in addition to the other remedies set forth herein, may levy a penalty of up to \$100.00 per day for every day the violation existed after being notified of the violation.
30. **Remedies:** The covenants, restrictions and conditions contained in these Protective Covenants shall be enforceable by proceeding for prohibitive or mandatory injunction. Actual damages shall not be deemed an adequate remedy for breach or violation but, in an appropriate case, punitive damages may be awarded. In any action to enforce any covenant, restriction or condition contained in these restrictions, the prevailing party or parties may be awarded reasonable attorney's fees.



31. **Additional Remedy:** In addition to the remedies stated above, the Homeowners Association or their nominees, upon violation or breach of any covenant, restriction or condition contained in these Protective Covenants, may enter upon any lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the owner of the lot. If the owner of the property fails, after demand, to pay such costs, then the Homeowners Association, which incurred such costs, shall have a lien, from and after the time a notice of such failure to pay is recorded in the Office of the County Clerk and Recorder, against the property of such owner for the amount due and not paid, plus interest from the date of demand for payment at the rate of nine percent (9%) per annum, plus all costs and expenses of collection, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Colorado.
32. **Protection of Encumbrancer:** No violation or breach of any restriction, covenant or condition contained in these Protective Covenants and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith for value or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust.
33. Intentionally Deleted
34. Intentionally Deleted
35. **Severability:** Each of the covenants, restrictions and conditions contained in these Protective Covenants shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continued effect of any other.
36. **Amendment and Termination:** The restrictions, covenants and conditions in these Protective Covenants continued until January 1, 1985, and from year to year thereafter until amended or terminated by written instrument executed by the owners of a majority of the lots then subject to these covenants.
37. **Paragraph Headings:** The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions herein contained.
38. **Waiver:** Waiver or failure to enforce any restriction, covenant or condition in these Protective Covenants shall not operate as a waiver of any other restriction, covenant or condition.
39. **Irrigation Rights:** When the irrigation system is active, the lot owner must use it, instead of the potable water supply, for any and all outside watering of lawns, landscapes, trees, or gardens.

40. **Exterior Lighting:** Exterior lights shall not shine nor be reflected on structures on any other lot in the Subdivision. All exterior lights shall be covered and pointed downwards. Exterior lights are not allowed to remain on all night. Continuous and regular use of exterior flood and area lighting is prohibited. Mercury vapor, high-pressured sodium, and similar high intensity lighting is prohibited. High intensity premises lighting primarily for security such as used on farms and ranches is prohibited.

IN WITNESS WHEREOF, Kings Row Homeowners Association has caused these Amended and Restated Protective Covenants for Kings Row Subdivision to be executed as of the 29<sup>th</sup> day of OCTOBER, 2009.

KINGS ROW HOMEOWNERS ASSOCIATION

By: Richard Wells  
Richard Wells, President

STATE OF COLORADO )  
COUNTY OF Garfield )ss.

The foregoing Amended and Restated Protective Covenants for Kings Row Subdivision was acknowledged before me this 29<sup>th</sup> day of October, 2009, by Richard Wells, as President of Kings Row Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 12-13-2012

Anne M. Canan  
Notary Public

