

**AMENDMENT TO THE
AMENDED AND RESTATED PROTECTIVE COVENANTS
FOR
KINGS ROW SUBDIVISION
(Covenant 1 – Residential Use)**

THIS AMENDMENT to the Amended and Restated Protective Covenants for Kings Row Subdivision (“Amendment”) is made this 20 day of February, 2023 by the Kings Row Homeowners Association, Inc. (the “Association”), a Colorado non-profit corporation.

WITNESSETH:

WHEREAS, Kings Row is a subdivision located in Garfield County and Eagle County, Colorado, as shown on the final plat thereof, recorded in the public records of Garfield County, Colorado on April 20, 1976 at Reception No. 272247 and on August 24, 1978 at Reception No. 287943 and in the public records of Eagle County, Colorado on September 6, 1977 at Reception No. 155774 and on March 16, 1979 at Reception No 179414;

WHEREAS, the Amended and Restated Protective Covenants for Kings Row Subdivision (the “Covenants”) was recorded in the public records of Garfield County, Colorado on October 29, 2009 at Reception No. 776995 and in public records of Eagle County Colorado on November 12, 2009 at Reception No. 200924362 and amended by:

- Amendment to the Amended and Restated Protective Covenants for Kings Row Subdivision recorded in the public records of Garfield County, Colorado on December 6, 2021 at Reception No. 967675 and in public records of Eagle County Colorado on December 6, 2021 at Reception No 2021127083;

WHEREAS, the Covenants presently restrict construction and use of improvements on lots in Kings Row to one (1) single-family dwelling on each lot that must be used by a single-family;

WHEREAS, the purposes of this Amendment are to clarify that, if leased, the entire single-family residence must be leased and not just a portion thereof, as well as to implement the land-standing interpretation of the Covenants that ADUs are prohibited;

WHEREAS, this Amendment does not require the consent of a mortgage or trust deed holder; and

WHEREAS, this was approved by the affirmative vote or agreement of Owners to which more than fifty percent (50%) of the votes in the Association are allocated, as certified and attested by the President of the Association below.

NOW THEREFORE, the Covenants are hereby amended as set forth below:

1. Recitals. The foregoing recitals are incorporated herein.

2. Section 1 – Residential Use. Section 1 of the Covenants is hereby to amended by deleting the ~~strike through~~ language and adding the **bold, underlined** language, as follows:

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.

No owner may lease less than his or her entire lot and single-family residence thereon. Leases of less than an entire lot/resident are prohibited, except for: (a) an owner's lease to a roommate in which the parties intend to share the premises and kitchen; and (b) a live-in caretaker or health care provider. Subleasing is prohibited.

Creation of a separate living space or accessory dwelling unit is prohibited. No cooking appliances are permitted outside the main kitchen of a unit.

The foregoing restrictions on leasing shall include all forms of leases, licenses, and other contractual rights of occupancy.

3. Force and Effect. This Amendment hereby supersedes and controls over any provision contained in the Covenants as adopted before this Amendment. Except as amended by the terms of this Amendment and previous amendments, if any, the Covenants shall remain in full force and effect. This Amendment shall be effective upon recordation.

IN WITNESS WHEREOF, the undersigned executed this Amendment as of the date written above.

~ Signature Page Follows ~

