

## Amendment to the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and Filing #2.

This instrument, signed by at least 90% of Lot Owners, amends the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and #2, dated January 25, 1979 by Carlyle J. Fowler and Virble M. Fowler.

**Bold face indicates additions to the document, strike-outs indicate deletions from the document:**

Changes to page 2

14. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance first lot is described as follows:

That Parcel designated as "Private Open Space 2.632 Acre" on Sheet 2 of 2 KING'S VIEW ESTATES FILING NO. ONE, recorded in Plat Book 12, Page 56, Mesa County Records.

That Parcel designated as "Private Open Space 5.231 Acre" on Sheet 2 of 2 KING'S VIEW ESTATES FILING NO. TWO, recorded in Plat Book 12, Page 244 and 245, Mesa County Records.

Changes to page 3

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have ~~two classes of voting membership:~~

~~Class A.~~ Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

~~Class B.~~ The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B member-

~~ship shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

- ~~(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~
- ~~(b) on August 1, 1988~~

Changes to page 5

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capitol improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes ~~of each class~~ of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes ~~of each class~~ of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Changes to page 6

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Association shall appoint an Architectural Control Committee (ACCO) of not less than three nor more than five persons **of the Board of Directors or other King's View lot owners** to serve at the pleasure of Association as an ACCO. The ACCO shall meet as required to consider and approve or disapprove applications for any proposed change in the existing state of property. Said ACCO shall have and exercise all of the powers, duties and responsibilities set out in this instrument.

## Changes to Page 7

Section 4. Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations or other matters required or allow, the ACCO may, by a two-thirds vote, allow reasonable variances, but within County and the City of Fruita requirements, as to any of the covenants, including required minimum size of structuring, setback or side yard requirements, contained in this instrument on such terms and conditions as it shall require approval by adjoining property owners shall be favorably considered in any such decisions.

## Changes to page 9

- c. ~~All homes shall have a gray water storage tank of not less than one thousand gallons to be used for irrigation purposes in conjunction with plumbing hookup.~~
- c. Lots 1 thru 13 Block One, Filing 1, will not exceed single story in height and 1 thru 6 Block Two can be a maximum of 25' high.
- e. Fencing: No fencing of front yards except split rail. **All fences shall be constructed of wooden or Rock materials and if painted shall be of wood tones, with the exception of chain link fences used only in back yards no higher than 4 feet in height. Chain link dog runs up to 6 feet in height are allowed only in back yards. Wooden privacy fencing up to 6 feet in height may be used in side and back yards. All fencing must be within County and the City of Fruita requirements.**

Section 5. With the exception of one, "For Sale" or "For Rent" sign, which shall not be larger than 18 by 24 inches, or exceed Mesa County or the City of Fruita specifications and except for one entrance gate sign and subdivision advertisement of a style design approved by the ACCO and the County or the City of Fruita no signs, advertising, devices, billboards, unsightly objects or nuisances shall be created, altered or permitted unless variance by written approval of ACCO is granted.

Section 6. No animals, poultry or birds shall be kept or maintained on any lands in the PUD except ordinary house pets, not to exceed County or the City of Fruita regulations as to number and such livestock as may be allowed to graze on the open areas by the written approval of ACCO. All pets must be so maintained that they do not become a nuisance to the neighborhood and do not run at large or endanger or harass other animals, including wildlife upon neighboring lands, and public domain. Ordinary house pets shall be contained on owner's property or on leash. Horses may be maintained on any area

designated in any final plat for that purpose. This restriction shall not prevent the riding of horses within the PUD.

Changes to page 11

Section 16. Each single family unit and multi-family structure shall be completed no later than one (1) year after commencement of construction. All dwellings, garages and outbuildings constructed within the Subdivision shall be of quality design, construction, workmanship and materials. No structure shall be of the types known as "prebuilt, precut, modular, manufactured or mobile homes", regardless of its quality as determined by other standards within the construction industry.

Section 20. No hedges or fences shall be constructed, grown or maintained on any single family or multi-family lot in the PUD higher than 4 1/2 feet. ~~except patio fences in connection with dwellings. All fences shall be constructed of wooden or rock materials and if painted shall be of wood tones.~~

Changes to page 14

~~Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.~~

King's View Lot Owner:	Address:
<u>Mae + Becky Krusey</u>	<u>917 Squire Ct.</u>
<u>Lisa + Sergio Johnson</u>	<u>1687 Fowler Dr.</u>
<u>Brent + Margaret Simmons</u>	<u>922 Squire Ct</u>
<u>Judy and Carolyn Victoria</u>	<u>1677 Fowler Dr.</u>
<u>Erwin &amp; Connie Pearson</u>	<u>913 Patricia Ct.</u>
<u>Peter &amp; Carlene Goldthwaite</u>	<u>923 Squire Ct.</u>
<u>Stewart Lori Newton</u>	<u>910 Patricia Ct</u>
<u>Michael + Kim McCarson</u>	<u>1681 Fowler Dr</u>
<u>Debra + David Smith</u>	<u>914 Squire Ct</u>

King's View Lot Owner:

Address:

Judith & Judy Brown	930 Squire Ct
Chm & Marie <del>Foran</del>	924 1/2 Squire Ct
Luci Rae Duorak	1680 Mae Ct.
Mae & Judy Miller	919 Squire Ct.
Wayne & Anita Eskran	1683 Fowler Dr.
Coli & Velma Bilger	926 Squire Ct.
Jasper & Lois Carlucci	1682 Mae Ct
Chesler & Jack FKA T. Zinkus	916 Patricia
Henry & Judy Schuch	915 Patricia Ct.
Esther Craft	917 Patricia Ct
Peter Nelson	912 Patricia Ct
Paul Winkoff	909 Patricia Ct.
Aileen Winkoff	909 Patricia Ct.
Ally	1685 MAE CT
Whitney Acker	1685 Mae Ct.
Frank & Margaret Miller	911 Patricia Ct.
Marie Silver	914 Patricia Ct
Wm	911 Diana Ct #3
Douglas Norcross	1678 Fowler Dr.
Philp Jensen	929 Laura Ct
Roy Pietro & Bob Pietro	928 Laura Ct.
Jane Dwyer Greenan	926 LAURA CT.



Addendum Signature Page

Amendment to the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and Filing #2.

This instrument, signed by at least 90% of Lot Owners, amends the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and #2, dated January 25, 1979 by Carlyle J. Fowler and Virble M. Fowler.

King's View Lot Owner:

Address:

Harry Lee Travis 9-29-94

924 Laura Ct.

Pauline A. Travis

Present mailing address

1409 Quail Ave

Weatherford, OK 73096

Addendum Signature Page

Amendment to the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and Filing #2.

This instrument, signed by at least 90% of Lot Owners, amends the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and #2, dated January 25, 1979 by Carlyle J. Fowler and Virble M. Fowler.

King's View Lot Owner:

Mark W. Gule

Address:

Laura Ct



Addendum Signature Page

Amendment to the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and Filing #2.

This instrument, signed by at least 90% of Lot Owners, amends the Declaration of Covenants, Conditions and Restrictions of King's View Estates Filing #1 and #2, dated January 25, 1979 by Carlyle J. Fowler and Virble M. Fowler.

King's View Lot Owner:

David Pickett

Address:

913 Squire Ct.