

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR THE STARWOOD SUBDIVISION**

In accordance with Article XI, Paragraph 2 of the Declaration of Protective Covenants for the Starwood Subdivision as amended and recorded December 14, 1992 in Book 697, Page 614 and the applicable provisions of Section 38-33.3-101, commonly known and cited as the "Colorado Common Interest Ownership Act," the Declaration of Protective Covenants for the Starwood Subdivision as amended and recorded December 14, 1992 in Book 697, Page 614 is hereby further amended in the following respects:

1. Article V, Paragraph 3 is amended to read as follows:

3. No Business Uses. No lands within Starwood shall ever be occupied or used for any commercial or business purpose nor for any noxious activity, and nothing shall be done or permitted to be done on any said lands which is a nuisance or might become a nuisance to the owner or owners of said lands. No store, office, or other place of commercial or professional business of any kind other than offices of the Starwood Home Owners Association or Starwood Metropolitan District; nor any hospital, sanitorium or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant or other public place of entertainment; nor any church; nor any residential building housing more than one family; shall ever be constructed, altered or permitted to remain within Starwood.

2. Article VIII, Paragraph 1 is amended to read as follows:

1. Improvements. No improvements of any kind or nature shall be constructed, altered or allowed to remain on any commons tract except non-commercial stables or barns, training tracks, jumping courses, polo fields, meadows, residences and offices for employees of the Starwood Home Owners Association or the Starwood Metropolitan District, clubhouses, swimming pools, tennis courts, golf courses, lakes, and ponds, recreational facilities, bridle paths, offices or facilities of the Starwood Home Owners Association or the Starwood Metropolitan District or similar improvements for the benefit of or use of all of the Members of the Starwood Home Owners Association, and private roads giving access to other tracts in Starwood. All such improvements shall be approved by the Architectural Committee as elsewhere herein provided and shall conform and harmonize in appearance, siting and costs with existing structures on in the overall development plans for Starwood. Any offices for the Starwood Home Owners Association or the Starwood Metropolitan District shall be limited to Five Thousand (5,000) square feet and constructed only in the vicinity of the existing manager's residence, unless otherwise approved by Sixty Seven (67%) percent of the votes of the Members entitled to be cast, whether present in person or represented by proxy or absent.

3. Article XI, Paragraph 2 is amended to read as follows:

2. Amendments. These Covenants may be amended by a vote of sixty-seven (67%) percent of the votes entitled to be cast by the Members of the Starwood Home Owners Association, provided a properly certified copy of the Resolution of Amendment be placed of record in Pitkin County, Colorado, not more than six (6) months after said vote.

IN WITNESS WHEREOF, this Amendment to the Declaration of Protective Covenants for the Starwood Subdivision as amended and recorded December 14, 1992 in Book 697, Page 614 is submitted for recording upon the unanimous and aggregate vote of seventy and five hundredths (70.5%) percent of the members of the Starwood Home Owners Association adopted pursuant to a Resolution of the Members at the Annual Meeting held on August 14, 2007.

STARWOOD HOME OWNERS
ASSOCIATION

By: _____
David Stein, President

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 2007 by David Stein as President of Starwood Home Owners Association.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public