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CHANGE OF NAME

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

RESTATED CONSTITUENT FILED DOCUMENT

Form 170 Revised July 1, 2002

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ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-90-304.5, Colorado Revised Statutes (C.R.S.), the individual named below causes this restatement to be delivered to the Colorado Secretary of State for filing, and states as follows:

1. The entity name is: Kissing Camels Property Owners' Association, Inc.
(as shown on the records of the Secretary of State)
organized under the laws of State of Colorado *(state or country)*

2. Mark only one box:

This restatement contains NO amendments.
OR

This restatement contains an amendment to the constituent filed document, and the amendment has been adopted in accordance with the organic statute governing the entity.
AND, IF APPLICABLE,

The organic statute governing the entity requires that the amendment be approved by the owners – The number of votes cast, and, if appropriate, the number of votes cast by particular owners, for the amendment was sufficient for approval.

3. This restated constituent filed document supersedes the original constituent filed document and all prior amendments to the original constituent filed document.

4. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Stuart W. McKinlay,
6 South Tejon Street, Suite 610, Colorado Springs, Colorado 80903

ATTACH A COPY OF THE RESTATED CONSTITUENT FILED DOCUMENT

OPTIONAL. The electronic mail and/or Internet address for this entity is/are:

e-mail _____ Web site _____

The Colorado Secretary of State may contact the following authorized person regarding this document: name _____ address _____

voice _____ fax _____ e-mail _____



AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
KISSING CAMELS PROPERTY OWNERS ASSOCIATION
(formerly known as Kissing Camels Property Owners' Association, Inc.)

(A Nonprofit Corporation)

Pursuant to the provisions of the Colorado Revised Nonprofit Corporation Act (the "Act"), the undersigned nonprofit corporation does hereby adopt the following AMENDED AND RESTATED ARTICLES OF INCORPORATION:

ARTICLE I

Name and Principal Office

The name of this corporation is **KISSING CAMELS PROPERTY OWNERS ASSOCIATION** (the "Association") and the address of its principal office, unless or until otherwise designated by the Executive Board, is 3324 Bishop Pine Point, Colorado Springs, Colorado 80904.

ARTICLE II

Definitions

All capitalized terms used herein shall have the same meaning as set forth in the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., as amended ("CCIOA") except that, upon the recording of that certain "Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation for Kissing Camels" in the real estate records of the Clerk and Recorder of El Paso County, Colorado ("Master Declaration"), such capitalized terms shall have the same meanings as set forth in the Master Declaration, as the same may be amended from time to time.

ARTICLE III

Duration

The term of existence of the Association shall be perpetual.

ARTICLE IV

Nonprofit

The Association shall be a nonprofit corporation, without shares of stock, and does not contemplate pecuniary gain or profit, direct or indirect, to its members. No part of the assets,

income or net earnings of the Association shall be distributable to, or inure to the benefit of, any member, director or officer of the Association, or any other private person, and no member, director or officer of the Association, or any other private person, shall be entitled to share in any distribution of any of the corporate assets upon dissolution of the Association or otherwise, except to the extent (i) the Association shall be authorized and empowered to pay reasonable compensation for services rendered and/or make payments and distributions in furtherance of the purposes set forth herein below, or (ii), permitted by the Act, as amended from time to time, and I.R.C. § 528 or comparable provision of the Code, as amended.

ARTICLE V

Purposes and Powers

The purposes and powers of the Association shall be as follows:

A. To be and constitute the owners association to which reference is made in the Master Declaration and those various documents and instruments in the nature of declarations of covenants, conditions, restrictions, obligations and/or easements (hereinafter, together with the Master Declaration, and together with any amendments or supplements thereto, collectively referred to as the "Declarations") from time to time governing that certain real property contained within the geographic area commonly known as "Kissing Camels Estates" and legally described on Exhibit A, attached hereto, as the same may be amended from time to time (hereinafter "Kissing Camels Estates"), all as recorded or as may in the future be recorded from time to time in the real estate records of the El Paso County Clerk and Recorder;

B. To be and constitute the owners association to which reference is made in those various subdivision plats (hereinafter, together with any amendments or supplements thereto, collectively the "Plats") from time to time underlying Kissing Camels Estates, as the same may be amended from time to time, all as recorded or as may in the future be recorded from time to time in the real estate records of the El Paso County Clerk and Recorder;

C. To perform all obligations and duties of, exercise all rights and powers of, and operate at all times and to the extent applicable in accordance with the requirements for, an association of unit owners charged with the administration of certain real and personal property pursuant to CCIOA, including, without limiting the generality of the foregoing, the performance of the acts and services as a nonprofit corporation organized pursuant to the Act such as:

i. The acquisition, construction, management, supervision, care, operation, maintenance, renewal and protection of all real and personal property and facilities, installations and appurtenances thereto within Kissing Camels Estates and, insofar as permitted by law, to do any other thing that, in the opinion of the Association's Executive Board, will promote the common benefit and enjoyment of the residents of Kissing Camels Estates, and to preserve and enhance the value of such properties of the members.

ii. The enforcement of any and all covenants, restrictions and agreements applicable to Kissing Camels Estates, including but not limited to those set forth in the Declarations, as the same may be amended from time to time.

iii. The preparation of estimates and budgets of the costs and expenses of rendering these services and the performance, or contracting or entering into agreements for this performance, as provided for in or contemplated by this subparagraph; the apportionment of these estimated costs and expenses among the Owners; and the collection of these costs and expenses from the Owners obligated to assume or bear the same; and the borrowing of money for the Association's purposes, pledging as security the income due from Owners and from others, the property of the Association and the Common Elements of Kissing Camels Estates.

iv. The promulgation and enforcement of any and all covenants, restrictions, rules and regulations and agreements applicable to Kissing Camels Estates.

D. To perform or cause to be performed all other and additional services and acts as are usually performed by managers or managing agents of real estate developments, including, without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

E. To engage or retain a manager or managing agent, legal counsel, auditors, accountants, appraisers and other persons or services as may be necessary for or incidental to any of the activities described in these Articles of Incorporation.

F. To do and perform, or cause to be performed, all other necessary acts and services suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and to acquire, sell, mortgage, lease or encumber any real or personal property for these purposes.

G. To promote the health, safety, welfare and common benefit of the residents of Kissing Camels Estates and all owners of property within Kissing Camels Estates, including any Declarant(s) or successor Declarant(s) named in any Declaration or Plat;

H. To preserve, maintain and enhance the exclusive, secure and gracious nature of Kissing Camels Estates, the attractiveness, desirability and value of the properties and improvements contained therein;

I. To act as attorney-in-fact for all Owners as more particularly provided in the Declarations and Colorado law;

J. To do any and all permitted acts, and to have and to exercise any and all powers, rights and privileges which are granted to a Common Interest Community under CCIOA (including, but not limited to, all powers granted to a unit owners association generally and

specifically the powers enumerated in Section 302(1) of CCIOA) and pursuant to the Master Declaration, the Bylaws of the Association, and the State of Colorado.

K. To suspend voting and membership rights for violation of provisions of the Declarations or other Association Documents upon written notice to the member/Owner which notice and procedure is acknowledged by all members/Owners to be fair and reasonable.

L. To eliminate or limit liability of members of the Executive Board, committees and officers to the greatest extent allowed by applicable Colorado law, and as more particularly provided in these Articles of Incorporation and the Bylaws of the Association.

M. To do any and all permitted acts, and to have and to exercise any and all powers, rights and privileges which are granted to a nonprofit corporation organized pursuant to the Act, as the same may be amended from time to time.

The foregoing statements of purpose shall be construed as statements of both purposes and powers. The purposes and powers stated in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE VI

Membership Rights and Qualifications

Any person who holds record title to a Unit in Kissing Camels Estates shall be a member of the Association. There shall be one membership for each Unit owned within Kissing Camels Estates, which membership shall be appurtenant to and may not be separated from ownership of any Unit that is subject to assessment by the Association. The vote to which each membership is entitled is the number of votes assigned to the Unit in the Master Declaration and shall be cast in accordance with the Bylaws of the Association. Certain matters may require class voting as provided in the Master Declaration. The Bylaws of the Association shall contain further provisions setting forth the rights, privileges, duties and responsibilities of the members.

ARTICLE VII

Executive Board

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be conducted and managed under the direction and control of, the Executive Board. The initial Executive Board shall consist of three (3) members who, during the period of Period of Declarant Control (as defined in the Master Declaration), are to be appointed by, and serve at the pleasure of, Hill Development Corporation, its successors and assigns. The

names and addresses of the initial three appointed members of the Executive Board, until their successors shall be elected and qualified, are as follows:

Lyda Hill
1515 Smoochers Circle
Colorado Springs, Colorado 80904

Anna Lou Harmes
5061 Lyda Lane
Colorado Springs, Colorado 80904

Donald C. Hare
3324 Bishop Pine Point
Colorado Springs, Colorado 80904

The number of members of the Executive Board may be changed by a duly adopted amendment to the Bylaws of the Association to any odd number, except that in no event may the number of members of the Executive Board be less than three (3) or more than fifteen (15).

ARTICLE VIII

Officers

The Executive Board shall appoint a President, a Secretary and a Treasurer, and may appoint such other officers as the Executive Board believes will be in the best interest of the Association. The Officers shall have such duties as may be prescribed in the Bylaws of the Association and shall serve at the pleasure of the Executive Board.

ARTICLE IX

Conveyance and Encumbrances

Subject to the provisions of Article V hereof, corporate property may be conveyed or encumbered by authority of the Executive Board or by such person or persons to whom such authority may be delegated by resolution of the Board. Conveyance or encumbrances shall be by an instrument executed by the President or a Vice-President and by the Secretary or an Assistant Secretary, or executed by such other person or persons to whom such authority may be delegated by the Board.

ARTICLE X

Dissolution

Upon the dissolution of the Association as a corporation, either voluntarily or involuntarily by the members hereof, by operation of law or otherwise, the assets of the

Association shall be distributed for one or more exempt purposes within the meaning of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Association is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

Indemnification

The Association may indemnify any person as provided in the Act, and shall indemnify its trustees, board members, officers, employees, fiduciaries, and agents as required by the Act. The Association and the indemnified party shall satisfy the requirements of the Act for any such indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation of the Association or any bylaw, agreement, vote of members or disinterested board members, or otherwise, and any procedure provided for by any of the foregoing, both as to action in official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a board member, officer, employee, fiduciary or agent and shall inure to the benefit of heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a board member, officer, employee, fiduciary or agent of the Association or who is or was serving at the request of the Association as a trustee, director, manager, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under provisions of this Article.

ARTICLE XII

Limitation of Board Member Liability

To the fullest extent permitted by law, no member of the Executive Board of the Association shall be personally liable to the Association or to its members for monetary damages for breach of fiduciary duty as a board member.

ARTICLE XIII

Amendment

The authority to amend these Articles of Incorporation is reserved exclusively to the Association's Executive Board; *provided, however, pursuant to the authority granted by C.R.S. Section 7-130-301, any such amendment shall be subject to the written approval of Hill*

Development Corporation, its successors and assigns. In no event shall any amendment to the Articles of Incorporation of the Association be contrary to or inconsistent with the applicable provisions of the Colorado Common Interest Ownership Act, as amended from time to time.

ARTICLE XIV

Bylaws

The initial Bylaws of the Association shall be adopted by the Executive Board and may be altered, amended or repealed, and new Bylaws adopted, from time to time in the manner provided in the Bylaws. The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association that are not inconsistent with applicable law, the Master Declaration or these Articles.

ARTICLE XV

Interpretation

Express reference is hereby made to the terms and provisions of the Master Declaration, which shall be referred to when necessary to interpret, construe or clarify the provisions of these Articles. In the event of conflict, the terms of the Master Declaration shall control over these Articles of Incorporation. In the event of a conflict between the Association's Bylaws and these Articles, these Articles shall control.

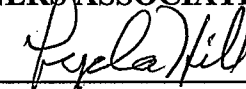
ARTICLE XVI

Register Office and Agent

The street address of the registered office of the Association shall be 3324 Bishop Pine Point, Colorado Springs, Colorado 80904, and the name of the Association's registered agent at such address is Donald C. Hare. Either the registered office or the registered agent may be changed in the manner provided by law.

IN WITNESS WHEREOF, the undersigned have executed these Amended and Restated Articles of Incorporation this 19th day of September, 2002.

**KISSING CAMELS PROPERTY
OWNERS ASSOCIATION**

By: 
Lyda Hill, President

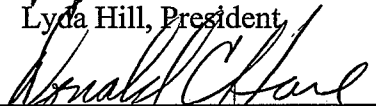
By: 
Donald C. Hare, Vice President
and Assistant Secretary

EXHIBIT A
Kissing Camels Estates

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 25, Section 26, the East Half of Section 27, the Northeast Quarter of Section 34, and the North Half of Section 35, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

BEGINNING at the northeast corner of said Section 35, thence $S00^{\circ}37'59''W$ on the east line of the Northeast Quarter of said Section 35, a distance of 2196.49 feet to the north right-of-way line of Fillmore Street; thence $S86^{\circ}18'57''W$ on said north right-of-way line, a distance of 20.92 feet; thence continuing on said north right-of-way line on a non-tangent curve to the left having a central angle of $29^{\circ}17'47''$, a radius of 1093.29 feet for an arc distance of 559.02 feet, the chord of said curve bears $S71^{\circ}46'28''W$; thence continuing on said north right-of-way $S57^{\circ}07'35''W$ a distance of 536.93 feet to the Office Park at Kissing Camels Estates, the following six (6) courses are on the northerly boundary of said plat; thence (1) $N64^{\circ}47'36''W$ a distance of 120.33 feet; (2) $N64^{\circ}46'21''W$ a distance of 429.54 feet; (3) $S12^{\circ}56'20''W$ a distance of 138.19 feet; (4) $S37^{\circ}31'33''W$ a distance of 56.46 feet; (5) $S53^{\circ}00'04''W$ a distance of 39.17 feet; (6) $S89^{\circ}51'15''W$ a distance of 148.21 feet to the northwest corner thereof; said point is on the south line of North Half of said Section 35; thence $S89^{\circ}51'32''W$ on said south line, a distance of 2537.51 feet to the east right-of-way line of Mesa Road, the following eight (8) courses are on said east right-of-way line; thence (1) $N14^{\circ}39'35''W$ a distance of 301.77 feet to a point of curve; (2) on said curve to the right having a central angle of $21^{\circ}40'30''$, a radius of 1385.00 feet for an arc distance of 306.39 feet to a point of reverse curve; (3) on said curve to the left having a central angle of $33^{\circ}03'00''$, a radius of 995.40 feet for an arc distance of 574.18 feet; (4) $N35^{\circ}02'05''W$ a distance of 1422.24 feet to a point of curve; (5) on said curve to the left having a central angle of $28^{\circ}16'00''$, a radius of 995.40 feet for an arc distance of 491.08 feet to a point of reverse curve; (6) on said curve to the right having a central angle of $30^{\circ}56'00''$, a radius of 1392.70 feet for an arc distance of 751.90 feet; (7) $N32^{\circ}22'05''W$ a distance of 148.74 feet; (8) $N25^{\circ}03'42''W$ a distance of 183.74 feet to the angle point in the west line of Lot 2, Mountain Vista at Kissing Camels Estates Filing No. 2, recorded at Reception No. 200037097 of the records of said El Paso County, the following three (3) courses are on the west boundary of said Filing No. 2; thence (1) $N15^{\circ}21'07''E$ a distance of 68.97 feet; (2) $N32^{\circ}02'42''W$ a distance of 270.63 feet; (3) $N21^{\circ}46'59''W$ a distance of 303.80 feet to the south boundary of a tract of land recorded in Book 3279 at Page 687 of the records of said El Paso County, the following thirteen (13) courses are on the south and east boundary of said tract of land; thence (1) $N63^{\circ}59'03''E$ a distance of 178.83 feet; (2) $N12^{\circ}55'30''W$ a distance of 164.78 feet; (3) $N13^{\circ}47'38''W$ a distance of 343.87 feet; (4) $N06^{\circ}09'04''W$ a distance of 384.32 feet; (5) $N29^{\circ}55'08''W$ a distance of 397.56 feet; (6) $N33^{\circ}04'58''E$ a distance of 493.53 feet; (7) $N36^{\circ}35'24''E$ a distance of 124.61 feet; (8) $N57^{\circ}05'28''E$ a distance of 243.82 feet; (9) $N24^{\circ}19'40''E$ a distance of 296.16 feet; (10) $N57^{\circ}49'50''E$ a distance of 588.35 feet; (11) $N37^{\circ}47'31''W$ a distance of 311.82 feet; (12) $N02^{\circ}14'14''W$ a distance of 449.38 feet; (13) $N07^{\circ}18'44''E$ a distance of 372.87 feet to a point on the westerly boundary of a tract of land recorded in Book 3743 at Page 553 of the records of said El Paso County, the following fourteen (14) courses are on the westerly and southerly boundary of said tract of land; thence (1) $S60^{\circ}20'53''E$ a distance of 315.69 feet; (2)

S17°21'22"E a distance of 410.00 feet; (3) S29°21'22"E a distance of 470.00 feet; (4) S78°51'22"E a distance of 850.00 feet; (5) N79°28'30"E a distance of 480.00 feet; (6) N51°28'30"E a distance of 200.00 feet; (7) S85°31'30"E a distance of 100.00 feet; (8) N47°28'30"E a distance of 150.00 feet; (9) S67°31'30"E a distance of 150.00 feet; (10) S33°31'30"E a distance of 250.00 feet; (11) S65°31'30"E a distance of 310.00 feet; (12) S83°31'30"E a distance of 800.00 feet; (13) N80°28'30"E a distance of 250.00 feet; (14) N31°45'14"E a distance of 346.47 feet; thence S65°31'37"E a distance of 100.49 feet to the northwest corner of "Exhibit B" as recorded in Book 3836 at Page 547 of the records of said El Paso County, the following six (6) courses are on the westerly and southerly boundary of said tract of land; thence (1) S00°17'15"W a distance of 990.37 feet; (2) S42°41'15"W a distance of 470.00 feet; (3) S63°53'45"E a distance of 520.00 feet; (4) N87°35'12"E a distance of 1029.50 feet; (5) S50°10'40"E a distance of 1130.00 feet; (6) S76°46'45"E a distance of 760.00 feet to the southeast corner thereof, said point being on the east line of the Southeast Quarter of said Section 26; thence S00°12'05"W on said east line a distance of 758.02 feet to the southwest corner of Holland Park West Subdivision Filing No. 3; thence N89°10'59"E on the south line of said Holland Park West Subdivision Filing No. 3, a distance of 457.64 feet to the west right-of-way of Centennial Boulevard; thence S00°48'46"E on said west line, a distance of 145.79 feet; thence S15°27'32"W on said west line, a distance of 201.28 feet; thence S49°07'00"W on said west line, a distance of 62.00 feet; thence S67°45'53"W on said west line, a distance of 62.43 feet; thence S11°23'26"E on said west line, a distance of 419.22 feet to the south line of the Southwest Quarter of said Section 25; thence S89°10'20"W on said south line, a distance of 387.04 feet to the Point of Beginning containing 776.33 acres of land more or less.

Prepared By: Rockwell-Minchow Consultants, Inc.
Dennis A. Minchow, PLS #22577
October 12, 2001
Project #01-063