

THE FAIRWAYS AT KISSING CAM

A PORTION OF THE WEST 1/2 C
R-67-W OF THE 6TH P.M., EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That Hill Development Corporation, a Delaware Corporation authorized to do business in the State of Colorado, being the owner of the following described tract of land, to-wit:

A portion of the South 1/2 of Section 26, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at a point on the north Right-of-Way line of the Circle being N07°49'01"E a distance of 70.00 feet from the northeast corner of Lot 1, Block 2, The Fairways at Kissing Camels Estates Tract No. 1, as recorded in Plat Book 10-1 of Page 29 of the records of said El Paso County, thence westerly on said north Right-of-Way line of said Circle on a curve to the left having a central angle of 164°10', a radius of 300.00 feet for a distance of 77.06 feet, the chord of said curve bears S70°27'48"W, thence S63°06'10"W on said Right-of-Way line, a distance of 181.64 feet to a point of curve; thence continuing on said Right-of-Way line on a curve to the right having a central angle of 48°11'50", a radius of 480.00 feet for a distance of 390.97 feet, thence S68°12'02"W on said Right-of-Way line, a distance of 587.86 feet to a point of curve, thence continuing on said Right-of-Way line on a curve to the left having a central angle of 93°45'57", radius of 1100.00 feet for a distance of 580.48 feet to a point of compound curve; thence on said curve to the left having a central angle of 240°45', a radius of 500.00 feet for a distance of 219.54 feet; thence northerly on a curve to the right having a central angle of 133°30'17", a radius of 437.03 feet for a distance of 150.35 feet, the chord of said curve bears N01°30'28"E, thence S70°01'24"E a distance of 30.27 feet; thence S64°18'36"E a distance of 167.03 feet; thence S69°04'10"E a distance of 65.58 feet; thence S68°20'50"E a distance of 131.78 feet; thence S68°32'00"E a distance of 33.42 feet to a point on a curve, thence northerly on said curve to the right having a central angle of 105°18'35", a radius of 50.00 feet for a distance of 92.74 feet, the chord of said curve bears N74°04'18"E, thence N01°46'00"E a distance of 31.57 feet; thence S94°14'15"E a distance of 186.92 feet, thence S70°21'42"E a distance of 200.00 feet; thence S68°45'58"E a distance of 186.92 feet; thence S55°45'07"E a distance of 206.04 feet, thence S72°19'54"E a distance of 144.19 feet to the Point of Beginning, containing 10.442 acres of land more or less.

LEGEND

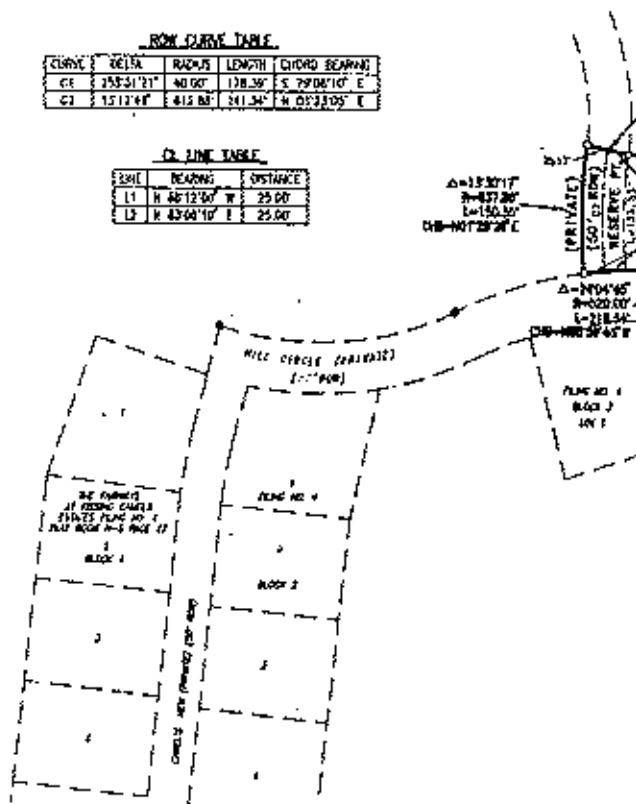
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- (---) NON-ADJ.

ROW CURVE TABLE

CURVE	BEARING	RADIUS	LENGTH	CURVE BEARING
C1	253°51'31"	40.00'	128.30'	S 79°04'10" E
C2	15°12'44"	415.00'	241.50'	N 03°33'05" E

CR. LINE TABLE

LINE	BEARING	DISTANCE
11	N 46°12'50" W	25.00'
12	N 43°04'10" E	25.00'



DEDICATION:

The above owner has caused said tract of land to be platted into Lots, Streets and Easements as shown on the Plat. The undersigned do hereby grant unto the City of Colorado Springs, those easements shown on the Plat and further, restrict the use of all easements to the City of Colorado Springs and/or its assigns provided, however, that the said right and authority to release or nullify all or any such easements shall remain exclusively vested in the City of Colorado Springs. All streets are hereby dedicated to the Kissing Camels Property Owners Association. The streets shown herein are hereby dedicated for use as Utility and Drainage easements. This tract of land as herein platted shall be known as "THE FAIRWAYS AT KISSING CAMELS ESTATES TRACT NO. 6", City of Colorado Springs, El Paso County, Colorado.

EASEMENTS:

All streets within this Plat are for Private Access, Public Utility and Private Drainage Easements. All Lots abutting a 50' Right-of-Way will have a 5' front yard easement for private drainage and public utility purposes. All rear lot lines have a 10' rear yard easement for drainage purposes only. All side lot lines will have a 5' easement for drainage purposes only. The maintenance of all side and rear yard easements is by the adjoining owners.

IN WITNESS WHEREOF:

The undersigned have associated these present plat of 074 of 1999 A.D.

HILL DEVELOPMENT CORPORATION
A Delaware Corporation

Donald C. Hare
Donald C. Hare, Vice President

NOTARIAL:

STATE OF COLORADO,
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 8th day of February, 1999 A.D., by Donald C. Hare, Vice President of Hill Development Corporation.

My Commission Expires: 1/27/00

Address: 2928 South Lawn Ave. #200, Fort CO

Notary Public



FEES:

DRAINAGE FEE: Fourteen/0000
 BRIDGE FEE: 0.00
 SCHOOL FEE: One/0000
 PARK FEE: One/0000

NOTES:

1. All streets are private, owned and Property Owners Association
2. Lots 1, 2, 3, 7, B, 13, 14, and 9 adjacent to Mill Circle. The address by the Kissing Camels Property Oa

NOTICE IS HEREBY GIVEN:

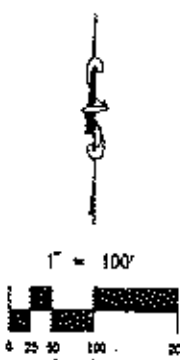
That the area included in the Plat set Code of the City of Colorado Springs.

No building permits shall be issued to until all required fees have been paid and utilities have been installed as approved, or alternatively, until acceptable not limited to, letters of credit, cash; thereof, guaranteeing the payment of required public improvements and until the City of Colorado Springs.

SURVEYOR'S CERTIFICATION

The undersigned Registered Professional Colorado, hereby certifies that the acc drawn under his supervision and occur of land, and subdivision thereof, and of the Colorado Revised Statutes, 1977; the best of his knowledge and belief.

David A. Hare
David A. Hare, PLS #22377



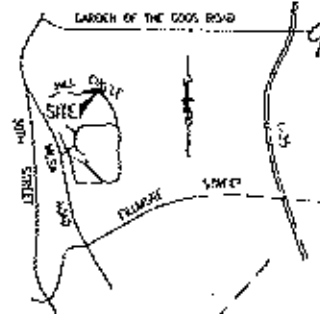
NOTICE: According to Colorado law, a plat must be filed with the county clerk within 30 days after the date of recording. If the plat is not filed within this time, the plat is void.

CAMELS ESTATES FILING NO. 6

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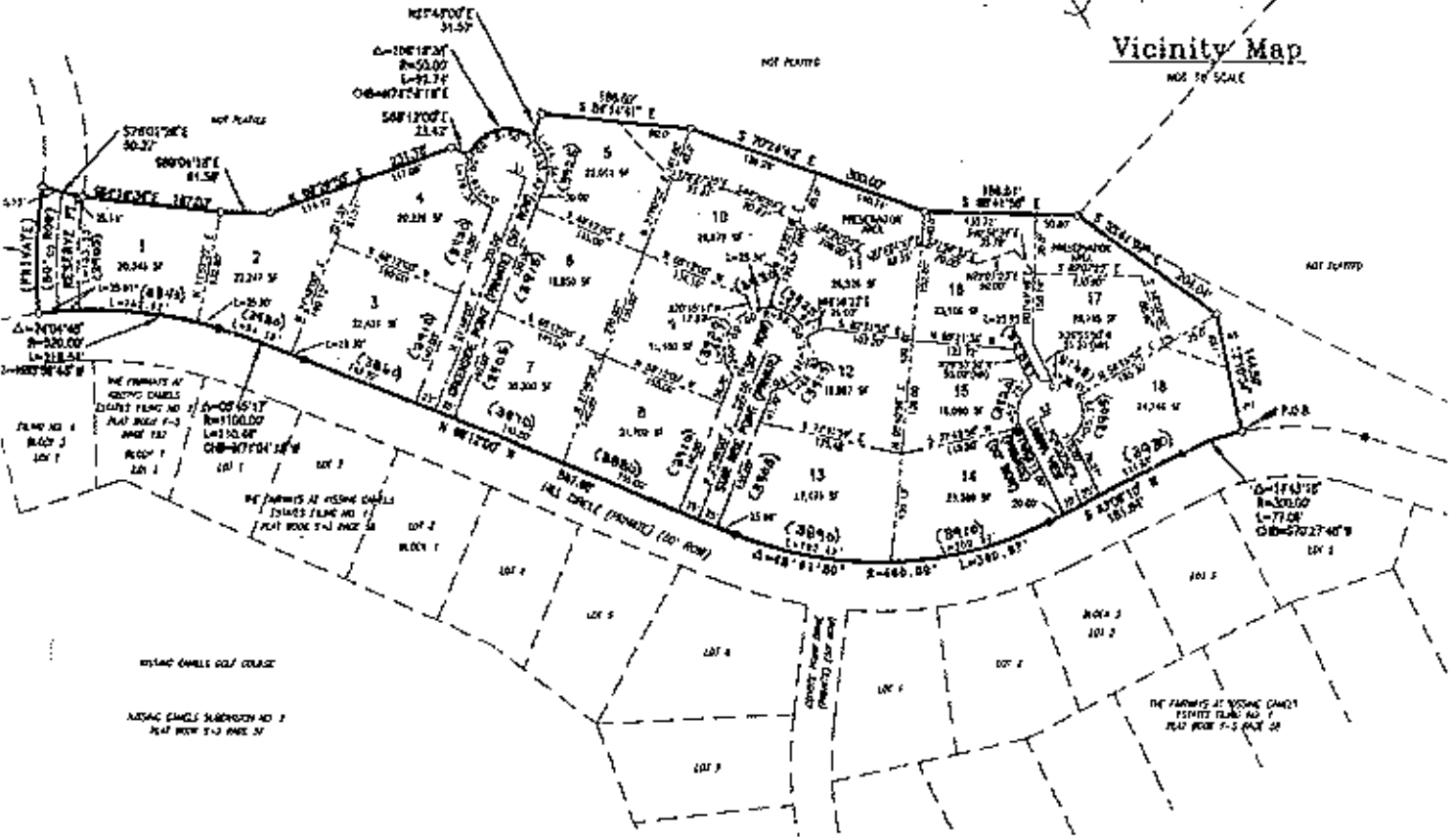
98-12

1/2 OF SECTION 26, T-13-S,
EL PASO COUNTY, COLORADO



Vicinity Map

NOT TO SCALE



Owned and maintained by the Kissing Camels
Golf Course
Lots 1, 14, and 18 have a 3 foot sidewalk easement
The sidewalk easement is owned and maintained
by Property Owners Association.

FILING APPROVALS:

On behalf of the City of Colorado Springs, the undersigned hereby approve
for filing the accompanying plat of THE FAIRWAYS AT KISSING CAMELS
ESTATES, EL PASO CO., CO.

David L. ... 1/20/78
City Engineer Date

... 1/20/78
Manager of Development Date

...
City Clerk



RECORDING:

STATE OF COLORADO }
COUNTY OF EL PASO } 55

I hereby certify that this instrument was filed for record in my office at
10:00 o'clock P.M. this 27 day of JANUARY
1978 A.D., and is duly recorded at Reception No. 1800777
at the Records of El Paso County, Colorado.

J. PATRICK KELLY, RECORDER

FEES: 10.00
SURCHARGE: 1.00

Nathan McCafferty
Deputy

NOT GIVEN:
The Plat described herein, is subject to the
City of Colorado Springs, 1980, as Amended.
The fee for building sites within this Plat
has been paid and all required public improvements
retained as specified by the City of Colorado
with acceptable alternatives, including but
not limited to, grade, creek construction bonds, or easements
A payment of the fees and the completion of all
plans and utilities have been placed on file with
the City.

NOTIFICATION:
I, the undersigned, a Professional Land Surveyor in the State of
Colorado, certify that this instrument was surveyed and
plotted and accurately shows the described tract
thereof, and that the requirements of this 30
Statutes, 1973, as Amended, have been met to
the best of my knowledge and belief.



Having reviewed the above instrument
and the accompanying plat, I hereby
certify that the same conform to the
requirements of the Statutes of the
State of Colorado, and that the same
have been duly filed for record in
the office of the Recorder of Deeds
of El Paso County, Colorado.

THE FAIRWAYS
AT KISSING CAMELS ESTATES FILING NO. 6
EL PASO CO., CO. CHECKED BY: DATE: 1/27/78
PAGE 2 OF 1

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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE RAIWAYS AT KISSING CAMELS ESTATES FILING NOS. 6, 7 AND 8**

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	1
1.1 "Assessment"	1
1.2 "Association"	1
1.3 "Architectural Control Committee"	1
1.4 "Common Assets"	2
1.5 "Declaration"	2
1.6 "Declaration"	2
1.7 "Dwelling Unit"	2
1.8 "Improvements"	2
1.9 "Landscaping"	3
1.10 "Lot"	2
1.11 "Lot Line(s)"	3
1.12 "Member"	2
1.13 "Owner"	2
1.14 "Property"	2
1.15 "Structure"	2
ARTICLE 2 - PURPOSE	3
2.1 Purpose	3
ARTICLE 3 - DEDICATION	3
3.1 Dedication	3
ARTICLE 4 - ARCHITECTURAL CONTROL	3
4.1 Architectural Control	3
4.2 Content of Plans	4
4.3 Mandatory Approval of Plans; Approval Procedures	4
ARTICLE 5 - RESTRICTIONS ON DESIGN AND CONSTRUCTION	6
5.1 General Restrictions	6
5.2 No Subdivision of Lots	6
5.3 Uses	6
5.4 Improvements	7
5.5 Rentals	7
5.6 No Strained Estates	7
5.7 Temporary Structures	7
5.8 Construction Time	8
5.9 Material Storage	8
5.10 Completion of Work	8
5.11 Construction Details	8
5.12 Natural Vegetation; Preservation Areas	8
5.13 Drilling Structures	9
5.14 Underground Utilities	9
5.15 Driveways; Access to Lots	9
5.16 Setback Areas	9
5.17 Sides of Dwelling Units	9
5.18 Garages	9
5.19 Kitchens	9
5.20 Foundation Elevations	10
5.21 Minimum Elevation of Dwelling Units	10
5.22 Maximum Height	10
5.23 Excavation, Grading and Drainage	10
5.24 Construction Standards	10
5.25 Rebuilding or Restoration	11
5.26 Antennae and Satellite Dishes	11
5.27 Walls and Fences	11

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
 4996132951 Doc \$.00 Rev 4205.00 Pg 3 / 43

ARTICLE 6 - USE, MAINTENANCE AND LIVING ENVIRONMENT STANDARDS	11
6.1 Building and Grounds Conditions	11
6.2 Aesthetics Conditions	11
6.3 Drainage Power	12
6.4 Maintenance Equipment	12
6.5 Encroachments	12
6.6 Swing Sets, Playhouses and Play Areas	12
6.7 Signs	12
6.8 Structures	12
6.9 Stump Removal	12
6.10 Exterior Lighting	12
6.11 Landscaping	12
6.12 Weeds	12
6.13 Mowing and Pruning	12
6.14 Fertilization	13
6.15 Animals	13
6.16 Vehicles	13
6.17 Inoperable Vehicles	13
6.18 Vehicle Repairs	13
6.19 Flammable	13
6.20 Pools, Inclinators, Rattles	13
6.21 Storage Tanks	13
6.22 Signs	14
ARTICLE 7 - ASSOCIATION MEMBERSHIP	14
7.1 Kising Canals Property Owners Association	14
7.2 Power to Enforce Bylaws and Rules and Regulations	14
7.3 Membership and Voting Rights	15
7.4 Association Trustees	15
7.5 Rules and Regulations	15
ARTICLE 8 - ASSESSMENTS	15
8.1 Creation of Lien and Privity Obligation to Pay Assessments	15
8.2 Purpose of Assessments	15
8.3 Determination of Annual Assessments	16
8.4 Dates of Assessments	16
8.5 Date of Commencement of Annual Assessments	16
8.6 Failure to Pay Assessment	16
8.7 Special Assessments	16
8.8 Site Assessments	16
8.9 Effect of Nonpayment of Assessments	16
8.10 Homestead	17
8.11 No Offset	17
ARTICLE 9 - BASEMENTS	18
9.1 Reserved Easements	18
9.2 Utilities	18
9.3 Association and Decedent's Easement	18
9.4 Ingress and Egress	18
9.5 Public Services and Emergencies	18
9.6 Other Easements	18
9.7 Easements Deemed Created	18
ARTICLE 10 - MASTER PLAN	19
10.1 Master Plan	19
ARTICLE 11 - CLUB FACILITIES	19
11.1 Kising Canals Golf Club, Garden of the Gods Club	19
11.2 Community Recreation Center at Kising Canals Estates	19
11.3 Golf Courts Operations	19

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J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
M098132351 Doc 9.00 Rec \$205.00 Pg 4 / 41

ARTICLE 12 - GENERAL PROVISIONS	19
12.1 <u>Benefit</u>	19
12.2 <u>Covenants Run With the Land</u>	19
12.3 <u>Covenants are Cumulative</u>	20
12.4 <u>Other Liens</u>	20
12.5 <u>Severability</u>	20
12.6 <u>Waiver</u>	20
12.7 <u>Transferability of Rights by Declarant</u>	20
12.8 <u>Declarant's Right to Vacate</u>	20
12.9 <u>Conflict</u>	20
12.10 <u>Notice</u>	20
12.11 <u>Acceptance of Deed</u>	21
12.12 <u>Entireties</u>	21
12.13 <u>Duration of Restrictions</u>	21
12.14 <u>Assignment</u>	21
12.15 <u>Agreement in Writing</u>	22
12.16 <u>Compliance with Laws</u>	22
12.17 <u>Costs and Attorney's Fees</u>	22
12.18 <u>Mergers or Consolidation</u>	22

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
#098132851 Doc \$1.00 Rec \$285.00 Pg 5 / 41

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

THE FAIRWAYS AT KISSING CAMELS ESTATES FILING NOS. 6, 7 AND 8

THIS DECLARATION, dated for identification purposes only this 14th day of September, 1998, is made by HILL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter "Declarant."

RECITALS:

A. Declarant is the owner of certain real property located in the City of Colorado Springs, El Paso County, Colorado more particularly described on Exhibits A-1, A-2 and A-3, attached hereto (collectively the "Property"). The Property has been platted as THE FAIRWAYS AT KISSING CAMELS ESTATES FILING NOS. 6, 7 AND 8, said plats filed and recorded as follows in the records of the Clerk and Recorder of El Paso County, Colorado: Filing No. 6 - recorded January 27, 1992, at Reception No. 9809697; Filing No. 7 - recorded February 12, 1992, at Reception No. 9807289; Filing No. 8 - recorded August 24, 1992, at Reception No. 9812069. Said plats, and any future amendments thereto, are hereinafter collectively referred to as the "Plat".

B. The Property is contained within an area referred to as the "Corporate Area" in that certain "Certificate of Incorporation of Kissing Camels Property Owners' Association" (hereinafter "Association") filed of record with the Colorado Secretary of State on or about May 13, 1990.

C. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property in conjunction with the overall development plan of the Corporate Area.

D. Declarant further desires to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement for the benefit of all owners of lots within the Property. This Declaration is therefore executed and recorded (a) in furtherance of the overall development plan of the Corporate Area; (b) in furtherance of a common and general plan for those parcels of land included within the Property; (c) to protect and enhance the quality, value, desirability and attractiveness of the Corporate Area and all property within the Property; (d) to provide for the Association (as hereinafter defined) to hold, maintain and manage certain common areas in the Property and to perform certain functions for the benefit of owners of lots within the Property; (e) to define the debts, powers and rights of said Association; and (f) to define certain duties, powers and rights of owners of lots within the Property.

ARTICLE I - DEFINITIONS

Definitions. Unless otherwise expressly provided, the following words and phrases, when used in this Declaration, shall have the following specified meanings:

1.1 "Assessment" shall mean an "Annual Assessment," "Special Assessment," or "Site Assessment," pursuant to Article 8, hereof.

1.2 "Association" shall mean and refer to the KISSING CAMELS PROPERTY OWNERS' ASSOCIATION, a Colorado nonprofit corporation.

1.3 "Architectural Control Committee" shall mean and refer to the Declarant or a committee appointed by the Declarant to perform the functions of the Architectural Control Committee described in this Declaration.

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J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
#098132351 Doc \$.00 Rec \$205.00 PG 6/ 41

1.4 "Common Areas" shall mean and refer to all those areas contained in the recorded Plat of the Property, whether within street rights of way or otherwise, which are not separately owned by Owners of Lots.

1.5 "Declarant" shall mean and refer to HILL DEVELOPMENT CORPORATION, a Delaware corporation, its successors and/or assigns.

1.6 "Declaration" shall mean and refer to this document.

1.7 "Dwelling Unit" shall mean and refer to a building which is constructed upon a Lot and intended to be used as a private, single-family residence.

1.8 "Improvements" shall mean and refer collectively to any Dwelling Unit, Structure or Landscaping, as those terms are defined herein, and shall include as well any, every and all other improvements to the real property of any name whatsoever, including, but not limited to, poles, signs, mail boxes, exterior tanks, solar equipment and exterior plumbing, heating, ventilating, air conditioning or other utility fixtures. The definition of "improvement" shall also be deemed to include any excavation or fill the volume of which exceeds two cubic yards, and any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

1.9 "Landscaping" shall mean and refer to the treatment of ground surface with live plant materials, chips, crushed stone, decorative rocks, mulch materials, wood, lodges, windbreaks, plantings, planted trees and shrubs, or other decorative surfacing materials approved by the Architectural Control Committee.

1.10 "Lot" shall mean and refer to each area designated as a Lot on the recorded Plat of the Property and which is not owned by the Association.

1.11 "Lot Line(s)" shall be the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a front Lot Line is each boundary line (whether one or more) between the Lot and any public or private street. A side Lot Line is any boundary line which meets and forms an angle with a front Lot line, except that, for a corner Lot with two front Lot Lines, the side Lot Line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A rear Lot Line is each boundary line (whether one or more) which meets and forms an angle with the end of a side Lot Line opposite the front Lot Line or exists between boundary lines which meet and form angles with the end of side Lot Lines opposite the front Lot Line.

1.12 "Member" shall mean a member of the Association who must also be an Owner. Membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Lot.

1.13 "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including the Declarant and contract seller, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall also be deemed to include, as applicable for enforcement of the terms and conditions of this Declaration, guests, invitees, family members, tenants, employees, agents or other persons who may from time to time be allowed on the Property at the request of the Owner or due to relationship or acquaintance with the Owner.

1.14 "Property" shall mean and refer to that certain real property contained in the above-referenced recorded Plat of the Property.

1.15 "Structure" shall mean and refer to any thing or device, other than landscaping (as that term is defined herein), the placement of which upon any Lot (or the attachment of which to any Structure), might affect its architectural appearance including, by way of illustration and not limitation, any Dwelling Unit, building, outbuilding, porch, shed, greenhouse, play area or recreational apparatus, swimming pool, tennis court, flag pole, house number, mail box, exterior lighting, patio, deck, cover, awning, addition, walkway,

patio, sprinkler pipe, garage, ramp, road, driveway, parking area, fence, screening wall, retaining wall, stair, satellite dish, exterior lighting or other fixture.

ARTICLE 2 - PURPOSE

2.1 **Purpose.** Because of the unique setting of the Property within an urban area and within the boundaries of the Corporate Area, Declarant intends this Declaration to be a reasonable restriction upon the use of the Property and upon each Owner in order to accomplish the various purposes set forth herein including, but not necessarily limited to, the following:

- (a) to preserve and enhance, now and in the future, the exclusively residential character of the Property and the attractiveness, desirability and value of the Property, Lots and all improvements made or placed thereon, as well as the attractiveness, desirability and value of all properties within the Corporate Area;
- (b) to provide for an exclusive, secure and gracious residential living environment existing compatibly with surrounding areas;
- (c) to assure that all improvements made or placed upon the Property, and uses thereof, are compatible with each other and with the surrounding areas and unique settings;
- (d) to maintain common architectural themes and styles throughout the Property;
- (e) to maintain a development for Owners who desire a gracious residential setting with privacy and security, free of commercial influences and associated uses and activities; and
- (f) to provide a process by which development and construction activities will have minimal effect upon the existing and anticipated surrounding neighborhoods.

ARTICLE 3 - DEDICATION

3.1 **Dedication.** Declarant, for itself, its successors and assigns, hereby declares that the Property shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, easements, limitations, reservations, exceptions and other provisions set forth in this Declaration, all of which are dedicated to be a part of and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Corporate Area and the Property. The provisions of this Declaration are hereby impressed and imposed upon the Property as an equitable servitude and are intended to, and shall, run with the land and, until their expiration in accordance with Section 12.13 hereof, shall bind, be a charge upon and inure to the mutual benefit of (a) all of the real property within the Property and each part or parcel thereof; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all other persons and entities having or acquiring any right, title or interest in any real property which is part of the Property or any part or parcel thereof or any improvement thereon, and their executors, administrators, heirs, personal representatives, successors and assigns.

ARTICLE 4 - ARCHITECTURAL CONTROL

4.1 **Architectural Control.** No Dwelling Unit, Structure, Landscaping or other improvement shall be placed, erected, installed or permitted to occur or exist on any Lot, nor shall the visible appearance of any existing improvement be altered, nor shall any construction or installation of any improvement be commenced, unless and until all plans and specifications for such improvement have been submitted to, and approved in writing by, the Architectural Control Committee. Matters which require the approval of the Architectural Control Committee include, but are not limited to:

- (a) the original construction, installation or erection of any Dwelling Unit, Structure, Landscaping or other Improvement;
- (b) the demolition or destruction, by voluntary action, of any Dwelling Unit, Structure, Landscaping or other Improvement;
- (c) any other grading, excavation, filling or similar disturbance to the surface of any Lot; and
- (d) any change, alteration, reconstruction, renovation or expansion of any previously constructed, installed or approved Improvements, including any change of Landscaping, exterior appearance, finish material, color or texture of any Dwelling Unit or other Structure or Improvement. Interior renovations to a previously-completed Dwelling Unit, Structure or Improvement which do not change or alter the exterior appearance and which are not otherwise restricted by the terms of this Declaration shall not require the approval of the Architectural Control Committee.

4.2 Content of Plans. All building plans and specifications, architectural plans and specifications, landscaping and/or grading plans and specifications, samples and other materials to be submitted to the Architectural Control Committee shall be complete and submitted in duplicate. The minimum scale of all plans shall be one-twentieth of an inch equals one foot. The plot plan shall show the location of all Dwelling Units and Structures (plotted horizontally and vertically), drives, walks, walls, windbreaks, fences, Landscaping and any other improvements. Proposed new contours throughout the lot and abutting street elevations on all sides shall be shown as well. Plans for Dwelling Units and other Structures shall show all exterior elevations, exterior design, style, height, building materials and color scheme shown, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples. If requested, a color report for the Lot shall be supplied. Landscaping and/or grading plans shall show the location of all landscaping elements, including grass, ground cover, shrubs, trees and other landscape materials for the entire area of the Lot not to be covered by improvements or other Structures. The size (as planted and at maturity) and type of all new plant materials shall be indicated. All plans, samples and other materials as may be requested by the Architectural Control Committee shall be prepared, obtained and furnished at the sole cost and expense of the Owner.

4.3 Mandatory Approval of Plans: Approval Procedures.

4.3.1 In order to avoid unnecessary hardships, all Owners contemplating such construction, reconstruction, remodeling, landscaping, planting or alteration shall submit preliminary drawings of the proposed work in duplicate to the Architectural Control Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications, or incurring substantial expense. Thereafter, when final drawings, plans and specifications have been prepared in accordance with the requirements of Section 4.2, above, the same shall be submitted to the Architectural Control Committee for approval. Upon approval, and as a condition of approval, the Owner shall also deposit with the Architectural Control Committee a sum equal to the projected cost (as determined by the Architectural Control Committee) of the installed Landscaping for the Lot (but in no event less than \$25,000.00), said sum to be held in an interest bearing escrow account for the benefit of the Owner pending completion of all Landscaping on the Lot. In lieu of the deposit of actual funds in escrow, the Owner may elect to provide a letter of credit or certificate of deposit with terms acceptable to the Architectural Control Committee to be held by the Architectural Control Committee for the purposes and for the period stated above.

4.3.2 The Architectural Control Committee shall approve or disapprove requests, plans, specifications, details and samples within thirty (30) days from delivery thereof to the Architectural Control Committee in proper and complete form. One set of all plans, specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting same, and the other copy thereof shall be retained by the Architectural Control Committee. In the event there is no action taken to approve or disapprove such requests, plans, specifications, and details within thirty (30) days after the delivery thereof to the Architectural Control Committee in proper and complete form, and no action has been instituted to enforce

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
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the performance of the proposed work, the provisions of this section shall be deemed satisfied. The Architectural Control Committee shall maintain written records of all applications submitted and all action taken.

4.3.3 In approving or disapproving the requests, plans, specifications, details and samples submitted to it, the Architectural Control Committee shall take into consideration the design, style and construction of the proposed improvement or alteration, its location on the Lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed improvement or alteration is consistent with the general terrain, the architecture of other improvements located within the Property, and whether or not the construction or alteration of said improvements will adversely affect or decrease the value of other Lots and/or improvements located thereon because of its design, location, height or type of material used in construction. The Architectural Control Committee may make reasonable requirements of the Owner, including the submission of additional plans, to ensure conformance of such improvement or alteration when created with these restrictions and covenants and with the plans submitted and approved. The Architectural Control Committee may require such changes as may be necessary to conform to the general purposes herein expressed.

4.3.4 The Architectural Control Committee shall have authority to promulgate minimum standards for construction, landscaping, maintenance and other matters within its purview, which standards shall not be inconsistent with the terms of this Declaration, and all Owners shall be required, and hereby acknowledge and agree, to conform their construction, landscaping and maintenance activities to such standards as may be in effect from time to time.

4.3.5 The Architectural Control Committee shall have authority to grant variances from the provisions of this Declaration in case of irregularly shaped Lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship, or where required by practical necessity; provided, however, the granting thereof shall not be materially detrimental or injurious to the Property and shall not militate against the general intent and purpose of this Declaration. The Architectural Control Committee shall have authority to grant variances from the height restrictions contained in this Declaration in order to allow flexibility in architectural design; provided, however, the granting thereof shall not be materially detrimental or injurious to the Property or the views from adjacent Lots and shall not militate against the general intent and purpose of this Declaration. The Architectural Control Committee shall be the sole and exclusive judge of whether or not justification for variance exists. The Architectural Control Committee shall, within sixty (60) days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Architectural Control Committee fails to act on the request for the variance within sixty (60) days, the variance shall be deemed denied. If a variance is denied, another application for a variance for the same Lot may not be made for a period of one year.

4.3.6 Whenever the Architectural Control Committee disapproves of any request or any proposed plans, specifications, details or samples, it shall state in writing its reasons for such disapproval with sufficient explanation to guide the Owner in proposing changes or alterations in plans which will satisfy the objections of the Architectural Control Committee.

4.3.7 It is the intent hereof that the Architectural Control Committee shall exercise broad discretionary power and that its decisions shall be final and conclusive, except for an arbitrary abuse of its discretion or an excess of its authority.

4.3.8 The Architectural Control Committee shall resolve all questions of interpretation hereunder, and this Declaration shall be interpreted in accordance with its general purpose and intent as herein expressed.

4.3.9 Neither the Declarant nor the Architectural Control Committee, nor any architect or agent of the Declarant or Architectural Control Committee, shall be responsible or liable in any way for any defects in any requests, plans, specifications, details or samples submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according thereto.

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
#098132851 Doc \$1.00 Rec \$208.00 Pg 10/ 41

4.3.10 Neither Decreeant, nor any other entity acting as the Architectural Control Committee, nor any member thereof, shall be liable in damages or otherwise to anyone submitting plans to them for approval or requesting a variance, or to any Owner by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve any plans, specifications or variance. Approval by the Architectural Control Committee shall not mean that plans and specifications are in compliance with the requirements of any local building codes, zoning ordinances or other governmental regulations, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Control Committee to comply with all codes, ordinances and regulations.

4.3.11 The Architectural Control Committee may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration, not including reimbursement or compensation to the members of the Architectural Control Committee for their services.

4.3.12 Approvals of all plans and specifications for an improvement will automatically expire within one year after approval, and if approval to expire, the applicant must re-submit a request for approval of the improvement.

ARTICLE 9 - RESTRICTIONS ON DESIGN AND CONSTRUCTION

5.1 **General Restrictions.** Architectural, design, construction and landscaping standards are established and imposed to the end that the Property may benefit from the natural advantages of its particular location. While the standards for architectural style are flexible in that variances may be granted under proper circumstances, compatibility of the development of the Corporate Area as a whole, and compatibility of design within the Property, are of foremost importance.

5.2 **No Subdivision of Lots.** No more than one Dwelling Unit shall be erected or maintained within any Lot. No Lot shall be replatted or otherwise subdivided.

5.3 **Uses.** In order to protect and enhance the gracious residential character of the Property, all Lots in the Property shall be used exclusively for private residential purposes. No Dwelling Unit erected or maintained within the Property shall be used or occupied for any purpose other than for a private, single-family dwelling. No business, profession or other commercial enterprise of any nature shall be conducted on any Lot or in any Dwelling Unit, Structure or other improvement located thereon; provided, however, a "home office" activity conducted in accordance with the minimum standards set forth in this section (or as adopted from time to time by the Architectural Control Committee pursuant to the provision of this section) may be permitted.

A "home office" activity is a secondary or incidental use of a Dwelling Unit. It is anticipated that a home office activity would be based predominantly upon computer, telecommunication or other similar technologies with interior, if any, visual or traffic impact upon the Property. The following minimum standards shall apply to any home office activity conducted from any Dwelling Unit:

- (a) only a service business shall be permitted to be conducted from a home office, and no sale of goods, supplies, inventory or other products shall be permitted, no matter how marketed;
- (b) such activity shall be clearly incidental or secondary to the use of the Dwelling Unit for residential purposes, and the use of the Dwelling Unit for such purposes shall not cause or result in any visual or other essential change in the residential character of the Property;
- (c) no person employed, contracted with or consulted in connection with such activity shall participate in business operations at, or conduct business from, the home office, such activity to be conducted only by a person or persons residing at the Dwelling Unit;
- (d) the home office activity shall be contained entirely within the Dwelling Unit, and the total area of the Dwelling Unit used for such activity shall not exceed twenty percent (20%) of the

09/14/1998 12:31 JPK/ML

J. Patrick Kelly El Paso Cnty 09/14/1998 12:51
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minimum square footage of heated floor area devoted to living purposes, nor more than seven hundred (700) square feet;

- (e) the operation of a home office activity shall not result in the elimination of the Dwelling Unit's kitchen or all of its bedrooms;
- (f) there shall be no advertising of the home office activity visible outside of the Dwelling Unit;
- (g) the home office activity shall not bring more than one client to the Dwelling Unit at any one time and shall ordinarily not result in repeated, recurring or ongoing visits by clients, suppliers, associates or others;
- (h) the home office activity shall not ordinarily involve shipping, receiving or delivery activities to or from the premises;
- (i) the home office activity shall be conducted in compliance with all building, fire, health and environmental laws, codes and regulations;
- (j) the home office activity shall not result in foot traffic or vehicular traffic or parking not ordinarily associated with normal residential use of the Property;
- (k) no activity associated with the home office activity shall be allowed which results in detrimental visual impact upon the surrounding neighborhood; and
- (l) any mechanical, electrical or electronic machinery or equipment used in the home office activity must be operated in a fashion so that no noise, vibration, glare, fumes, odors, heat or electrical interference are detectable to the normal senses beyond the boundary line of the Lot, and in no case shall any equipment be allowed which involves the use of hazardous, explosive or highly flammable substances or which produces hazardous, explosive or highly flammable wastes or products.

Nothing herein shall be deemed to limit or restrict the right, power and authority of the Architectural Control Committee to interpret or promulgate additional or substitute minimum standards, rules, regulations or procedures with respect to home office activities. The Architectural Control Committee shall be the sole authority with respect to home office uses and shall exercise broad discretionary powers in this regard.

5.4 Improvements. No improvement shall be erected on any Lot except one single-family Dwelling Unit (excluding home ride household help) and other improvements which have been approved by the Architectural Control Committee. No improvement other than a Dwelling Unit and no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No improvement may be placed on any Lot before completion of the Dwelling Unit upon such Lot except with the permission of the Architectural Control Committee.

5.5 Rentals. No room or rooms in any Dwelling Unit or parts thereof may be rented or leased and no paying guests shall be quartered in any Dwelling Unit. Nothing contained in this provision, however, shall be construed as preventing the renting or leasing of an entire Lot, together with its Dwelling Unit or other improvements, as a single unit to a single family.

5.6 No Separate Estates. Ownership of a Lot shall never be separated from ownership of any improvement placed thereon.

5.7 Temporary Structures. No temporary house, trailer, tent, sleeping quarters, barn, tree house, garage, outbuilding or other temporary structure shall be placed or erected upon any Lot; provided, however, the foregoing shall not be deemed to preclude temporary back-yard and campy activities of children on the section of play houses otherwise complying in all respects with the terms and conditions of this Declaration.

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J. Patrick Kelly El Paso City 09/14/1998 12:31
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No Dwelling Unit or other Structure or Improvement placed or erected on any Lot shall be occupied in any manner at any time during the course of original construction prior to its being fully completed in accordance with approved plans (as hereinafter provided) and until made to comply with all requirements, conditions and restrictions herein set forth; provided, however, during the actual construction or alteration of a Dwelling Unit or other Structure or Improvement on any Lot, necessary temporary buildings for administration of construction and storage of materials may, with the consent of the Architectural Control Committee be used, erected and maintained by the contractor doing such work, so long as the same are promptly removed upon completion of construction.

5.8 Construction Type. All construction shall be new. No building previously used at another location, nor any building or improvement originally constructed as a mobile dwelling or manufactured housing, may be moved onto a Lot except as expressly provided herein for temporary construction buildings. All Dwelling Units or other Structures and Improvements shall be constructed, repaired and renovated in conformance with applicable building codes and regulations.

5.9 Material Storage. No building materials (including excess dirt from excavation) shall be stored on any Lot except temporarily during continuous construction of a Dwelling Unit or other Structure or Improvement. Excess dirt from excavation shall be removed from a Lot immediately following completion of foundation back filling.

5.10 Completion of Work. All construction work shall be prosecuted diligently and continuously from the time of commencement until fully completed. The exterior of all Dwelling Units or other Improvements must be completed within one year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. For purposes of this Section 5.10, "commencement of construction" of a Dwelling Unit is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within one year after commencement, or if construction shall cease for a period of sixty (60) days without permission of the Architectural Control Committee, the Architectural Control Committee will give the Owner thereof written notice of such fact. If construction on such Improvement is not thereafter diligently commenced within thirty (30) days after such notice, the unfinished improvement or unfinished portion thereof shall be deemed a nuisance and may be removed forthwith by and at the cost of the Owner, or the Architectural Control Committee (acting by and through the Association) at its sole option, may choose to remove the same or complete construction as provided in the approved plans for the same, at the cost of the Owner and may exercise the rights as described herein for any costs or expenses it may incur in such event.

5.11 Construction Debris. Construction debris may not be dumped or left on any Lot or on any of the Common Area or adjoining properties. During the period of construction of a Dwelling Unit or other Improvement on a Lot, the Owner of the Lot or his contractor shall control dirt and dust, keep surrounding properties and streets reasonably clean and keep construction debris confined in a trash receptacle. All construction debris which is blown by the wind onto nearby properties or streets shall be collected and placed in the trash receptacle on a daily basis. Trash shall be removed from the Lot at least once a week during the construction period. Contractors, subcontractors and construction personnel shall have the right to enter upon unimproved Lots and the Common Area to pick up and retrieve construction debris, but shall not enter upon any improved Lot for such purpose without the express permission of the Owner of such Lot.

5.12 Natural Vegetation Preservation Areas. No trees, surface boulders or natural vegetation, or other surface feature of a Lot, shall be removed from any Lot, except those that would unreasonably interfere with the actual construction of an Improvement. Each tree removed shall be replaced with a tree or trees of similar size, unless otherwise approved by the Architectural Control Committee. With respect to Lots 5, 10, 11, 16, 17 and 18 of Filing No. 6, no trees during construction or afterward shall be natural vegetation within the designated preservation areas be removed, damaged or disturbed in any way, and the Owner shall be responsible for providing proper protection of such natural vegetation throughout the period of ownership of the Lot.

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5.13 Drilling Structures. No derrick or other improvement designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot.

5.14 Underground Utilities. All utilities, including electric, cable television, radio and telephone transmission lines, but excluding lighting standards and customary service devices for access, control or use of utilities as permitted by the Architectural Control Committee, shall be installed underground. No overhead utility lines shall ever be installed or maintained on any portion of the Property except during the construction of a Dwelling Unit when the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

5.15 Driveways; Access to Lots. All colors and materials used in connection with driveways and off-street parking areas must be approved by the Architectural Control Committee. In Filing No. 6 of the Property, there shall be no driveway access from any Lot to Hill Circle, except from Lots 1 and 2. In Filing No. 7 of the Property, there shall be no driveway access from any Lot to Hill Circle, except from Lots 18 through 25.

5.16 Setback Areas. Except with approval of the Architectural Control Committee, no improvement, nor any porch, eave, overhang, projection or other part of such improvement, shall be located closer to the Lot Line(s) of a Lot than as described on Exhibit 5.16, attached hereto; provided, however, the foregoing shall not apply to Landscaping. Notwithstanding the foregoing, however, at the discretion of the Architectural Control Committee, and based upon submitted and approved plans and specifications, the front Lot Line setback on any Lot in Filings 7 or 8 may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side at a ninety (90) degree angle to the street providing driveway access to the Lot), but areas of the Dwelling Unit devoted to living purposes must still comply with the forty (40) foot setback requirement. If, upon completion of construction, it is disclosed by survey that a minor violation or infringement of a setback line(s) has occurred, such violation or infringement shall be deemed waived by Owners of Lots within the Property. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this provision is a violation of not more than one (1) foot beyond the required setback line. This provision shall apply only to original construction and shall not be applicable to any alterations or repairs. All construction must also conform to the building code, zoning code and subdivision regulations of the City of Colorado Springs, which regulations may vary from the provisions of this section and other sections.

5.17 Styles of Dwelling Units. All Dwelling Units constructed on the Lots shall be of one of the following two (2) styles:

- (a) one-story, which means for purposes of this Declaration a Dwelling Unit which has a one-story street elevation and a one-story rear elevation; or
- (b) one-story walk-out, which means for purposes of this Declaration a Dwelling Unit which has a one-story street elevation and a two-story rear elevation.

5.18 Garages. Every Dwelling Unit constructed on any Lot shall include a two-car fully enclosed garage which must be either attached to the Dwelling Unit as an integral part thereof or attached thereto by arbor or breezeway and conforming to the architectural design of the Dwelling Unit. Garage doors shall be wood, wood composition or painted metal of a compatible design, and shall be equipped with automatic garage door openers with remote control operating devices.

5.19 Kitchens. No more than one room in each Dwelling Unit may contain kitchen facilities, except where permitted by the Architectural Control Committee as a "wet-bar" area or as part of a den, playroom or entertainment area.

J. Patrick Kelly El Paso Cnty 08/14/1998 12:31
NDD0132351 Doc 4.00 Km 6208.00 Pg 14/ 41

5.20 Foundation Elevation. The elevation of the top of the foundation ("Foundation Elevation") of any Dwelling Unit built, erected or placed upon any Lot shall not be greater than the Foundation Elevation for such Lot designated on Exhibit 5.20, attached hereto.

5.21 Minimum Size of Dwelling Units. All Dwelling Units shall contain a minimum square footage of heated floor area devoted to living purposes on the street level (i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), inlets or porches) as described on Exhibit 5.21, attached hereto.

5.22 Maximum Height. The maximum height of a Dwelling Unit or other Structure or Improvement within Filing 6 of the Property shall be restricted to twenty-four (24) feet, and within Filing 6 to twenty-six (26) feet, above the Foundation Elevation; provided, however, this restriction shall not apply to trees as they grow in height during maturation. In addition, with regard to two-story walk-out Dwelling Units, the vertical wall on any two-story elevation shall not exceed twenty-two (22) feet in height (as measured from the top of the rear foundation elevation to the top of the first floor wall plate of the Dwelling Unit). The height of landscaping walls and fences shall be separately restricted as hereinafter set forth. Notwithstanding the foregoing provisions, in no event shall the maximum height of a Dwelling Unit or other Structure or Improvement within the Property be allowed to exceed the maximum height allowed by applicable zoning laws.

5.23 Excavation, Grading and Drainage. The finished grading on all Lots shall be to within six (6) inches of the top of foundations. In the case of a stepped foundation, finished grading shall average within six (6) inches of the top of the stepped foundation. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot except after first obtaining the prior consent and approval of the Architectural Control Committee. Grading shall be maintained at all times so as to protect foundations and footings from excess moisture. Without the prior written approval of the Architectural Control Committee, no excavation of a Lot shall take place which would create the potential for construction of a walk-out style Dwelling Unit where that potential would not have otherwise existed given the natural grade of the Lot.

5.24 Construction Standards. All Dwelling Units and other Structures and Improvements shall conform to the following material and appearance standards:

- (a) Exterior materials shall be of natural wood, brick, stone, stucco, or other natural material approved by the Architectural Control Committee, including siding, doors, garage doors, window trim, fences and copings (provided, however, certain artificial stone may be considered for use, subject to approval of the Architectural Control Committee, and solid core, finished metal exterior doors and garage doors may be considered for use, subject to approval of the Architectural Control Committee);
- (b) Metal or wood windows are permitted, however all metal windows shall be anodized and painted or coated a color to blend with the color of the Structure;
- (c) Gutters and down spouts are required and shall be painted the same color as the adjoining trim color of the Structure;
- (d) Exposed concrete shall be stuccoed and all stucco shall be painted or textured in a manner and color approved by the Architectural Control Committee;
- (e) Chimney facing shall be of stone, brick or other material acceptable to the Architectural Control Committee;
- (f) All roof areas shall be of tile, slate, copper, concrete, or such other material as may be approved by the Architectural Control Committee. Asphalt roofing materials and wood shakes and wood shingles are not permitted. On sloped roofs, the minimum pitch shall be 5:12;

6.14 Transmitters. No electronic or radio transmitter of any kind other than garage door openers and remote control devices for televisions, VCRs, video cassette recorders and similar equipment shall be operated in or on any improvement or lot.

6.15 Animals. No animals, except an aggregate of two (2) domesticated dogs, cats or other bona fide domesticated pets, shall be permitted on any lot, excepting fish or domesticated birds which may be kept in greater numbers. No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or otherwise is a nuisance to neighbors or the neighborhood. No animal shall be kept, bred, or maintained within the Property for any commercial purposes. All animals must be on a leash or under Owner control at all times when outside of the Owner's fenced area. Animals shall not be permitted to run loose. If an animal should run loose, the Owner thereof shall be responsible for all costs associated with the animal being picked up or brought under control. In the event of repeated and willful violations by an Owner, the Association may permanently restrain and enjoin the Owner from keeping said animal on the Owner's lot. No dogs or other pets shall be chained or enclosed on a lot outside of the Dwelling Unit, except the Architectural Control Committee, in its sole discretion, may approve dog runs or enclosures, subject to the provisions of Section 5.27.

6.16 Vehicles. The Association may impose reasonable regulations upon the driving, parking and other conduct or use of motor vehicles within the Common Area. No motor vehicle, boat, trailer (whether for housing, camping, hauling or otherwise), camper (on or off supporting vehicle), tractor, commercial vehicle, mobile home, house trailer, recreational vehicle, motor home, self-contained motorized vehicle, off-road vehicle, motor-driven cycle, towed trailer unit, shall be stored or parked overnight on any street or within any lot (except in a completely enclosed building such as a garage). Parking on the private streets within the Property shall be allowed subject to the foregoing restrictions so long as the vehicle is parked only temporarily in connection with a social function or while engaged in actual transportation or delivery to or from a lot or Dwelling Unit.

6.17 Inoperative Vehicles. No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or on any lot in such a manner as to be visible at ground level from any nearby property or street, unless fully screened in a manner approved by the Architectural Control Committee. An unused vehicle shall be any vehicle which is not properly licensed or registered or has remained immobile for more than a week as determined by the Association.

6.18 Vehicle Repairs. No maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle/boat, machine or device may be carried on except within a completely enclosed improvement which screens the sight and sound of the activity from nearby property and streets.

6.19 Flammable Liquids. No Owner shall use or permit to be brought into or stored on any lot any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene in large enough quantities to be deemed hazardous to life, limb or property.

6.20 Fuels, Incinerators, Barbecues. No coal or other type of fuel which gives off smoke shall be used for heating, cooking or any other purpose; provided, however, the foregoing restriction shall not be deemed to apply to the occasional burning of wood in a fireplace or charcoal or other fuel in a barbecue. No trash or garbage shall be burned on the premises except in approved incinerators located indoors. No barbecue or other outdoor cooking pit shall be located nearer to another lot line than any setback line.

6.21 Storage Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any part of a lot. Any tanks for use in connection with any Dwelling Unit constructed on a lot, including tanks for the storage of gas, or oil, must be below ground.

J. Patrick Kelly El Paso Cnty 00/14/1998 12:31
#090132331 Doc \$1.00 Rec #205.00 Pg 18/ 41

6.22 Signs. The only signs permitted on any Lot or Improvement shall be:

- (a) one sign of customary size and reasonable format for offering of the signed property for sale or for rent, approved by the Architectural Control Committee and displayed only in a standard frame specified by the Architectural Control Committee;
- (b) one sign of customary size for identification of the occupant and address of any Dwelling Unit as approved by the Architectural Control Committee;
- (c) signs for identification of the Property as a whole installed by, or with the permission of, Declarant;
- (d) signs as may be necessary to advise of rules and regulations or to caution or warn of danger or give direction; and
- (e) such other signs as may be required by law.

Except for permitted signs, there shall not be used or displayed on any Lot or Improvement, any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed and shall be placed only on the Lot to which they pertain.

ARTICLE V - ASSOCIATION MEMBERSHIP

7.1 Kissing Camels Property Owners Association. The Declarant has delegated to the Kissing Camels Property Owners Association, a Colorado nonprofit corporation (the "Association"), the responsibility of arranging for or providing private road and Common Area maintenance, security protection, covenant enforcement and enforcement of other terms and conditions of this Declaration, and such other matters which in its sole discretion, and pursuant to this Declaration, it determines to be in the best interests of the health, safety and welfare of the Owners and/or Property. All Common Area, including the private roads shown on the recorded Plat of the Property, has been dedicated to the Association for such purposes. The Kissing Camels Property Owners Association was duly formed in 1960 to perform such services on behalf of all properties within the Corporate Area, and it currently performs and will continue to perform such services for all other properties within the Corporate Area, whether currently existing in a developed state or to be developed in the future. The decisions and actions of the Association shall be as determined by its officers acting pursuant to the direction and policies of its board of directors, without any vote or meeting of members, except as described in Section 7.4, below.

7.2 Power to Enforce Declaration and Rules and Regulations. The Association shall have the power and duty to enforce the provisions of this Declaration and any other organizational documents governing the Association (collectively, the "Association Documents"), and shall take such action as it deems necessary or desirable to cause compliance by each Owner and Member of the Association. Without limiting the generality of the foregoing, the Association shall have the power of enforcement by any one or more of the following means: (a) by entry upon any Lot within the Property after any required notice and hearing (unless a bona fide emergency exists), without liability to the Owner or occupants thereof, for the purpose of enforcement of or causing compliance with the Association Documents; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of the Association Documents, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of the Association Documents; (d) by exclusion, after any required notice and hearing, of any Owner from use of any Common Area for other properties which such Owner is entitled to use by virtue of being an Owner or Member during any period not to exceed sixty (60) days as a penalty for any breach of the Association Documents by any such Owner, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (e) by suspension, after any required notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member of the Association Documents, unless the breach is a continuing breach, in which case such

J. Patrick Kelly El Paso City 09/14/1998 12:31
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suspension shall continue for so long as such breach continues; (f) by levying and collecting, after any required notice and hearing, unless the violation consists of failure to pay any Assessment, in which case notice and hearing shall not be required, a Site Assessment against any Lot for breach by the Owner of the Association Documents; (g) by levying and collecting, after any required notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the rules and regulations of the Association, from any Owner or other person for breach by such Owner or other person of the Association Documents; (h) by performing any duty of any Owner or other person or correcting any violation or breach of the Association Documents and obtaining, upon demand, reimbursement for all expenses related thereto as a Site Assessment, and (i) by exercising any other right or remedy permitted by law or in equity.

7.3 Membership and Voting Rights. Each Owner of a Lot within the Property shall automatically be and become a member of the Association provided, however, in the event a Lot is owned by more than one person, such multiple or joint membership shall not increase the voting rights appurtenant to that Lot. Each Owner of a Lot shall have one vote on any matter required to be submitted to a vote of members.

7.4 Association Trustees. The affairs of the Association are currently managed by a three-member Board of Trustees who retain a power of appointment over the trustees. At such time as a substantial percentage of the Lots in the Khasing Carnels Estates Corporate Area have been sold to owners/occupants, the trustees are required to call a meeting of all Members of the Association for the election by the Members of three additional members to the Board of Trustees. The Board of Trustees is then required to set, within eighteen months of the election of the second group of three additional trustees, a regular annual meeting date, and at the first such annual meeting a third group of three trustees are to be elected by the members to the Board of Trustees. Thereafter, the election of trustees is staggered with the result that three trustees are subject to re-election or replacement each year by a vote of members. The Board of Trustees retains the sole power to amend the Association's Certificate of Incorporation.

7.5 Rules and Regulations. The Association may from time to time promulgate reasonable rules and regulations governing the Property, which rules and regulations shall not be inconsistent with the terms of this Declaration, and all Owners shall be required, and hereby acknowledge and agree, to conform themselves in accordance with such rules and regulations.

ARTICLE 8 - ASSESSMENTS

8.1 Creation of Lien and Personal Obligation to Pay Assessments. The Declarant, for each Lot or Dwelling Unit owned within the Property, hereby covenants, and each Owner of any Lot or Dwelling Unit by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay to the Association, Annual, Special and Site Assessments or charges which shall be established and collected as hereinafter provided. These charges, together with a rate of interest equal to the commercial bank interest rate charged by Colorado National Bank Exchange, and any and all other costs of collection, including the costs and expenses incurred for the filing of a lien hereunder and legal fees and costs hereinafter "Costs of Collection", shall be a mandatory charge on the Lots or Dwelling Units and shall be a continuing lien upon the property against which each such Assessment is made. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments attributable to them and/or their Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for herein by non-use of the Common Areas or the facilities contained therein, by abandonment or leasing of his Lot, or by asserting any claims against the Association, the Declarant or any other person or entity. In addition to the foregoing Assessments, charges, fees and other sums, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against his Lot.

8.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners in providing funds for the following: (a) maintenance, repair and replacement of private roads, Common Areas and drainage systems within the Property, including but not limited to, snow removal, sweeping, clearing, maintenance of traffic signs, street signs, markings,

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
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lighting, maintenance and replacement of drainage structures, pipes, channels, bridges, and other similar expenses related to the private roads, streets and drainage systems within the Property; (b) the development, maintenance, and expense of a complete security system and security protocols for the Owners and residents including salaries for security personnel and the cost of equipment including guard gates, communication systems, security vehicles and related facilities, (or in the alternative contracting for such security and security protection services); (c) the costs of architectural control and covenant enforcement hereunder, including the Architectural Control Committee's overhead and supervision costs in reviewing all plans and all costs of collection including reasonable attorney's fees; (d) for costs and expenses related to the operation of any other facilities which an Owner is entitled to use by virtue of being an Owner of a Lot or member of the Association (such as the Community Recreation Center at Kissing Camels Estates); and (e) for all other things (e.g. trash and refuse pickup) as may be determined by the Association to be in the best interests of the health, safety and welfare of the Owners and Property.

8.3 Determination of Annual Assessments. The determination of Annual Assessments shall be based upon the enhanced and projected budget of cash requirements adopted from year to year by the Association. Annual Assessments shall be calculated to be sufficient to satisfy the expected annual needs of the Association to provide the services to the Owners and the Property contemplated in this Declaration. An adequate reserve out of the Annual Assessments may also be maintained by the Association to carry out its duties and obligations hereunder.

8.4 Rate of Assessments. Annual and Special Assessments shall be allocated equally and uniformly among all Lots, so that each Owner is obligated to pay an equal Annual and Special Assessment for each Lot owned; provided, however, Annual and Special Assessments for Lots containing Dwelling Units may vary from Annual and Special Assessments for unimproved Lots. Subject to the foregoing, the rates for Annual and Special Assessments shall be determined by dividing the total Assessments payable for the Assessment period by the number of Lots then subject to this Declaration, with the resulting quotient being the amount payable with respect to each Lot.

8.5 Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the first conveyance of the Lot from the Declarant to a purchaser thereof.

8.6 Failure to Pay Assessments. The failure of the Association to levy an Assessment in any case shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Owner to pay Assessments for that or any subsequent period.

8.7 Special Assessments. In addition to Annual Assessments, the Association may levy Special Assessments for the purpose of defraying in whole or in part the expense of any contingency or unbudgeted item.

8.8 Site Assessments. The Association may levy a Site Assessment against any Member, Owner, or Lot if the willful or negligent acts or omissions of the Member or Owner cause any violation of the Association Documents or cause any loss or damage to the Association or Common Areas or cause an expenditure of funds in connection with the enforcement powers of the Association. Except for a default consisting solely of a failure to timely pay any Assessment, including, without limitation, Special Assessments or Annual Assessments, which shall not require any notice and hearing, a Site Assessment shall be levied only after any required notice and hearing. The amount of the Site Assessment shall be due and payable to the Association upon notice by the Board that the Site Assessment is owing. Imposition or non-imposition of Site Assessments shall not preclude the Association from pursuing simultaneously or subsequently all other legal or equitable rights and remedies.

8.9 Effect of Nonpayment of Assessments.

8.9.1 Any installment of an Assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Association. With respect to each installment of an Assessment not paid within ten (10) days after its due date, the Association may, at its election, require the

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
#098132981 Doc \$.00 Rec #206.00 Pg 21/ 41

delinquent Owner to pay a late charge of not to exceed Five and No/100 Dollars (\$5.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Association may mail a notice to the Owner and to each first mortgagee of a Lot or Dwelling Unit which has requested a copy of such notices. Such notice shall specify (i) the fact that the installment is delinquent; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such defaults must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessment and ultimate sale of the Owner's Lot and/or Dwelling Unit in foreclosure. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the nonexistence of a default or any defense of the Owner to acceleration and sale. If the delinquent installments of the Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Association, at its option, may declare all the unpaid balance of the Assessment for the then current fiscal year, attributable to that Owner and his Lot and/or Dwelling Unit, to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

8.9.2 All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Lot and/or Dwelling Unit prior and superior to all other liens, except all liens for taxes, bonds, Assessments and other levies or encumbrances which, by law, would be superior thereto. The lien shall become effective upon recording by the Association or its authorized agent of a notice of an Assessment or lien securing the payment of any Assessment or installment thereof in accordance with Colorado law. The lien shall relate only to the individual Lot and/or the Dwelling Unit against which the Assessment was levied and not to the property as a whole. Upon payment to the Association of the full amount claimed in the notice of Assessment or lien, together with other appropriate charges, including interest, costs of preparation of legal documents and attorney's fees, or other satisfaction thereof, the Association shall cause to be recorded a notice of satisfaction and release of lien, stating the satisfaction and release of the amount claimed. The Association may demand and receive from the applicable Owner a reasonable charge for the preparation and recording of the notice of satisfaction and release before recording. Any purchaser or encumbrancer who has acted in good faith and extended value may rely upon the notice of satisfaction and release as conclusive evidence of the full satisfaction of the sums stated in the notice of Assessment or lien.

8.9.3 An action may be brought to foreclose the lien of the Association by its board of directors, or by any Owner if the Association fails or refuses to act, after the expiration of at least thirty (30) days from the date on which its notice of Assessment or lien was recorded; provided that at least ten (10) days have expired since a copy of the notice of Assessment or lien was mailed to the Owner affected thereby, and subject to the requirements of Colorado law. The Association, through its agents, shall have the power to bid on the Lot and/or Dwelling Unit at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Dwelling Unit and the defaulting Owner shall be required to pay the reasonable rental value for such Dwelling Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing the same, but this provision or any inclusion of any suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this section, shall include reasonable attorney's fees as fixed by the court.

8.10 Homestead. The lien of the Association for Assessments shall be superior to any homestead exemption as it now or may hereafter be provided by Colorado law. The acceptance of a deed to a Lot or Dwelling Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien.

8.11 No Offset. All Assessments shall be payable in the amounts specified in the text thereof, and no offset, abatement or reduction thereof shall be permitted for any reason whatsoever, including, without

J. Patelok Kelly El Paso Cnty 09/14/1998 12:31
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limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration, or for inconvenience or discomfort arising from any activity of the Association, including the making of repairs or improvements to Common Areas, or because an Owner claims that a particular function funded by the Assessment does not benefit that Owner directly, or for any other reason.

ARTICLE 9 - EASEMENTS

9.1 Recorded Easements. The Property and all Lots within the Property shall be subject to the easements of record or as shown on any recorded Plat of the Property.

9.2 Utilities. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Property to an Owner other than Declarant, and, thereafter, to the Association:

- (a) perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the seven foot strips along and adjoining each rear Lot Line of each Lot, and each of the five foot strips along and adjoining each side Lot Line of each Lot for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes' and
- (b) a blanket easement across, over and under the Common Properties for access, utilities, drainage and the installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, gas telephone, and electricity.

If any utility or quasi-utility company furnishing a service covered by the easements created herein requires a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Properties to the first Owner thereof, other than Declarant. The easement provided for in this section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Properties.

9.3 Association and Declarant's Easement. An easement is hereby granted to the Association and to the Declarant, its officers, agents, employees and assigns across, over, in, and upon the Property as may be necessary or appropriate to perform the duties and functions which they are obligated to perform pursuant to this Declaration or otherwise.

9.4 Ingress and Egress. Each Owner, occupant of a Dwelling Unit and/or guest or invitee of an Owner or occupant, shall have the right to vehicular and pedestrian ingress and egress over, upon, and across the private streets within the Property.

9.5 Public Servants and Emergencies. An easement is hereby granted to all police, fire protection, ambulance, security, and all similar persons to enter upon the private streets within the Property in the performance of their duties.

9.6 Other Easements. Other easements in addition to those described above may have been or may hereafter be granted by Declarant by duly recorded conveyance which the Declarant may determine, in its sole discretion, to be necessary and appropriate for the proper development of the Property.

9.7 Easement Owned Created. The easements, uses and rights herein are created for the benefit of the Owners and the Property and shall be deemed appurtenant to the Lot or Dwelling Unit of that Owner, and all conveyances thereof hereafter made shall be construed to grant or reserve such easements, even though no specific reference to such easements appears in the instrument of conveyance.

ARTICLE 10 - MASTER PLAN

10.1 Master Plan. The Property is subject to an overall Master Plan which has been approved by the City of Colorado Springs. The Master Plan is a general proposal for future development and is not meant to be exact and may be subject to some modifications. Ownership hereunder implies a knowledge and acceptance of the existing Master Plan and an acquiescence in its future modification so long as said modification does not substantially increase the overall density under the original Master Plan.

ARTICLE 11 - CLUB FACILITIES

11.1 Kissing Camels Golf Club, Garden of the Gods Club. The Kissing Camels Golf Club and the Garden of the Gods Club, and their respective clubhouses, dining, recreational, parking and other facilities, are and shall remain private property. Ownership of a Lot within the Property does not and will not imply permission to use any of these facilities, and the use in any manner without express permission will constitute a trespass and is in no way authorized or permitted hereunder.

11.2 Community Recreation Center at Kissing Camels Estate. Ownership of a Lot within the Property shall entitle the Owner of such Lot to use the Community Recreation Center at Kissing Camels Estate so long as such Owner otherwise complies with all terms and conditions of this Declaration. Notwithstanding the foregoing, however, it is recognized and acknowledged that said Community Recreation Center is separately owned by the Declarant and operated and managed under contract from the Declarant. It is further recognized and acknowledged, that usage of the Community Recreation Center may be conditioned upon payment by such Owner of any usage or membership fees imposed from time to time by the Declarant, and may also be conditioned upon compliance with all rules and regulations in effect from time to time with regard to usage of such facilities.

11.3 Golf Course Operations. Each Owner of a Lot or Dwelling Unit, by acceptance of a deed therefor (whether or not it shall be so expressed in said deed), is deemed to understand and acknowledge that the Kissing Camels Golf Club operates a golf course adjacent to the Property and the Lots and Dwelling Units, and understand and acknowledge the possible risks related to the operation of this golf course amenity. Each Owner of a Lot or Dwelling Unit, by acceptance of a deed therefor (whether or not it shall be so expressed in said deed), is deemed to understand and acknowledge, and assume all risks related to, the operation of this golf course amenity and the possible hazards to Owners of Lots (as well as their guests, invitees, family members, tenants, employees, agents or other persons who may from time to time be present on their property) due to the noise and other material results of playing golf and the maintenance of the golf course including, but not limited to, personal injury and/or property damage resulting from errant or misdirected golf shots, irrigation (whether with potable or nonpotable water), fertilizer, pesticide, effluent and other spraying/applying operations, and noise, dust and debris from grass cutting, de-thatching and other maintenance operations, and agree to be strict to such risks and hazards and further warn of such risks or hazards their guests, invitees, family members, tenants, employees, agents or other persons who may from time to time be present on their property.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Benefit. The restrictions, covenants, and agreements contained herein are intended and imposed for the direct, mutual and reciprocal benefit of each Lot and all Owners and subsequent Owners thereof, and to create mutual and equitable servitudes upon each Lot subject hereto in favor of any other Lot, and reciprocal rights and obligations and privity of contract and notice between the grantees of each Lot, their respective heirs, successors and assigns.

12.2 Covenants Run With the Land. The covenants, conditions and restrictions contained herein shall run with the land and shall inure to the benefit of and be binding upon each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot or Dwelling Unit within the Property.

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
#098132351 Doc \$.00 Rev #205.00 Pg 24/ 41

12.3 Covenants are Cumulative. Each of the covenants, conditions and restrictions contained herein is cumulative and independent, and is to be construed without reference to, any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. The provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

12.4 Other Liens. The exercise of any of the rights or remedies granted hereunder shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of a Lot or the Property, and the provisions, conditions, restrictions and covenants herein contained shall be enforceable against any portion of a Lot or the Property acquired by any successor in interest to the lien holder whether such interest is acquired through foreclosure or by deed in lieu of foreclosure or by any other means whatsoever. Any lien created by this Declaration shall survive the sale, transfer, or assignment of any Lot or other portion of the Property.

12.5 Severability. In the event that any one or more of the provisions, conditions, restrictions, and covenants herein contained shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

12.6 Waiver. Any variance or adjustments granted by the Architectural Control Committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein contained shall not be deemed to be a waiver of any of the provisions hereof in any other instance.

12.7 Transferability of Rights by Design. Any or all of the right, title, interest and estate given to or reserved by Declarant herein, and any and all of the duties of Declarant described herein, may be transferred, delegated or assigned by Declarant to any person, persons, or corporation by appropriate instrument in writing executed by Declarant and accepted and recorded in the office of the Clerk and Recorder of El Paso County, Colorado. Every reference to Declarant herein shall be deemed to include its successor or successors in interest.

12.8 Declarant's Right to Vacate. Declarant may vacate all or a portion of the Property to which this Declaration pertains, and may re-subdivide the Property so long as such vacation and re-subdivision applies only to the Lots which it owns (or which are owned by other persons joining in such action), and so long as it (and persons joining with it) owns at least one-half (1/2) of the total number of Lots to which this Declaration pertains. Such vacation and re-subdivision need not be approved by the Owners of Lots not joining in the action.

12.9 Ordinance. In the event the terms and conditions of this Declaration conflict with applicable zoning laws or subdivision ordinances, then the higher standard shall control.

12.10 Notices. Any and all notices to Owners of any Lots on any matter pertaining to this Declaration shall be mailed by regular mail to the last known address of the record title holder of the Lot on file with the Association at the time of such mailing.

12.11 Acceptance of Deed. Each Owner of a Lot included within and subject to this Declaration, by acceptance of a deed conveying any Lot, shall be deemed to accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and the jurisdiction, rights and power of this Declaration and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns (and for his heirs, legatees, family members, tenants, employees, agents or other persons who may from time to time be allowed on the Property at the request of the Owner or due to relationship or acquaintance with the Owner), covenant, agree and consent to and with the grantor and subsequent Owners of each of said other Lots, to keep, observe, comply with and perform each of said restrictions, covenants, conditions and agreements.

J. Patrick Kelly El Paso Cnty 09/14/1998 12:32
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and further provided that any amendment to this Declaration does not attempt to terminate the provisions of Article 8 of this Declaration providing for Assurances so long as the Missing Canceled Property Owners Association is performing the responsibilities and services of the Association as defined in said Article.

- (c) Amendments to this Declaration to make technical revisions which do not substantively change the rights and obligations of the parties may be made by Declarant without consent of the Owners.

12.15 Actions in Writing. Notices, approval, consent, extensions, applications and other actions provided for or contemplated by this Declaration shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, application or other action. Permission, consent or approval of Declarant or the Architectural Control Committee or the Association under this Declaration shall not be effective unless in writing.

12.16 Compliance with Laws. Unless properly excepted from the terms thereof by the express language of this Declaration, the development, construction, use and occupancy of the Property shall be subject to all applicable local, state and federal laws, rules and regulations.

12.17 Costs and Attorneys' Fees. In any action or proceeding under the Association Documents, the party which seeks to enforce the Association Documents and prevails, shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fee and expert witness fees. In addition to the foregoing, the Association shall be entitled to recover reasonable attorneys' fee and other legal and related costs and expenses incurred in connection with its efforts to collect assessments and otherwise enforce the powers of the Association, regardless of whether or not suit was initiated.

12.18 Mergers or Consolidation. The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and restrictions established upon any other property, as one plan.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date and year set forth below.

DECLARANT:

HILL DEVELOPMENT CORPORATION, a Delaware corporation

By: Lyla Hill

Lyla Hill, President

Date: 7/14/98

ATTEST:

By: Donald Adams

Its: Vice President

Date: Sept 14, 1998

OPTIONAL FORM NO. 10 (REV. 11-83)

-2-

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32x10

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STATE OF Colorado)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 14th day of September, 1998, by Lyda Hill, as President, and by DAVID C. HARRIS, as Vice Presc. of HILL DEVELOPMENT CORPORATION, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 1/28/00

K. D. Kelly
Notary Public



J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
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EXHIBIT A-1

THE PROPERTY

THE FAIRWAYS AT KISSING CAMELS FILED NO. 6
(Legal Description)

A portion of the South 1/2 of Section 26, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

BEGINNING at a point on the north Right-of-Way line of Hill Circle being $N20^{\circ}49'03''E$ a distance of 75.80 feet from the northwest corner of Lot 5, Block 2, The Fairways at Kissing Camels Estates File No. 1, as recorded in Plat Book Y-3 of Page 58 of the records of said El Paso County, thence westerly on said north Right-of-Way line of Hill Circle on a curve to the left having a central angle of $14^{\circ}43'16''$, a radius of 300.00 feet for a distance of 77.08 feet, the chord of said curve bears $S70^{\circ}27'48''W$; thence $S63^{\circ}08'10''W$ on said Right-of-Way line, a distance of 181.84 feet to a point of curve; thence continuing on said Right-of-Way line on said curve to the right having a central angle of $48^{\circ}41'50''$, a radius of 450.00 feet for a distance of 390.97 feet; thence $N68^{\circ}12'00''W$ on said north Right-of-Way line, a distance of 567.68 feet to a point of curve; thence continuing on said Right-of-Way on said curve to the left having a central angle of $65^{\circ}45'17''$, radius of 1100.00 feet for a distance of 110.48 feet to a point of compound curve; thence on said curve to the left having a central angle of $24^{\circ}04'45''$, a radius of 520.00 feet for a distance of 218.54 feet; thence northerly on curve to the right having a central angle of $13^{\circ}30'17''$, a radius of 637.88 feet for a distance of 150.35 feet, the chord of said curve bears $N01^{\circ}28'28''E$; thence $S76^{\circ}01'28''E$ a distance of 50.27 feet; thence $S84^{\circ}19'36''E$ a distance of 167.03 feet; thence $S89^{\circ}04'18''E$ a distance of 81.58 feet; thence $N68^{\circ}29'50''E$ a distance of 231.78 feet; thence $S68^{\circ}12'06''E$ a distance of 23.42 feet to a point on a curve; thence northeasterly on said curve to the right having a central angle of $106^{\circ}16'38''$, a radius of 80.00 feet for a distance of 92.74 feet, the chord of said curve bears $N74^{\circ}56'19''E$; thence $N21^{\circ}48'00''E$ a distance of 31.57 feet; thence $S84^{\circ}14'41''E$ a distance of 186.02 feet; thence $S70^{\circ}25'42''E$ a distance of 300.00 feet; thence $S85^{\circ}41'58''E$ a distance of 186.51 feet; thence $S55^{\circ}41'07''E$ a distance of 204.04 feet; thence $S12^{\circ}10'34''E$ a distance of 144.69 feet to the Point of Beginning, containing 10.442 acres of land more or less.

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EXHIBIT A-2

THE PROPERTY

THE FAIRWAYS AT KISSING CAMELS FILING NO. 7
(Legal Description)

A portion of the Southwest Quarter of Section 26, Township 13 South,
Range 87 West of the 6th P.M., EL Paso County, Colorado, more
particularly described as follows:

BEGINNING at the northwest corner of Lot 1, Block 1, The Fairways of
Kissing Camels Estates Filing No. 4 as recorded in Plat Book H-6 at Page
47 of the records of said El Paso County, thence S19°28'55"W on the
west line of said Lot 1, a distance of 171.72 feet to the southwest corner
thereof; thence N66°38'18"W a distance of 359.03 feet; thence N16°43'61"E
a distance of 140.23 feet to a point on a curve; thence westerly on said
curve to the left having a central angle of 01°41'10", a radius of 850.00 feet for
a distance of 28.02 feet, the chord of said curve bears N75°15'08"W;
thence S16°43'51"W a distance of 150.00 feet; thence S01°40'55"W a
distance of 981.36 feet; thence N76°43'56"W a distance of 164.97 feet to
a point on a curve; thence westerly on said curve to the right having a
central angle of 63°51'36", a radius of 50.00 feet for a distance of 55.73
feet, the chord of said curve bears S63°23'43"W; thence N84°40'29"W a
distance of 10.77 feet to a point of curve; thence on said curve to the
right having a central angle of 63°35'49", a radius of 175.00 feet for a
distance of 194.25 feet; thence N21°04'41"W a distance of 111.69 feet to
a point of curve; thence on said curve to the left having a central angle
of 09°49'47", a radius of 175.00 feet for a distance of 30.02 feet; thence
N30°04'28"W a distance of 42.16 feet, thence S59°05'32"W a distance
of 160.00 feet; thence N59°54'28"W a distance of 690.00 feet to a point
on a curve; thence westerly on said curve to the right having a central
angle of 15°04'34", a radius of 430.00 feet for a distance of 113.16 feet,
the chord of said curve bears S73°01'44"W; thence S80°34'01"W a
distance of 66.16 feet, thence N09°25'09"W a distance of 60.00 feet;
thence N80°34'01"E a distance of 66.16 feet to a point of curve; thence
on said curve to the left having a central angle of 20°18'37", a radius of
370.00 feet for a distance of 131.16 feet; thence N60°15'24"E a distance
of 394.84 feet to a point of curve, thence on said curve to the right having
a central angle of 48°16'43", a radius of 910.00 feet for a distance of
766.78 feet, thence S71°27'53"W a distance of 457.30 feet; thence
S14°41'00"W a distance of 60.12 feet to the northeast corner of said Lot
1, Block 1, Filing No. 4, thence westerly on the north line of said Lot 1
on a curve to the right having a central angle of 00°32'08", a radius of
432.15 feet for a distance of 4.04 feet, the chord of said curve bears
N71°43'57"W; thence N71°27'53"W on the north line of said Lot 1, a
distance of 135.96 feet to the Point of Beginning, containing 20.614 acres
of land more or less.

25x10

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J. Patrick Kelly El Paso Cnty 09/14/1998 12:21
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EXHIBIT A-3

THE PROPERTY

THE FARWAYS AT KISSING CAMELS FILING NO. 8
(Legal Description)

A portion of the Southeast Quarter of Section 27, Township 13 South,
Range 67 West of the 6th P.M., El Paso County, Colorado, more
particularly described as follows:

BEGINNING at the easterly most corner of Lot 5, The Farways at Kissing
Camels Estates Filing No. 7, as recorded at Reception No. 88017288 of
the records of said El Paso County, the following four (4) courses are
on the west Right-of-Way line of Camelrock View as shown on said plat,
thence (1) S30°54'28"E a distance of 42.16 feet to a point of curve;
(2) on said curve to the right having a central angle of 09°49'47", a
radius of 175.00 feet for a distance of 30.02 feet; (3) S21°04'41"E a
distance of 111.69 feet to a point of curve; (4) on said curve to the
left having a central angle of 35°32'00", a radius of 175.00 feet for a
distance of 108.88 feet; thence S55°35'13"W a distance of 188.14 feet;
thence N21°04'41"W a distance of 260.68 feet; thence N30°54'28"W a
distance of 43.45 feet to the southerly most corner of said Lot 5; thence
N59°05'32"E on the southerly line of said Lot 5, a distance of 150.00
feet to the Point of Beginning, containing 1.125 acres of land more or
less.

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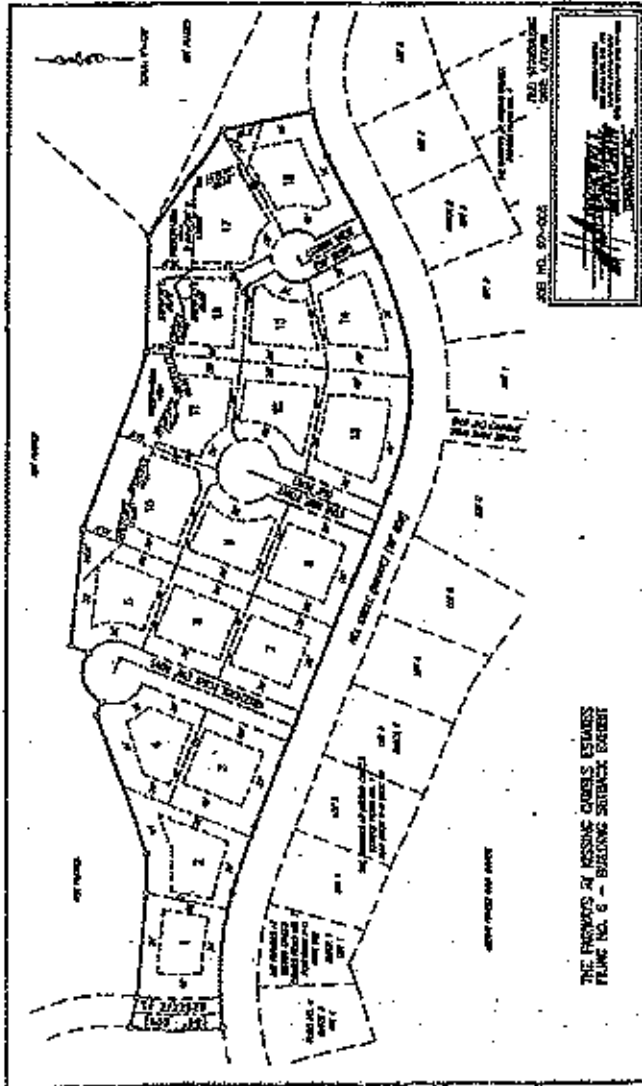
EXHIBIT 5.16

LOT LINE SETBACKS
FILE NO. 6

Lot	Setback From Front Lot Line	Setback From Rear Lot Line	Setback From Side Lot Line Adjoining a Street	Setback From All Other Side Lot Lines
1-18	See Ex. 5.16(A)	See Ex. 5.16(A)	See Ex. 5.16(A)	See Ex. 5.16(A)

CHERRY CREEK RECORDS & REPRODUCTION

EXHIBIT 5.16(A)



J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
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EXHIBIT 5.16 (CONT.)
 LOT LINE SETBACKS
 FRAME NO. 7

Lot	Setback From Front Lot Line*	Setback From Rear Lot Line	Setback From Side Lot Line (Adjoining a Street)	Setback From All Other Side Lot Lines
1	40	40	30	15
2	40	40	N/A	15
3	40	40	30	15
4	40	40	N/A	15
5	40	40	N/A	15
6	40	40	N/A	15
7	40	40	N/A	15
8	40	40	N/A	15
9	40	40	N/A	15
10	40	40	N/A	15
11	40	40	N/A	15
12	See Ex. 5.16(B)	See Ex. 5.16(B)	See Ex. 5.16(B)	See Ex. 5.16(B)
13	40	40	N/A	12.5
14	40	40	N/A	12.5
15	40	40	N/A	12.5
16	40	40	30	12.5
17	40	40	30	12.5
18	40	40	N/A	12.5
19	40	40	N/A	12.5
20	40	40	N/A	12.5
21	40	40	N/A	12.5
22	40	40	N/A	12.5
23	40	40	N/A	12.5
24	40	40	N/A	12.5
25	40	40	N/A	12.5
26	40	40	30	15
27	30	30	N/A	20
28	30	30	50	20
29	30	30	N/A	20
30	40	30	30	20

*Setback from front Lot Line may be reduced to 30' to allow for attached garage with side entrance, per paragraph 5.16 of Declaration.

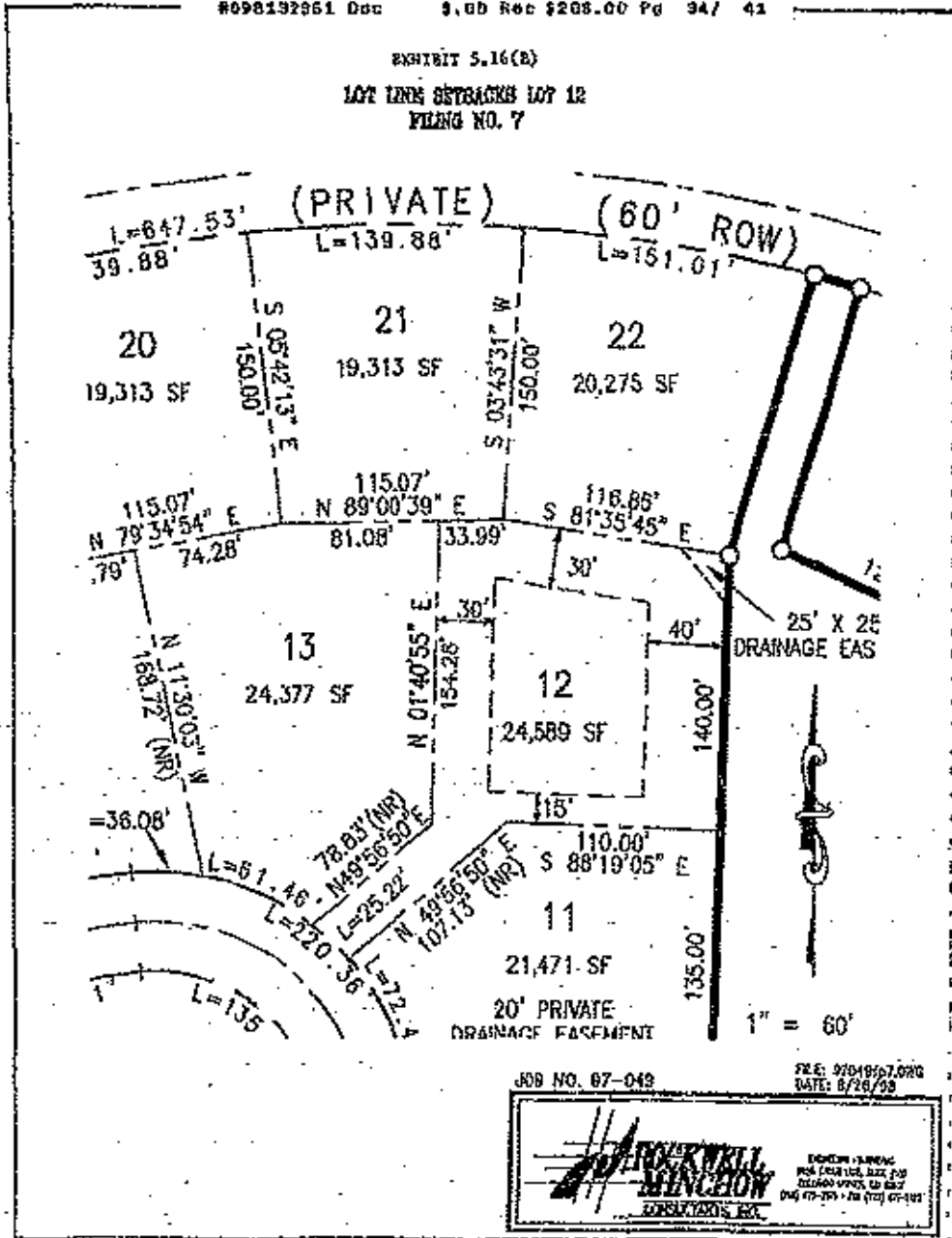
COPYRIGHT © 1998 BY JACOBO & ASSOCIATES, P.C. 09/14/98

25x

32x

J. Patrick Kelly El Paso City 09/14/1998 12:31
 #098132951 Doc 3.00 Rec \$208.00 Pg 34/ 41

EXHIBIT 5.16(B)
 LOT LINES SETBACKS LOT 12
 FILING NO. 7



JOB NO. 87-049

FILE: 9701897.020
 DATE: 8/26/98

DAVID WILLIAMS
ENGINEER
 ENGINEERING
 1000 WEST 10TH STREET
 EL PASO, TEXAS 79910
 (915) 762-1111

25x10

32x10

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
W098132351 Doc \$.00 Rec \$205.00 Pg 38/ 41

EXHIBIT 5.16 (CONT.)

LOT LINE SETBACKS
FEETING NO. 8

Lot	Setback From Front Lot Line*	Setback From Rear Lot Line	Setback From Side Lot Line (Adjoining & Street)	Setback From All Other Side Lot Lines
1	40	40	N/A	15
2	40	40	N/A	15

* Setback from front Lot Line may be reduced to 30' to allow for attached garage with side entrance, per paragraph 5.16 of Declaration.

09/14/1998 12:31 W098132351 Doc \$.00 Rec \$205.00 Pg 38/ 41

25 x 11

32 x 11

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
M89B132351 Doc \$1.00 Rec \$208.00 Pg 37/ 41

EXHIBIT 3.20 (CONT.)
FOUNDATION ELEVATION
SLING NO. 1

Lot	Elevation
1	6595
2	6592.5
3	6590.5
4	6588.5
5	6586.5
6	6578
7	6577
8	6575.5
9	6574.5
10	6573
11	6573
12	6572
13	6574.5
14	6579
15	6583.5
16	6592
17	6594
18	6588.5
19	6585
20	6581.5
21	6579
22	6577
23	6573.5
24	6569.6
25	6565.5
26	6589
27	6583
28	6584
29	6576
30	6582

EXHIBIT 3.20 (CONT.)

25x

32x

J. Patrick Kelly El Paso Cnty 09/14/1998 12:31
#098132951 Doc \$-00 Rev \$205.00 Pg 39/ 41

EXHIBIT 5.20 (CONT.)

FOUNDATION ELEVATION

FLING NO. E

Lot	Elevation
1	6584.5
2	6582

J. Patrick Kelly El Paso City 05/14/1998 12:33
#020182351 Doc \$.00 Rec \$205.00 Pg 35/ 41

EXHIBIT 5.21

MINIMUM SQUARE FOOTAGE - STREET LEVEL

TABLE NO. 5

Lot	One Story	One Story Without
1	3,000	N/A
2	3,000	N/A
3	3,000	N/A
4	3,000	N/A
5	3,000	3,000
6	3,000	N/A
7	3,000	N/A
8	3,000	3,000
9	2,300	N/A
10	3,000	3,000
11	3,000	3,000
12	2,500	N/A
13	3,000	N/A
14	3,000	N/A
15	2,500	N/A
16	3,000	3,000
17	3,000	3,000
18	3,000	N/A

05/14/98 Pro Clerk/PCY/asm/05/14/98

J. Patrick Kelly El Paso Cnty 09/14/1998 12:01
NO98192351 Doc \$.00 Rec \$205.00 Pg 40/ 41

EXHIBIT 5.21 (CONT.)

MINIMUM SQUARE FOOTAGE - STREET LEVEL

FILING NO. 7

	One Story	One Story Walkout
1a1		
1	3,400	N/A
2	3,400	3,400
3	3,400	3,400
4	3,400	3,400
5	3,400	3,400
6	3,000	N/A
7	3,000	3,000
8	3,000	3,000
9	3,000	3,000
10	3,000	3,000
11	3,000	3,000
12	3,000	3,000
13	3,000	N/A
14	3,000	N/A
15	3,000	N/A
16	3,000	N/A
17	3,000	N/A
18	3,000	N/A
19	3,000	2,800
20	3,000	2,800
21	3,000	2,800
22	3,000	2,800
23	3,000	2,800
24	3,000	2,800
25	3,000	2,800
26	3,200	N/A
27	3,200	N/A
28	3,200	N/A
29	3,200	N/A
30	3,200	N/A

11/17/1998 12:01:00 PM

25 x 11

32 x 11

J. Patrick Kelly El Paso Cnty 08/14/1998 12:51
#098122851 Doc \$.00 Rev \$208.00 Pg 41/ 41

EXHIBIT 5.21 (CONT.)

MINIMUM SQUARE FOOTAGE - STREET LEVEL:

FILE NO. 8

Lot	One Story	One Story Walkout
1	1,400	3,400
2	1,400	3,400

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25x10

32x10

J. Patrick Kelly El Paso County
10/13/1988 03:15 098148180
Doc \$0.00
Res \$30.00 1 / 8



AMENDMENT NO. 1

TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

THE FAIRWAYS AT RISSING CAMELS ESTATES FILING NOS. 6, 7 & 8

Display

25 x 11

32 x 11

AMENDMENT NO. 1
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE FAIRWAYS AT KISSIMO CAMELS ESTATES FILING NOS. 6, 7 & 8

THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, dated for identification purposes only this 13th day of October, 1998, is made by HILL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter "Declarant."

RECITALS

A. On or about September 14, 1998, the Declarant recorded in the records of the Clerk and Recorder of El Paso County that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Fairways at Kissimo Camels Estates Filing Nos. 6, 7 & 8 (the "Declaration") under Reception No. 098132351, said Declaration relating to that certain real property described on Exhibit A, attached hereto (the "Property").

B. The Declarant reserved the right, pursuant to Section 12.4 (c) of the Declaration, to make technical amendments to the Declaration without the consent of Owners.

C. The Declarant now desires to amend the Declaration to correct a typographical error appearing in subsection 5.22 of the Declaration.

NOW, THEREFORE, the Declarant declares that the Declaration is hereby amended as follows:

1. The first sentence of subsection 5.22 incorrectly makes reference to "Filing 6" in two places, when the second reference should have been to "Filings 7 & 8". The first sentence of subsection 5.22 of the Declaration is therefore amended and restated in its entirety to read as follows:

"The maximum height of a Dwelling Unit or other Structure or Improvement within Filing 6 of the Property shall be restricted to twenty-four (24) feet, and within Filings 7 & 8 to twenty-six (26) feet, above the Foundation Elevation; provided, however, this restriction shall not apply to trees as they grow in height during maturation."

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the date and year set forth below.

DECLARANT:

HILL DEVELOPMENT CORPORATION, a Delaware corporation

By: [Signature]
Ayda Hill, President

Date: 10/13/98

ATTEST:

By: [Signature]

In: VICE PRESIDENT

Date: 10/13/98

J. Patrick Kelly El Paso County 098148180
10/13/1998 03:15
Fee \$0.00
Tax \$20.00 2/ 6

Approved Clerk of District Court

1

25x11

32x11

J. Patrick Kelly El Paso County 098148180
10/13/1998 03:15
Doc \$0.00
Rtd \$30.00 3 / 0

STATE OF COLORADO)

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 13th day of October, 1998,
by Lyda Hill, as President, and by DAVID C. KAYS, as Vice President of HILL
DEVELOPMENT CORPORATION, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 1/24/00

K.P. Kelly
Notary Public



EXHIBIT A-1

THE PROPERTY

THE FAIRWAYS AT KISSING CAMELS FILING NO. 6
(Legal Description)

A portion of the South 1/2 of Section 26, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

BEGINNING at a point on the north Right-of-Way line of Hill Circle being $N20^{\circ}48'03''E$ a distance of 75.00 feet from the northwest corner of Lot 5, Block 2, The Fairways at Kissing Camels Estates Filing No. 1, as recorded in Plat Book Y-3 of Page 58 of the records of said El Paso County, thence westerly on said north Right-of-Way line of Hill Circle on a curve to the left having a central angle of $1^{\circ}43'18''$, a radius of 300.00 feet for a distance of 77.08 feet, the chord of said curve bears $S70^{\circ}27'48''W$; thence $S63^{\circ}06'10''W$ on said Right-of-Way line, a distance of 181.84 feet to a point of curve; thence continuing on said Right-of-Way line on said curve to the right having a central angle of $4^{\circ}41'60''$, a radius of 450.00 feet for a distance of 386.97 feet; thence $N68^{\circ}12'00''W$ on said north Right-of-Way line, a distance of 367.60 feet to a point of curve; thence continuing on said Right-of-Way on said curve to the left having a central angle of $05^{\circ}45'17''$, radius of 1100.00 feet for a distance of 110.48 feet to a point of compound curve; thence on said curve to the left having a central angle of $1^{\circ}04'45''$, a radius of 520.00 feet for a distance of 218.54 feet; thence northerly on curve to the right having a central angle of $13^{\circ}30'17''$, a radius of 637.88 feet for a distance of 150.35 feet, the chord of said curve bears $N81^{\circ}28'28''E$; thence $S76^{\circ}01'28''E$ a distance of 50.27 feet; thence $S64^{\circ}19'38''E$ a distance of 167.05 feet; thence $S89^{\circ}04'18''E$ a distance of 61.58 feet; thence $N69^{\circ}28'50''E$ a distance of 231.78 feet; thence $S68^{\circ}12'00''E$ a distance of 23.42 feet to a point on a curve; thence northeasterly on said curve to the right having a central angle of $3^{\circ}06'38''$, a radius of 50.00 feet for a distance of 92.74 feet, the chord of said curve bears $N74^{\circ}56'19''E$; thence $N21^{\circ}48'00''E$ a distance of 31.57 feet; thence $S84^{\circ}14'41''E$ a distance of 186.02 feet; thence $S70^{\circ}24'42''E$ a distance of 360.00 feet; thence $S68^{\circ}41'58''E$ a distance of 188.51 feet; thence $S59^{\circ}41'07''E$ a distance of 204.04 feet; thence $S12^{\circ}10'34''E$ a distance of 144.89 feet to the Point of Beginning, containing 10.442 acres of land more or less.

J. Patrick Kelly El Paso County 098148180
10/13/1898 02:16
Doc 80.00
Rec 830.00 4 / 6

25 x 11

32 x 11

EXHIBIT A-2

THE PROPERTY

THE FAIRWAYS AT KISSING CAMELS FILING NO. 7
(Legal Description)

A portion of the Southwest Quarter of Section 26, Township 13 South,
Range 67 West of the 6th P.M., EL PASO COUNTY, Colorado, more
particularly described as follows:

BEGINNING at the northwest corner of Lot 1, Block 1, The Fairways at
Kissing Camels Estates Filing No. 4 as recorded in Plat Book H-6 at Page
47 of the records of said El Paso County, thence S18°20'55"W on the
west line of said Lot 1, a distance of 171.72 feet to the southwest corner
thereof; thence N66°36'18"W a distance of 359.03 feet; thence N16°43'51"E
a distance of 140.23 feet to a point on a curve; thence westerly on said
curve to the left having a central angle of 01°41'10", a radius of 850.00 feet for
a distance of 25.02 feet, the chord of said curve bears N75°15'08"W;
thence S16°43'51"W a distance of 150.00 feet; thence S01°40'55"W a
distance of 961.36 feet; thence N76°43'56"W a distance of 164.97 feet to
a point on a curve; thence westerly on said curve to the right having a
central angle of 63°51'36", a radius of 50.00 feet for a distance of 65.73
feet, the chord of said curve bears S63°23'43"W; thence N84°40'29"W a
distance of 10.77 feet to a point of curve; thence on said curve to the
right having a central angle of 83°35'49", a radius of 175.00 feet for a
distance of 194.25 feet; thence N21°04'41"W a distance of 111.68 feet to
a point of curve; thence on said curve to the left having a central angle
of 09°49'47", a radius of 175.00 feet for a distance of 30.02 feet; thence
N30°54'28"W a distance of 42.16 feet; thence S59°05'32"W a distance
of 160.20 feet; thence N30°54'28"W a distance of 690.09 feet to a point
on a curve; thence westerly on said curve to the right having a central
angle of 15°04'34", a radius of 436.00 feet for a distance of 113.15 feet,
the chord of said curve bears S71°01'44"W; thence S80°34'01"W a
distance of 66.16 feet; thence N09°25'59"W a distance of 80.00 feet;
thence N80°34'01"E a distance of 66.16 feet to a point of curve; thence
on said curve to the left having a central angle of 20°18'37", a radius of
370.00 feet for a distance of 131.16 feet; thence N80°15'24"E a distance
of 394.84 feet to a point of curve; thence on said curve to the right having
a central angle of 46°16'43", a radius of 910.00 feet for a distance of
766.78 feet; thence S71°27'53"E a distance of 457.30 feet; thence
S14°41'00"W a distance of 80.12 feet to the northeast corner of said Lot
1, Block 1, Filing No. 4, thence westerly on the north line of said Lot 1
on a curve to the right having a central angle of 00°32'08", a radius of
432.15 feet for a distance of 4.04 feet, the chord of said curve bears
N71°43'57"W; thence N71°27'53"W on the north line of said Lot 1, a
distance of 135.96 feet to the Point of Beginning, containing 20.614 acres
of land more or less.

J. Patrick Kelly El Paso County
10/13/1998 03:15
Map 30.00
Rec 530.00 5 / 9

098148180

EXHIBIT A-3

THE PROPERTY

THE FAIRWAYS AT MISSING CAMELS FILING NO. 8
(Legal Description)

A portion of the Southeast Quarter of Section 27, Township 13 South,
Range 67 West of the 8th P.M., El Paso County, Colorado, more
particularly described as follows:

BEGINNING at the easterly most corner of Lot 5, The Fairways at Missing
Camels Estates Filing No. 7, as recorded at Reception No. 98017289 of
the records of said El Paso County, the following four (4) courses are
on the west Right-of-Way line of Camelrock View as shown on said plat,
thence (1) S30°54'28"E a distance of 42.16 feet to a point of curve;
(2) on said curve to the right having a central angle of 08°49'47", a
radius of 175.00 feet for a distance of 30.02 feet; (3) S21°04'41"E a
distance of 111.69 feet to a point of curve; (4) on said curve to the
left having a central angle of 35°39'00", a radius of 175.00 feet for a
distance of 108.89 feet; thence S85°35'13"W a distance of 198.14 feet;
thence N21°04'41"W a distance of 280.88 feet; thence N30°54'28"W a
distance of 43.45 feet to the southerly most corner of said Lot 5; thence
N89°05'32"E on the southerly line of said Lot 5, a distance of 160.00
feet to the Point of Beginning, containing 1.125 acres of land more or
less.

J. Patricia Kelly El Paso County 098148180
10/13/1998 03:15
Doc \$0.00
Fee \$30.00 8 / 6

25 x 11

32 x 11

J. Patrick Kelly El Paso County
12/31/1998 11:03 098193224
Doc \$0.00 Page
Rec \$20.00 1 of 4



AMENDMENT NO. 2
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE FAIRWAYS AT KISSING CAMELS ESTATES PILING NOS. 6, 7 & 8

AMENDMENT NO. 2
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE FAIRWAYS AT KISSING CAMELS ESTATES FILING NOS. 6, 7 & 8

THIS AMENDMENT NO. 2 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, dated for identification purposes only this 16th day of December 1998, is made by HILL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter "Declarant."

RECITALS:

A. On or about September 14, 1998, the Declarant recorded in the records of the Clerk and Recorder of El Paso County that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Fairways at Kissing Camels Estates Filing Nos. 6, 7 & 8 (the "Declaration") under Reception No. 098132351, said Declaration relating to that certain real property described on Exhibit A, attached hereto (the "Property"). The Declaration was amended October 13, 1998, pursuant to that certain Amendment No. 1 to Declaration of Covenants, Conditions, Restrictions and Easements for the Fairways at Kissing Camels Estates Filing Nos. 6, 7 & 8 under Reception No. 098148180 ("Amendment No. 1"). References hereinafter to the "Declaration" shall be deemed to include and refer to the Declaration, as amended by Amendment No. 1.

3. The Declaration provides at Section 12.14 (b) that it may be amended by an instrument signed and acknowledged by the Declarant and approved by Owners of at least three-fourths (3/4) of the Lots within the Property, and as of the date of this instrument the Declarant continues to own at least three-fourths (3/4) of such Lots.

C. The Declarant now desires to amend the Declaration as set forth below.

NOW, THEREFORE, the Declarant declares that the Declaration is hereby amended as follows:

1. The third sentence of subsection 5.15 of the Declaration is hereby amended and restated in its entirety to read as follows:

"In Filing No. 7 of the Property, there shall be no driveway access from any Lot to Hill Circle, except from Lots 18 through 25, and except that Lot 17 may have driveway access to Hill Circle so long as the full width of the curb cut for said driveway is located within 50' of the common boundary line between Lots 17 and 18."

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the date and year set forth below.

DECLARANT:

HILL DEVELOPMENT CORPORATION, a Delaware corporation

By: Donald C. Hare
Donald C. Hare, Vice President

Date: December 16, 1998

J. Patrick Kelly El Paso County 098193224
12/31/1998 11:03
Doc \$0.00 Page
Rec \$20.00 3 of 4

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 16th day of December, 1998, by Donald C. Hare, as Vice-President, of HILL DEVELOPMENT CORPORATION, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 1/28/00

Kent D. Rockwell
Notary Public



EXHIBIT A

Legal Description of Property

THE FAIRWAYS AT KISSING CAMELS FILING NO. 7
(Legal Description)

A portion of the Southwest Quarter of Section 26, Township 13 South, Range 57 West of the 6th P.M., EL Paso County, Colorado, more particularly described as follows:

BEGINNING at the northwest corner of Lot 1, Block 1, The Fairways at Kissing Camels Estates Filing No. 4 as recorded in Plat Book H-6 at Page 47 of the records of said El Paso County, thence S19°28'55"W on the west line of said Lot 1, a distance of 171.72 feet to the southwest corner thereof; thence N66°36'18"W a distance of 359.03 feet; thence N16°43'51"E a distance of 140.23 feet to a point on a curve; thence westerly on said curve to the left having a central angle of 01°41'10", a radius of 850.00 feet for a distance of 25.02 feet, the chord of said curve bears N75°15'08"W; thence S16°43'51"W a distance of 150.00 feet; thence S01°40'55"W a distance of 61.00 feet; thence N78°43'56"W a distance of 164.97 feet to a point on a curve; thence westerly on said curve to the right having a central angle of 63°51'36", a radius of 50.00 feet for a distance of 55.73 feet, the chord of said curve bears S63°23'43"W; thence N84°40'29"W a distance of 10.77 feet to a point of curve; thence on said curve to the right having a central angle of 63°35'49", a radius of 175.00 feet for a distance of 194.25 feet; thence N21°04'41"W a distance of 111.69 feet to a point of curve; thence on said curve to the left having a central angle of 09°49'47", a radius of 175.00 feet for a distance of 30.02 feet; thence N30°54'28"W a distance of 42.16 feet; thence S59°05'32"W a distance of 160.00 feet; thence N30°54'28"W a distance of 690.09 feet to a point on a curve; thence westerly on said curve to the right having a central angle of 15°04'34", a radius of 430.00 feet for a distance of 113.15 feet, the chord of said curve bears S73°01'44"W; thence S80°34'01"W a distance of 66.16 feet; thence N09°25'59"W a distance of 60.00 feet; thence N80°34'01"E a distance of 66.16 feet to a point of curve; thence on said curve to the left having a central angle of 20°18'37", a radius of 370.00 feet for a distance of 131.16 feet; thence N60°15'24"E a distance of 394.84 feet to a point of curve; thence on said curve to the right having a central angle of 48°16'43", a radius of 910.00 feet for a distance of 766.78 feet; thence S71°27'53"E a distance of 457.30 feet; thence S14°41'00"W a distance of 60.12 feet to the northeast corner of said Lot 1, Block 1, Filing No. 4, thence westerly on the north line of said Lot 1 on a curve to the right having a central angle of 00°32'08", a radius of 432.15 feet for a distance of 4.04 feet, the chord of said curve bears N71°43'57"W; thence N71°27'53"W on the north line of said Lot 1, a distance of 135.96 feet to the Point of Beginning, containing 20.614 acres of land more or less.

J. Patrick Kelly El Paso County
12/31/1998 11:03
Doc \$0.00 Page
Rev. \$20.00 4 of 4

098193224

C:\wp8\Doos\CClient\HDC\Fairways\Amend2.001



ASSIGNMENT OF DECLARANT'S RIGHTS

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **HILL DEVELOPMENT CORPORATION**, a Delaware corporation ("Assignor"), does hereby assign, transfer, convey and quitclaim to **GARDEN OF THE GODS CLUB LLC**, a Colorado limited liability company ("Assignee"), Assignor's right, title and interest, if any, as Declarant ("**Declarant's Rights**") under and pursuant to those certain covenants, conditions, restrictions and easements, as amended, described on Exhibit A attached hereto ("**Declarations**").

This Assignment shall and hereby does convey all of Declarant's Rights under the Declarations owned or held by Assignor, including without limitation any right of Assignor to demand or cause title to any real property under the Declarations to revert to Assignor and any right of Assignor, as Declarant, to enforce any covenant or condition under the Declarations.

Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations of Assignor as Declarant under the Declarations.

Assignor will execute upon request of Assignee any and all instruments reasonably requested by Assignee to carry out the purpose and intent of this Assignment.

In the event any provisions of this Assignment or the application thereto to Assignor or any other persons or circumstances shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment or the application of such provision or provisions to Assignor or such other persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and each and every provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

This Assignment and all of the terms, covenants and conditions hereof shall be binding upon Assignor and Assignee and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this 28th day of February, 2007.

ASSIGNOR:

HILL DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Lyda Hill, President



55D12710

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)


The foregoing instrument was acknowledged before me this 28th day of February, 2007, by Lyda Hill, as President of HILL DEVELOPMENT CORPORATION, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 08-06-2007



My Commission Expires 08/06/2007



Notary Public

Assignee hereby accepts the foregoing Assignment of Declarant's Rights and agrees to the terms and provisions thereof.

ASSIGNEE:

GARDEN OF THE GODS CLUB LLC,
a Colorado limited liability company

By: SUNRISE GGC MANAGEMENT LLC,
a Colorado limited liability company,
as Managing Member

By: 

Dirk Gosda, President

STATE OF COLORADO

)
) ss.
)

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 28th day of February, 2007, by Dirk Gosda, as President of SUNRISE GGC MANAGEMENT LLC, a Colorado limited liability company, as Managing Member of GARDEN OF THE GODS CLUB LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 08-06-2007



Paula K. Tomlinson

Notary Public

EXHIBIT A

Subdivision	Declarant	Declarations	Date Recorded	Reception and/or Book & Page Number
Subdivision No. 1 Kissing Camels Subdivision	Hill Development Corporation	Declaration of Conditions and Restrictions	09/12/1960	166662
Subdivision No. 1 (except Lot 13 in Block 7 therein as shown on plat recorded in Book C-2 at Page 2 in the office of the Clerk and Recorder of El Paso County, Colorado Kissing Camels Subdivision	Hill Development Corporation	Declaration of Conditions and Restrictions	09/12/1960	166663 B1824 P44
Subdivision No. 1 Subdivision No. 2 Subdivision No. 4 Kissing Camels Subdivision	Hill Development Corporation	Amended Declaration of Conditions and Restrictions	07/08/1971	812981 B2420 P889
Subdivision No. 5 Subdivision No. 6 Kissing Camels Subdivision	Hill Development Corporation	Declaration of Conditions and Restrictions	12/20/1971	851040 B2456 P538
Summer Circle Subdivision Subdivision No. 1 Subdivision No. 2 Subdivision No. 4 Subdivision No. 5 Subdivision No. 6 Subdivision No. 10 (Block 1 & 2) Subdivision No. 11 Subdivision No. 14 Subdivision No. 16 Subdivision No. 17 Kissing Camels Subdivision	Hill Development Corporation	Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements	10/07/1999	099157060
The Fairways at Kissing Camels Estates Filing No. 1	Hill Development Corporation	Declaration of Covenants, Conditions and Restrictions	06/17/85 06/18/85	01262833 B5022 P1189 01262833 B5023 P0757
The Fairways at Kissing Camels Estates Filing No. 2	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	08/05/1994	094108941
The Fairways at Kissing Camels Estates Filing Nos. 6, 7 and 8	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	09/14/1998	098132351

(A0090542 / 6)

Subdivision	Declarant	Declarations	Date Recorded	Reception and/or Book & Page Number
The Fairways at Kissing Camels Estates Filing Nos. 6, 7 and 8	Hill Development Corporation	Amendment No. 1 to Declaration of Covenants, Conditions, Restrictions and Easements	10/13/1998	098148180
The Fairways at Kissing Camels Estates Filing Nos. 6, 7 and 8	Hill Development Corporation	Amendment No. 2 to Declaration of Covenants, Conditions, Restrictions and Easements	12/31/1998	098193224
The Fairways at Kissing Camels Estates Filing No. 9	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	03/29/1999	099047107
The Fairways at Kissing Camels Estates Filing No. 1	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	07/20/2000	200084431
The Fairways at Kissing Camels Estates Filing No. 10	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	07/05/2002	202109528
Mesa Vista at Kissing Camels Estates File No. 1	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	05/19/1993	002297224
Mountain Vista at Kissing Camels Estates Filing No. 1	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	09/14/1998	098132350
Mountain Vista at Kissing Camels Estates Filing Nos. 2 and 3	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	07/20/2000	200084430
Courtyard at Kissing Camels Estates Filing No. 1 and Filing No. 1A	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	06/26/1995	095062568 B6671 P1372
Courtyard at Kissing Camels Estates Filing No. 1 and Filing No. 1A	Hill Development Corporation	Amendment No. 1 to Declaration of Covenants, Conditions, Restrictions and Easements	08/25/1998	098121435
Courtyard at Kissing Camels Estates Filing No. 1 and Filing No. 1A	Hill Development Corporation	Amendment No. 2 to Declaration of Covenants, Conditions, Restrictions and Easements	10/07/1999	099157061
The Greens at Kissing Camels Estates Townhomes	Hill Development Corporation	Declaration of Covenants, Conditions, Restrictions and Easements	09/17/2001	201134530
The Greens at Kissing Camels Estates Townhomes	Hill Development Corporation	Declaration of Annexation	12/04/2006	206175347

(A0090542 / 6)

Subdivision	Declarant	Declarations	Date Recorded	Reception and/or Book & Page Number
Gateway Vista	Hill Development Corporation	Declaration	05/17/04	204080336
Kissing Camels Townhomes	Hill Development Corporation	Condominium Declaration	04/19/79	546687 B3165 P498
Kissing Camels Townhomes	Hill Development Corporation	Amendment to Condominium Declaration	06/14/95	095058234 B6665 P774
Camels Ridge Townhomes	Hill Development Corporation	Amendment to Declaration of Covenants, Conditions and Restrictions	07/29/81	00792870 B3461 P932
Kissing Camels	Hill Development Corporation	Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations	02/26/04	204032677
Kissing Camels	Hill Development Corporation	Notice of Annexation	11/03/04	204182787

{A0090542 / 6}