SIDE YARD EASEMENT LOCATION AGREEMENT

This Side Yard Easement Location Agreement, dated as of June 2, 1994 (this "Agreement"), is entered into by High Country International, Inc., a Colorado corporation ("High Country").

RECORDALS

1. High Country is the current owner of Lot 1, Courtyards at Kissing Camels Estates, El Paso County, Colorado ("Lot 1").

2. High Country is the current owner of Lot 2 Courtyards at Kissing Camels Estates, El Paso County, Colorado ("Lot 2").

3. The side yard of Lot 1 and Lot 2 are adjacent to one another.

4. High Country has constructed a home and related improvements upon Lot 2 and is in the process of constructing a home and improvements upon Lot 1.

5. The improvements, to be constructed, upon Lot 1 and Lot 2 anticipate the use of a shared driveway by the owners of Lot 1 and Lot 2.

6. High Country now desires to specify the location of the shared driveway and improvements which have been or will be located upon Lot 1 and Lot 2 pursuant to the side yard easement created by Section 13.4 of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Courtyards At Kissing Camels Filing No 1 and Filing No 1a as recorded in Book 6671 at Page 1752 of the real property records of El Paso County, Colorado on June 24, 1994 (the "Covenants").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, High Country, as the owner of Lot 1 and Lot 2, and in consideration of the use of such lots by the parties hereto, hereby grants the following side yard easement as provided for in the Covenants.

Reciprocal Easements

As provided in the Covenants, and not in limitation of any pre-existing contained therein, High Country, as the owner of Lot 1 and Lot 2, hereby affirms and acknowledges a perpetual, non-exclusive easement and right of way over and across that portion of Lot 1 and Lot 2 which is as depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Easements"). The Easements are for the benefit of the respective owners of Lot 1 and Lot 2 regarding said portion
of the Easements which are located upon the other owner's Lot. The Easements are solely for purposes of providing the owner of Lot 1 and Lot 2 and their respective visitors, guests, family members, invitees and agents (collectively, "Permissory") pedestrian, motor vehicle access and all other types of access to and from Stappage Point, the adjacent private street, to Lot 1 and Lot 2, as applicable, and for landscape purposes. The owners of Lot 1 and Lot 2 shall in no event prevent access to the Easements located on their respective Lots by the other owner or his Permissory. The Easements and rights granted herein and the provisions of this Agreement shall run with Lot 1 and Lot 2, shall be appurtenant to Lot 1 and Lot 2, shall be binding upon Lot 1 and Lot 2 and all present and future owners of Lot 1 and Lot 2 and shall inure to the benefit of Lot 1 and Lot 2 and all present and future owners thereof. Nothing contained in this Agreement in intended, nor shall it, limit the rights and easements established pursuant to the terms and conditions of the Covenant.

Severability.

If any of the provisions of this Agreement shall be held invalid or becoming unfavorable, the other provisions shall be in no wise be affected or impaired but shall remain in full force and effect.

Action and Writing.

Notices, approvals, consents, and other acts provided for or contemplated by this Agreement shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent or other act.

Executed as of the date first above written.

[Signature]

STATE OF COLORADO                          
COUNTY OF EL PASO                          

The foregoing instrument was acknowledged before me this 10th day of
June 1998 by John C. Shelton, Notary Public of High
Country International/AEC, a Colorado corporation. "Limited"
Witness my hand and official seal.

My Commission expires 12-31-2000

SALLY SHELTON
Notary Public
State of Colorado
IMPROVEMENT LOCATION CERTIFICATE
LAND SPECIALISTS INC.
Colorado Springs, Colorado
(719) 596-7568  (719) 634-0500

2520 STAGSLEAP POINT (PRIVATE)

I hereby certify that this improvement location certificate was prepared for the mortgage lender and the title insurance company, that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. I further certify that the improvements on the above described parcel on this date, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

LEGAL DESCRIPTION
LOT 2, IN COURTYARD AT KISSING CAMELS ESTATES FILING NO. 1, EL PASO COUNTY, COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK E-8 AT PAGE 21.
- WESTERN NATIONAL BANK
  STEWART TITLE/98077734

DWG NO. 6398
BORROWER: CHISTENSEN

J. Patrick Kelly El Paso Cnty 07/10/1998 08:54
NOTE: The Common Driveway Cross-Easement is the limits of the concrete drive as constructed on both Lots.
ARTICLES OF INCORPORATION

OF

COURTYARD AT KISSING CAMELS ESTATES

HOMEOWNERS ASSOCIATION, INC.

The undersigned person, acting as incorporator of a nonprofit corporation under the Colorado Nonprofit Corporation Act, does hereby sign and deliver in duplicate to the Secretary of State of the State of Colorado these ARTICLES OF INCORPORATION.

ARTICLE I

Name

The name of this Corporation shall be COURTYARD AT KISSING CAMELS ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

Duration

The term of existence of this Corporation is perpetual.

ARTICLE III

Purposes

The business, objects and purposes for which the Corporation is formed are as follows:

1. To be and constitute the "Association" to which reference is made in the Declaration of Covenants, Conditions, Restrictions and Easements for Courtyard at Kissing Camels Estates Filing No. 1 and Filing No. 1A and any supplement thereto (hereinafter called the "Declaration" and incorporated herein by this reference as if set forth at length) which has been recorded in the records of the Clerk and Recorder of El Paso County, Colorado, and to perform all obligations and duties of the Association and to exercise all rights and powers of the Association.

2. To provide an entity for the furtherance of the interests of all of the owners, including the Declarant, named in the Declaration, with the objective of establishing and maintaining Courtyard at Kissing Camels Estates as a residential community of quality and value, enhancing and protecting its value, desirability and attractiveness, and promoting the health, safety and welfare of the residents of said community. The Association does not contemplate pecuniary gain or profit to its members.