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BRADEN FRINDT

2002/004



J. Patrick Kelly El Paso Cnty 07/10/1998 08:54
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**SIDE YARD EASEMENT
LOCATION AGREEMENT**

This Side Yard Easement Location Agreement, dated as of June 2, 1998 (this "Agreement"), is created by High Country International, ~~Inc.~~, a Colorado corporation, ("High Country").
Limited

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RECITALS

1. High Country is the current owner of Lot 1, Courtyards at Kissing Camels Estates, Filing No. 1, El Paso County, Colorado ("Lot 1").
2. High Country is the current owner of Lot 2 Courtyards at Kissing Camels Estates, Filing No. 1, El Paso County, Colorado ("Lot 2").
3. The side yards 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 located, or 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 landscaping 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 1372 of the real property records of El Paso County, Colorado on June 26, 1995 (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 anticipation of the sale of each such Lot, hereby locates the following side yard easement as provided for in the Covenants.

Reciprocal Easements.

As provided in the Covenants, and not in limitation of any provision 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 that portion

© COMMONWEALTH OF COLORADO HIGH COUNTRY SIDE YARD EASEMENT.WPD

RECORDER NOTE: Legibility of
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UNSATISFACTORY in portions
of this document when received



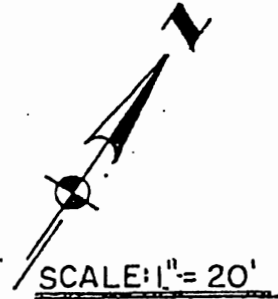
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EXHIBIT "A"

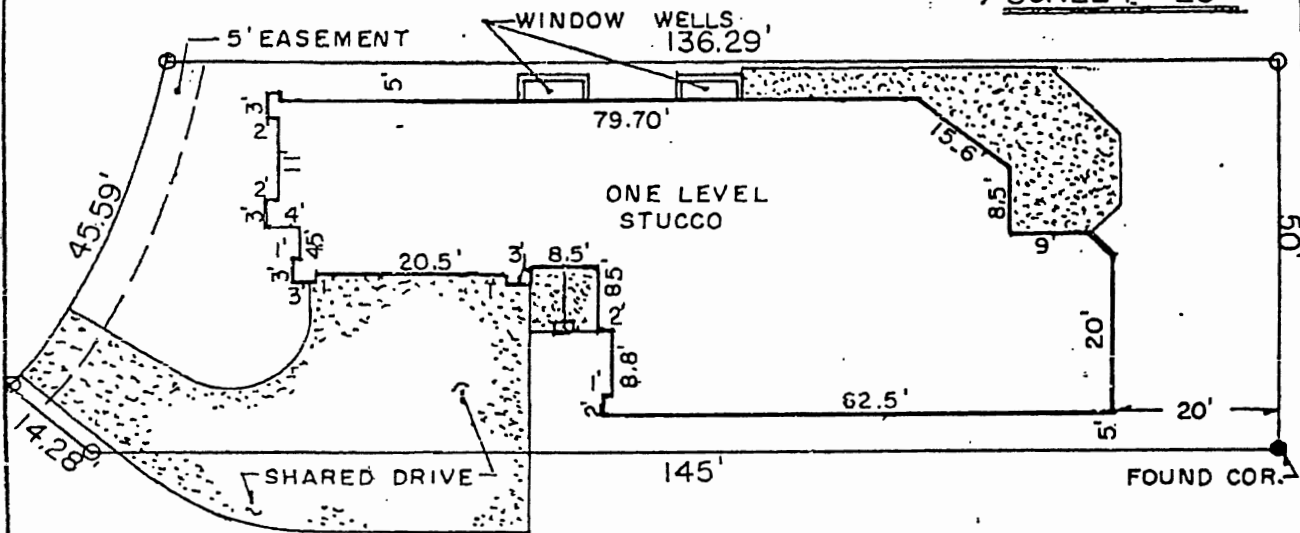
IMPROVEMENT LOCATION CERTIFICATE

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

2520 STAGSLEAP POINT
COLORADO SPRINGS, CO. 80904

JUNE 3, 1998

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-5 AT PAGE 211.

* WESTERN NATIONAL BANK
STEWART TITLE/98077534

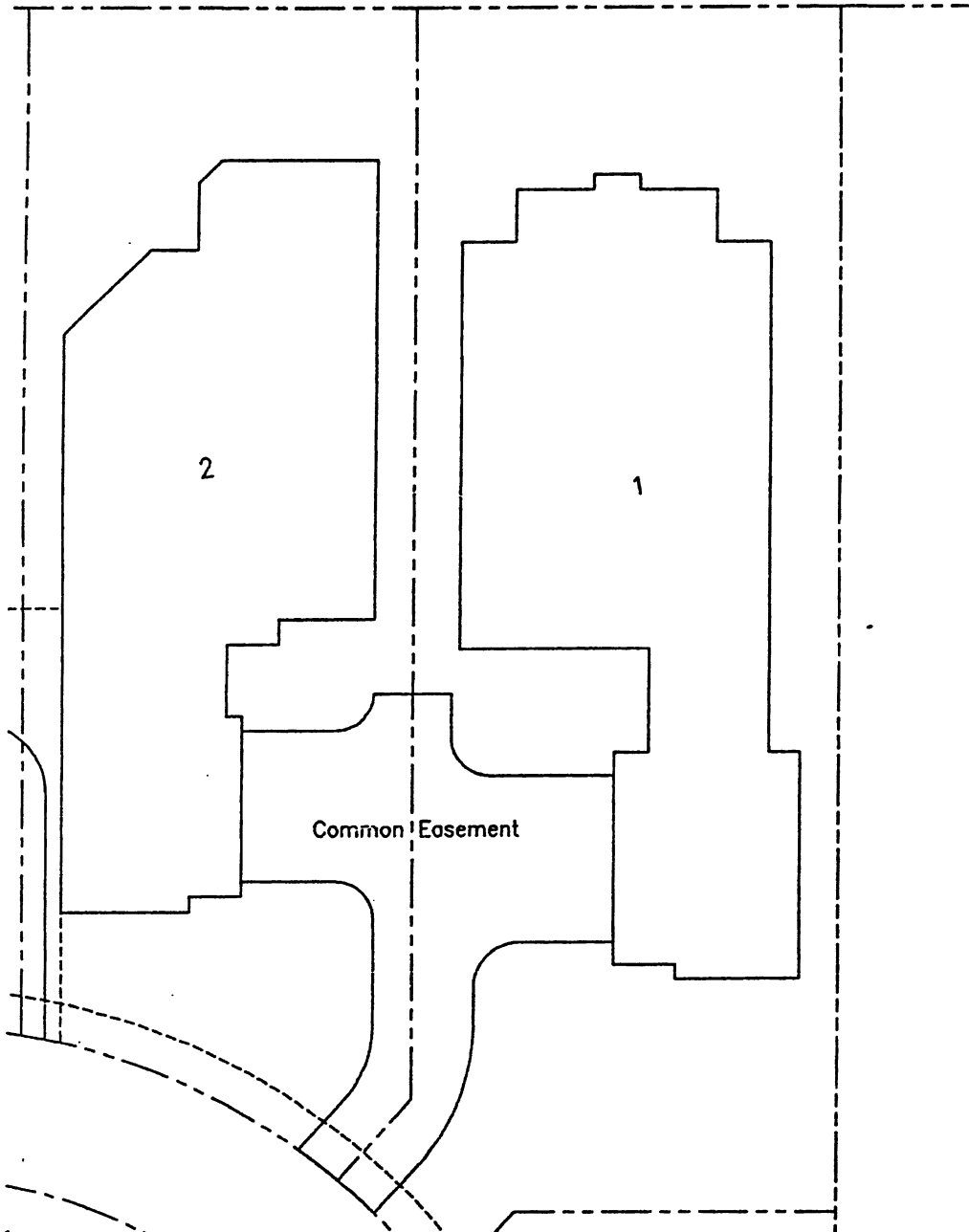
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BORROWER CHRISTENSEN



EXHIBIT H

Drawing of Typical Driveway Cross-Easement



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.

FILED COPY

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.

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SECRETARY OF STATE
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