

**AMENDMENT NO. 1**  
**TO**  
**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**COURTYARD AT KISSING CAMELS ESTATES FILING NO. 1 AND FILING NO. 1A**

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THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, dated for identification purposes only this 24<sup>TH</sup> day of AUGUST, 1998, is made by HILL DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter "Declarant."

RECITALS:

A. On or about June 26, 1995, 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 Courtyard at Kissing Camels Estates Filing No. 1 and Filing No. 1A (the "Declaration") at Book 6671, Page 1372, under Reception No. 095062568. The real property originally made subject to the term and conditions of the Declaration is described on Exhibit A, attached hereto (the "Property").

B. The Declarant reserved the right, pursuant to Article 11 of the Declaration, to subject to the terms and conditions of the Declaration all or any part of the additional real property described on Exhibit B, attached hereto (the "Phase 2 Property").

C. The Declarant now desires to amend the Declaration to subject the Phase 2 Property to the terms and conditions of the Declaration, and to make further technical amendments to the Declaration.

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

ARTICLE 1 - EXPANSION

1.1 Addition of Phase 2 Property. Effective upon the date of recording of this Amendment, the Phase 2 Property described on Exhibit B, attached hereto, is hereby made subject to all of the terms and conditions of the Declaration.

ARTICLE 2 - TECHNICAL AMENDMENTS

2.1 Rate of Assessment. Lots created within the Phase 2 Property shall be assessed for Annual and Special Assessments on the same basis as other Lots within the Property.

2.2 Common Driveway Cross-Easement. Section 13.4 of the Declaration is hereby amended by the addition of the following new unnumbered paragraph, the same to be inserted after the second unnumbered paragraph of such Section and before the paragraph which begins with the phrase "Neither the Owner...":

An easement is hereby granted to each Benefitted Lot, and the Owner thereof, across, over, in, and upon the adjoining Servient Lot as may be necessary or appropriate for the construction, encroachment, maintenance and use of a driveway to serve the Benefitted Lot, subject to the restrictions set forth below. For illustrative purposes only, attached hereto as Exhibit H is a drawing showing the configuration and location of a typical common driveway cross-easement.

2.3 Defined Terms. The capitalized terms used in this Amendment shall have the same meanings as attributed to them by the Declaration.



EXHIBIT A

Legal Description of Phase I Property

Courtyard at Kissing Camels Estates, Filing No. 1 and Filing No. 1A

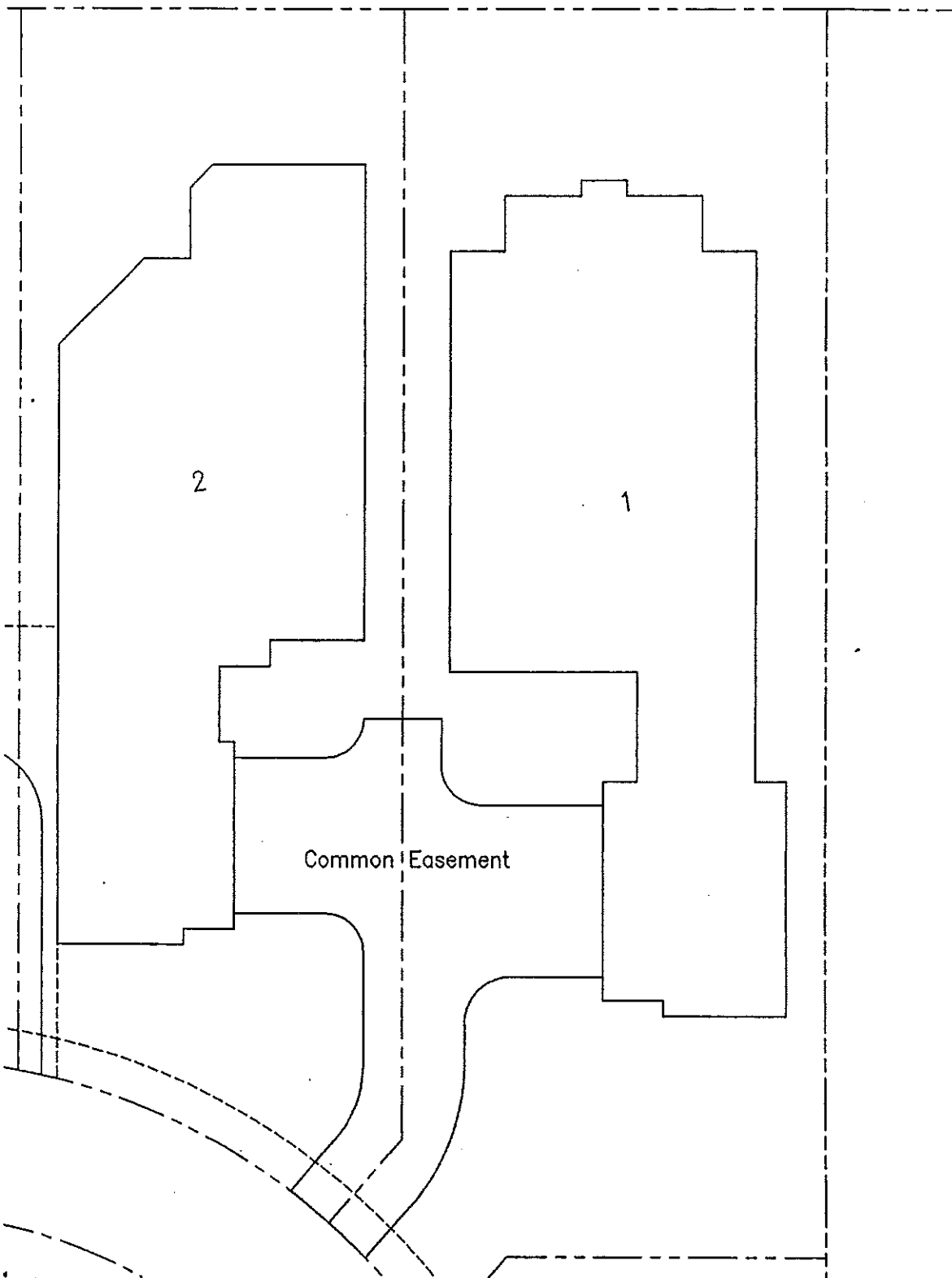
EXHIBIT B

Legal Description for Phase 2 Property

Courtyard at Kissing Camels Estates, Filing No. 2

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.