AMENDMENT NO. 1

TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

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

THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS, dated for identification purposes only this ______ 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 The real property originally made subject to the term and conditions of the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.
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: Lyda Hill, President

Date: August 24, 1998

ATTEST:

By: Donald C. Hase

Its: Vice President

Date: 8/24/98

STATE OF COLORADO
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 24th day of August, 1998, by Lyda Hill, as President, and by Donald C. Hase, as Vice President, of HILL DEVELOPMENT CORPORATION, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 1/28/00

[Signature]
Notary Public

[Seal]
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
NOTE: The Common Driveway Cross-Easement is the limits of the concrete drive as constructed on both Lots.