



**AMENDMENT TO THE
REVISED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Amendment to the Revised Declaration of Covenants, Conditions and Restrictions of the Park at Kissing Camels Estates ("Amendment") is dated effective as provided herein.

RECITALS

- A. The Revised Declaration of Covenants, Conditions and Restrictions of the Park at Kissing Camels Estates ("the Revised Declaration") was recorded on August 31, 1998 under Reception No. 098124065 in the official records of El Paso County, Colorado.
- B. The provisions of the Revised Declaration apply to and run with the real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- C. Section 11.7 of the Revised Declaration provides that the Revised Declaration or any provision thereof may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of all Owners, whose approval shall be duly certified by an officer of the Association and duly recorded in the office of the Clerk and Recorder of El Paso County.
- D. C.R.S. 38-33.3-217(1) has reduced the approval percentage to sixty-seven percent (67%) and that percentage of Owners has given their approval to this Amendment.

NOW THEREFORE, this Amendment having been approved by the necessary number of Owners, the Revised Declaration is amended as follows:

1. Section 8.1(a) of the Revised Declaration is hereby deleted and in its place is substituted the following:

(a) Casualty. A policy of property insurance covering all insurable personal property owned by the Association, and all insurable Improvements located upon the Common Area, and the Townhomes, together with such fixtures, foundations, footers, appliances, betterments and items as the Board in its discretion may include but the Board may exclude land and any other items, with a "Replacement Cost Endorsement" providing that any claim will be settled on a full replacement cost basis without deduction for depreciation, and including an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement." The Association may also purchase a "Demolition Endorsement" and "Increased Cost of Construction Endorsement" and/or a "Contingent Liability from Operation of Building Laws Endorsement" and/or an "Ordinance or Law Endorsement" or any other endorsement selected by the Board in its discretion. Such insurance as

maintained by the Association pursuant to this Section shall afford protection, to the extent reasonably obtainable, against at least the following:

2. The following is hereby added to Section 8.4 of the Revised Declaration:

Notwithstanding the above, the Board may, in its discretion, obtain insurance for any Improvements, fixtures, appliances, and betterments located within a Lot or a Townhome, including without limitation, built-in cabinets, dishwashers, washing machines, refrigerators, stoves, wall covering, paneling, carpet and floor coverings; each Owner shall be responsible for the maintenance and repair of such items, except as an insured loss, and shall cooperate with the Association in any listing or evidence of such items.

3. The last three lines of Section 5.1(c) of the Revised Declaration are hereby deleted and in their place is substituted the following:

The Association shall paint or restain the exterior of all Townhomes as often as necessary to keep such exterior from having a weather-beaten or worn-down appearance as determined by the Board.

4. Sections 3.4 and 4.5 of the Revised Declaration are hereby deleted and in their place are substituted the following:

Section 3.4 Association's Relationship to the Kissing Camels Property Owners Association ("KCPOA"). The Association may participate in the KCPOA in such manner and under such terms as the Board in its discretion may from time to time determine. To the extent that the KCPOA promulgates reasonable rules and regulations governing the Property, the Board may require that Owners comply with such reasonable rules and regulations, which shall not be inconsistent with the terms of the Revised Declaration and the Association's rules and regulations; the Board may determine that failure to comply with KCPOA's rules and regulations constitutes a violation of the Revised Declaration.

Section 4.5 KCPOA Assessments. An individual Owner who is a member of the KCPOA shall be responsible for the payment of any assessments to the KCPOA, and the Association shall not have any responsibility or liability for such assessments unless the Board determines otherwise in the future.

5. The last sentence of Section 9.3(a) of the Revised Declaration is hereby deleted and in its place is substituted the following:

The annual assessment set forth in Article IV shall not be abated during the period of insurance adjustments and repair and reconstruction, and the Lot shall continue to be assessed at the developed Lot rate.

**CERTIFICATE OF AMENDMENT OF REVISED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PARK AT KISSING CAMELS ESTATES**

NOTICE IS HEREBY GIVEN that The Park at Kissing Camels Homeowners Association (the "Association") has amended its Revised Declaration of Covenants, Conditions and Restrictions (the "Declaration") which was recorded on August 31, 1998 under Reception No. 098124065 of the real property records of the Clerk and Recorder of El Paso County, State of Colorado. This Certificate is hereby attached to that Amendment which is hereby certified by the Association's President and Secretary as follows: (a) that Amendment has been duly approved, executed and certified on behalf of the Association by the President of the Association and (b) that Amendment has been approved by instruments signed by not less than ~~sixty-seven~~ sixty-seven percent (67%) of the Lot Owners.

IN WITNESS WHEREOF, this Certificate has been duly executed and certified by the President and the Secretary on behalf of the Association on the dates shown below.

ATTEST:

John E. Wilson
Secretary

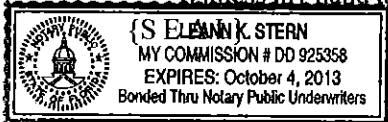
The Park at Kissing Camels Homeowners Association
a Colorado non-profit corporation

By Philip Neal
President

STATE OF Florida)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 14th day of March, 2013, by Philip Neal as the President of The Park at Kissing Camels Homeowners Association, a Colorado non-profit corporation.

Witness my hand and official seal.



S. Eleanor K. Stern
Notary Public
My Commission Expires: 10/04/13

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

The foregoing instrument was acknowledged before me this 14th day of March, 2013, by John E. Wilson, as the Secretary of The Park at Kissing Camels Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

(SEAL)



Cathy Brocklehurst
Notary Public
My Commission Expires: 3/8/2015

EXHIBIT A
Legal Description

THE PARK AT KISSING CAMELS, Filing No. 2, according to the plat thereof recorded in Plat Book V3, at Page 156, El Paso County, Colorado, together with all replats or plats related thereto, if any.