

NONPROFIT

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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ARTICLE IV

Powers

In furtherance of its purposes, the Corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations not for profit by the statutes and common law of the State of Colorado as amended and in effect from time to time including, by way of illustration and not limitation, all of the powers described in C.R.S. 38-33.3-302 (except to the extent lawfully limited by the terms and conditions of the Declaration), and shall have all of the powers necessary or desirable to perform the obligations and duties and exercise the rights, powers and privileges of the Association under the Declaration, as such may hereafter be amended. The exercise of any or all of the foregoing powers shall be subject to the terms, requirements and conditions of the Declaration.

ARTICLE V

Membership

The Corporation shall be a membership corporation without certificates or shares of stock. The Bylaws of the Corporation may contain provisions setting forth the rights, privileges, duties and responsibilities of the members.

ARTICLE VI

Cumulative Voting

There shall be no cumulative voting.

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ARTICLE VII

Initial Registered Office and Agent

The initial registered office of the Corporation shall be located at **3170 Sheiks Place, Colorado Springs, Colorado 80904**. The initial registered agent at such office shall be **Donald C. Hare**. Either the registered office or the registered agent may be changed in the manner provided by law.

ARTICLE VIII

Board of Directors

The Corporation shall be managed by its Board of Directors, which shall exercise all powers conferred under the laws of the State of Colorado. The number of directors of the Corporation shall be fixed from time to time as provided in the Corporation's Bylaws and may be increased or decreased as therein provided, but the number thereof shall not be less than one (1) nor more than nine (9). The initial Board of Directors of the Corporation shall consist of one (1) director, and the name and address of the initial director who shall serve as director

until the first annual meeting of shareholders or until his successor(s) is elected and shall qualify is: Donald C. Hare, 3170 Sheiks Place, Colorado Springs, Colorado 80904.

ARTICLE IX

Amendment

Amendments to these Articles of Incorporation shall be adopted, if at all, in the manner set forth in the Bylaws of the Corporation; provided, however, no amendment to these Articles of Incorporation shall be contrary to or inconsistent with, or accomplished in a manner contrary to or inconsistent with, the provisions of applicable law or the Declaration.

ARTICLE X

Non-Profit Purposes

The Corporation is formed under the Colorado Nonprofit Corporation Act and not for pecuniary profit or financial gain. The Corporation is organized and operated to provide for the acquisition, construction, management, maintenance and care of property of the Corporation and is intended to qualify as a "Homeowners Association" as defined in Subsection (c) of Section 528 of the Internal Revenue Code of 1986, as amended. The Corporation shall receive only such income and make only such expenditures as will enable it to maintain that status under I.R.C. § 528 or any comparable provision of the Code. No part of the assets, income or net earnings of the Corporation shall be distributable to, or inure to the benefit of, any member, director or officer of the Corporation, or any other private person, and no member, director or officer of the Corporation, or any other private person, shall be entitled to share in any distribution of any of the corporate assets upon dissolution of the Corporation or otherwise, except to the extent (i) the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and/or make payments and distributions in furtherance of the purposes set forth in Article III, above, or (ii), permitted by the Colorado Nonprofit Corporation Act and I.R.C. § 528 or comparable provision of the Code.

ARTICLE XI

Dissolution

Upon the dissolution of the Corporation, its Board of Directors shall, after paying or making provision for the payment of all of the debts and liabilities of the Corporation, dispose of all of its remaining assets either (i) exclusively for the purposes of the Corporation in such manner as the Board of Directors shall determine, or (ii), to one or more exempt organizations of the kind described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any other Internal Revenue Code or federal revenue law hereafter in effect) as may be designated by the Board of Directors of the Corporation. Any assets not so disposed of shall be disposed of by the El Paso County District Court exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or to such organization or organizations as said Court shall determined which are organized and operated exclusively for such purposes.

ARTICLE XII

Indemnification

The Corporation may indemnify any person as provided in the Colorado Nonprofit Corporation Act (the "Act"), and shall indemnify its directors, officers, employees, fiduciaries, and agents as required by the Act. The Corporation and the indemnified party shall satisfy the requirements of the Act for any such indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under these Articles of Incorporation or any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, and any procedure provided for by any of the foregoing, both as to action in official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of heirs, executors and administrators of such a person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under provisions of this Article.

ARTICLE XIII

Limitation of Director Liability

To the fullest extent permitted by law, no director of the Corporation shall be personally liable to the Corporation or to its members for monetary damages for breach of fiduciary duty as a director.

ARTICLE XIV

Amendment

These Articles of Incorporation may be altered, amended or repealed and new Articles may be adopted by a majority of the directors of the Corporation then in office. However, the provisions of these Bylaws shall at all times comply with the requirements of the Colorado Nonprofit Corporation Act, the Colorado Common Interest Ownership Act and other applicable laws of the State of Colorado.

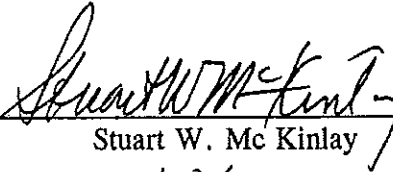
ARTICLE XV

Incorporator

The name and address of the incorporator is as follows:

Stuart W. Mc Kinlay, Esq.
102 N. Cascade Avenue
Suite 250
Colorado Springs, CO 80903-1409

IN WITNESS WHEREOF, for the purposes of forming this Corporation under the laws of the State of Colorado, the undersigned, constituting the Incorporator of the Corporation, has executed these Articles of Incorporation this 18th day of July, 1996.



Stuart W. Mc Kinlay
7/18/96

Date

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BRADEN FRINDT

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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

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RECORDER NOTE: Legibility of
writing, typing or printing
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of the Easements which are located upon the other owner's Lot. The Easements are solely for purposes of providing the owners of Lot 1 and Lot 2 and their respective visitors, guests, family members, invitees and agents (collectively, "Permittees") pedestrian, motor vehicle access and all other types of access to and from Stagsleap 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 Permittees. 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 is intended, nor shall it, limit the rights and easements established pursuant to the terms and conditions of the Covenants.

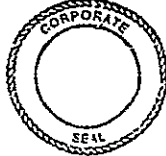
Severability.

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

Action and Writing.

Notices, approvals, consents, and other action 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 action.

Executed as of the date first above written.



High Country International, Inc., Limited a Colorado corporation

By: J. Keith Godshall Its: President

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

The foregoing instrument was acknowledged before me this 2nd day of JUNE 1998 by J. KEITH GODSHALL as PRESIDENT of High Country International, Inc., a Colorado corporation. *Limited Witness my hand and official seal.

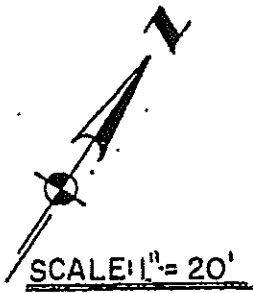
My commission expires: SALLY SHELTON Notary Public State of Colorado My Commission Expires 12-31-2000

Sally Shelton Notary Public

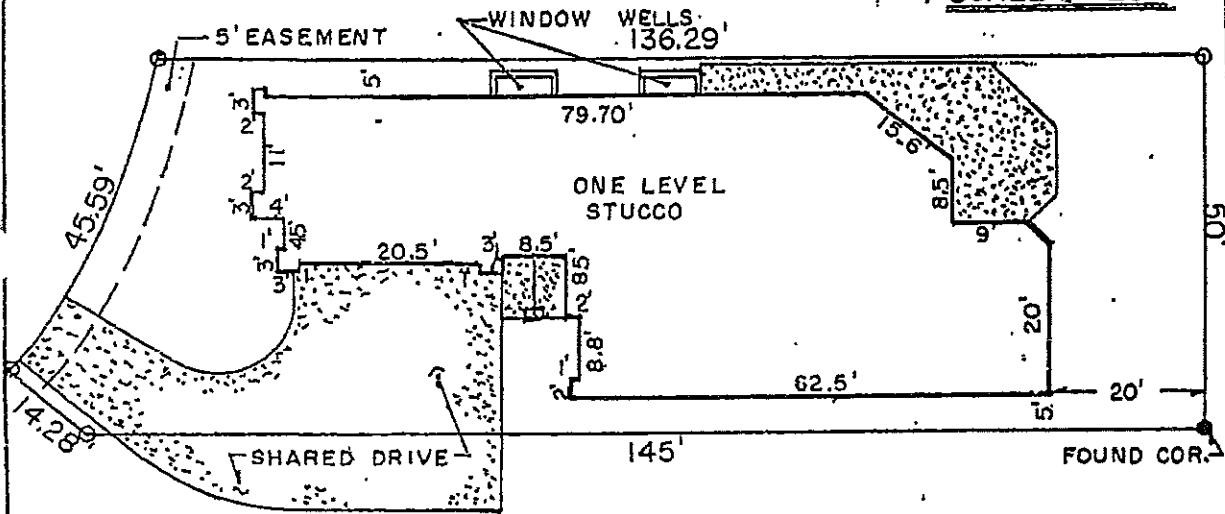
EXHIBIT "A"

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

DWG NO. W 6398

BORROWER CHRISTENSEN

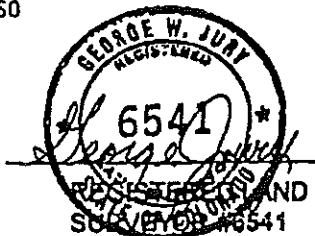
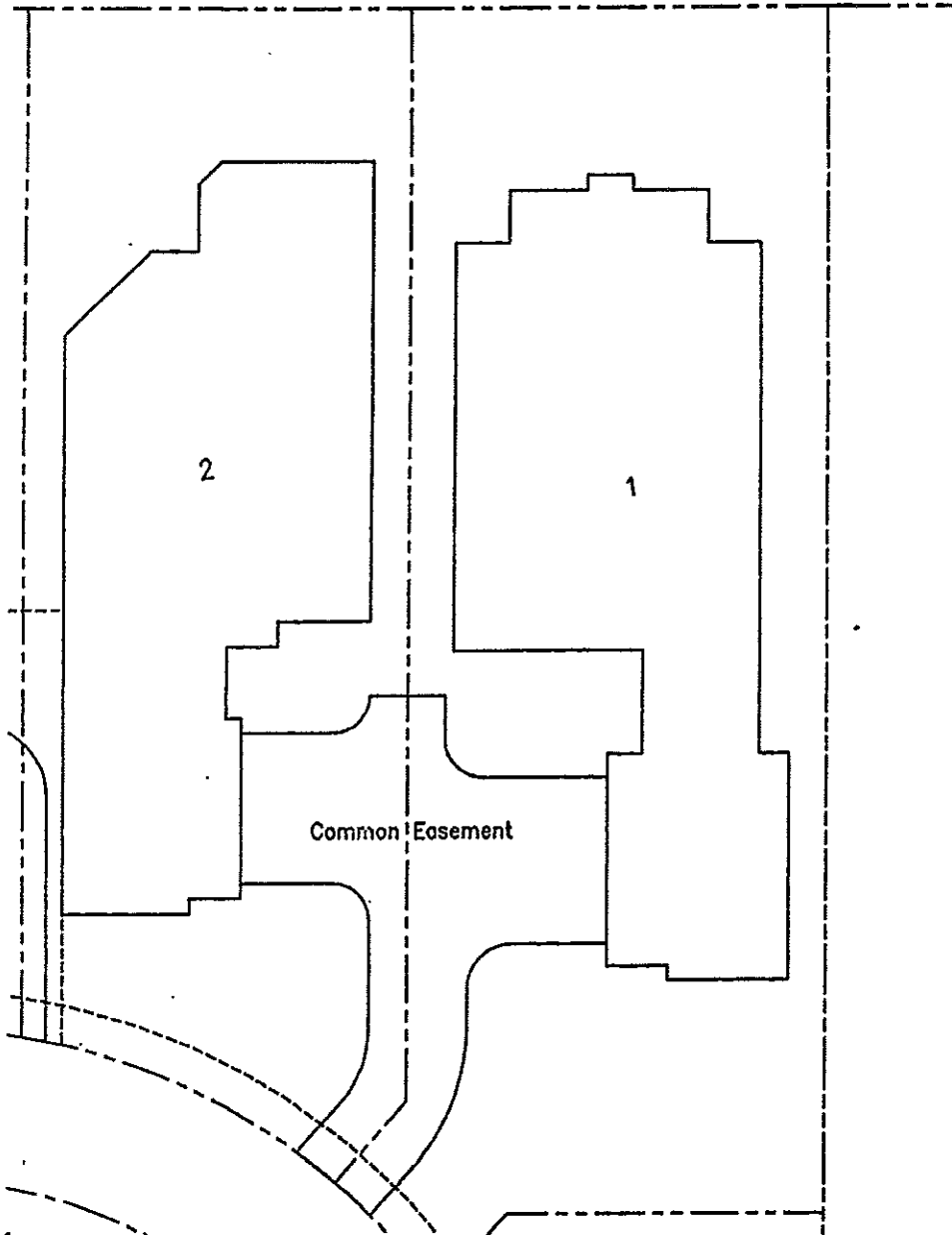


EXHIBIT H

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.

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Name

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Duration

The term of existence of this Corporation is perpetual.

ARTICLE III

Purposes

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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.

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