

AMENDED AND RESTATED FIRST SUPPLEMENTAL DECLARATION
TO
DECLARATION
OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
BRIGHTWATER CLUB
(HOMESTEAD LOTS)

This AMENDED AND RESTATED FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIGHTWATER CLUB (the "Amended and Restated First Supplemental Declaration") is made as of November 13, 2008, by Clearwater Development, Inc., a Colorado corporation ("Declarant"), and Brightwater Club Property Owners Association, Inc., a Colorado nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, Declarant has heretofore caused to be recorded the Declaration of Covenants, Conditions, Restrictions, and Easements for Brightwater Club on September 8, 2005, at Reception No. 928910 in the Eagle County, Colorado, real property records (the "Declaration"); and

WHEREAS, a First Supplemental Declaration of Covenants, Conditions, Restrictions, and Easements for Brightwater Club was recorded on October 26, 2005, at Reception No. 934662, in the Eagle County, Colorado real property records ("Original First Supplemental Declaration"), pursuant to which the following property was subjected to the Declaration and certain other covenants, conditions, restrictions and easements were placed thereon: Lots 1 through 40, inclusive, Block K, Brightwater Club Filing 3, according to the final plat thereof recorded in the real property records of Eagle County, Colorado, on September 14, 2005, as Reception No. 929490 (the "Homestead Lots"), and Tracts 3C and 3D, Block K, Brightwater Club Filing 3, according to the recorded Filing 3 Plat (the "First Supplemental Common Area"). The recorded final plat of Brightwater Club Filing 3 as referenced above is referred to herein as the "Filing 3 Plat." The Homestead Lots and the First Supplemental Common Area are hereinafter collectively referred to as the "First Supplemental Property"; and

WHEREAS, the Original First Supplemental Declaration was amended by that certain First Amendment to First Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club recorded on November 12, 2008, at Reception No. 2008924188, in the Eagle County, Colorado real property records ("First Amendment"); and

WHEREAS, the Declarant and the Association desire to amend and restate the Original First Supplemental Declaration for the purpose of having a single document that contains all the terms of the Original First Supplemental Declaration and the First Amendment; and

WHEREAS, that, upon recording of this Amended and Restated First Supplemental Declaration, this Amended and Restated First Supplemental Declaration shall replace and supersede the Original First Supplemental Declaration and the First Amendment; and

WHEREAS, all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein; and

WHEREAS, in Article 14 of the Declaration, Declarant expressly reserved for itself the following rights:

(a) to create additional Units by the subdivision of Development Parcels into Lots and to expand the Common Area, and

(b) to subject any additional Units and Common Area to additional covenants, conditions, restrictions and easements; and

WHEREAS, Declarant wishes to supplement the Declaration as it relates to the First Supplemental Property, and to subject the First Supplemental Property to additional covenants, conditions, restrictions and easements so that same shall be operated by the Association as a Neighborhood under the Declaration; and

WHEREAS, Declarant wishes to reserve the right for itself to further develop the remaining Development Parcels in the future to create additional Units and Common Area in accordance with the terms of Article 14 of the Declaration.

NOW, THEREFORE, Declarant hereby declares that the First Supplemental Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements and the covenants, conditions, restrictions and easements contained in the Declaration, which are for the purpose of protecting the value and desirability of the First Supplemental Property and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title, or interest in all or any part of the First Supplemental Property.

1. General. The recitals set forth above are incorporated in and made a part of this First Amendment. The terms and provisions contained in this Amended and Restated First Supplemental Declaration shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this Amended and Restated First Supplemental Declaration and to the First Supplemental Property. The definitions used in the Declaration are hereby expanded and shall hereafter and in the Declaration be deemed to encompass and refer to the Units and Common Area as defined in the Declaration, including the Homestead Lots and the First Supplemental Common Area as defined herein.

2. Neighborhood. It is the intent of the Declarant that the First Supplemental Property shall be a Neighborhood as that term is defined in the Declaration, the name of which shall be "The Homesteads," and Declarant hereby designates the First Supplemental Property as a Neighborhood under the Declaration. The Association agrees that the First Supplemental Property is and shall be treated as a Neighborhood in perpetuity under and subject to the terms of this Amended and Restated First Supplemental Declaration, or until the Association and all Owners of Homestead Lots shall agree in writing to the contrary.

3. Sharing Ratio. As provided in Section 14.5.1 of the Declaration, the Sharing Ratio of all Units, including the Homestead Lots, have been automatically adjusted upon filing of the Filing 3 Plat in accordance with the formula for determining Sharing Ratios described in the Declaration.

4. First Supplemental Common Area: Exterior Maintenance Area.

a. Additional Definitions. As used in this Amended and Restated First Supplemental Declaration, the following terms shall have the following meanings:

i. "Exterior Maintenance Area" means, with respect to the Homestead Lots only, the Homestead Lot surrounding the Residence and any improvements thereon, as well as the First Supplemental Common Area.

ii. "Residence" means the single-family residence constructed on any Homestead Lot.

b. First Supplemental Common Area. Declarant intends that the First Supplemental Common Area shall be Common Area limited for the use and benefit of the Owners of the Homestead Lots, and that therefore the costs thereof, and the costs related to the Exterior Maintenance Area in general, shall be allocated as neighborhood Assessments only to the Owners of the Homestead Lots in accordance with the provisions of Section 10.6 of the Declaration. Each Owner of a Homestead Lot, including Declarant, by accepting a deed for a Homestead Lot, is deemed to covenant to pay to the Association such neighborhood Assessments in conformance herewith. It is hereby acknowledged that Tract 3E as shown on the Filing 3 Plat is a private roadway which is not a part of the First Supplemental Common Area, but which shall be managed by the Association in the same manner as all other private roadway parcels.

c. Maintenance. In order to maintain a uniform appearance and a high standard of maintenance within the First Supplemental Property, the Association shall maintain the Exterior Maintenance Area, as more fully set forth below. The Association covenants and agrees to maintain the First Supplemental Common Area in accordance with terms and conditions of this Amended and Restated First Supplemental Declaration, the Declaration and the Community-Wide Standard for the benefit of the Owners of the Homestead Lots. The Association shall not, however, have any obligation to construct initial improvements to the First Supplemental Common Area, which shall be the responsibility of the Declarant or its assignee or designee.

i. Residence Exteriors. The Association shall have no responsibility under this Amended and Restated First Supplemental Declaration to maintain exteriors of Residences. Owners of the Homestead Lots shall be responsible for maintaining the exteriors of their Residences as provided in the Declaration.

ii. Landscaping, Paths and Driveway. The Association shall maintain landscaping of the Units within the Exterior Maintenance Area, including landscaping within the First Supplemental Common Area. Maintenance of the landscaping shall include, but not be limited to, maintaining lawns, trees and shrubs. The Association shall also maintain all paths and driveways within the First Supplemental Property (and the maintenance provided under this Section shall include snow removal services). The Association shall provide all irrigation to landscaping within the Exterior Maintenance Area, and shall provide all other utilities necessary for the maintenance and upkeep of such landscaping. The maintenance provided under this Section shall be performed at such time and in such a manner as the Association shall determine.

iii. Association's Right to Grant Owner's Maintenance Area. The Association may grant the maintenance responsibility of certain areas on each Homestead Lot to the Owner thereof, and the Owner is obligated to accept said maintenance responsibility, provided said

assignment is done in a uniform and nondiscriminatory manner. Furthermore, the Association shall have the right to promulgate reasonable rules and regulations regarding the maintenance by the Owner.

d. Special Easement. The Association and the Executive Board and their respective representatives are hereby granted a nonexclusive easement to enter upon and use the Exterior Maintenance Area as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform pursuant to this Section 4.

e. Maintenance Contract. The Association or Executive Board may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the Association to maintain the Exterior Maintenance Area. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Executive Board. The Executive Board shall not be liable for any omission or improper exercise by the employed individual or management company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Executive Board.

f. Owner's Responsibility. Except as set forth below, an Owner shall be responsible for maintaining all portions of the Owner's Unit and Residence. Notwithstanding the foregoing sentence, the Owner shall not be responsible for maintaining the Exterior Maintenance Area, unless modified by Section 4.c.iii. No Owner shall make any addition or other alteration to any portion of the Exterior Maintenance Area or remove or alter any fence, landscaping or irrigation system without the express consent of the Executive Board.

g. Owner's Failure to Maintain or Repair. In the event that a Unit and the improvements and landscaping thereupon are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the improvements or landscaping on the Unit are damaged or destroyed by an event of casualty, and if the maintenance responsibility for the damaged portion of the Unit lies with the Owner of the Unit, and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with the Declaration.

5. Access Easements. Declarant hereby reserves to itself as the current Owner of all of the Homestead Lots, and for the benefit of each subsequent Owner of a Homestead Lot, an easement across the First Supplemental Common Area for purposes of pedestrian and vehicular access to and from each Homestead Lot in a location as reasonably necessary for such purpose. In any event, such access easement shall be generally located in the area of the driveway constructed by the initial developer of the First Supplemental Property to provide access to each Homestead Lot from Tract 3E shown on the Filing 3 Plat.

6. Design Review Guidelines. Each Owner of a Homestead Lot understands, acknowledges and agrees that the First Supplemental Property may be subject to different or additional Design Guidelines than those which apply generally within Brightwater Club, and each Owner is hereby advised to review and be familiar with said Design Guidelines.

7. Amendment. Amendment of this Amended and Restated First Supplemental Declaration shall require the affirmative vote or written consent of at least 67% of the Owners of Homestead Lots, on the basis of one vote for each Homestead Lot.

8. Reservation. Declarant hereby reserves the right for itself to further develop the remaining Development Parcels in the future to create additional Units and Common Area in accordance with the terms of Article 14 of the Declaration.

9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10. Conflicts Between Documents. In case of conflict between the Declaration, as supplemented hereby, and the Articles or Bylaws of the Association, the Declaration as supplemented shall control.

11. Counterparts. This Amended and Restated First Supplemental Declaration may be executed in any number of counterparts, each of which shall be considered an original.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant and the Association have executed this Amended and Restated First Supplemental Declaration as of the date first above written.

CLEARWATER DEVELOPMENT, INC.,
a Colorado corporation

By: [Signature]
Russ E. Hatle, President

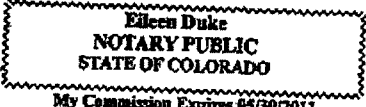
BRIGHTWATER CLUB PROPERTY OWNERS
ASSOCIATION, a Colorado nonprofit corporation

By: [Signature]
James C. Higgins, President

STATE OF COLORADO)
COUNTY OF BAGLE) ss.

The foregoing instrument was acknowledged before me this 4 day of DECEMBER, 2008,
by Russ E. Hatle, as President of CLEARWATER DEVELOPMENT, INC., a Colorado corporation.

Witness my hand and official seal.
My commission expires: _____

[Signature]
Notary Public


STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me _____ day of _____, 2008,
by James C. Higgins, as President of BRIGHTWATER CLUB PROPERTY OWNERS ASSOCIATION,
a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

see Attached California Acknowledgment

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

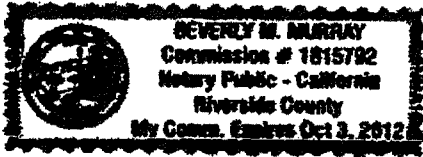
County of Riverside

**Beverly M. Murray
Notary Public**

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared James C. Higgins
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Beverly M. Murray
Signature of Notary Public

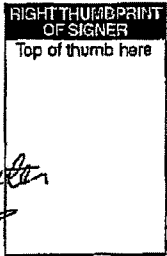
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Amended and Restated First Supplemental Declaration to CCR's Easement for Brighton Club (Homesite & Lots)
Title or Type of Document: notary CA
Document Date: November 13, 2008 Number of Pages: 6 plus acknowledgements
Signer(s) Other Than Named Above: Russ E. Hattie

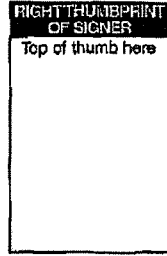
Capacity(ies) Claimed by Signer(s)

Signer's Name: James C. Higgins
 Individual
 Corporate Officer — Title(s): President
 Partner — Limited General
 Attorney In Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: Brighton Club Owners Association

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney In Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____