

**AMENDED AND RESTATED SECOND SUPPLEMENTAL DECLARATION**

**TO**

**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
BRIGHTWATER CLUB  
(CABIN LOTS)**

This AMENDED AND RESTATED SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIGHTWATER CLUB (the "Amended and Restated Second Supplemental Declaration") is made as of October 4, 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 ("Initial Declaration"), which was supplemented by that certain 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 ("First Supplemental Declaration") (the Initial Declaration and the First Supplemental Declaration are collectively referred to herein as the "Declaration"); and

WHEREAS, a Second Supplemental Declaration of Covenants, Conditions, Restrictions, and Easements for Brightwater Club was recorded on November 11, 2005, at Reception No. 934662, in the Eagle County, Colorado real property records ("Original Second 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 58, inclusive, Block J, 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 "Cabin Lots"), and Tracts 3A and 3B, Block J, Brightwater Club Filing 3, according to the recorded Filing 3 Plat (the "Second 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 Cabin Lots and the Second Supplemental Common Area are hereinafter collectively referred to as the "Second Supplemental Property"; and

WHEREAS, the Original Second Supplemental Declaration was amended by that certain First Amendment to Second Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club recorded on November 12, 2008, at Reception No. 200824189, in the Eagle County, Colorado real property records ("First Amendment"); and

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

WHEREAS, that, upon recording of this Amended and Restated Second Supplemental Declaration, this Amended and Restated Second Supplemental Declaration shall replace and supersede the Original Second 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 Second Supplemental Property, and to subject the Second 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 Second 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 Second 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 Second 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 Second 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 Second Supplemental Declaration and to the Second 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 Cabin Lots and the Second Supplemental Common Area as defined herein.

2. Neighborhood. It is the intent of the Declarant that the Second Supplemental Property shall be a Neighborhood as that term is defined in the Declaration, the name of which shall be "The Cabins," and Declarant hereby designates the Second Supplemental Property as a Neighborhood under the Declaration. The Association agrees that the Second Supplemental Property is and shall be treated as a Neighborhood in perpetuity under and subject to the terms of this Amended and Restated Second Supplemental Declaration, or until the Association and all Owners of Cabin 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 Cabin 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. Second Supplemental Common Area: Exterior Maintenance Area.

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

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

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

b. Second Supplemental Common Area. Declarant intends that the Second Supplemental Common Area shall be Common Area limited for the use and benefit of the Owners of the Cabin 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 Cabin Lots in accordance with the provisions of Section 10.6 of the Declaration. Each Owner of a Cabin Lot, including Declarant, by accepting a deed for a Cabin Lot, is deemed to covenant to pay to the Association such neighborhood Assessments in conformance herewith. It is hereby acknowledged that Tract 3F as shown on the Filing 3 Plat is a private roadway which is not a part of the Second 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 Second Supplemental Property, the Association shall maintain the Exterior Maintenance Area, as more fully set forth below. The Association covenants and agrees to maintain the Second Supplemental Common Area in accordance with terms and conditions of this Amended and Restated Second Supplemental Declaration, the Declaration and the Community-Wide Standard for the benefit of the Owners of the Cabin Lots. The Association shall not, however, have any obligation to construct initial improvements to the Second 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 Second Supplemental Declaration to maintain exteriors of Residences. Owners of the Cabin 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 Second 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 Second 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 Cabin 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 Cabin Lots, and for the benefit of each subsequent Owner of a Cabin Lot, an easement across the Second Supplemental Common Area for purposes of pedestrian and vehicular access to and from each Cabin 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 Second Supplemental Property to provide access to each Cabin Lot from Tract 3F shown on the Filing 3 Plat.

6. Design Review Guidelines. Each Owner of a Cabin Lot understands, acknowledges and agrees that the Second 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 Second Supplemental Declaration shall require the affirmative vote or written consent of at least 67% of the Owners of Cabin Lots, on the basis of one vote for each Cabin 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 Second 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 Second Supplemental Declaration as of the date first above written.

CLEARWATER DEVELOPMENT, INC.,  
a Colorado corporation

By: [Signature]  
Name: Russ E. Hatle, President

BRIGHTWATER CLUB PROPERTY OWNERS  
ASSOCIATION, a Colorado nonprofit corporation

By: [Signature]  
Name: James C. Higgins, President

STATE OF COLORADO )  
COUNTY OF EAGLE ) 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

Eileen Duke  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 05/30/2011

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**see Attached California Acknowledgment**

**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/her/their authorized capacity(ies), and that by his/her/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.

Signature Beverly M. Murray  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

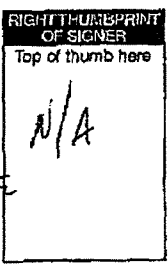
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Amended and Restated Second Supplemental Declaration to Declaration of CCR's & Easements for Bristowain Club (Calvin Katz) Notary  
Document Date: October 4, 2008 Number of Pages: 6 plus acknowledgements  
Signer(s) Other Than Named Above: Russ E. Hault

**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: Bristowain Club Property Owners Association



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Declaration  
of  
Covenants, Conditions,  
Restrictions and Easements  
for  
Brightwater Club

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**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
BRIGHTWATER CLUB**

6/31

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIGHTWATER CLUB (this "Amendment") is made to be effective January 1, 2007, by Clearwater Development, Inc., a Colorado corporation ("Declarant").

**RECITALS:**

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club was recorded on September 8, 2005, at Reception No. 928910, in the Eagle County, Colorado records, as supplemented by the First Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club recorded on October 26, 2005, at Reception No. 934662 (the "First Supplemental Declaration") and Second Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club recorded on November 7, 2005, at Reception No. 936074 (the "Second Supplemental Declaration"), both in the Eagle County, Colorado real property records (collectively, the "Declaration"), which Declaration created the real estate development known as the Brightwater Club (the "Project").

B. The Final Plat for Brightwater Club Filing 1 was recorded in the real property records of Eagle County, Colorado on May 18, 2005 at Reception No. 916179; the Final Plat for Brightwater Club Filing 2 was recorded in the real property records of Eagle County, Colorado on June 20, 2005 at Reception No. 919836; the Final Plat for Filing 3 was recorded in the real property records of Eagle County, Colorado on September 14, 2005 at Reception No. 929490; the Final Plat for Brightwater Club Filing 4 was recorded in the real property records of Eagle County, Colorado on April 13, 2006 at Reception No. 200609481; and the Final Plat for Brightwater Club was recorded in the real property records of Eagle County, Colorado on May 9, 2006 at Reception No. 200612175 (collectively, the "Plat").

C. The purpose of this First Amendment is to adjust the contributions of Owners of Lots in the First Supplemental Property, also known as the Neighborhood "The Retreat at Brightwater Club", and the Second Supplemental Property, also known as "The Cabins at Brightwater Club" (collectively, the "Filing 3 Properties"), towards Exterior Maintenance Area, as that term is defined in the First Supplemental Declaration and the Second Supplemental Declaration, and ground maintenance, and also to incorporate into the Declaration the amendments to CCIOA (as defined in the Declaration) recently adopted by the Colorado legislature (the "CIOA Amendments").

D. All capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein.

**NOW THEREFORE**, the Association hereby declares as follows:

1. To clarify terms and conditions set forth in the Declaration and the Plats, maintenance and repair of all platted and private Roads and utility access and drainage easements located within the Project are a Common Expense, including snow removal therefrom.
2. Filing 3 Parcel J, known as The Cabins, is also known as Falls Creek. Filing 3 Parcel K, known as The Homestead, is also known as The Retreat.

Please return to:  
Katie Campbell, Paralegal  
Garfield & Hecht, P.C.  
P.O. Box 5430  
Avon, CO 81620

3, Section 16.18.3 is clarified in part with the addition of the following language at the end of the second paragraph: "The repair and maintenance of such foot trail and five parking spaces may be considered a Common Expense of the Association."

4. Colorado Common Interest Ownership Act Compliance. In accordance with the CIOA Amendments, the Declaration is hereby amended as follows:

A. Signs. Article 4, Association Functions and Duties, is hereby amended in part by the addition of the following new Section 4.11.4.8:

"4.11.4.8 No rule or action by the Association shall interfere with an Owner's right to display flags, banners, signs, pennants or similar items that are political or of patriotic expression in nature from any balcony or in a window of their improvement(s) located on a Lot, unless it is political in nature and is displayed within forty-five days before an election day or seven days following an election day."

B. Books and Records. Section 4.17 is hereby amended by deleting it in its entirety and replacing it with the following new Section 4.17:

"Section 4.17 Records.

4.17.1 The Association shall keep records including, but not limited to, all financial records, Association minutes and Board actions, Association governing documents, and Owner information, sufficiently detailed to enable the Association to comply with the Act, as amended from time to time.

4.17.2 All records required by Section 38-33.3-223 of the Act shall be made reasonably available for examination by any Owner or such Owner's authorized representative(s) during normal business hours and under other reasonable circumstances. As used herein, "reasonably available" means available during normal business hours, upon notice of five (5) business days, to the extent that (i) the request is made in good faith and for a proper purpose, (ii) the request describes with reasonable particularity the records sought and the purpose of the request, and (iii) the records are relevant to the purpose of the request.

4.17.3 The Association may charge a fee, not to exceed the Association's actual cost per page, for copying such materials."

C. Section 16.1, General Restrictions, is hereby amended in part by the addition of the following new Sections 16.1.26 and 16.2.17:

"16.1.26 Emergency Vehicles. Notwithstanding any other provision of this Declaration to the contrary, the Association shall not prohibit the parking of a motor vehicle by an Owner or Owner's tenant on a street, driveway, or guest parking area in the common interest community if the vehicle is required to be available at designated periods at the Owner's residence as a condition of the Owner's or Owner's tenant's employment and all of the following criteria are met: (i) the vehicle has a gross vehicle weight rating of ten thousand pounds or less; (ii) the Owner or Owner's tenant is a bona fide member of a volunteer fire department or is employed by an emergency service provider; and (iii) parking of the vehicle can be accomplished without obstructing

emergency access or interfering with the reasonable needs of other Owners to use streets and driveways within the common interest community.

16.1.27 Fire Prevention. The Association shall not prohibit the replacement by an Owner of cedar shakes or other flammable roofing materials with nonflammable roofing materials for fire prevention or fire suppression purposes. The Association may, in accordance with Article 15, specify reasonable standards for the color, appearance and general type of nonflammable roofing materials that are used to replace flammable roofing materials, but may not require the use of nonflammable materials that exceed the replacement cost of the flammable materials for which they are being substituted."

D. Section 17.2, Amendment, is hereby amended in part with the addition of the following language:

(a) In the third line, delete the words "or more".

(b) In the fifth line at the end of the sentence ending "...in such provision." delete the period and add "; and provided that the amendment does not conflict with C.R.S. §38-33.3-217(1)(a)(III)(B, C, D or E), §38-33.3-217(4)(b), §38-33.3-103(21.5), or §38-33.3-217(7)."

5. Property Use Restrictions and Acknowledgements. Article 16 is hereby amended, in part, as follows:

A. Section 16.1.4 is deleted in its entirety and replaced with the following:

"16.1.4. Antennae. Owners and their guests or lessees may install, maintain and use any exterior radio, television, microwave, satellite dish or other antennae or signal capture and distribution device if such device is less than one meter in diameter and is used only on their own and exclusive property. Installation of any and all such devices shall be subject to prior written approval by the Design Review Board and regulation by the Federal Communications Commission and other applicable laws in effect from time to time."

B. Section 16.1.5 is amended, in part, with the addition of ", permitted horses" in the first sentence after "..., except dogs, cats", and the deletion of "..., including, but not limited to, the Golf Course" at the end of the last sentence.

C. Section 16.1.6 is amended, in part, by the deletion of "(iii) such horses shall be kept in a manner so as to cause no impact, whether audible, odoriferous or otherwise, upon other Lots or the Owners thereof, and shall be maintained so as to cause no nuisance;" in the seventh line.

D. Section 16.1.20 is amended, in part, with the addition of "replacements and maintenance thereto" at the end of the first sentence.

E. Section 16.1.21 is amended, in part, with the addition of "in cooperation with the appropriate governing municipal authority" at the end of the sentence.

- F. Section 16.1.22 is amended, in part, with the addition of the sentence "Notwithstanding the foregoing, this restriction shall be subject to permissibility of equestrian use of Equestrian Lots." at the end of the paragraph.
- G. Section 16.14. is amended, in part, with the addition of the following sentence at the end of the paragraph: "To the extent horses are permitted on any Lot by Developer or any appropriate municipal governing body, watering requirements are subject to the Annexation Agreement and shall be uniformly adopted and applied by the Design Review Board."

IN WITNESS WHEREOF, the undersigned Board members and officers, on behalf of the Association, have hereunto set their hands and affixed the corporate seal as of September 28, 2007.

BRIGHTWATER CLUB PROPERTY OWNERS ASSOCIATION, a Colorado non-profit corporation



By: [Signature]  
 Name: STANLEY C. HOBBS  
 Title: J.P.

STATE OF COLORADO     )  
   ) ss.  
 COUNTY OF EAGLE         )

The foregoing was acknowledged before me on this 28 day of September, 2007 by Jim Higgins as Vice President of Brightwater Club Property Owners Association, a Colorado Nonprofit corporation.

Witness my hand and official seal.  
 My commission Expires: 5/14/11

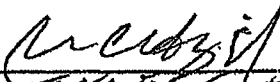
[Signature]  
 Notary Public

**KATHRYN M. CAMPBELL**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
 My Commission Expires 05/14/2011

**CERTIFICATION**

The undersigned officer of Brightwater Club Property Owners Association, hereby certifies that all necessary persons have approved this First Amendment to Declaration as required by Section 17.2 of the Declaration.

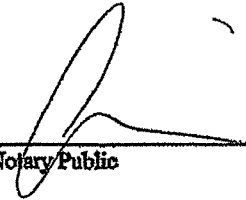
**BRIGHTWATER CLUB PROPERTY OWNERS  
ASSOCIATION, a Colorado nonprofit corporation**

By:   
Name: JAMES C. HIGGINS  
Title: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EAGLE     )

The foregoing was acknowledged before me on this 12 day of NOVEMBER, 2007 by JAMES C. HIGGINS, as VICE PRESIDENT of Brightwater Club Property Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission Expires: \_\_\_\_\_

  
Notary Public

Eileen Duke  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 05/30/2011

**JOINDER OF LIENOR**

Cypress Lending Group, Ltd., a Florida limited partnership ("Lender"), the beneficiary under that certain Deed of Trust recorded at Reception No. 200702357 and in the Office of the Clerk and Recorder of Eagle County, Colorado, for itself, its successors and assigns, approves the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Brightwater Club, which affects the property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deed of Trust of which Lender is a beneficiary shall impair, invalidate, supersede or otherwise affect the covenants, conditions restrictions and easements established by that Declaration or any amendment or supplement thereto.

CYPRESS LENDING GROUP, LTD., a Florida limited partnership

By: Robert P. Grammen  
Name: ROBERT P. GRAMMEN  
Title: MANAGING MEMBER

STATE OF Florida )  
COUNTY OF Collier ) ss.

The foregoing instrument was acknowledged before me this 9 day of November, 2007, by Colleen Birkland as TR. TRST. of Cypress Lending Group, Ltd., a Florida limited partnership.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: August 18, 2008  
Wylla Colleen Birkland  
Notary Public

