



Supplemental Declaration of Covenants, Conditions, Restrictions and Agreements for the Pointe at Castle Pines

This Supplemental Declaration of Covenants, Conditions, Restrictions and Agreements. (“Supplemental Declaration”) is made as of the 18th day of January, 2001, by The Renaissance Group LLC, A Colorado limited liability company, doing business as Castle Hawk Development & Designs (“Declarant” or “Castle Hawk”) and The Castle Pines Golf Club, INC., a Colorado non-profit corporation (the “Club”).

Recitals

- A. Declarant owns that certain real property in the County of Douglas (“County”), State of Colorado legally described as Castle Pines Village Filing 29, Reception Number 01002527 (“Elk Pointe”) and Castle Pines Village Filing 31, Reception Number 092432 (“Eagle Pointe”) (collectively, the “Property” or “The Pointe”).
- B. Contemporaneously herewith, Declarant has recorded its Declaration of Annexation for Castle Pines Village Filings No. 29 & No. 31 (the “Declaration of Annexation”) annexing The Pointe into Castle Pines Village and subjecting the Property to the Amended and Restated Castle Pines Declaration and Agreement Creating Covenants, Conditions, Restrictions and Easements (the “Castle Pines Declaration”) dated May 2, 1989 and recorded on May 5, 1989 in the records of the Clerk and Recorder of Douglas County, Colorado (the “Records”) in Book 852 at Page 981.
- C. A portion of the Property is adjacent to the golf course (the “Golf Course”) owned by the Club, legally described as Castle Pines Golf Club Filing, Reception Number 270372.
- D. Contemporaneously herewith, Declarant will sell and convey the following portions of the Property to the Club:
 - i. Eagle Pointe Tracts A and B; and
 - ii. Elk Pointe Tracts A, B, C, D, E, H, K, M and N, and Lot 13; (collectively, the “Club Property”).
- E. Contemporaneously herewith, Declarant will sell and convey the following portions of the Property to the Conservation Fund, a Maryland non-profit corporation (the “Conservation Fund”):
 - i. Eagle Pointe Lot 8; and
 - ii. Elk Pointe Tract Q, and Lots 6 and 12; (collectively, the “Conservation Fund Property”).
- F. Castle Hawk intends to sell the Lots within the Property (other than the Club Property and the Conservation Fund Property) for residential development (the “Castle Hawk Property”).



- G. Declarant, as the owner of all of the Property, desires to make and record this Supplemental Declaration to establish certain covenants, conditions and restrictions on the Property, to establish certain restrictions on the Golf Course Lots (defined in paragraph 1.7 below) for the benefit of the Property and the Club, and to provide the Club and its successors and assigns with certain approval rights regarding certain portions of the Castle Hawk Property.
- H. Additionally, Declarant desires to make and record this Supplemental Declaration to supplement the guidelines and requirements contained in the Castle Pines Declaration and Development Guide, to establish additional design guidelines for homes and other improvements on Lots in The Pointe, and to establish a means to provide for and maintain the area within The Pointe as an exceptional, pleasant and desirable environment for all its residents.

Now, Therefore, Declarant hereby establishes and declares that the Property shall be held, sold and conveyed subject to the following terms, covenants, conditions, approval rights, obligations and agreements which shall be deemed to run with the Property, benefit the Golf Course and shall be a burden and a benefit to Declarant, Declarant's respective successors and assigns, and any persons acquiring or owning an interest in the Property or any portion thereof, their grantees, successors, heirs, personal representatives, executors, administrators, devisees or assigns.

ARTICLE 1.

Definitions and Rights

- 1.1. **Building Envelope.** "Building Envelope" shall mean that certain area of a Lot, identified on the Exhibits hereto, within which One Hundred Percent (100%) of the primary residential Improvements, garages and outbuildings must be constructed, unless a variance has been issued by The Pointe Design Review Committee. (Note: As to the Golf Course Lots only, variances must also be approved by the Club; provided, however, the Club does not have the authority to issue variances independent of the approval of The Pointe Design Review Committee). There are no Building Envelopes applicable to Eagle Pointe Lots 7 and 8, or to Elk Pointe Lots 6, 12 and 13.
- 1.2. **CPV Design Guide.** "CPV Design Guide" shall mean the Castle Pines Design Guide and Custom Home Design Procedural Criteria adopted by the Castle Pines Design Review Committee, as amended from time to time.
- 1.3. **CPV Design Review Committee.** "CPV Design Review Committee" shall mean the committee formed pursuant to paragraph 15 of the Castle Pines Declaration to perform the duties and functions delegated and assigned to it in the Castle Pines Declaration.
- 1.4. **The Pointe Design Guide.** "The Pointe Design Guide" shall mean the Design Guidelines adopted by Declarant to supplement the CPV Design Guides for use within The Pointe, as amended from time to time.



- 1.5. The Pointe Design Review Committee. “The Pointe Design Review Committee” shall mean the committee formed by Declarant to perform the duties and functions delegated and assigned to it by this Supplemental Declaration.
- 1.6. Drainage Plan. “Drainage Plan” shall mean the County approved Phase III Drainage Study for Eagle Pointe and Elk Pointe, as applicable.
- 1.7. Golf Course Lot. “Golf Course Lot” shall mean those certain Lots within the Castle Hawk Property that border the Golf Course, identified as Elk Pointe: Lots 1, 3 and 9; and Eagle Pointe: Lots 2 and 4.
- 1.8. Improvement. “Improvement” shall mean all structures and improvements located upon or made to a Lot and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, spas, patio covers, awnings, roofing, trash containers, mail boxes, satellite dishes, additions, walkways, outdoor sculptures or artwork, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior tanks, solar equipment, exterior air conditioning and water softener fixtures, but excluding Landscaping, as herein defined.
- 1.9. GCL Improvement. “GCL Improvement” shall mean all Improvements located upon or made to a Golf Course Lot.
- 1.10. Landscape Plan. “Landscape Plan” shall mean the original or any new plan for Landscaping a Lot, which shall conform to both the CPV Design Guide and The Pointe Design Guide, and which, in the case of the GCL Restricted Area of the Golf Course Lots only, shall be subject to review and approval by the Club.
- 1.11. GCL Restricted Landscaping. “GCL Restricted Landscaping” shall mean all landscape improvements made within the GCL Restricted Area of a Golf Course Lot, including, but not limited to, trees, hedges, plantings, shrubs, sod or grass, or landscape bark or rock.
- 1.12. Lot. “Lot” shall mean a physical portion of the Property which is designated for separate ownership or occupancy and the boundaries of which are depicted upon the Plat.
- 1.13. Plat. “Plat” shall mean the County approved subdivision plat of Elk Pointe and/or Eagle Pointe.
- 1.14. GCL Restricted Area. “GCL Restricted Area” shall mean the portion of each of the Golf Course Lots within which Improvements are prohibited (except as expressly provided in Article 3 hereof) and Landscaping is subject to the approval of the Club. The GCL Restricted Area for each Golf Course Lot starts at the common border between the Lot and the Golf Course (the “Golf Course Property Line”), and ends at the “Building Setback Line” as shown on the Plat.



- 1.15. Owner. "Owner" shall mean the Person, including Declarant or the Club, or, if more than one, all Persons collectively, who hold fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.
- 1.16. Person. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company or any other entity permitted to hold title to real property pursuant to Colorado law.
- 1.17. Change in Control Date. "Change in Control Date" shall mean the date that Declarant closes on its sale of its last Lot within The Pointe.

ARTICLE 2.

Restrictions and assessments Applicable to the Castle Hawk Property
(Eagle Pointe Lots 1 - 7; Elk Pointe Lots 1 - 5 and 7 - 11)

All real property within the Castle Hawk Property shall be held, used, and enjoyed subject to the following limitations and restrictions.

- 2.1. Compliance with Plat. Castle Hawk and the Club have previously agreed on the Plat for the Property. Castle Hawk, its successors and assigns and any future Owner of a Lot shall comply with all provisions of the Plat. Castle Hawk and any future Owner shall not seek to modify any provision of the Plat without the approval of the Club as provided herein.
- 2.2. Compliance with Drainage Plan. Castle Hawk and the Club have agreed on the Drainage Plan for the Lots. Castle Hawk, its successors and assigns and any future Owner of a Lot shall comply with all provisions of the Drainage Plan. Following the completion of the overall grading of the Lots in accordance with the Drainage Plan, there shall be no interference with the established drainage pattern over the Lots. Owners of the Golf Course Lots shall take reasonable steps to prevent or control erosion on the Golf Course Lots onto the Golf Course as a result of storm water drainage and run off from the Golf Course Lots. Castle Hawk and any future Owner shall not seek to modify any provision of the Drainage Plan for the Lots without the approval of the Club as provided herein.
- 2.3. Compliance with CPV Design Guide and The Pointe Design Guide. Each Owner of a Lot shall obtain the approval of The Pointe Design Review Committee in accordance with The Pointe Design Guide, and the CPV Design Review Committee in accordance with the CPV Design Guide, prior to the construction of any Improvements or the installation of any Landscaping on any Lot. All Landscaping shall be completed as soon as practicable after the completion of the residential Improvements to a Lot. Any subsequent modifications, additions or changes to any Improvements or Landscaping shall be approved in advance of installation by both The Pointe Design Review Committee and the CPV Design Review Committee. In the event the CPV Design Review Committee fails to enforce the requirements of the CPV Design Guide, Castle Hawk may (but shall not be obligated to) enforce such requirements as



long as it owns any of the Castle Hawk Property, and, as to the Golf Course Lots only, the Club may (but shall not be obligated to) enforce such requirements.

2.3.1 Within each step of the design review and approval process, an Owner must first complete that step with The Pointe Design Review Committee, and then subsequently with the CPV Design Review Committee. Prior to initiating any design work, The Pointe Design Review Committee should be consulted to obtain any additional information relating to the design process.

2.4. The Pointe Design Review Committee. The Declarant reserves the right to appoint all of the members of The Pointe Design Review Committee for so long as either the Declarant or Gregory C. Mosher owns any Lots or parcels within The Pointe, after which the members of The Pointe Design Review Committee shall be elected by the Owners within The Pointe at an annual meeting conducted in the same fashion as is provided in the Castle Pines Declaration. The Pointe Design Review Committee shall have the right and power to assess appropriate fees to applicants to cover the costs of the design review process.

2.4.1 Variances. The Pointe Design Review Committee shall have the right and power to grant variances from The Pointe Guides where appropriate, including modifications to Building Envelopes, subject to the approval rights of the Club as to the Golf Course Lots only. (Note: The Club does not have the authority to issue a variance without the approval of The Pointe Design Review Committee.)

2.5. Supplemental Assessments/The Pointe Amenities. Declarant has installed certain common area landscaping and common area entry features within The Pointe, including but not limited to the entry gates and landscape features within the right of way, or adjoining the right of way, of Eagle Pointe Lane, Elk Pointe Lane, and Elk Pointe Trail ("The Pointe Amenities"), which the Castle Pines Homes Association (the "Association") has agreed to maintain. However, The Pointe Amenities exceed the scope and quality of the amenities generally installed and/or maintained by the Association with the regular monthly assessments collected by the Association in accordance with the Castle Pines Declaration. Accordingly, the Lots within the Castle Hawk Property shall be subject to Supplemental Assessments to pay the costs and expenses of maintaining The Pointe Amenities. The Association is hereby empowered to assess, collect and administer these Supplemental Assessments (monthly, seasonally or annually) in the same fashion and with the same rights, remedies and powers of enforcement as are provided in the Castle Pines Declaration for the assessment and collection of the regular monthly assessments, and to use the proceeds thereof to maintain The Pointe Amenities (subject, however, to the limitations on assessments as to the Club Property (Elk Pointe Lot 13) and the Conservation Fund Property (Eagle Pointe Lot 8 and Elk Pointe Lots 6 and 12) as set forth in the Declaration of Annexation).



2.5.1 In the event the Association fails or refuses to maintain The Pointe Amenities, The Pointe Design Review Committee shall have the right, power and authority to assess, collect and disburse Supplemental Assessments in order to maintain The Pointe Amenities.

2.6. Golf Course Acknowledgment and Waiver. Declarant and subsequent Owners acknowledge that golf will be played on the Golf Course and that the proximity of play on the Golf Course to the Castle Hawk Property creates a possibility that golf balls struck by golfers will enter upon the Castle Hawk Property, including the Building Envelopes contained therein. Declarant and subsequent Lot Owners covenant and agree for themselves and their respective successors and assigns, lessees, invitees and licensees, to, and hereby do: (i) assume the risk of property damage, bodily injury or death from the playing of golf on the Golf Course, and (ii) irrevocably waive and release Castle Hawk, Gregory C. Mosher, the Club, Club members, guests or others playing golf on the Golf Course and each of their respective successors, assigns, affiliates, subsidiaries, officers, directors, partners, managers, members, employees, and representatives from any and all rights, claims, liabilities, losses, costs and causes of action of every kind and nature whatsoever now possessed or hereafter arising in whole or in part from the existence, design, operation and use of the Golf Course, and the design, configuration and location of each of the Lots and Building Envelopes. These covenants and waivers shall run with the Property, shall be for the benefit of Castle Hawk, Gregory C. Mosher, the Golf Club and the Golf Course and shall be binding upon all successive Owners and lessees of the Property or any part thereof.

ARTICLE 3.

Restrictions Applicable to the Golf Course lots
(Elk Pointe Lots 1, 3 & 9; and Eagle Pointe Lots 2 & 4)

In addition to the matters set forth in Article 2, all real property within the Golf Course Lots shall be held, used, and enjoyed subject to the following additional limitations and restrictions.

3.1. No Improvements in GCL Restricted Areas. No Improvements shall be constructed within a GCL Restricted Area (unless a variance has been granted pursuant to paragraph 3.1.1), and the use of the GCL Restricted Areas shall be limited to landscaping and uses related to the convenience and enjoyment of the residential use of the Lot which do not adversely impact the visual or aesthetic character of the Golf Course.

3.1.1 Variance. Notwithstanding the foregoing prohibition, an Owner may apply to The Pointe Design Review Committee for a variance to construct up to twenty percent (20%) of the primary residential improvements outside of the Lot's Building Envelope (the "Encroaching Improvements"), even if such Encroaching Improvements would be located within the GCL Restricted Area. Provided, how-



ever, in the event that any portion of the Encroaching Improvements would be located within the GCL Restricted Area, the Owner shall not construct said Encroaching Improvements without the consent of the Club.

- 3.2. Landscape Improvements Within the GCL Restricted Areas. No Landscape improvements or modifications shall be implemented within the GCL Restricted Areas until a Landscape Plan has been reviewed and approved by the Club (in addition to the CPV Design Review Committee and The Pointe Design Review Committee).

3.2.1 Maintenance of Trees Within the GCL Restricted Areas. No existing trees within the GCL Restricted Areas equal to or greater than eighteen (18) inches in circumference (measured 4 feet above ground level) shall be removed, damaged or destroyed without the prior approval of the Club as provided herein. Owners shall maintain the health of all trees within the GCL Restricted Area by the spraying or application of pesticides or insecticides when necessary and cooperate with the Club in implementing a systematic program for protection of the trees from attack by pine beetle, ipse beetle, mistletoe, other pests, insects and diseases.

ARTICLE 4.

Restrictions Applicable to Club Property

(Eagle Pointe Tracts A and B; and Elk Pointe Tracts A, B, C, D, E, H, K, M and N, and Lot 13)

The Club Property shall be held, used, and enjoyed subject to the following limitations and restrictions.

- 4.1. No Residential or Commercial Development of Club Property. The Club Property shall be used for Club purposes only including, without limitation, for tee boxes, greens, fairways, tree nursery, cart paths, rough and other areas related to the playing of golf on the Golf Course, and for staging, spectator or press areas or other uses related to golf tournaments on the Golf Course. No residential or commercial Improvements shall be constructed or maintained on the Club Property; provided, however, that this limitation shall not prohibit the Club from constructing on the Club Property maintenance buildings, lightning or rain sheds, temporary shelters, ball washers, benches or other minor improvements related to the playing of golf on the Club Property.



ARTICLE 5.

Club Approval

- 5.1. Required Approvals. Except as provided in Section 5.2, the approval of the Club in accordance with this Article 5 (which approval shall not be unreasonably withheld), shall be required for the following:
 - 5.1.1 Changes or Alterations to the Approved Plat. Any changes or alterations to the previously approved Plat, including, without limitation, changes or alterations to:
 - (i) the layout of the Lots, streets and other infrastructure within the Castle Hawk Property, and
 - (ii) the location of the GCL Restricted Areas and minimum setback requirements for the Golf Course Lots.
 - 5.1.2 Changes or Alteration of Approved Drainage on Lots. Any change or alteration of the previously approved Drainage Plan for the Lots.
 - 5.1.3 Improvements Encroaching Outside of Building Envelope. In accordance with Section 3.1, any Encroaching Improvements that are to be located within the GCL Restricted Areas.
 - 5.1.4 Relocation of Building Envelope into GCL Restricted Area. Any modification to a Building Envelope which would result in any portion of the Building Envelope encroaching into a GCL Restricted Area.
 - 5.1.5 Landscaping Within GCL Restricted Area. Any improvements to or modifications of the Landscaping within a GCL Restricted Area.
- 5.2. Declarant Exemptions. For so long as Declarant is controlled and managed by Gregory C. Mosher, the following provisions shall apply:
 - 5.2.1 Notwithstanding anything to the contrary set forth herein, Club approval shall not be required for any Improvements (except Encroaching Improvements within the GCL Restricted Area of Golf Course Lots) constructed by the Declarant on the Castle Hawk Property.
 - 5.2.2 Notwithstanding anything to the contrary set forth herein, Club approval shall not be required for Landscaping installed by the Declarant on any portion of the Golf Course Lots.
- 5.3. Club Representative. The Club shall designate from time to time an individual or group of individuals with the right, but not the obligation, to enforce the provisions of this Supplemental Declaration and provide the approvals required hereunder ("Club Representative"). The Club's initial Representative shall be Jack A. Vickers.



- 5.4. Address of Club Representative. The initial address of the Club Representative shall be 1000 Hummingbird Drive, Castle Rock, Colorado 80104.
- 5.5. Submission of Plans. Prior to commencement of work to accomplish any proposed change or alteration of the approved Plat or approved Drainage Plan or the construction of any Encroaching Improvements within any GCL Restricted Area within 50 feet of the Golf Course Property Line ("Modification"), the Person proposing to make such Modification including the Declarant ("Applicant") shall submit to the Club Representative at its offices such descriptions, plans or other documents as the Club Representative reasonably may request showing the nature and location of the proposed Modification (the "Plans"). The Club Representative may request in writing the submission of additional plans, specifications or other information reasonably necessary to the review process prior to approving or disapproving the proposed Modification. Until receipt by the Club Representative of all materials requested by the Club in writing in connection with the proposed Modification, the Club Representative may postpone review of any materials submitted for approval, but such review shall not be unreasonably withheld.
- 5.6. Criteria for Approval. The Club Representative shall approve or disapprove any proposed Modification based upon a standard of review as to whether the Modification will have a material adverse impact on the visual or aesthetic character of the Golf Course as an internationally recognized championship golf course or if the Modification will result in physical damage to the Golf Course or the Club Property. The Club Representative may condition its approval of any proposed Modification upon the making of such changes therein as the Club Representative may deem reasonably appropriate.
- 5.7. Failure of Club Representative to Act on Plans. Any request for approval of a proposed Modification shall be deemed approved unless disapproval is transmitted to the Applicant in writing by the Club Representative within thirty (30) days after the date the Club Representative has received all requested materials. The Club shall not unreasonably withhold any such approval.
- 5.8. Prosecution of Work After Approval. After approval of any proposed Modification, the proposed Modification shall be accomplished as promptly and diligently as possible and in complete conformity with: (a) the description of the proposed Modification; (b) any materials submitted to the Club Representative in connection with the proposed Modification; and (c) any conditions imposed by the Club Representative. Owners shall use best efforts to implement the approved Modifications within six (6) months of approval. Failure to complete the approved Modification in accordance with the description furnished to, and the conditions imposed by, the Club Representative, shall constitute noncompliance with the requirements for approval of the Modification.
- 5.9. Notice of Noncompliance. If, as a result of inspections or otherwise, the Club Representative finds that any Modification has been done without obtaining the approval of the Club Representative or was not done in substantial conformity with the description furnished to, and



any conditions imposed by, the Club Representative, the Club Representative shall notify the Applicant in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be reasonably necessary to remedy the noncompliance.

- 5.10. Correction of Noncompliance. The Applicant shall remedy or remove any noncompliance within a period of not more than thirty (30) days from the date the Applicant receives the Notice of Noncompliance or such longer period as the Club Representative may prescribe.
- 5.11. No Implied Waiver or Estoppel. Except as provided in Section 5.7, no action or failure to act by the Club Representative shall constitute a waiver or estoppel with respect to future action by the Club Representative with respect to any Modification. The approval of the Club Representative of any Modification shall not be deemed a waiver of any right to withhold approval for any similar Modification or any similar proposals, plans, or specifications submitted with respect to any other Modification.
- 5.12. Club Representative Power to Grant Variances. The Club Representative may, in its discretion, authorize variances from compliance with any of the restrictions in this Supplemental Declaration which run in favor of the Club. Such variances must be evidenced in writing and shall become effective when signed by the Club Representative. If any such variance is granted, no violation of the provisions of this Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction. Provided, however, a variance granted by the Club shall not negate the need for an Owner to obtain final approval for any such plan and/or variance from The Pointe Design Review Committee.
- 5.13. Nonliability of Club Representative Action. There shall be no liability imposed on the Club, any member of the Club or the Club Representative for any loss, damage, cost, expense or injury arising out of or in any way connected with the performance of the duties of the Club Representative unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Club Representative shall not be responsible for reviewing, nor shall its approval of a Modification be deemed approval of the Modification from the standpoint of safety, whether structural or otherwise, or such Modification's conformance with building codes or other governmental laws or regulations.



ARTICLE 6.

Miscellaneous

- 6.1. Duration. This Supplemental Declaration and each covenant, restriction, condition and undertaking of this Supplemental Declaration will be perpetual.
- 6.2. Modification/Termination. Declarant hereby reserves the right to modify and amend this Supplemental Declaration at anytime prior to the Change in Control Date by recording a written instrument containing the new or modified terms, executed and acknowledged by the Declarant and the Club. Thereafter, this Supplemental Declaration may only be modified or amended by a written instrument executed and acknowledged by the Club and by Persons representing the Owners of seventy percent (70%) of the Lots within The Pointe.
- 6.3. Recordation. No termination, extension, modification, or amendment of this Supplemental Declaration will be effective until a written instrument setting forth its terms, executed and acknowledged in accordance with the provisions of Section 6.2, has been recorded in the Records.
- 6.4. Persons Entitled To Enforce Supplemental Declaration. The Club, The Pointe Design Review Committee, and, for so long as either the Declarant or Gregory C. Mosher owns any Lots or parcels within the Property, the Declarant, shall have the right (but not the obligation) to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Supplemental Declaration against the Property and the Owners thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Supplemental Declaration, and/or an action to enjoin compliance with this Supplemental Declaration. (Note: Lot Owners shall not have the right of enforcement under this Supplemental Declaration in their individual capacities, but instead shall register their complaints or issues with The Pointe Design Review Committee for its consideration and determination, which determination shall be binding and nonappealable).
- 6.5. Third Party Rights. This Supplemental Declaration is intended to and shall create third party beneficiary rights in the Club, its successors and assigns. The Supplemental Declaration shall be a benefit to the Golf Course and any subsequent owners of the Golf Course and any portion thereof. This Supplemental Declaration does not create third party beneficiary rights in Lot Owners acting in their individual capacities.
- 6.6. Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction, and equitable servitude contained in this Supplemental Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not



the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Supplemental Declaration.

- 6.7. Remedies Cumulative. Each remedy provided under this Supplemental Declaration is cumulative and not exclusive.
- 6.8. Costs and Attorneys' Fees. In any action or proceeding under this Supplemental Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.
- 6.9. Limitation on Liability. The Declarant, Gregory C. Mosher, the Club, the Club Representative, and any owner, member, agent, or employee of any of the same shall not be liable to any Person for any action or for any failure to act relating to or arising out of these Supplemental Declarations if the action or failure to act was in good faith and without malice.
- 6.10. Liberal Interpretation/Conflicts. The provisions of this Supplemental Declaration shall be liberally construed as a whole to effectuate the purpose of this Supplemental Declaration. In the event of a conflict between the provisions of this Supplemental Declaration and the provisions of the Castle Pines Declaration, the most restrictive provision shall govern.
- 6.11. Governing Law. This Supplemental Declaration shall be construed and governed under the laws of the State of Colorado. The Pointe is a part of the Castle Pines Village planned community and the recording of this Supplemental Declaration shall not be deemed to have created a new "planned community" or "common interest community" subject to the provisions of the Colorado Common Interest Ownership Act.
- 6.12. Severability. Each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.
- 6.13. Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.
- 6.14. Captions for Convenience. The titles, headings, and captions used in this Supplemental Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Supplemental Declaration.
- 6.15. Exhibits Incorporated. All Exhibits to this Supplemental Declaration are incorporated herein and made a part hereof as if fully set forth herein.

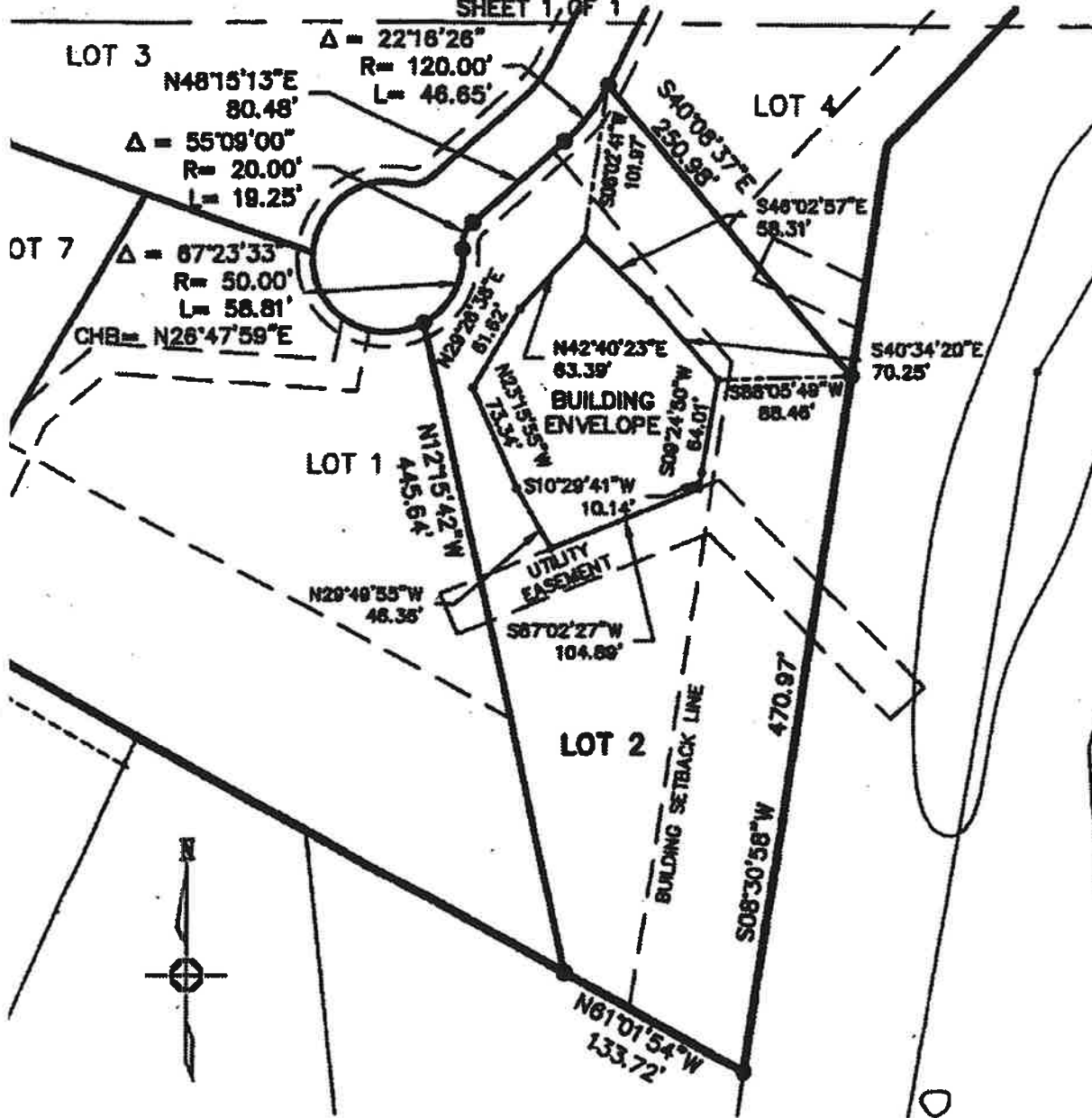


EAGLE POINTE

CASTLE PINES VILLAGE FILING NO. 31

LOT 2 BUILDING ENVELOPE EXHIBIT

SHEET 1 OF 1



0 50 100
SCALE: 1" = 100'



Carroll & Lange
Professional Engineers & Land Surveyors
108 South Union Blvd., Suite 158
Littleton, Colorado 80120
(303) 982-0200



6.12. Severability. Each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

6.13. Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.

6.14. Captions for Convenience. The titles, headings, and captions used in this Supplemental Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Supplemental Declaration.

6.15. Exhibits Incorporated. All Exhibits to this Supplemental Declaration are incorporated herein and made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

THE RENAISSANCE GROUP, LLC,
a Colorado limited liability company
doing business as Castle Hawk
Development & Designs

By: _____

Gregory C. Mosher, President
& CEO; Stephen G. Hood
Sr. Vice President
**THE CASTLE PINES GOLF CLUB,
INC.**,
a Colorado non-profit corporation

By: _____

Jack A. Vickers, President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE

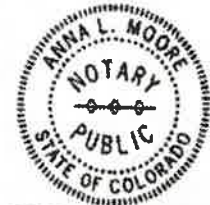
The foregoing instrument was subscribed to and acknowledged before me this 19 day of January, 2001, by Stephen G. Hood, as Sr. Vice President the Renaissance Group, LLC, a Colorado limited liability company doing



business as Castle Hawk Development & Design.

WITNESS my hand and official seal.

My commission expires: June 20, 2004
Anna L. Moore
Notary Public



MY COMMISSION EXPIRES:
JUNE 20, 2004

STATE OF COLORADO }
 } ss.
COUNTY OF ARAPAHOE

The foregoing instrument was subscribed to and acknowledged before me this 18th day of January, 2001, by Jack A. Vickers as President of The Castle Pines Golf Club, Inc., a Colorado non-profit corporation.

WITNESS my hand and official seal.

My commission expires: July 3, 2001
Hilary J. Anderson
Notary Public

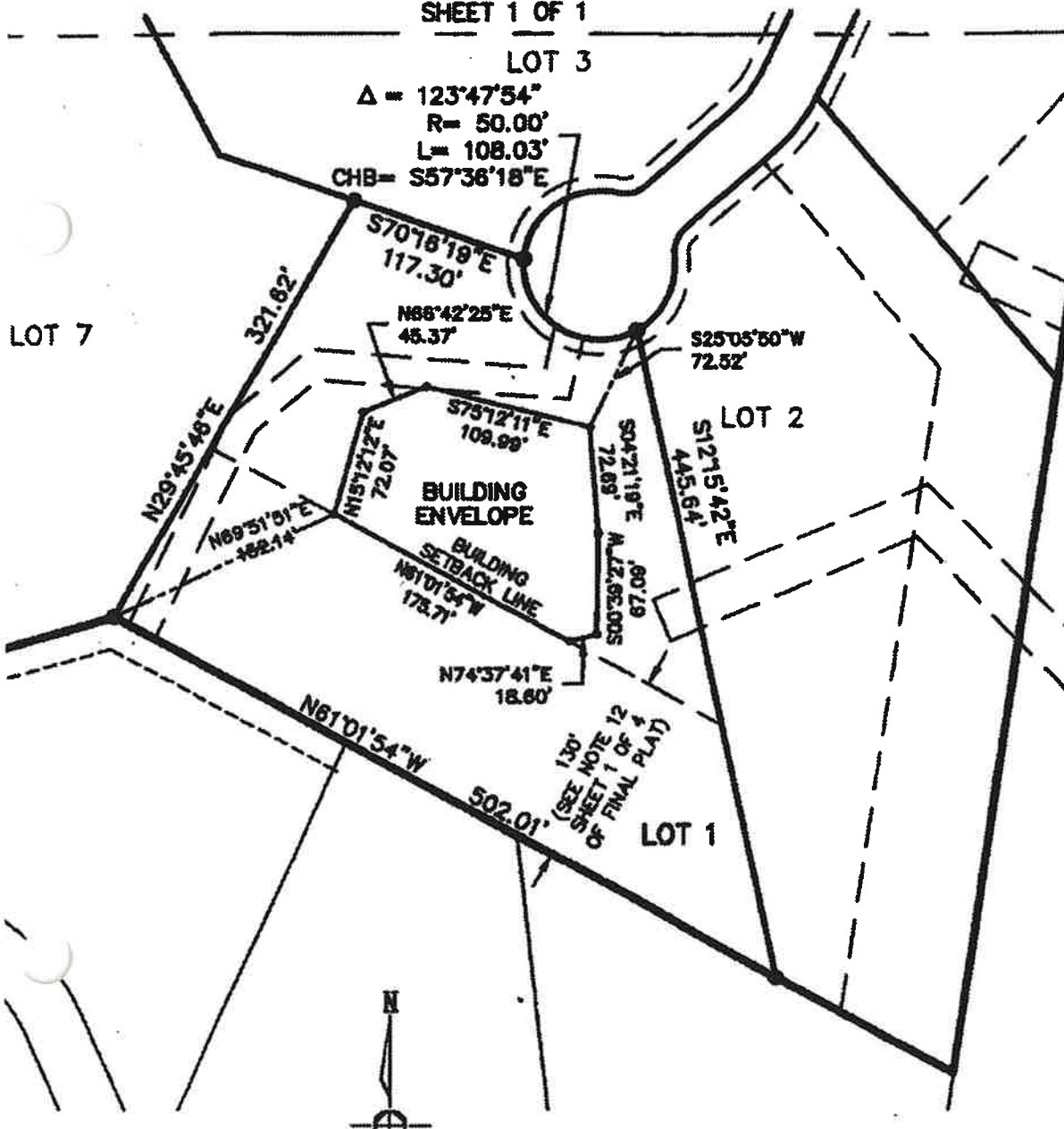


EXHIBIT A

(Building Envelopes)



EAGLE POINTE
CASTLE PINES VILLAGE FILING NO. 31
LOT 1 BUILDING ENVELOPE EXHIBIT
SHEET 1 OF 1



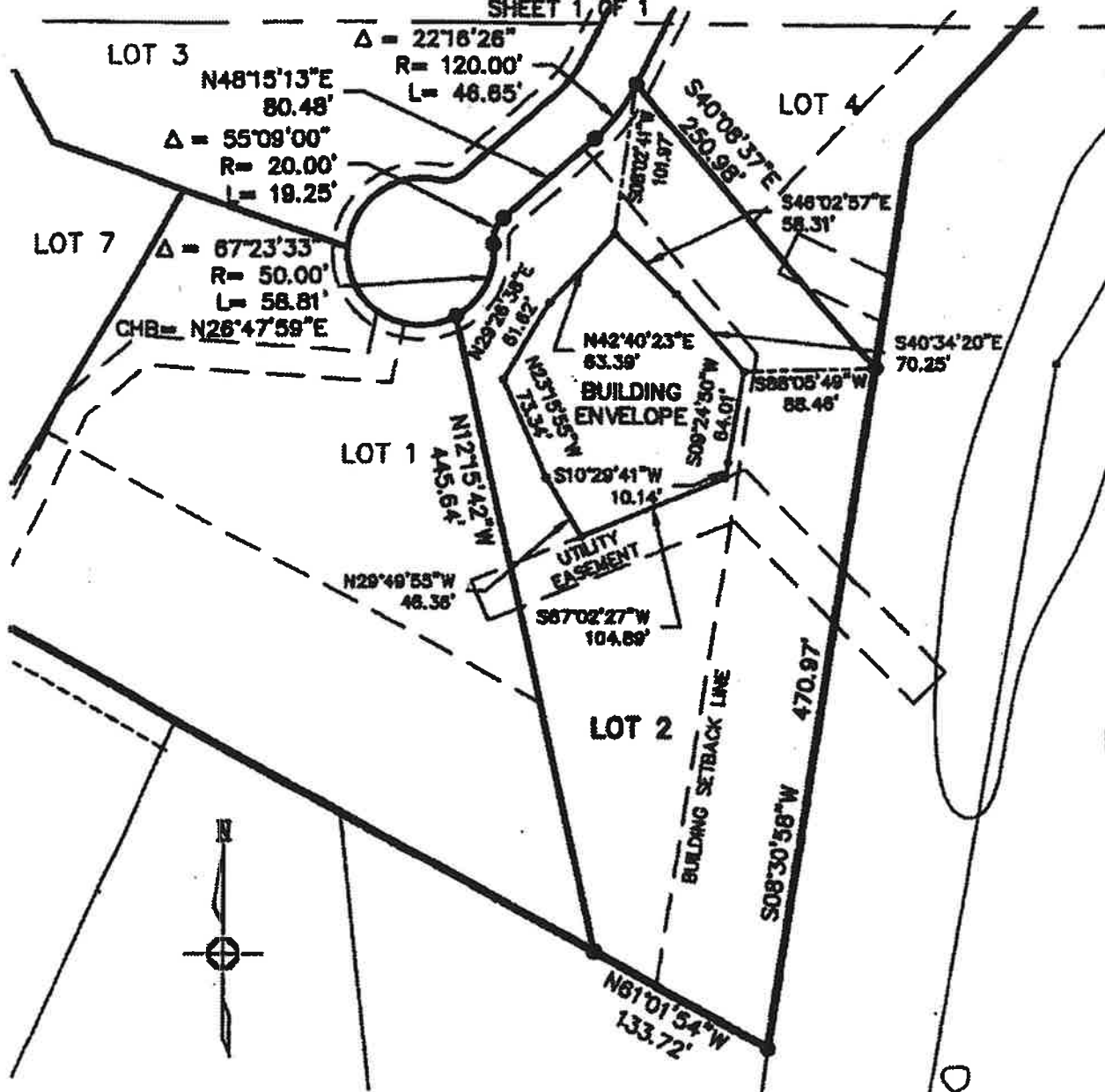


EAGLE POINTE

CASTLE PINES VILLAGE FILING NO. 31

LOT 2 BUILDING ENVELOPE EXHIBIT

SHEET 1 OF 1



0 50 100
SCALE: 1" = 100'



Carroll & Lange
Professional Engineers & Land Surveyors
155 South Union Blvd., Suite 155
Littleton, Colorado 80120
(303) 940-0200

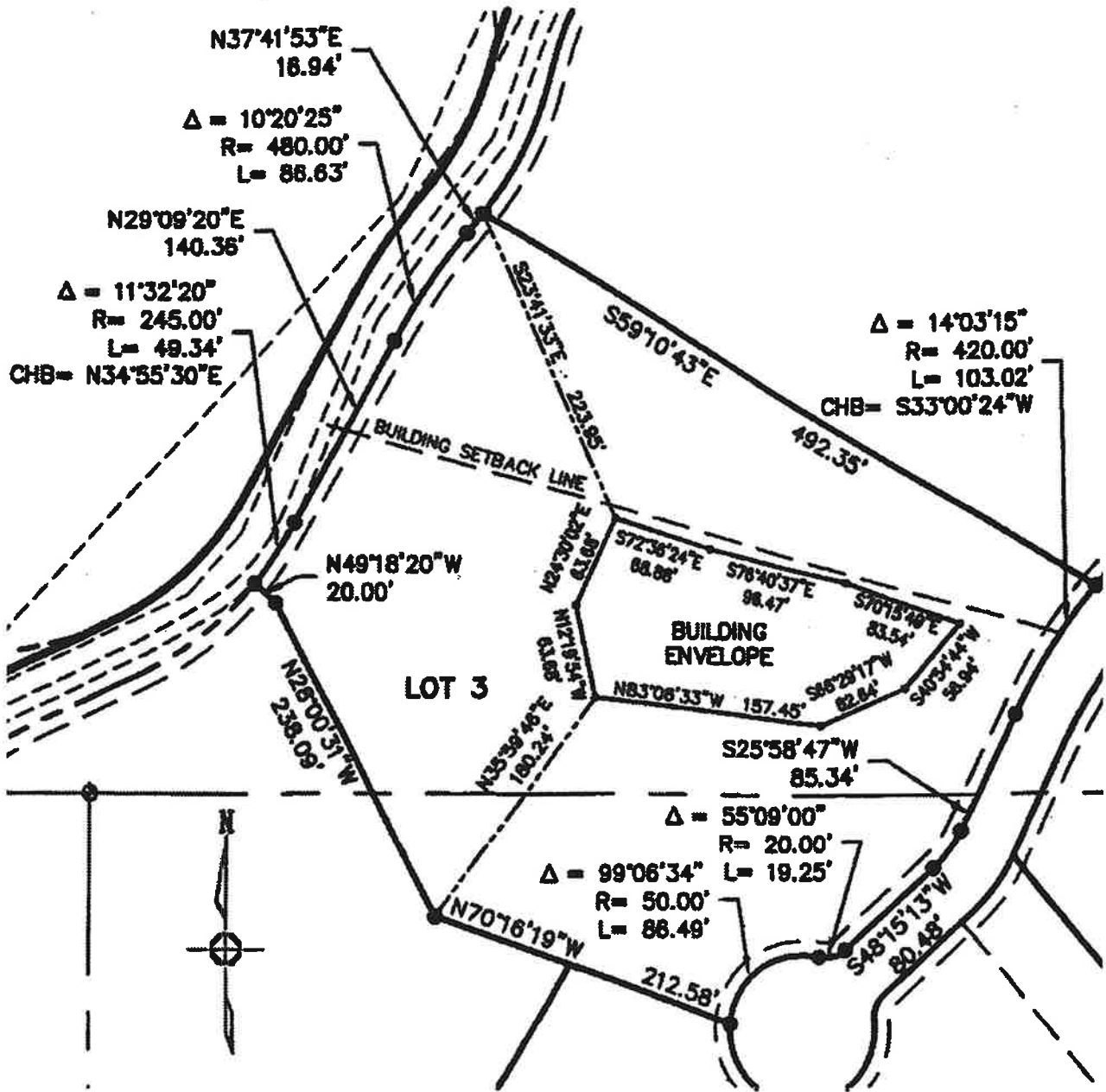


EAGLE POINTE

----- COUNTY OF DOUGLAS -----

CASTLE PINES VILLAGE FILING NO. 31 LOT 3 BUILDING ENVELOPE EXHIBIT

SHEET 1 OF 1



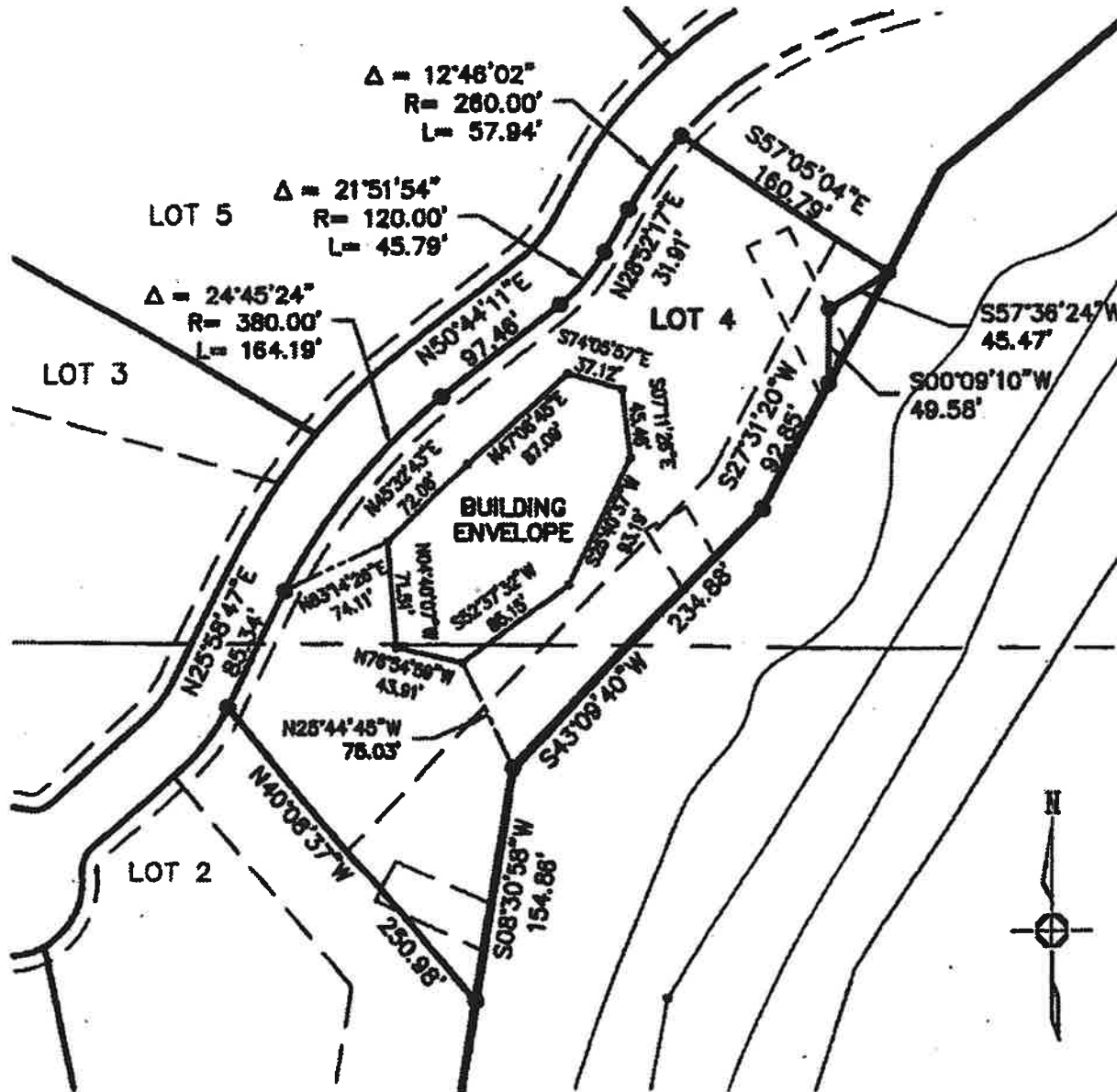
0 50 100
SCALE: 1" = 100'



Carroll & Lange
Professional Engineers & Land Surveyors
168 South Union Blvd., Suite 168
Lafayette, Colorado 80026
(303) 940-0200



EAGLE POINTE
CASTLE PINES VILLAGE FILING NO. 31
LOT 4 BUILDING ENVELOPE EXHIBIT
 SHEET 1 OF 1



0 50 100
 SCALE: 1" = 100'



Carroll & Lange
 Professional Engineers & Land Surveyors
 166 South Union Street, Suite 101
 Lakewood, Colorado 80228
 (303) 982-0208

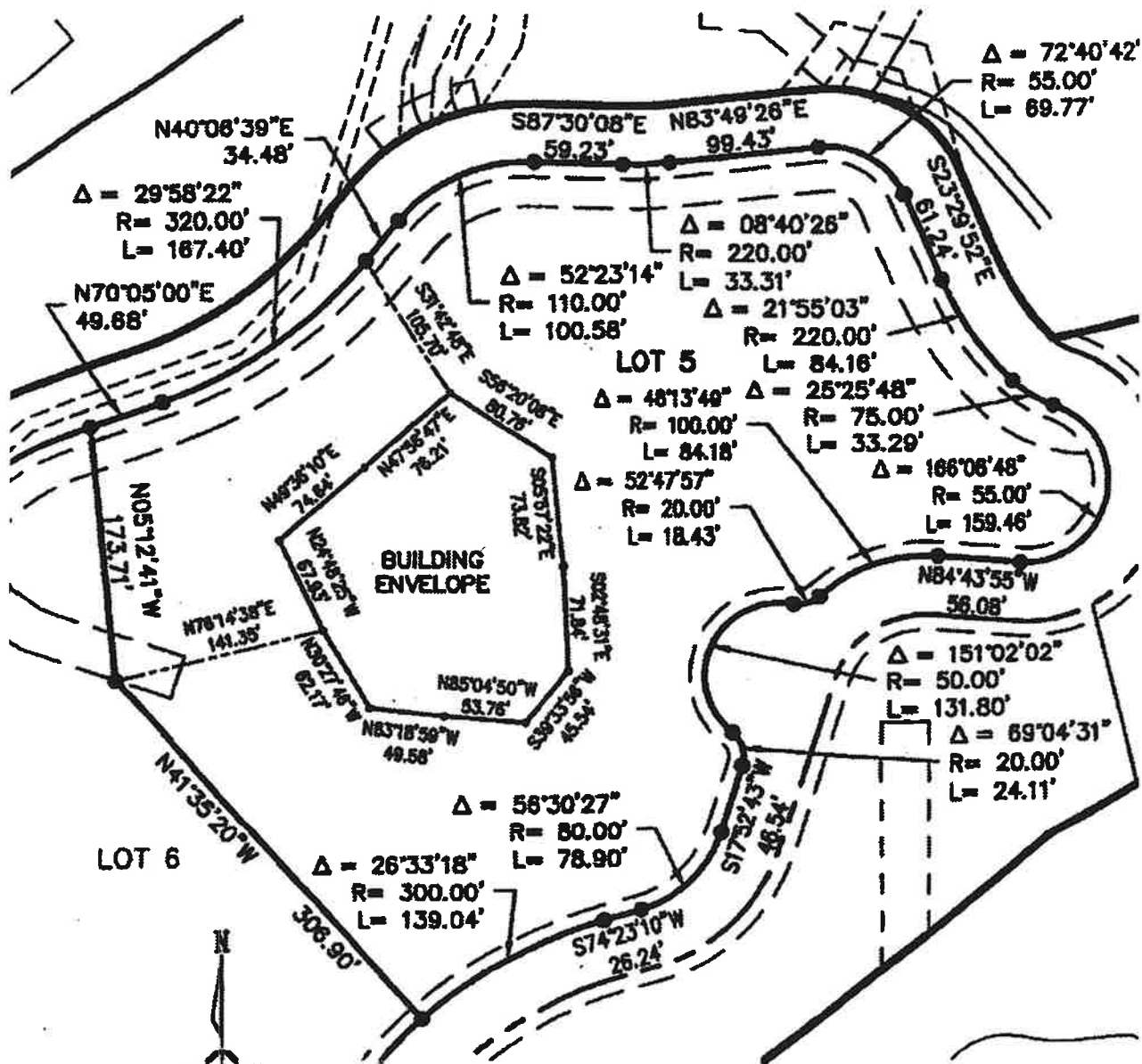


EAGLE POINTE

CASTLE PINES VILLAGE FILING NO. 31

LOT 5 BUILDING ENVELOPE EXHIBIT

SHEET 1 OF 1



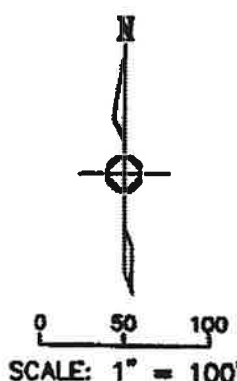
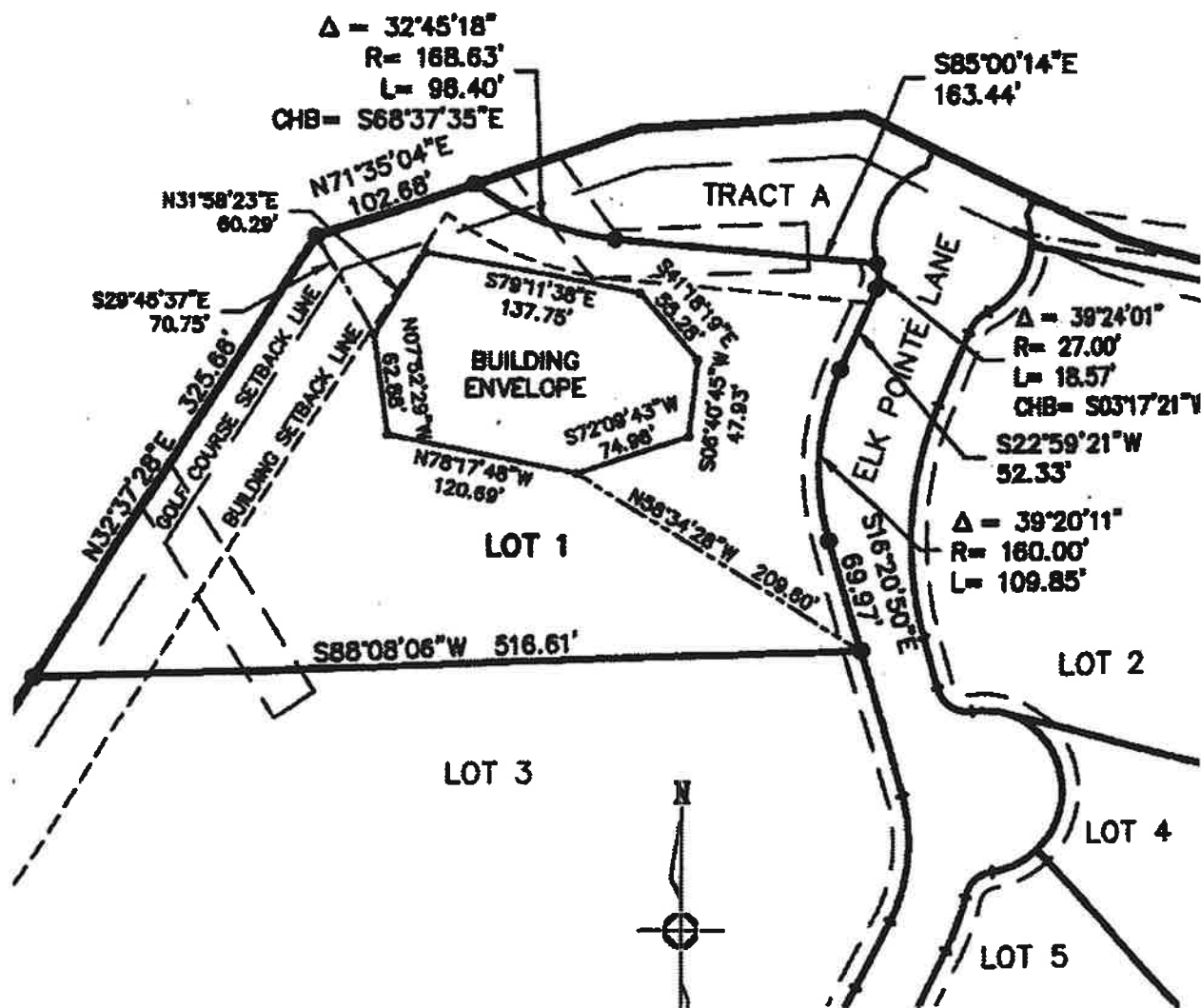
0 50 100
SCALE: 1" = 100'



Carroll & Lange
Professional Engineers & Land Surveyors
168 South Union Blvd., Suite 106
Lafayette, Colorado 80228
(303) 880-6200



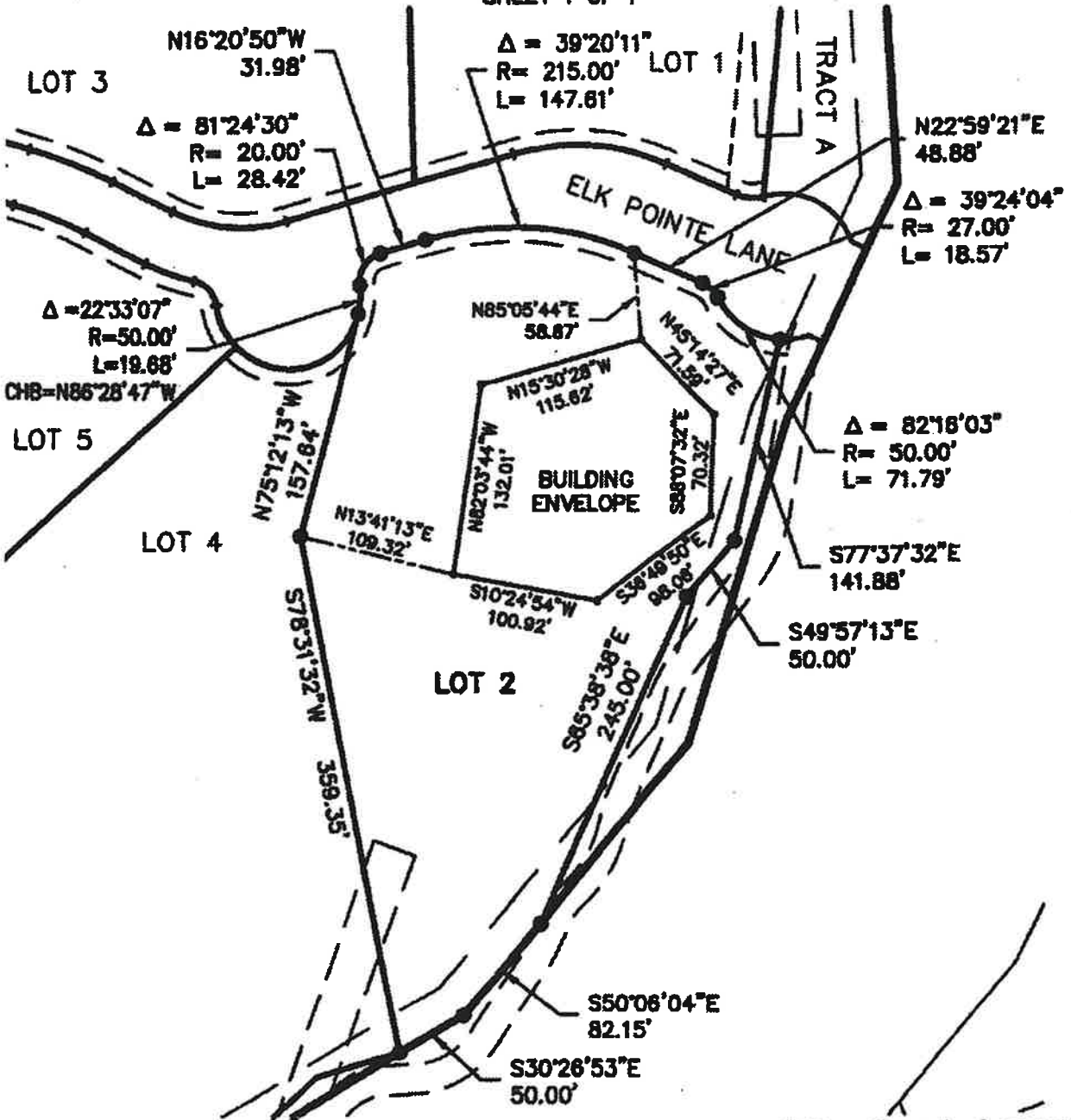
ELK POINTE
 ----- COUNTY OF DOUGLAS -----
CASTLE PINES VILLAGE FILING NO. 29
LOT 1 BUILDING ENVELOPE EXHIBIT
 SHEET 1 OF 1



Carroll & Lange
 Professional Engineers & Land Surveyors
 100 South Union Blvd., Suite 100
 Lakewood, Colorado 80226
 (303) 960-0200



ELK POINTE
 ----- COUNTY OF DOUGLAS -----
CASTLE PINES VILLAGE FILING NO. 29
LOT 2 BUILDING ENVELOPE EXHIBIT
 SHEET 1 OF 1



0 50 100
 SCALE: 1" = 100'



Carroll & Lange
 Professional Engineers & Land Surveyors
 155 South Union Blvd., Suite 156
 Lakewood, Colorado 80226
 (303) 960-0200

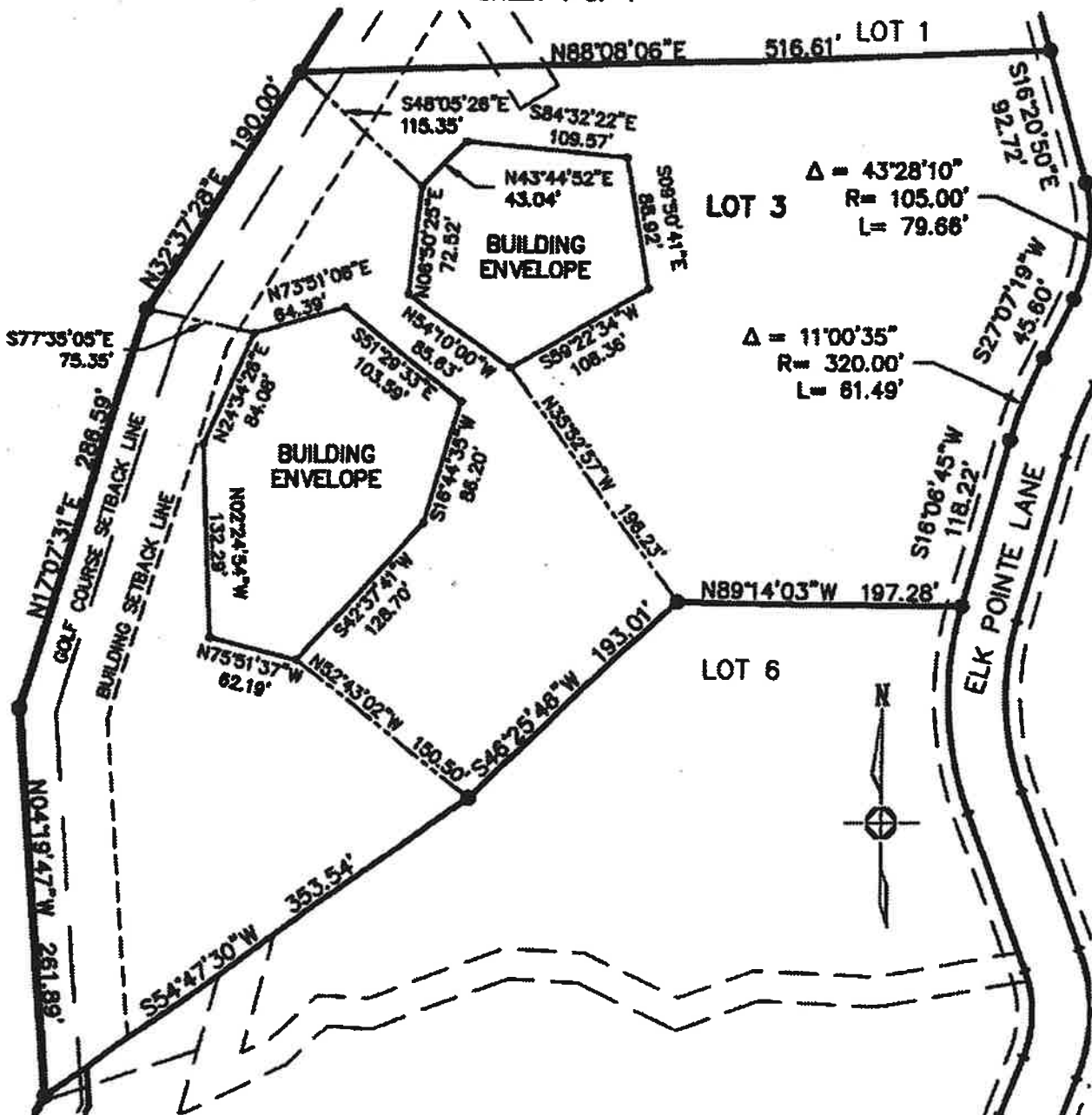


ELK POINTE

----- COUNTY OF DOUGLAS -----

CASTLE PINES VILLAGE FILING NO. 29 LOT 3 BUILDING ENVELOPE EXHIBIT

SHEET 1 OF 1



0 50 100
SCALE: 1" = 100'



Carroll & Lange
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 108
Lakewood, Colorado 80226
(303) 980-0200



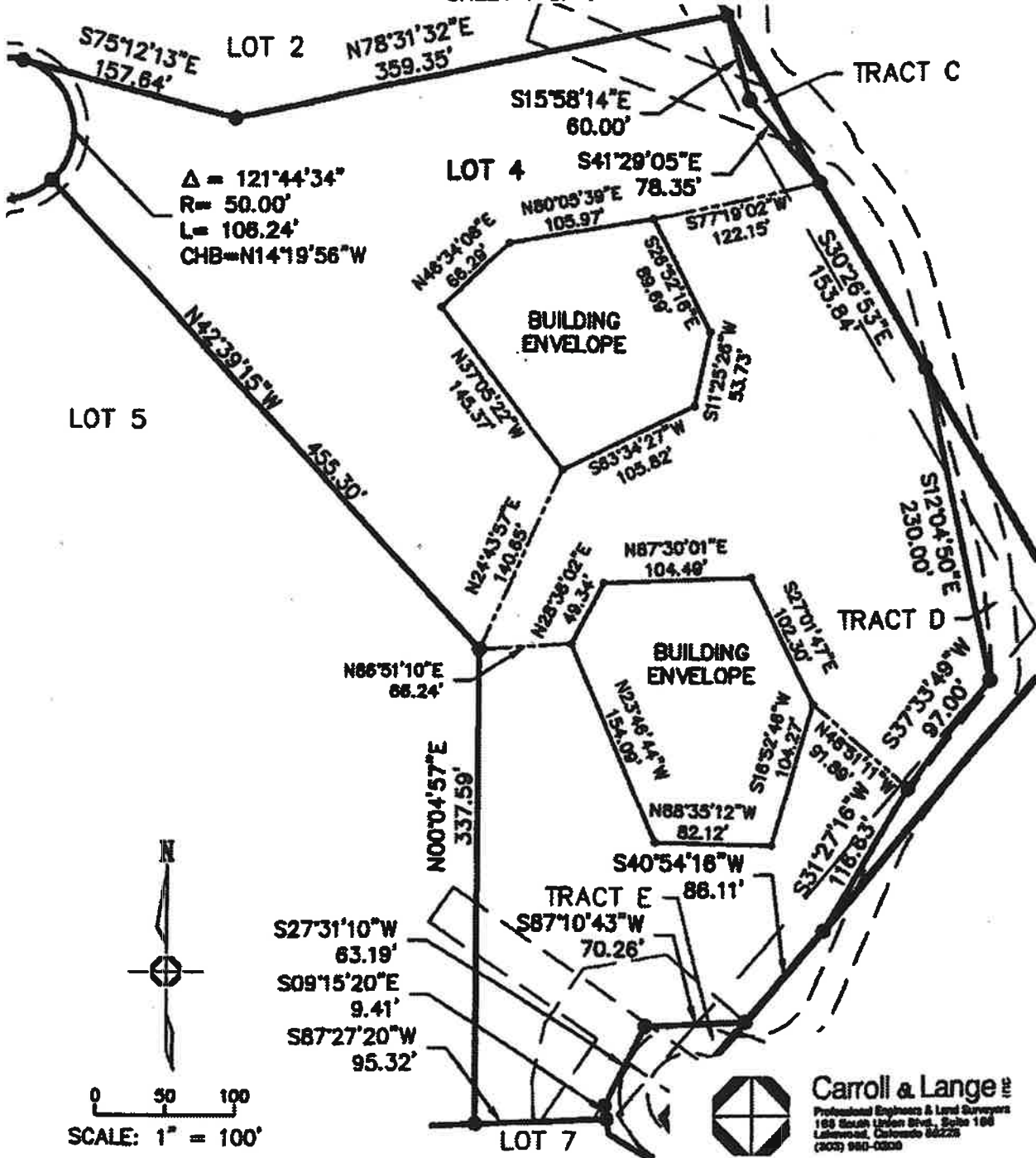
ELK POINTE

----- COUNTY OF DOUGLAS -----

CASTLE PINES VILLAGE FILING NO. 29

LOT 4 BUILDING ENVELOPE EXHIBIT

SHEET 1 OF 1



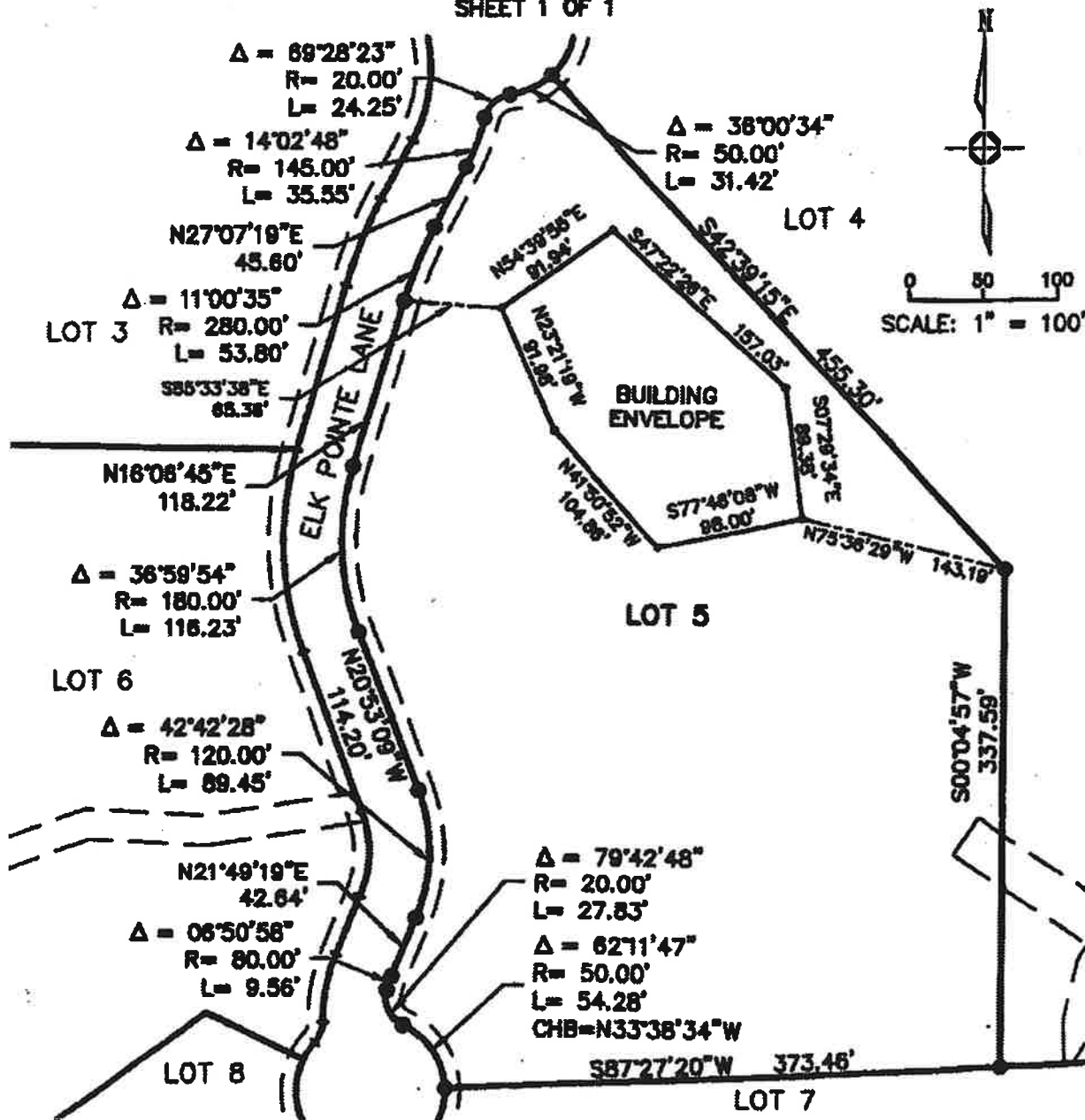
0 50 100
SCALE: 1" = 100'



Carroll & Lange
 Professional Engineers & Land Surveyors
 100 South Union Street, Suite 104
 Lakewood, Colorado 80226
 (303) 980-0300



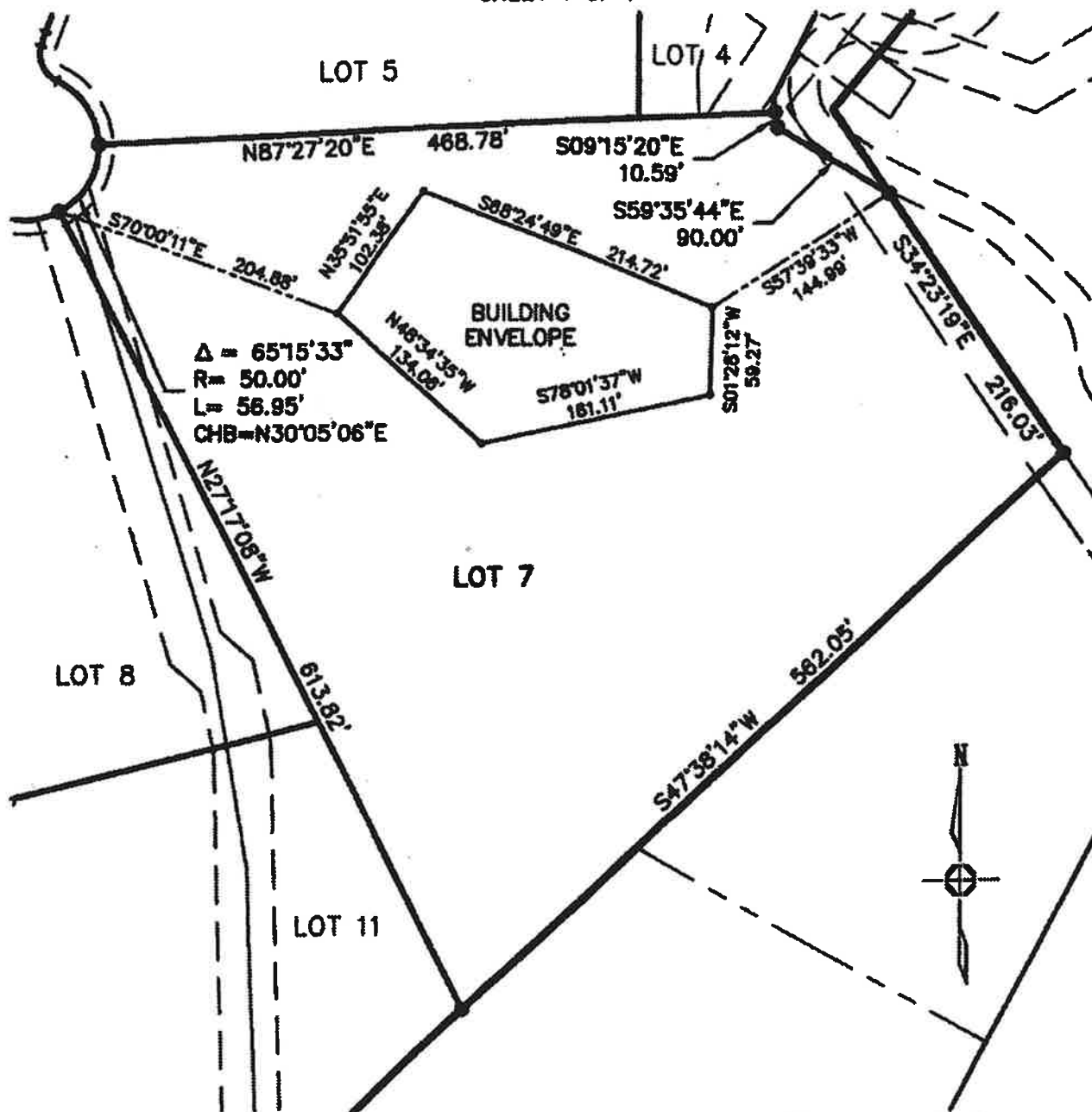
ELK POINTE
CASTLE PINES VILLAGE FILING NO. 29
LOT 5 BUILDING ENVELOPE EXHIBIT
SHEET 1 OF 1



Carroll & Lange
 Professional Engineers & Land Surveyors
 188 South Union Blvd., Suite 188
 Lakewood, Colorado 80226
 (303) 940-0200



ELK POINTE
 ----- COUNTY OF DOUGLAS -----
CASTLE PINES VILLAGE FILING NO. 29
LOT 7 BUILDING ENVELOPE EXHIBIT
 SHEET 1 OF 1



$\Delta = 65^{\circ}15'33''$
 $R = 50.00'$
 $L = 58.95'$
 $CHB = N30^{\circ}05'06''E$



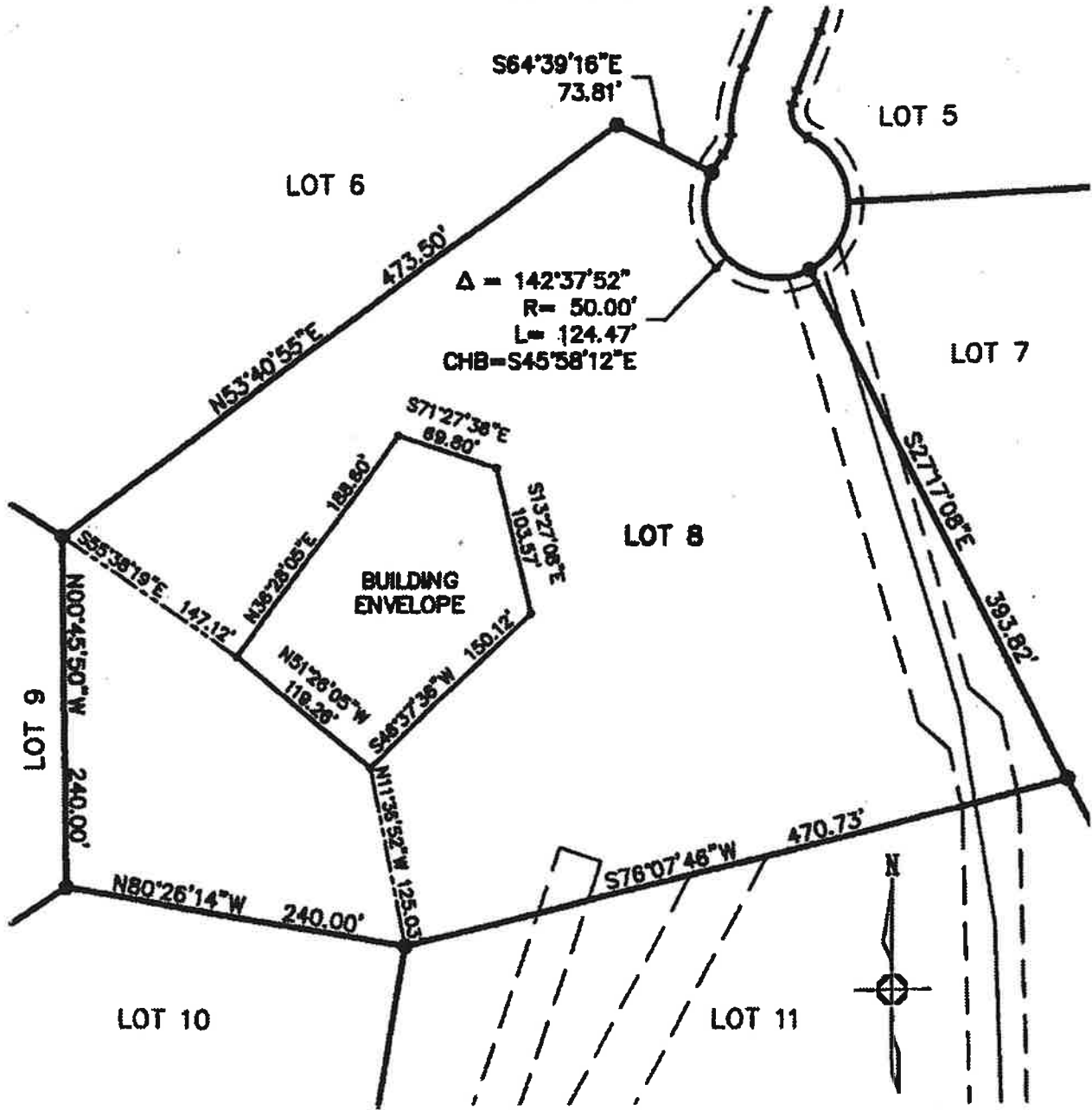
0 50 100
 SCALE: 1" = 100'



Carroll & Lange
 Professional Engineers & Land Surveyors
 168 South Union Blvd., Suite 158
 Lakewood, Colorado 80228
 (303) 980-0200



ELK POINTE
 ----- COUNTY OF DOUGLAS -----
CASTLE PINES VILLAGE FILING NO. 29
LOT 8 BUILDING ENVELOPE EXHIBIT
 SHEET 1 OF 1



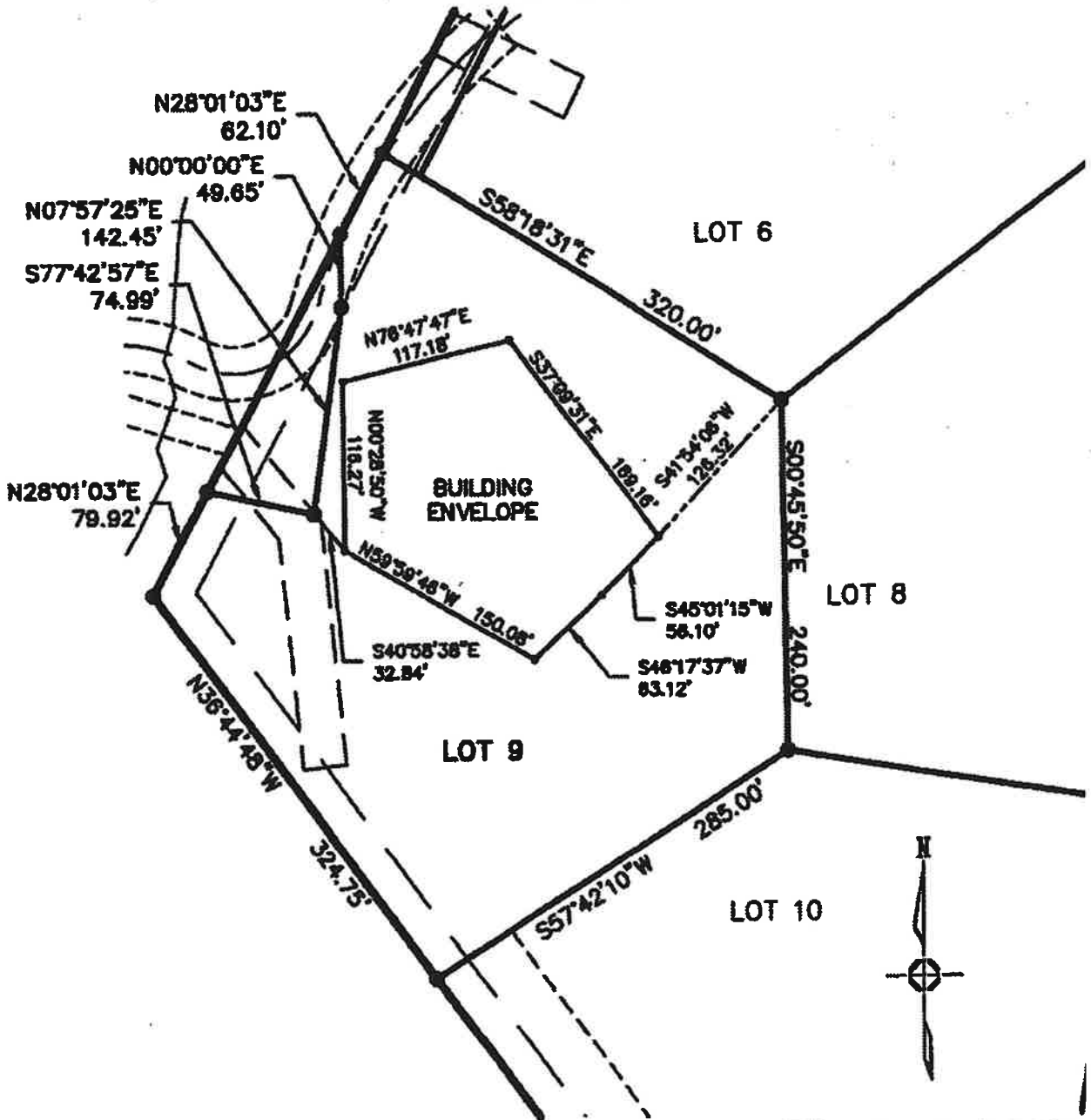
0 50 100
 SCALE: 1" = 100'



Carroll & Lange
 Professional Engineers & Land Surveyors
 198 South Union Blvd., Suite 198
 Littleton, Colorado 80120
 (303) 688-0200



ELK POINTE
 ----- COUNTY OF DOUGLAS -----
CASTLE PINES VILLAGE FILING NO. 29
LOT 9 BUILDING ENVELOPE EXHIBIT
 SHEET 1 OF 1



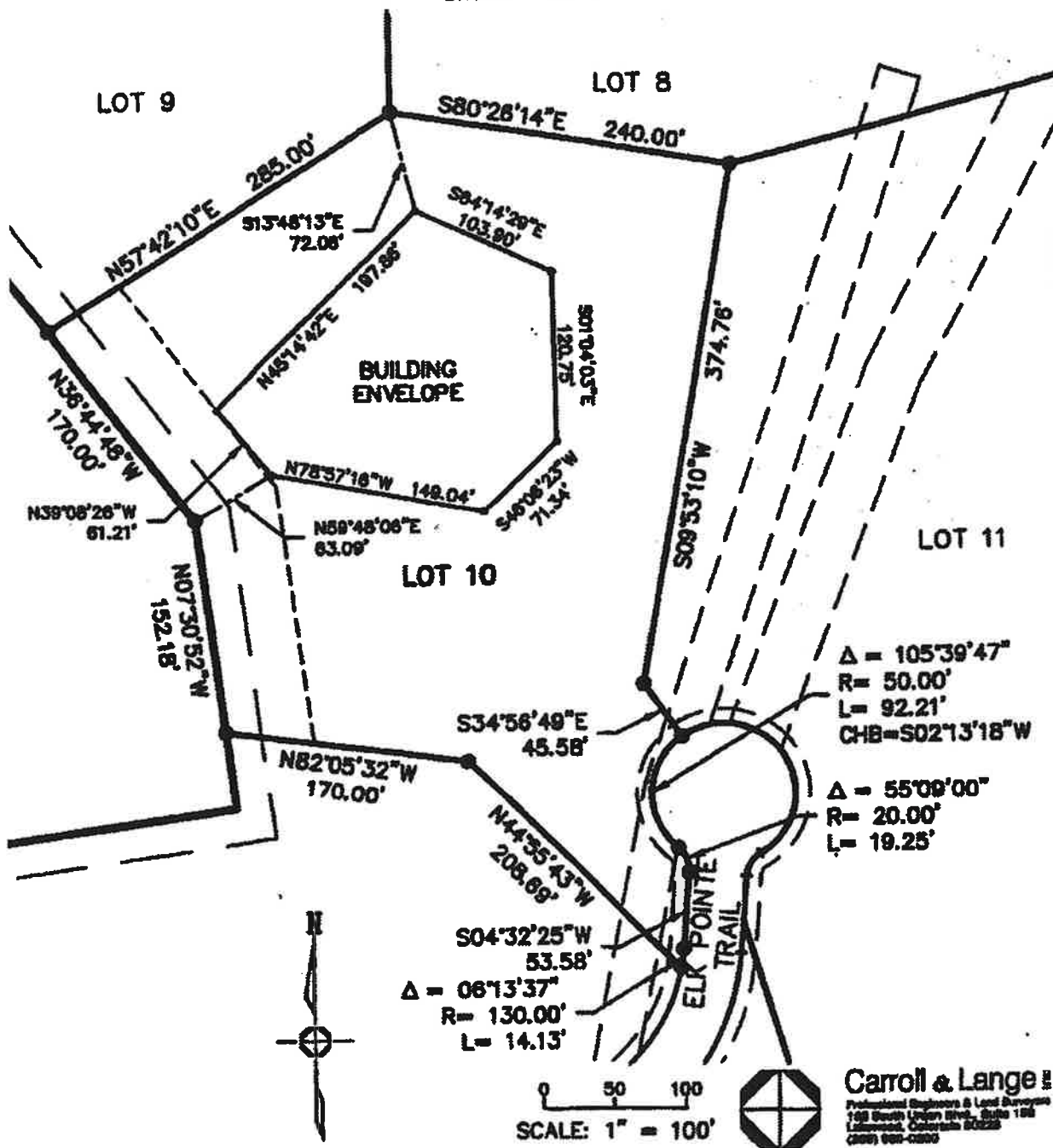
0 50 100
 SCALE: 1" = 100'



Carroll & Lange
 Professional Engineers & Land Surveyors
 188 South Union Blvd., Suite 156
 Lakewood, Colorado 80228
 (303) 980-0300

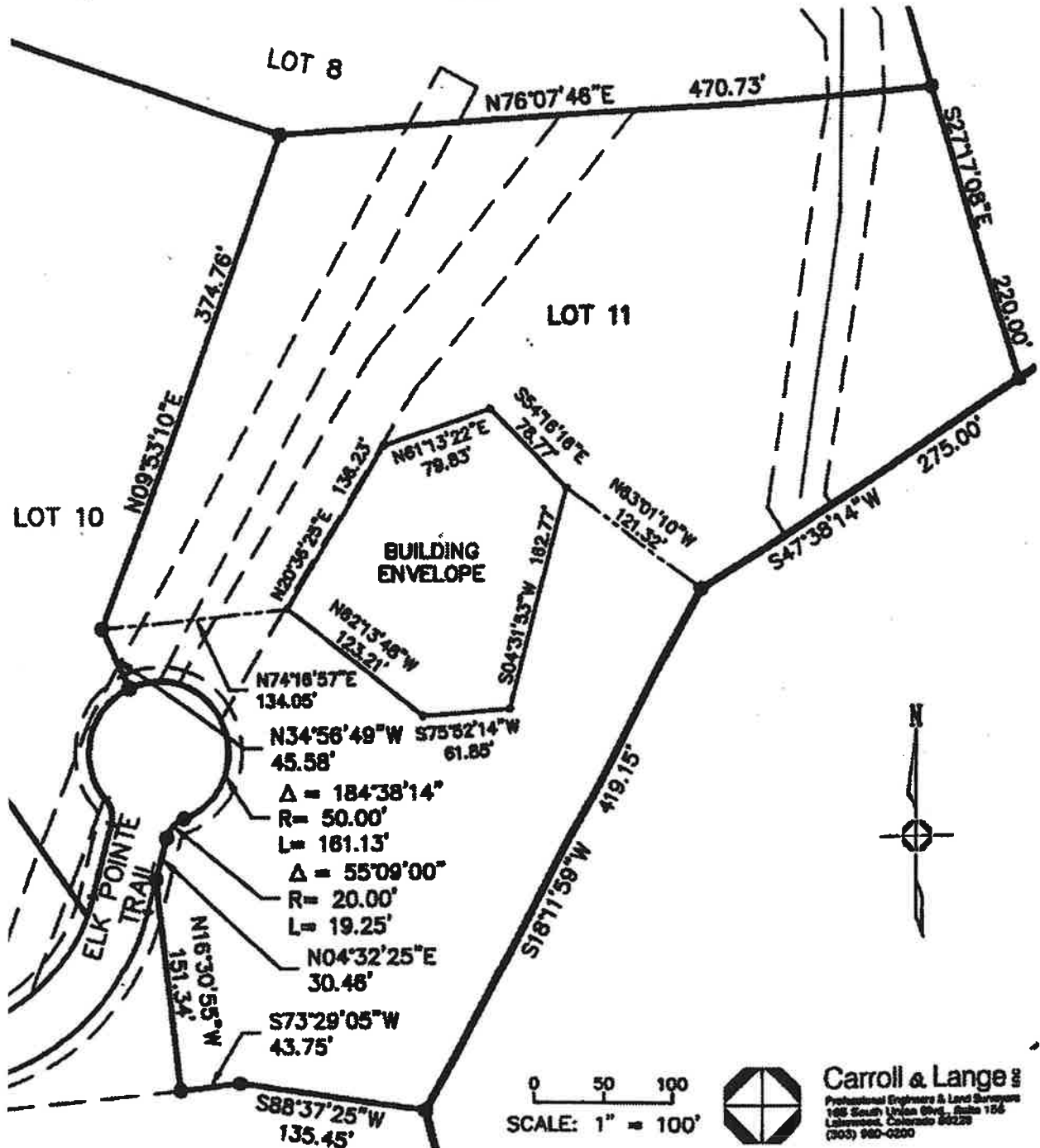


ELK POINTE
CASTLE PINES VILLAGE FILING NO. 29
LOT 10 BUILDING ENVELOPE EXHIBIT
SHEET 1 OF 1





ELK POINTE
 ----- COUNTY OF DOUGLAS -----
CASTLE PINES VILLAGE FILING NO. 29
LOT 11 BUILDING ENVELOPE EXHIBIT
 SHEET 1 OF 1



0 50 100
 SCALE: 1" = 100'



Carroll & Lange
 Professional Engineers & Land Surveyors
 108 South Union Blvd., Suite 108
 Lakewood, Colorado 80226
 (303) 980-0200