



Reception#: 729974
08/03/2007 12:10:59 PM Jean Alberico
1 of 15 Rec Fee:\$76.00 Doc Fee:0.00 GARFIELD COUNTY CO

**NOTICE
OF
IRONBRIDGE GOLF CLUB RESIDENT MEMBERSHIP
AGREEMENT**

THIS NOTICE OF AGREEMENT ("Notice of Agreement"), is made and recorded by IRONBRIDGE PROPERTY OWNERS' ASSOCIATION, a Colorado nonprofit corporation ("Association") for the purposes described herein.

The Association is the property owners association formed pursuant to the Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge, recorded March 18, 2003 at Reception No. 623133, in the real property records of the County of Garfield, State of Colorado, and as amended by the First Amendment to Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge recorded on December 9, 2004 at Reception No. 664762, and by the Second Amendment to Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge recorded on 8/3/, 2007 at Reception No. 729973, (collectively referred to as the "Declaration").

The Association has entered into that certain Ironbridge Golf Club Resident Membership Agreement dated July 1, 2006, and as amended by the First Amendment to Ironbridge Golf Club Resident Membership Agreement dated April 19, 2007, with LB ROSE RANCH LLC, a Delaware limited liability company, d/b/a IRONBRIDGE GOLF CLUB (collectively, the "Membership Agreement"), attached hereto as Exhibit A and Exhibit B, respectively.

This Notice of Agreement is recorded in the Garfield County public records to advise all present and future owners of property subject to the Declaration of the terms and conditions of the Membership Agreement, including, without limitation, the payment provisions thereof, the terms of which require, without limitation, an activation fee in the current amount of \$5,000.00 which amount is subject to change per the terms of the Membership Agreement.

IN WITNESS WHEREOF, the undersigned as Secretary of the Ironbridge Property Owners' Association, has executed this Notice of Agreement on July 25, 2007.

IRONBRIDGE PROPERTY OWNERS'
ASSOCIATION, a Colorado nonprofit
corporation

By: Eric E. Foerster
Eric E. Foerster, Secretary

State of Colorado }
County of Garfield } ss.

The foregoing instrument was acknowledged before me this 25 day of July, 2007 by Eric E. Foerster, Secretary of Ironbridge Property Owners' Association, a Colorado nonprofit corporation.

My commission expires: 8/21/07

Marianne McFarley
Notary Public

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GOLF CLUB & SPORTING COMMUNITY

IRONBRIDGE GOLF CLUB
 RESIDENT MEMBERSHIP AGREEMENT

THIS RESIDENT MEMBERSHIP AGREEMENT (the "Agreement") is entered into as of July 1, 2006, by and between LB ROSE RANCH LLC, a Delaware limited liability company, d/b/a IRONBRIDGE GOLF CLUB (the "Club Owner") and IRONBRIDGE PROPERTY OWNERS' ASSOCIATION, a Colorado nonprofit corporation (the "Association").

RECITALS:

A. Association is a common interest community association formed pursuant to that certain Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge dated February 20, 2003, and recorded in the real property records of Garfield County, Colorado, on March 18, 2003, as Reception No. 623133 (the "Declaration"). Any capitalized term used in this Agreement without definition shall have the meaning given that term in the Declaration.

B. All Owners of Property subject to the Declaration are members of the Association, and the Association represents certain interests of its members as they relate to the Ironbridge community.

C. Club Owner is the owner and operator of a golf club located in the Ironbridge community in Glenwood Springs, Colorado, (but that is not subject to the Declaration) that will feature golf, tennis, swimming, fishing, social and other recreational facilities (the "Club"). The Club is a Private Amenity (as that term is defined in the Declaration), and Owners do not have the right to utilize Club facilities solely by virtue of their ownership of a Lot subject to the Declaration or membership in the Association.

D. Club Owner is willing to offer the opportunity to all members of the Association to become members of the Club and therefore avail themselves of the Club facilities on and subject to the terms of this Agreement.

E. The Association, as a benefit to its members, is willing to pay periodic dues charged by the Club Owner on account of membership in the Club as provided in this Agreement, which dues are at a reduced level from current dues imposed by the Club for similar membership privileges.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Club Owner and the Association hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

a. "*Club Facilities*" means the recreational and social facilities of the Club made available to its members from time to time, in the discretion of Club Owner, including, without limitation, a golf course, community clubhouse, and recreation center (including a swimming pool).

b. "*Effective Date*" shall have the meaning given that term in Section 4.c. hereinbelow.

c. "*Membership Documents*" means the Club's membership plan, rules and regulations, and other related documents in effect from time to time and binding on all members of the

Club, and the membership agreement executed by each individual Resident Member who shall become a Resident Member of the Club pursuant to this Agreement.

d. "Resident Member" means each Owner who is a member of the Club pursuant to the terms of this Agreement and the Membership Agreements.

e. "Resident Membership" means the membership in the Club which is associated with each Lot that is subject to the Declaration.

2. Club Membership Opportunity. Club Owner agrees that each member of the Association, from time to time, shall be entitled to join the Club as a "Resident Member" as defined in the Membership Documents, or such similar designation as Club Owner shall determine from time to time in its sole discretion (the "Membership Opportunity"). There shall be only one (1) Resident Membership associated with each Lot which is subject to the Declaration and for which the Owner of the Lot is entitled under this Agreement to activate. The following terms and conditions shall apply to the Membership Opportunity:

a. Each member of the Association, in order to activate membership in the Club and become a Resident Member, shall be required to sign and submit to the Club Owner the Club's membership agreement and such other documentation as is required by Club Owner of Club members generally. Club Owner reserves the right to amend or supplement the Membership Documents (other than the executed membership agreements with each Resident Member) from time to time in its sole discretion, but not in a manner that would be in contravention of the terms of this Agreement.

b. Each Resident Member shall be subject to all of the terms and conditions applicable to membership in the Club as provided in the Membership Documents from time to time. Club Owner reserves all rights under the Membership Documents in the event of breach thereof by any Resident Member, including, without limitation, the rights to impose a monetary charge upon a Resident Member based on a failure to timely pay applicable fees and charges, to deny access to Club Facilities to any Resident Member, to suspend membership privileges, and/or to permanently revoke the membership privileges of the Resident Member in the Club. So long as a Resident Member's membership privileges are revoked in good faith by Club Owner, the Association shall have no claim against Club Owner as a result of such revocation, and shall specifically have no right to reduce any payments for which the Association is obligated under this Agreement as a result of such revocation.

c. Club Owner agrees that no member of the Association shall be charged any up-front initiation fee or membership deposit in order to activate the Resident Membership or to become a Resident Member in the Club, except that an activation fee described in Subsection 2.d. below may be required to be paid. No Resident Member shall be entitled to any refund on account of any up-front initiation fee, membership deposit, or activation fee upon resignation or upon termination of the Resident Membership.

d. Notwithstanding the provisions of Subsection 2.c. immediately above, Club Owner shall be entitled, and hereby reserves the right, to impose a nonrefundable activation fee upon activation of the Resident Membership and as a condition to each Owner's activation of the Resident Membership pursuant to this Agreement. Such activation fee is currently Five Thousand and No/100 Dollars (\$5,000.00), but Club Owner shall have the right to increase or decrease the amount of such activation fee in the future from time to time in Club Owner's sole discretion. The activation fee shall be imposed upon the Owner desiring to activate a Resident Membership in the Club pursuant to this Agreement, and shall not in any way be due or owing by the Association hereunder. The activation fee shall not be refundable to the Resident Member under any circumstances. Notwithstanding any other

provision of this Section 2.d., no activation fee shall be imposed upon any of the following Resident Members:

i. Any current member of the Club who is also an Owner at the date of this Agreement upon conversion of such Owner's membership to a Resident Membership pursuant to this Agreement;

ii. Any person who is an Owner at the Effective Date of this Agreement but who is not then a member of the Club; and

iii. Any Owner who takes title to such Owner's Lot directly from Club Owner as the developer of the Ironbridge community and declarant under the Declaration (or from a party designated in writing by Club Owner).

e. The Association expressly understands, acknowledges and agrees that:

i. this Agreement shall confer upon Association members the right to become Resident Members, but that the Association shall have no direct right, ownership or control of the Club or its facilities or properties, and neither the Club nor its facilities nor properties shall be considered common areas or common elements of the Association;

ii. There will be other categories of membership in the Club other than Resident Members, and non-Owners shall be afforded opportunities to become members of the Club, all in the sole and absolute discretion of Club Owner and as provided in the Membership Documents from time to time;

iii. All of the rights and obligations of the Owners as Resident Members, and the rights and obligations of the Club Owner to its Resident Members, are and shall be provided in the Membership Documents, and shall not in any way be limited, defined, restricted, interpreted or governed by the terms and conditions of this Agreement; and

iv. Subject to the limitations contained in Section 4.b. below, Club Owner expressly reserves all rights it has under the Membership Documents from time to time, including, without limitation, the right to close facilities of the Club for maintenance, special events, casualty loss, or otherwise, and to discontinue operation of certain Club facilities for any reason.

f. Club Owner expressly reserves the right, in its sole and absolute discretion, to create a two-tier membership structure within the Resident Membership category under the Membership Documents, pursuant to which a Resident Member could choose to be a "Social Member", which would include access to most Club facilities but would limit or prohibit access to golf or other Club facilities or amenities, or a "Full Member", which would include access to all Club Facilities. In the event that Club Owner creates the two-tier membership structure, then the Per Lot Amount (hereinafter defined) shall be the level of dues payable on account of a "Social Membership" only as adjusted by Club Owner in its discretion. Club Owner reserves the right to charge additional dues above the Per Lot Amount to those Resident Members who select the "Full Membership" option, but such additional dues shall be charged to and payable by the Resident Member individually and shall not be charged, collected or paid by the Association pursuant to this Agreement. Club Owner reserves the right in its sole and absolute discretion to determine which Resident Members may choose the "Full Membership" option.

g. Resident Member status shall terminate with respect to an Owner at such time as the Owner no longer holds legal title to such Owner's Lot, it being understood, acknowledged and agreed



that Resident Member status shall be available to an Owner only during the time that the Owner holds title to such Owner's Lot and shall terminate upon sale of the Lot to another Owner.

h. Club Owner shall have the right to convey Lots to others (including, without limitation, parties who acquire Lot(s) from Club Owner for purposes of construction of residential dwellings thereon for resale) who shall not immediately be entitled to activate a Resident Membership pursuant to this Agreement, and, in such event the Association shall not be obligated to make payment with respect to such Lot until same is conveyed free of the restriction against activation of the Resident Membership associated with such Lot.

3. Payment by Association. In consideration of Club Owner's agreement to offer the Membership Opportunity to all Owners, the Association agrees to pay to Club Owner the Monthly Dues (hereinafter defined), upon the following terms and conditions:

a. The term "Monthly Dues" means the Per Lot Amount (hereinafter defined) times the number of Lots annexed to the Declaration from time to time that are owned by Owners other than the Declarant under the Declaration, and subject to the provisions of Section 2.h. above. The "Per Lot Amount" is set initially at One Hundred Twenty-five and No/100 Dollars (\$125.00). The Per Lot Amount may be increased by Club Owner in the sole discretion of the Club Owner, as provided in the Membership Documents, and there shall be no limitation on the ability of Club Owner to determine the Per Lot Amount pursuant to this Agreement. Club Owner may change the Per Lot Amount at any time and from time to time, but will provide the Association notice of any such change which would be effective during any fiscal year of the Association at least sixty (60) days prior to the commencement of such fiscal year. Notwithstanding the generality of the foregoing, the Association understands, acknowledges and agrees that: (i) upon completion of the Recreation Center (as described in the Membership Documents), Club Owner intends, and shall have the right, to increase the Per Lot Amount by Twenty-five and No/100 Dollars (\$25.00); and (ii) upon completion of the Community Clubhouse (as described in the Membership Documents), Club Owner intends, and shall have the right, to increase the Per Lot Amount by Twenty-five and No/100 Dollars (\$25.00).

b. Monthly Dues shall be payable by the Association on the first day of each month during the Term of this Agreement (hereinafter defined). If any installment of monthly dues is not paid within five (5) days of when due, Club Owner may impose, and the Association agrees to pay, a late charge in the amount of five percent (5%) of such installment. If any installment of monthly dues is not paid within thirty (30) days of when due, Club Owner may charge, and the Association agrees to pay, interest on such unpaid amount from the due date until paid at the annual rate of eighteen percent (18%).

c. The Association acknowledges and agrees that, subject to the provisions of Sections 2.h., 4.b. and 5.b., it shall be obligated to pay Monthly Dues on a per Lot basis regardless of whether or not the Owner of a Lot shall activate a Resident Membership in the Club, whether or not a Resident Membership is active with respect to a Lot, and whether or not the membership privileges are actually being exercised under a Resident Membership associated with a Lot.

4. Term and Termination.

a. The term of this Agreement shall be for a period of five (5) years after the Effective Date. The term of this Agreement shall automatically renew for successive periods of five (5) years each unless written notice of termination of this Agreement is provided by a party to this Agreement to the other party on or before six (6) months prior to the expiration of the initial term or any future extension term.

b. By written notice to the Association, Club Owner shall have the right to terminate this Agreement at any time after the expiration of the initial five (5) year term of this Agreement, without liability to the Association or the Owners, under the following circumstances:

- i. in the event that Club Owner ceases to operate the Club for any reason;
- ii. in the event of the sale of the Club or the assets of the Club;
- iii. in the event that Club Owner recalls the Resident Memberships as provided in the Club Documents;
- iv. in the event of the conversion of the Club to an equity-based member ownership structure; or
- v. for any other reason in the sole and absolute discretion of Club Owner.

c. The Association's obligations under this Agreement are expressly contingent upon the Association amending its 2006 budget to provide for the payment of the amount due hereunder as an expense, and to increase annual assessments as required to fund such payment. The Association shall propose such amended budget to its members for ratification, in conformance with the Declaration and applicable law, within fifteen (15) days after the date of this Agreement, will call a meeting of its members for purposes of ratifying the amended budget within forty (40) days after the date of this Agreement, and will notify Club Owner whether or not the new budget has been ratified and is in full force and effect within forty-five (45) days after the date of this Agreement. If the Association notifies Club Owner that the amended budget has not been ratified, then this Agreement shall immediately terminate and be of no further force and effect, and both parties shall be released from further liability hereunder. If the amended budget is ratified, then this Agreement shall continue in full force and effect, be binding in its entirety on the parties hereto, and the date that the Association gives notice to Club Owner of same shall be the "Effective Date" of this Agreement.

d. The parties acknowledge that this Agreement constitutes a substantial benefit to Owners, and that it is therefore in the best interest of the Association to assure that this Agreement remains in full force and effect. Therefore, in the event that the Association determines to terminate this Agreement based upon any provision of applicable law or otherwise (but excluding the provisions of Section 4.c. above), such termination must be approved by the affirmative vote of more than 75% of the Owners who are then members of the Association. Any attempt to terminate this agreement without such vote of the Owners shall be null and void and of no force and effect whatsoever.

5. Default.

a. In the event of any default by the Association under this Agreement which is not cured within ten (10) days after notice thereof, Club Owner shall be entitled to all remedies available to it at law or in equity, including damages, or, at the sole discretion of Club Owner, Club Owner may elect to terminate this Agreement effective immediately upon notice given to the Association.

b. In the event of any default by Club Owner under this Agreement which is not cured within ten (10) days after notice thereof, the Association shall be entitled to all remedies available to it at law or in equity, including damages; provided, however, that in no event shall the Association have any right to withhold payment of amounts due to Club Owner hereunder under any circumstances.

6. Binding Arbitration. This provision covers all claims and disputes between Club Owner and the Association that in any way involve this Agreement, or the negotiation of this Agreement, or alleged breach of this Agreement, or the relationship of the parties arising out of this Agreement, directly or indirectly; provided, however, that a claim that the Association has failed to pay any amount due under this Agreement shall not be subject to the provisions of this Section 6. Any claims or disputes of Club Owner or the Association that may be intertwined or connected with the above claims or disputes shall also be resolved in accordance with this provision. All such claims and disputes shall be determined by binding arbitration by the Judicial Arbiter Group, Inc., seated in Denver, Colorado which shall be governed by Colorado law including, but not limited to, the Colorado Revised Uniform Arbitration Act, Sections 13-22-201, et seq. and Section 13-21-102(5), CRS. Any such controversy or claim shall be resolved or settled in accordance with the commercial arbitration rules, as appropriate, of the Judicial Arbiter Group, Inc. and judgment upon the award rendered by arbitration may be entered in any court having jurisdiction of the matter and shall be enforceable by such court. Club Owner and the Association agree that any supplementary procedures for consumer related disputes shall not be applicable to the arbitration. The cost of the arbitrators shall be borne equally by Club Owner and the Association.

Nothing in the preceding paragraph, nor the exercise of any right to arbitrate thereunder, shall limit the right of any party hereto (1) to foreclosure against any real or personal property collateral by the exercise of the power of sale under a deed of trust, mortgage or other security Agreement, including, without limitation, the Association's Deed of Trust, or instrument, or applicable law; (2) to exercise self-help remedies such as setoff or repossessions; or (3) to obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment, or appointment of a receiver from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of an action for such judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration, including those claims or disputes arising from exercise of any such judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies.

In any arbitration hereunder, discovery shall be permitted. Discovery shall be subject to scheduling by the arbitrators, and any discovery disputes shall be subject to final determination by the arbitrators.

The Colorado Rules of Evidence shall control the admission of evidence at any hearing and any arbitration conducted hereunder, provided however, no error by the arbitrators in application of the Rules of Evidence shall be grounds, as such, for vacating the arbitrators' award.

The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of the prevailing party's costs and fees. "Costs and fees" means all reasonable pre- and post-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

7. Notice.

a. Manner of Notice. All notices or demands under this Agreement shall be in writing and shall be deemed given and received according to the following criteria:

i. Personal Delivery. In the case of personal delivery, notice shall be deemed to have been given and received on the day of the actual receipt by the receiving party.

ii. Overnight Courier. In the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the second (2nd) business day

following its deposit with such courier service. No signature affirming receipt by the receiving party is required. The internal records of the courier service are to be accepted as sufficient evidence of receipt.

iii. Postal Service. In the case of the U.S. Postal Service, notice shall be deemed to have been given and received on the third (3rd) business day after the deposit of a postage prepaid, certified return receipt requested, envelope, containing the notice, addressed to the receiving party, with the U.S. Postal Service.

iv. Facsimile Transmission. In the case of facsimile transmission, notice shall be deemed to have been given and received on the day of such transmission. Such facsimile transmission, to be considered effective, shall be corroborated by a copy of the facsimile printout showing the telephone number from which transmitted, the telephone number to which transmitted, the date and the time of such transmission. The copy of such printout and the notice shall be mailed the day of transmission by regular U.S. Postal Service to the receiving party.

b. Addresses for Notice. All notices shall be given to the respective parties at the following addresses, until further written notice. Notice must be given to the primary notice party to be effective. The secondary notice party is made a part of this provision for courtesy purposes only.

If to Club Owner: Lehman Brothers
 399 Park Avenue
 Eighth Floor
 New York, New York 10022
 Attention: Margarite Brogan
 Telephone:
 Facsimile:

with a copy to: Wear, Travers, and Perkins, P.C.
 1000 S. Frontage Road West, Suite 200
 Vail, Colorado 81657
 Attention: Gregory W. Perkins
 Telephone: (970) 476-7646
 Facsimile: (970) 476 -7118

If to the Association: Crystal River Properties Management
 1512 Grande Avenue
 Suite 109
 Glenwood Springs, CO 81601
 Attention: Terri Knob
 Telephone: (970) 945-7266
 Facsimile: (970) 945-7281

with a copy to: The Ironbridge Club
 430 Ironbridge Drive
 Glenwood Springs, CO 81601
 Attention: Eric E. Foerster
 Telephone: (970) 945-4300
 Facsimile: (970) 384-2500

8. Miscellaneous.

b. Assignment. Club Owner may assign its rights and obligations under this Agreement to any future owner, manager or operator of the Club, without any requirement of consent by the Association. The Association may not assign its rights and obligations under this Agreement to any other party or entity without the express written consent of Club Owner, which consent may be granted or denied in the sole and absolute discretion of Club Owner.

c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Association and Club Owner and their successors and permitted assigns.

d. Governing Law. This Agreement has been executed in the State of Colorado and shall be governed by the laws of the State of Colorado.

e. Gender and Number. Any term of gender used in this Agreement shall include all genders and legal entities, and the plural shall include the singular, and the singular shall include the plural, all as the context may require.

f. Severability. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth in this Agreement.

g. Section Headings. The section headings contained in this Agreement are for the purpose of identification only and shall not be considered in construing this Agreement.

h. Attorneys' Fees and Costs. In the event of any litigation between the parties (or arbitration pursuant to the arbitration provisions of this Agreement) concerning this Agreement and the enforcement of this Agreement, the prevailing party shall receive payment of all its reasonable costs and expenses relating to such action, including, but not limited to court costs and reasonable attorney's fees incurred by the prevailing party at trial and upon appeal. For the purpose of this Section, the term "prevailing party" shall include a party which withdraws or dismisses a claim in return for payment allegedly due, performance of a covenant allegedly owed, or other consideration substantially satisfying the claim withdrawn or dismissed.

i. Entire Agreement; Modification of Agreement. This Agreement supersedes any and all prior understandings and agreements between the Association and Club Owner. This Agreement may only be modified by an agreement in writing and signed by the Association and Club Owner.

j. Negotiated Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue that it may have been prepared by counsel for one of the parties. This Agreement was reviewed and approved on behalf of the Association by a committee of Owners who are independent of the Club Owner in its capacity as the declarant under the Declaration, and the Association's board voted to approve this Agreement only upon the recommendation of said committee.

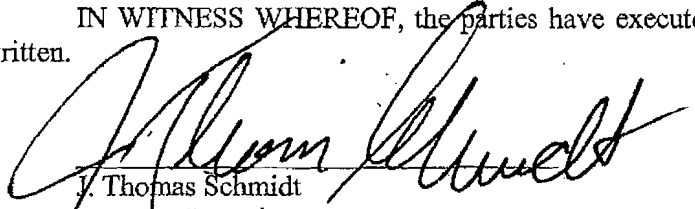
k. Counterparts; Facsimile/Electronic Signatures. This Agreement may be executed in counterparts, which, taken together, shall constitute the agreement of the Association and Club Owner. This Agreement and its signatures may be transmitted by telefax copier or by other electronic means and all parties agree it shall be a legal, binding agreement.

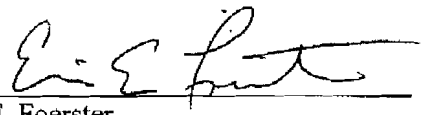
l. No Partnership. Notwithstanding any terms of this Agreement to the contrary, in carrying out their respective obligations and exercising their respective rights under this Agreement it is fully understood and agreed that the parties are acting as independent contractors and not in any way as agents, partners, joint venturers or employees of each other.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


Thomas Schmidt
LB Rose Ranch LLC Asset Manager


Eric E. Foerster
Ironbridge Property Owners' Association
Secretary