

Exhibit A

WAYNE W. WILLIAMS El Paso County, CO

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### AGREEMENT REGARDING SIGNATURE POINT

This Agreement Regarding Signature Point ("Agreement") is entered into by and between Garden of the Gods Club, LLC ("GOTGC") and Courtyard at Kissing Camels Homeowners Association, Inc., ("Courtyard HOA"). This Agreement is based upon the following facts and intentions of the parties:

A. Courtyard HOA is the Colorado common ownership interest community association with the statutory authority to represent the owners of real property within Courtyard at Kissing Camels Estates Filing No. 1, Filing No. 1A, Filing No. 2 and Filing No. 2A as amended, located in the City of Colorado Springs, County of El Paso ("Courtyard"), and within the greater development known as Kissing Camels Estates.

B. GOTGC is the owner, inter alia, of real property contiguous to and northerly of Courtyard, originally included within the defined "*Development Parcels*" of Article 11.2 of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Courtyard, recorded June 26, 1995, as amended, as Phase 3 to Courtyard.

C. GOTGC has proposed a 17 unit planned residential development on the real property originally included within the above described and defined "*Development Parcel*" to be named Signature Point, the legal description of which is attached hereto as Appendix A ("Signature Point")

D. Signature Point, if approved by the City of Colorado Springs and developed by GOTGC, will preclude any further development to or addition to Courtyard eliminating any expansion of the membership or homeowners' economic base of Courtyard HOA and any future reliance by Courtyard HOA and its members upon there being contiguous and compatible patio home units to Courtyard on the north.

E. Kissing Camels Property Owners Association, a master common ownership interest community which includes Courtyard ("KCPOA"), has negotiated an agreement of even date hereto outlining many agreements as consideration for the approval of the development of Signature Point and the single family homes proposed to be construed within Signature Point ("KCPOA Signature Point Agreement").

F. Courtyard shall be entitled to rely upon the terms and conditions of the KCPOA Signature Point Agreement as additional consideration for its agreements within this Agreement, and the additional and sometimes parallel terms contained in this Agreement are set forth herein with the intention that there shall be no deviation or exceptions thereto.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed, as follows:

1. Design of Homes/Development Design of the Plans & Details. Homes constructed within Signature Point shall adhere to the following:

- a. Signature Point shall be replatted into no more than 17 individual home sites, with supporting streets, curbs and gutters, and common areas.
- b. Homes within Signature Point shall be single family homes not to exceed 28' in height.
- c. Homes shall be constructed and finished with stucco and/or stone exteriors and concrete tile roofs. Wood may be used for architectural features only.
- d. Homes constructed shall have no lower level walk-outs.
- e. Primary access to Signature Point shall be off Kissing Camels Drive at an intersection located 248 to 258 feet from the center line of Chilson Lane to the center line of the new entry road into Signature Point as depicted on the approved development plan which is approximately 200 feet north of the right of way of Chilson Lane..
- f. Any required secondary ingress and egress shall be for emergency ingress and egress only and blocked at other times with bollards allowing only golf cart and pedestrian traffic through Signature Point to the Golf Club.
- g. Signature Point shall be "separated" from Courtyard along its southern boundary (Courtyard's northern boundary) by landscaped earthen berms similar to those berms presently in place and maintained along Chilson Lane.
- h. All such berms shall be landscaped by GOTGC in a manner similar to those along Chilson Lane.
- i. Courtyard HOA shall have reasonable approval authority over the berm landscape plan to include, (i) type, quality and location of plantings, (ii) irrigation system connections, (iii) natural plant screening for Lots 7, 8, 9, 10 and 11 of Courtyard and (iv) all drainage corridors and easements between Courtyard and Signature Point.
- j. GOTGC shall install a temporary chain link with screening material attached on or close to the boundary line between Signature Point and Courtyard. The fence shall be a minimum of 6' high but preferably 7' high. The fence shall be installed at the start of construction of Signature Point and before the start of demolition of the cottages.
- k. The above described berms and landscaping shall be in place before paving of the road in Signature Point and the completion of construction of the first home in Signature Point. Upon completion infrastructure construction, the temporary fence shall be removed.

- l. During construction of Signature Point, Courtyard streets - Alder Point, Stagsleap Point and Bishop Pine Point - shall not be used by GOTGC, its contractors or subcontractors for any construction traffic or equipment.
- m. As a part of the berm construction along Alder Point, the guest parking presently available shall be maintained, if possible.
- n. The existing street light north of Alder Point shall be moved to within Courtyard common area and thereafter maintained by Courtyard HOA.
- o. Any and all infrastructure required for Signature Point-water, wastewater, underground or overhead utilities and drainage – which is to be “tied into or through” existing infrastructure supporting Courtyard shall be disclosed and the cost of enhancing any such infrastructure presently serving Courtyard shall be borne by solely by GOTGC
- p. Signature Point will be created and managed as a common ownership interest community or development legally separate and apart from Courtyard HOA, other than as both might be related to KCPOA
- q. All owners and residents of Courtyard shall be beneficiaries of an easement through Signature Point on designated pathways or streets for pedestrian and golf cart access to the Golf Club facilities.

2. **Construction Rules and Standards.** Prior to commencement of construction of Signature Point, GOTGC shall provide Courtyard HOA with the anticipated schedule for construction of infrastructure and landscaping within Signature Point. Subject to circumstances beyond the reasonable control of GOTGC, construction of infrastructure and landscaping within Signature Point shall be completed by GOTGC within nine (9) months after commencement of construction. GOTGC shall cause the plat to contain a description of permitted building materials and plans, such that any contractor, developer or successors to GOTGC that might build in Signature Point shall be required to comply with such building materials and plans standards.

③ **Courtyard Streets and Common Areas.** Upon the completion by GOTGC of the new access road into Signature Point, GOTGC shall execute and deliver or cause to be executed and delivered to Courtyard HOA, and Courtyard HOA shall accept, a special warranty deed to all properties within Courtyard presently owned by GOTGC or its affiliates including common areas and roadways. Thereafter, Courtyard HOA shall be solely responsible for the ownership and maintenance of that property and shall hold GOTGC and its affiliates harmless therefrom and GOTGC shall have no obligation to make any contribution to the maintenance of Courtyard’s roadways and common areas. Until such time, however, as GOTGC or its affiliates deliver said described deed to Courtyard HOA, GOTGC or its affiliates shall continue to pay to Courtyard HOA the previously agreed upon

contribution to the maintenance of Courtyard's roadways and common areas, which contribution is 25% of Courtyard HOA's annual operating budget for landscaping and roads, payable quarterly. Notwithstanding any provision in this paragraph 3. to the contrary, GOTGC or its affiliates shall remain obligated for its obligations to Courtyard as owners of Lot 10 of Courtyards.

4. **Disputes.** In the event either party, or its successors or assigns, should allege a breach of this Agreement by the other party, or, if either party or its successors or assigns should fail to agree on compliance with or implementation or interpretation of any part of this Agreement, such alleged breach or failure to agree shall be treated as a Dispute and handled pursuant to this clause. The parties agree not to initiate litigation unless and until the steps outlined below have been exhausted without resolution of the dispute. The party alleging breach or failure to agree shall activate this Disputes clause by providing a written Notice of Dispute to the other party. Within seven (7) days of the delivery of such Notice, the parties shall hold discussions at the senior management level in a good faith attempt to resolve the dispute. If the Dispute remains unresolved twenty (20) days following the delivery of such Notice, the parties shall participate in mediation, using a mediator that is acceptable to both sides. In the event the parties cannot agree upon a mediator, the mediator shall be designated by the President of the Council of Neighbors and Organizations (CONO) in Colorado Springs, but, in any event, within sixty (60) days following the delivery of the Notice of Dispute. Mediation shall commence upon a date mutually agreed by the parties, or if no agreement, then a date selected by the President of CONO. Mediation shall be deemed to have failed if so declared by the mediator, or, if the Dispute is not resolved within thirty (30) days of commencing mediation. In lieu of mediation, the parties may mutually agree to another form of alternate disputes resolution (ADR), including binding arbitration, using a mutually agreed arbitrator, or if no agreement, then the arbitrator shall be designated by the President of CONO. If legal issues are involved in the Dispute, the Law of the State of Colorado shall be the applicable law used to interpret or implement this Agreement. Should any dispute remain unresolved for any reason after the passage of one hundred twenty (120) days following the delivery of the Notice of Dispute, either party shall, thereafter, be free to pursue any and all remedies available at law or in equity.

5. **Miscellaneous:**

- a. **Partial Invalidity.** If in any instance any provision of this agreement shall be held invalid or unenforceable under any applicable law it shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect. In the event there is no enforceable provision to the equivalent effect, such provision shall not apply in such instance. In such event, the remaining provisions shall be given effect in accordance with their terms.

- b. **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, communications and negotiations between the parties with respect to the subject matter. This Agreement shall not be revised or modified except by written agreement executed by the parties.
- c. **Time is of the Essence.** Time is of the essence with respect to each and every covenant, term, condition provided herein.
- d. **Triplicate Originals.** The parties agree that this Agreement shall be executed in triplicate originals.
- e. **Binding Agreement.** This Agreement shall be binding on the parties, their respective successors and assigns. However, this Agreement may not be assigned without the written consent of the other party.
- f. **Recording.** This Agreement shall be recorded with the Clerk and Recorder of El Paso County, Colorado in its real estate records.

SIGNATURE PAGE TO FOLLOW

Executed this 28 day of June 2011

By:

**GOTGC:**  
**Garden of the Gods Club, LLC**

By: Dirk Good

Title

Date: 6/28/11

State of Colorado }

} ss.

County of El Paso }

The foregoing Agreement regarding Signature Point was acknowledged before me this 28th day of June, 2011 by Dirk Good as President of (GOTGC) Garden of the Gods Club, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: March 14, 2012

SEAL

Janet Maixner  
Notary Public



My Commission Expires 03/14/2012



# Appendix A

**Signature Point  
Legal Description  
June 29, 2011**

A portion of Lot 13, Block 7, Kissing Camels Subdivision No. 2 as recorded in Plat Book C-2 at Page 2, together with a portion of Block One, Kissing Camels Subdivision No. 7 as recorded in Plat Book S-2, at Page 27 of the records of El Paso County being a tract of land located in a portion of the Northwest Quarter of Section 35, Township 13 South, Range 67 West of the 6th P.M., City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

BEGINNING at the Northern most corner of Lot 11, Courtyard at Kissing Camels Estates Filing No. 1 as recorded in Plat Book E-5 at Page 211 of the records of said El Paso County; thence S65°44'39"W on the Northerly line of said Lot 11, a distance of 176.78 feet; thence N71°25'33"W on the Northerly line of said Lot 11 and the Northerly Right-of-Way line of Alder Point shown in said Courtyard at Kissing Camels Estates Filing No. 1 and the Northerly line of Tract B, Courtyard at Kissing Camels Estates Filing No. 2 as recorded at Reception No. 98017288 of the records of said El Paso County, a distance of 239.89 feet to the Northern most corner of said Tract B; thence S88°20'23"E a distance of 147.21 feet to a point of curve; thence on said curve to the right having a central angle of 19°11'57", a radius of 150.00 feet for an arc distance of 50.26 feet; thence N72°27'40"W a distance of 116.72 feet to a point on a curve on the Easterly Right-of-Way line of Kissing Camels Drive as described in Kissing Camels Subdivision Filing No. 9 as recorded in Plat Book G-2 at Page 80 of the records of said El Paso County; thence Northeasterly on said curve to the left on said Right-of-Way having a central angle of 04°41'05", a radius of 611.69 feet for an arc distance of 50.01 feet, whose chord bears N17°32'20"E; thence S72°27'40"E a distance of 116.72 feet to a point of curve; thence on said curve to the left having a central angle of 19°11'57", a radius of 100.00 feet for an arc distance of 33.51 feet; thence N88°20'23"E a distance of 16.26 feet; thence N18°17'25"E a distance of 748.77 feet; thence S68°15'40"E a distance of 207.40 feet; thence S21°44'20"W a distance of 129.08 feet; thence S13°42'46"W a distance of 67.33 feet; thence S13°10'00"W a distance of 36.00 feet; thence S17°16'35"E a distance of 232.41 feet; thence S21°41'57"E a distance of 260.26 feet to the Point of Beginning, containing 5.746 acres of land more or less.