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**CONTRACT AND ASSIGNMENT OF RIGHT TO ENFORCE COVENANTS**

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This Assignment, dated and effective as of this 14 day of April, 2009 (the "Assignment"), is made by and between Melody Homes, Inc., a Metropolitan District, D.B.A. D.R. Horton - Melody Series (the "Assignor") and the Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Assignee").

**RECITALS**

A. The Assignor is a Declarant of certain declarations, covenants, conditions, restrictions, limitations, reservations, exceptions equitable servitudes and other provisions, encumbering real property within the Woodmen Hills Metropolitan District, and recorded with the El Paso County Clerk and Recorder (the "Covenants"). See Exhibit A.

B. Declarant may be a "governing body of the applicable master association or similar body" for purposes of C.R.S. § 32-1-1001 *et seq*.

C. According to the Covenants, and in compliance with C.R.S. § 32-1-1004(8)(a)(1), the Assignor and its successors and assigns may have the power to enforce the Covenants and the power to contract and assign that power to enforce the Covenants.

**NOW THEREFORE**, for and in consideration of the promises and the covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Assignor sells, transfers, conveys, assigns and quitclaims, and Assignee does hereby accept and assume, any right and power that the Assignor may have to enforce the Covenants.

2. The Assignor agrees to sell, transfer, convey, assign and quitclaim, and Assignee does hereby accept and assume, all existing files and documents regarding the enforcement of the Covenants by the Assignor or management companies that Assignor has previously engaged for the purpose of enforcing the Covenants.

3. THE ASSIGNEE ACCEPTS SUCH ASSIGNMENT UNDERSTANDING THAT SUCH ASSIGNMENT IS IN THE NATURE OF A QUITCLAIM; SPECIFICALLY SUCH ASSIGNMENT IS ONLY INTENDED TO PASS ANY TITLE, INTEREST, RIGHT, POWER, OR CLAIM WHICH ASSIGNOR MAY HAVE TO ENFORCE SUCH COVENANTS. THE ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, REGARDING THE VALIDITY OF ANY TITLE, INTEREST, RIGHT, POWER, OR CLAIM WHICH ASSIGNOR MAY HAVE TO ENFORCE SUCH COVENANTS. ACCORDINGLY,



SUCH ASSIGNMENT TRANSFERS ONLY THE TITLE, INTEREST, RIGHT, POWER, OR CLAIM ASSIGNOR MAY HAVE, IF ANY, TO ENFORCE SUCH COVENANTS.

4. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor, Melody Homes, Inc. d.b.a. D.R. Horton – Melody Series, and its respective successors and assigns.

5. This Assignment shall be binding upon, and shall inure to the benefit of, Assignee, Woodmen Hills Metropolitan District, and its respective successors and assigns.

6. This Assignment may be executed in any number of counterparts and by different parties to this Assignment in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Assignment. Delivery of an executed counterpart of a signature page to this Assignment via telephone facsimile transmission shall be effective as delivery of a manually executed counterpart of this Assignment.

7. This Assignment shall be deemed to be a contract made under the laws of the State of Colorado, and for all purposes shall be governed by, and construed in all respects (including matters of construction, validity and performance) in accordance with the laws of the State of Colorado, without regard to the conflicts of law rules of such state.

8. Nothing in this Assignment shall be deemed to waive or limit the protections afforded the Assignor under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

MELODY HOMES, INC, D.B.A. D.R. HORTON –  
MELODY SERIES

By: 

Name: Glenn Nier

Title: Vice President

STATE OF COLORADO )  
 ) ss  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August 2007, by Shawn Nier as Vice President of Melody Homes, Inc., d/b/a D.R. Horton - Melody Series.

Witness my hand and official seal.

My commission expires: May 25, 2009

Cheryl K. Siegle  
Notary Public



My Commission Expires 05/25/2009

ASSIGNEE:

WOODMEN HILLS  
METROPOLITAN DISTRICT

By: *Jeanette M. Bauler*

Name: *Jeanette Bauler*

Title: *President*

STATE OF COLORADO        )  
  ) ss  
COUNTY OF EL PASO        )

The foregoing instrument was acknowledged before me this *18* day of *October*  
2007, by *Jeanette Bauler* as *President* of Woodmen  
Hills Metropolitan District.

Witness my hand and official seal.

My commission expires: *11/24/07*

*[Signature]*  
Notary Public



**EXHIBIT A**

Those certain declarations, covenants, conditions, restrictions, limitations, reservations, exceptions equitable servitudes and other provisions, encumbering real property within the Woodmen Hills Metropolitan District, and recorded with the El Paso County Clerk and Recorder at Reception Numbers:

- 099112310
- 200136133
- 200136134
- 203034235

Those certain covenants listed above cover the following lots – all of which are situated in El Paso County, Colorado:

Woodmen Hills Filing No 6, Lots: 224-350, inclusive

Woodmen Hills Filing No 8, Lots: 298-303, inclusive; Lots 362-498, inclusive

Woodmen Hills Filing No 9, Lots: 503-544