



207145594

CONTRACT AND ASSIGNMENT OF RIGHT TO ENFORCE COVENANTS

This Assignment, dated and effective as of this 11th day of April, 2007, (the "Assignment"), is made by and between Falcon Properties and Investments, a limited liability partnership, (the "Assignor") and Woodmen Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Assignee").

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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 is 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 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 and assigns, and Assignee does hereby accept and assume, the Assignor's right and power to enforce the Covenants.

2. The Assignor agrees to sell, transfer, convey and assign, 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. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor, Falcon Properties and Investments, LLP, and its respective successors and assigns.

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

5. 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.

6. 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.

7. Nothing in this Assignment shall be deemed to waive or limit the protections afforded the Assignee 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:

FALCON PROPERTIES AND INVESTMENTS, LLP

By: Gerald Olesh

Name: GERALD OLESH

Title: MANAGING GENERAL PARTNER

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 14th day of May, 2007, by GERALD OLESH as MANAGING GENERAL PARTNER of Falcon Properties and Investments, LLP.

Witness my hand and official seal.

My commission expires: April 27, 2010



Dawn L. Waters
Notary Public

My Commission Expires 04/27/2010

ASSIGNEE:

WOODMEN HILLS
METROPOLITAN DISTRICT

By: Jennifer Barber
Name: Jennifer Barber
Title: President

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 12 day of May, 2007, by Jennifer Barber as President of Woodmen Hills Metropolitan District.

Witness my hand and official seal.

My commission expires: 10/23/2010



Paula Joyce
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:

- 097021447
- 097052700
- 097060508
- 097128386
- 097132785
- 097141793
- 097141794
- 097141795
- 097141796
- 097143184
- 098020100
- 099020933
- 099055967
- 099106873
- 200094043
- 202046380

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

Woodmen Hills Filing No 1, Lots: 43, 44, 63, 64, 120-136, inclusive; Lots: 140, 145, 146, 158

Woodmen Hills Filing No 2, Lots: 103-119, inclusive and Lot 159

Woodmen Hills Filing No 3, Lots: 13-19, inclusive; Lots: 23-46, inclusive

Woodmen Hills Filing No 4, Lots: 1-12, inclusive; Lots 20-22, inclusive; Lots: 47-61 inclusive; Lots: 65-102, inclusive; Lots: 102, 137-144, inclusive; Lots: 147-157, inclusive; Lots: 160-165

Woodmen Hills Filing No 5, Lots: 166-223, inclusive; Tract A; Tract B

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

Woodmen Hills Filing No 9, Lots: 499-665, inclusive

Woodmen Hills Filing No 10, Lots: 1113-1176, inclusive