

CONTRACT AND ASSIGNMENT OF RIGHT TO ENFORCE COVENANTS

This Assignment, dated and effective as of this day of February, 2007, (the "Assignment"), is made by and between Elite Properties of America, Inc. (the "Elite"), the Architectural Committee (referred to as the "Architectural Committee" and "Architectural Assignors"), and Woodmen Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Assignee").

FILED Document
CO, El Paso County District Court 4th JD
Filing Date: Apr 3 2009 11:37PM MDT
Filing ID: 24520328
Review Clerk: Donna Maes

RECITALS

A. Assignor, Elite, 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. Elite, as a declarant of the Covenants, is a "governing body of the applicable master association or similar body" for purposes of C.R.S. § 32-1-1001 *et seq.*

C. Elite assigned certain limited functions, rights, powers and duties to the Architectural Committee pursuant to an Appointment and Limited Assignment of Architectural Committee for Woodmen Hills Filing No. 9 recorded with the El Paso County Colorado Clerk and Recorder's Office among the real property records at reception number 202201918 (the "Appointment and Limited Assignment").

D. 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 Assignors and Assignee, Assignors and Assignee agree as follows:

1. Assignor, Elite, sells, transfers, conveys and assigns, and Assignee does hereby accept and assume, the Assignor's right and power to enforce the Covenants.

2. Assignor, Architectural Committee, sells, transfers, conveys and assigns, and Assignee does hereby accept and assume, all of the Architectural Committee's functions, rights, powers, and duties obtained pursuant to the Appointment and Limited Assignment to the Assignee.

3. The Assignors agree to sell, transfer, convey and assign, and Assignee does hereby accept and assume, all existing files and documents regarding the enforcement of the

ROBERT C. "BOB" BALINK El Paso County, CO
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Covenants by the Assignors or management companies that Assignors have previously engaged for the purpose of enforcing the Covenants.

4. The Architectural Committee hereby consents to the above assignment by Elite to the Assignee.

5. This Assignment shall be binding upon, and shall inure to the benefit of the Assignors, Elite, its respective successors and assigns, and the Architectural Committee and its respective successors and assigns.

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

7. 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.

8. 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.

9. 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.*

ASSIGNEE:

WOODMEN HILLS
METROPOLITAN DISTRICT

By: Jeanette M. Barch
Name: Jeanette Barch
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 Barch 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:

- 200132338
- 201044765

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

Woodmen Hills Filing No 9, Lots: 731-814, inclusive

Woodmen Hills Filing No 9, Lots: 666-730, inclusive