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August 27, 2007

Jason W. Downie, Esq.  
Susemihl, McDermott & Cowan, PC  
660 Southpointe Court, Suite 210  
Colorado Springs, CO 80906-3874

RE: Woodmen Hills

Dear Jason:

Enclosed for your use is a document entitled "Contract and Assignment of Right to Enforce Covenants" dated August 14, 2007, and signed by Melody Homes, Inc., D.B.A. D. R. Horton - Melody Series. Please have the document signed by Woodmen Hills Metropolitan District, with notary's acknowledgment and recorded in the office of the Clerk and Recorder of El Paso County, Colorado.

Also enclosed for your information is a redlined document showing the changes from the document that you previously sent to us. These changes were requested by our client and were included in the signed document.

Let me know if you have questions or comments. Please send me a recorded copy of the document for my files.

Sincerely yours,



Anthony J. Rechlitz II

AJR:st  
Enclosures  
cc: Debbie Berdahl

RECEIVED AUG 28 2007



## CONTRACT AND ASSIGNMENT OF RIGHT TO ENFORCE COVENANTS

This Assignment, dated and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2007, (the "Assignment"), is made by and between Melody Homes, Inc., a Delaware Corporation, D.B.A. D.R. Horton – Melody Series (the "Assignor") and Woodmen Hills 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 ~~is~~ may be a "governing body of the applicable master association or similar body" for purposes of C.R.S. § 32-1-1001 *et seq.*

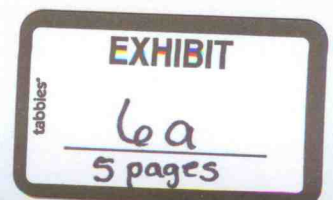
C. According to the Covenants, and in compliance with C.R.S. § 32-1-1004(8)(a)(1), the Assignor and its successors and assigns may have the power to enforce the Covenants and the power to contract and assign that power to enforce the Covenants.

**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, ~~and assigns and quitclaims~~, and Assignee does hereby accept and assume, ~~the Assignor's any right and power that the Assignor may have to~~ enforce the Covenants.

2. The Assignor agrees to sell, transfer, convey, ~~and 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: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss  
COUNTY OF EL PASO         )

|        The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2007, by \_\_\_\_\_ as \_\_\_\_\_ of Melody  
Homes, Inc., d/b/a D.R. Horton – Melody Series.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ASSIGNEE:**

WOODMEN HILLS  
METROPOLITAN DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss  
COUNTY OF EL PASO        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_ as \_\_\_\_\_ of Woodmen Hills Metropolitan District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
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