Electronically Recorded RECEPTION#: 2020000012634,

2/10/2020 at 10:12 AM, 1 OF 4,

**REC: \$28.00** 

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

# ASSIGNMENT OF RIGHTS UNDER THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION CARRIAGE HOUSE

(Filing No. 18 First Amendment)

THIS ASSIGNMENT OF RIGHTS UNDER THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION CARRIAGE HOUSE (Filing No. 18 First Amendment) (this "Assignment") is effective as of February 4, 2020 (the "Effective Date"), by and between North Range Metropolitan District No. 1, Subdistrict No. 2 (the "Assignor") and Reunion Metropolitan District (the "Assignee").

### **RECITALS**

WHEREAS, the Assignor is the "Subdistrict" under that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House (Filing No. 18 First Amendment), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on November 30, 2018, at Reception Number 2018000096029 (the "**Declaration**"); and

WHEREAS, the definition of Subdistrict in Section 2.1 of the Declaration provides that the Subdistrict means the Assignor, and its successors and assigns, including the Assignee, if so assigned pursuant to an agreement between the Assignor and the Assignee; and

WHEREAS, Section 4.2(e) of the Declaration provides that the Assignee shall have the authority to enter into agreements with another District (as defined in the Declaration, which includes the Assignee) to (i) enforce all or part of Supplemental Covenants and Easements (as defined in the Declaration), (ii) maintain, and repair damage to, the Easements (as defined in the Declaration), (iii) maintain, repair, and replace, as necessary, the Fences and the Auto Courts (both as defined in the Declaration), and (iv) to provide any other services or perform any other functions of the Assignee as set forth in the Declaration; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Declaration to the Assignee, and the Assignee desires to accept such assignment; and

WHEREAS, all initially capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **AGREEMENT**

- 1. <u>Assignment</u>. As of the Effective Date, the Assignor hereby assigns and transfers to the Assignor all of its rights and obligations under the Declaration.
- 2. <u>Assumption</u>. As of the Effective Date, the Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of the Assignor under the Declaration and

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agrees to be bound by and perform all of the covenants, agreements, and obligations of the "Subdistrict" under the Declaration.

- 3. <u>The Declaration</u>. Except as modified by the terms and conditions of this Assignment, nothing contained in this Assignment shall be construed to supersede, limit or qualify any provisions of the Declaration. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall govern (except that after the Effective Date, the Assignee shall be deemed to be the "Subdistrict" under the Declaration).
- 4. <u>Governing Law.</u> The construction and performance of this Assignment shall be governed by the laws of the State of Colorado without regard to its principles of conflict of law. Venue shall be property in Adams County, Colorado.
- 5. <u>Recording.</u> This Assignment shall be recorded in the real property records of the Clerk and Recorder of Adams County, Colorado.
- 6. <u>Counterparts; Delivery</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single document.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

## **ASSIGNOR:**

NORTH RANGE METROPOLITAN DISTRICT NO. 1, SUBDISTRICT NO. 2,

a quasi-municipal corporation and political subdivision of the State of Colorado

JAKershismik TGKershisnik 2/4/2020

Name: /4/// / Le. 2

STATE OF COLORADO )
)ss.
COUNTY OF Arapania )

The foregoing instrument was acknowledged before me this  $U^N$  day of Theorem 1, 2020, by Therefore, South as Australia of North Range Metropolitan District No. 1, Subdistrict No. 2.

Witness my hand and official seal.

My commission expires: 4-3-3-31

KATHRYN RAYBE SUAZO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074000377
MY COMMISSION EXPIRES APRIL 22, 2021

Notary Public Songel

[Signature Page 1 of 2 to Assignment of Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House (Filing No. 18 First Amendment)]

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ASSI	GN	EE:	•
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# REUNION METROPOLITAN DISTRICT,

a quasi-municipal corporation and political subdivision of the State of Colorado

	By:
	Date:
STATE OF COLORADO ) ss.  COUNTY OF Acuaciae )  The foregoing instrument was acknown the foregoing instrument was acknown to th	
My commission expires: 4 - 33 - 31	_
KATHRYN RAYBE SUAZO  NOTARY PUBLIC  STATE OF COLORADO  NOTARY ID 20074000377  MY COMMISSION EXPIRES APRIL 22, 2021	Notary Public

[Signature Page 2 of 2 to Assignment of Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House (Filing No. 18 First Amendment)]