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

## ASSIGNMENT OF RIGHTS UNDER THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION RIDGE CARRIAGE HOUSE AND PORCHLIGHT (Filing No. 1)

THIS ASSIGNMENT OF RIGHTS UNDER THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION RIDGE CARRIAGE HOUSE AND PORCHLIGHT (Filing No. 1) (this "Assignment") is effective as of May 10, 2021 (the "Effective Date"), by and between North Range Metropolitan District No. 3, (the "Assignor") and Reunion Metropolitan District (the "Assignee").

## **RECITALS**

WHEREAS, the Assignor is a "District" under that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Reunion Carriage House and Porchlight (Filing No. 1), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on March 3, 2021, at Reception Number 2021000025917 (the "Declaration"); and

WHEREAS, the definition of "District" in Section 2.1 of the Declaration includes one of (a) North Range Metropolitan District No. 3, (b) Reunion Metropolitan District, (c) any other metropolitan or other type of special district organized as quasi-public corporations under the laws of the State of Colorado and includes within its boundaries or service area any portion of the Supplemental Community Area, and (d) any other metropolitan or other type of special district organized as quasi-public corporations under the laws of the State of Colorado to which any district described in (a) through (c) above has delegated all or part of its duties; and

WHEREAS, Section 4.2(e) of the Declaration provides that the Assignor 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 the Supplemental Covenants and Easements, (ii) maintain, and repair damage to, the easements created by this Declaration, (iii) maintain, repair, and replace, as necessary, the Perimeter Fences, the Auto Courts, and (iv) to provide any other services or perform any other functions of the District as set forth in this 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: