

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

(Filing No. 34, Amendment No. 1)

THIS ASSIGNMENT OF RIGHTS UNDER THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION CARRIAGE HOUSE (Filing No. 34, Amendment No. 1) (this “**Assignment**”) is effective as of April 16, 2020 (the “**Effective Date**”), by and between North Range Metropolitan District No. 2, Subdistrict No. 1 (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. 34, Amendment No. 1), recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on April 16, 2020, at Reception Number 2020000035129 (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 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 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 Perimeter 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 Assignor 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. Assignment. As of the Effective Date, the Assignor hereby assigns and transfers to the Assignor all of its rights and obligations under the Declaration.

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

3. The Declaration. 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. Governing Law. 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. Recording. This Assignment shall be recorded in the real property records of the Clerk and Recorder of Adams County, Colorado.

6. Counterparts; Delivery. 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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