

AFTER RECORDING RETURN TO:  
High Plains Metropolitan District  
c/o McGeady Sisneros, P.C.  
450 E. 17th Avenue, Suite 400  
Denver, CO 80203-1214  
Attn: Mark W. Yoder

Reception #: D0086092, 09/01/2010 at  
02:44:53 PM, 1 OF 79, ASG, Rec Fee  
\$401.00  
Arapahoe County CO Nancy A. Doty,  
Clerk & Recorder

**ASSIGNMENT OF RIGHTS UNDER  
PROTECTIVE COVENANTS FOR BLACKSTONE AND  
MANDATORY RESIDENT SOCIAL MEMBERSHIPS**

**THIS ASSIGNMENT OF RIGHTS UNDER PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENT SOCIAL MEMBERSHIPS** (this "Assignment") is made and entered into to be effective as of the 1st day of September, 2010 (the "Effective Date"), by and between **EAST PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Assignor"), and **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o McGeady Sisneros, P.C., 450 E. 17<sup>th</sup> Ave., Suite 400, Denver, CO 80203 ("Assignee").

**RECITALS**

A. Assignor is empowered under those certain Protective Covenants For Blackstone and Mandatory Resident Social Memberships, dated August 29, 2005, and recorded October 20, 2005 with the Arapahoe County Clerk and Recorder at Reception Number B5158103 (as the same has been amended, the "Protective Covenants"), copies of which are attached hereto as **Exhibit A**, to furnish covenant enforcement and design review services for certain property defined in the Protective Covenants (as so defined, the "Property").

B. Assignor desires to assign the rights to furnish covenant enforcement and design review services for the Property pursuant to the Protective Covenants to Assignee, and Assignee desires to assume such rights from Assignor.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Protective Covenants.
2. Assignment; Assumption. As of the Effective Date, Assignor hereby conveys, transfers, assigns and sets over unto Assignee all of Assignor's rights as "Metropolitan District" in, to and under the Protective Covenants without representation or warranty. As of the Effective Date, Assignee hereby accepts such rights and assumes, and agrees to be bound by, all of the terms, covenants and agreements of the Protective Covenants and perform, from and after the Effective Date, all of the duties and obligations of Assignor as "Metropolitan District" under the Protective Covenants.

3. Ratification. Except as expressly set forth in this Assignment, Assignor and Assignee hereby ratify and reaffirm each of the terms, covenants and conditions of the Protective Covenants.

4. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are merged herein and superseded hereby.

5. Authority. Each party for itself, its successors and assigns, hereby represents that it is duly and validly authorized to enter into, execute, deliver, and perform under this Assignment, and that the parties signing on its behalf have all the necessary authority to execute and deliver this Assignment.

6. Successor and Assigns. This Assignment and all rights and obligations of Assignee and Assignor hereunder shall be binding upon and inure to the benefit of Assignor, Assignee and the heirs, successors and assigns of each such party.

7. Miscellaneous. This Assignment shall be governed by and construed under the applicable laws of the State of Colorado. This Assignment may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed this Assignment of Rights Under Protective Covenants for Blackstone and Mandatory Resident Social Memberships as of the date first set forth above.

*[Signature pages follow.]*

**ASSIGNOR:**

EAST PLAINS METROPOLITAN DISTRICT,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

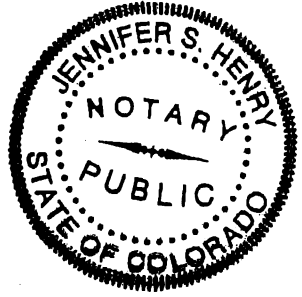
By: [Signature]  
Name: R. Chris Lynch  
Title: President

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2010, by R. Chris Lynch, as President of EAST PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: 8/22/2011



Jennifer S. Henry  
Notary Public

**ASSIGNEE:**  
HIGH PLAINS METROPOLITAN DISTRICT,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

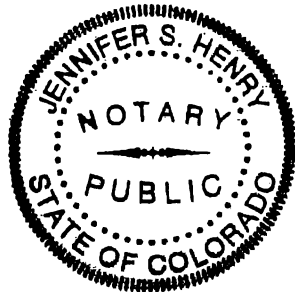
By: [Signature]  
Name: R. Chris Lynch  
Title: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August,  
2010, by R. Chris Lynch, as President of HIGH PLAINS  
METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the  
State of Colorado.

Witness my hand and official seal.

My commission expires: 8/22/2011



Jennifer S. Henry  
Notary Public