

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS AGREEMENT ("Agreement") is made by and between HIGH POINT CUSTOM HOMES, INC., a Colorado corporation ("High Point") and THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC. ("Association").

RECITALS

A. On or about September 5, 2001, Hill Development Corporation ("HDC") adopted that certain **Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camels Estates Townhomes** ("Original Declaration"). The Original Declaration was recorded on September 17, 2001, at Reception No. 201134530 of the records of the El Paso County Clerk and Recorder, and encumbered that certain real property described on Exhibit A, attached hereto (the "Property"). The recordation of the Original Declaration created a common interest community on the Property commonly known as The Greens at Kissing Camels Estates Townhomes (the "Project").

B. The Original Declaration was amended by that certain **Declaration of Annexation** dated December 1, 2006, and recorded on December 4, 2006, at Reception No. 206175347 of the records of the El Paso County Clerk and Recorder ("Declaration of Annexation"). The Declaration of Annexation annexed additional real property to the Project, such real property described on Exhibit B, attached hereto (the "Annexed Property"). (The Property and the Annexed Property are hereinafter collectively referred to as the "Property.")

C. On or about February 28, 2007, HDC executed that certain **Assignment of Declarant's Rights** pursuant to which HDC transferred, assigned and quit claimed to Garden of the Gods Club, LLC ("GGC, LLC") all of its rights as Declarant under the Original Declaration, as amended and supplemented by the Declaration of Annexation. Such instrument was recorded on February 28, 2007, at Reception No. 207027593 of the records of the El Paso County Clerk and Recorder.

D. On or about May 11, 2007, GGC, LLC executed that certain **Limited Assignment of Declarant's Rights and Assignment of Development Rights** pursuant to which it assigned to High Point Custom Homes, Inc. ("High Point") all of its rights as Declarant under the Original Declaration, as amended and supplemented by the Declaration of Annexation. Such instrument was recorded on May 21, 2007, at Reception No. 207068550 of the records of the El Paso County Clerk and Recorder.

E. The Original Declaration was then further amended by recordation of that certain **Amendment Number One to the Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camels Estates Townhomes** dated February 12, 2016, and filed for record on February 24, 2016, at Reception No. 216018575 of the records of the El Paso County Clerk and Recorder ("Amendment Number One"). Amendment Number One was made effective retroactively as of January 1, 2016. (The Original Declaration, the Declaration of

Annexation and Amendment Number One are hereinafter collectively referred to as the "Declaration," and collectively encumber the Property and govern all activities at the Project.)

F. High Point now desires to further assign its Declarant's rights as more fully described herein below.

AGREEMENT

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

1. Assignment. High Point hereby assigns, transfers, conveys and quit claims to the Association all of its right, title and interest as "Declarant" under the Declaration and/or related to the Property and/or the Project including, without limitation, any right or purported right of the Declarant:

- a. to exercise rights in the nature of easement rights and/or license rights granted to, or retained or reserved by the Declarant under the Declaration, and/or the right to exercise, establish, dedicate and/or create easements, reservations, exceptions, exclusions and/or other rights as set forth in the Declaration;
- b. to undertake and perform maintenance, repair and other duties and obligations dedicated or reserved to the Declarant under the Declaration;
- c. to demand or cause title to any real property under the Declaration to revert;
- d. to otherwise enforce any covenant, condition or other provision set forth in the Declaration; and/or
- e. to take any other action, or exercise any other right, granted, dedicated or reserved to the Declarant under the Declaration or by law.

2. Limitation. *Notwithstanding the foregoing, nothing herein shall constitute the Association's assumption of any duty, obligation or liability of High Point or any other predecessor Declarant relating to the Property or the Project, or acts or omissions of High Point or any other third party under the Declaration or with respect to the Property or the Project, which may have accrued or been incurred prior to the Effective Date hereof.*

3. Further Assurances. High Point will execute upon request of the Association any and all additional documents and instruments as reasonably requested by the Association to carry out the purposes and intent of this Agreement.

4. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the remaining provisions hereof or the application of such provisions to persons or circumstances other than those to which it is held invalid, and in lieu of each such provision there shall be substituted a new provision as similar as possible to the provision declared invalid, illegal or unenforceable.

5. Governing Law. This Agreement shall be governed by and construed, interpreted and applied in accordance with the laws of the State of Colorado.

6. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.


7. Effective Date. This Agreement shall be effective immediately upon recordation in the public records of El Paso County, Colorado ("**Effective Date**").

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth below.

HIGH POINT:

HIGH POINT CUSTOM HOMES, INC.,
a Colorado corporation

By:


William L. Ingels, President

Date:

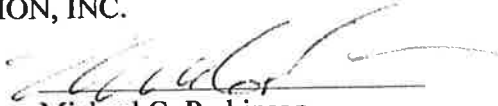
4-19-2017

ACKNOWLEDGED, ACCEPTED AND AGREED:

ASSOCIATION:

THE GREENS AT KISSING CAMELS
ESTATES TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.

By:


Michael G. Parkinson,
President of the Board

Date:

4-19-2017

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 19th day of April, 2017, by William L. Ingels, as President, of High Point Custom Homes, Inc.

Witness my hand and official seal:


Notary Public

My commission expires: May 21, 2020



STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 19th day of April, 2017, by Michael G. Parkinson, as President of the Board of Directors, of The Greens at Kissing Camels Estates Townhomes Homeowners Association, Inc.

Witness my hand and official seal:


Notary Public

My commission expires: May 21, 2020



EXHIBIT A

Legal Description of Property Described in Original Declaration

Lots 1 and 3, The Greens at Kissing Camels Estate Filing No. 1, El Paso County, Colorado, according to the Plat thereof dated August 31, 2000, and recorded September 20, 2000, in the real estate records of the El Paso County Clerk and Recorder at Reception No. No. 200113948

EXHIBIT B

Legal Description of Property Described in Declaration of Annexation

Lot 2, The Greens at Kissing Camels Estates Filing No. 1, El Paso County, Colorado, according to the Plat thereof dated August 31, 2000, and recorded September 20, 2000, in the real estate records of the El Paso County Clerk and Recorder at Reception No. 200113948