

ARDIS W. SCHMITT
REGISTERED PROFESSIONALBOOK
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ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS AND SUBSTITUTION OF DECLARANT

THIS ASSIGNMENT OF RIGHTS AND OBLIGATIONS AND SUBSTITUTION OF DECLARANT ("Agreement") is entered into as of this 31st day of January, 1996 by and between RIDGE DEVELOPMENT CO., Ltd., a Colorado limited partnership and RIDGE SUBDIVISIONS LLC, a Colorado limited liability company (collectively "Assignor") and UTE VALLEY LLC, a Colorado limited liability company and WESTSIDE LLC, a Colorado limited liability company ("Assignee") with respect to the following:

RECITALS

A. Assignor is the "Declarant" under those certain covenants, conditions and restrictions recorded in the real property records of El Paso County, Colorado and more particularly set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "CC&Rs");

B. Assignor and Nine Oaks LLC, a Colorado limited liability company, collectively as "Sellers" thereunder, and Schuck Communities, Inc., a Colorado corporation as "Buyer" thereunder, entered into that certain "Purchase Agreement" dated as of January 29, 1996 (the "Purchase Agreement"), pursuant to which Sellers agreed to sell to Buyer, and Buyer agreed to purchase from Sellers, certain real property more particularly defined in the Purchase Agreement as the "Property," all as more particularly set forth therein;

C. In connection with the transfer of the Property pursuant to the Purchase Agreement, Assignor, among other things, agreed to assign all of its rights and obligations as "Declarant" under the CC&Rs, and Assignee agreed to assume all of Assignor's rights and obligations as "Declarant" under the CC&Rs, and Assignor and Assignee are now entering into this Agreement to evidence and effect the same.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, representations and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment and Assumption of Rights and Obligations as Declarant; Substitution of Declarant. Subject to the terms and conditions of this Agreement, Assignor hereby assigns to Assignee all of its rights, title, interest and obligations as "Declarant" under the CC&Rs to Assignee, and Assignee hereby assumes all rights, title, interest and obligations as "Declarant" under the CC&Rs, which assignment and assumption shall be effective as of the Closing under the Purchase Agreement (the "Effective Date"). Assignee hereby covenants and agrees that it shall comply in all respects with all of the obligations of "Declarant" set forth in the CC&Rs, and hereby further agrees and hereby does protect, defend, indemnify and hold Assignor harmless from and against any and all loss, costs, damages, expenses, liabilities, claims or lawsuits arising from, associated with or otherwise in any way related to the CC&Rs or Assignee's fulfillment of any or all such obligations as "Declarant" thereunder. Assignee is hereby substituted in full as the "Declarant" under the CC&Rs, all as if Assignee had been the original entity designated as "Declarant" under the CC&Rs, and all references to "Declarant" thereunder shall, from and after the Effective Date, be deemed to refer to Assignee.

2. Assignee's Review of CC&Rs. Assignee hereby understands, acknowledges and agrees that it has had full and ample opportunity to review the CC&Rs, and to satisfy itself as to (i) the assignability of Assignor's position as "Declarant" thereunder, (ii) any and all requisite consents necessary for the effectiveness of such an assignment and assumption of Assignor's position as "Declarant" thereunder, and (iii) as to the rights and obligations to be obtained and required thereunder following such assignment. Assignee hereby confirms that it is assuming such position as "Declarant" on the basis of its own independent review of the terms and

visions of the CC&Rs, and that it is not relying upon any representations, warranties or information whatsoever by Assignor in connection therewith. Assignee hereby further acknowledges, understands and agrees that Assignor has not and will not make any representations or warranties whatsoever concerning the CC&Rs or Assignor's position as "Declarant" thereunder. Notwithstanding the foregoing, Assignor hereby agrees to cooperate with Assignee and execute and other documents or agreements reasonably necessary to effectuate the substitution of Assignee as "Declarant" under the CC&Rs and to accomplish the parties' intentions as set forth in this Agreement.

3. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or maybe sought. This Agreement shall be construed and endorsed in accordance with the laws of the state of Colorado. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

**RIDGE DEVELOPMENT CO., Ltd., a
Colorado limited partnership**

By: T-E-H Developers, Inc., a
Colorado corporation, as
General Partner

By: Thomas E. Hausman
Thomas E. Hausman, President

**RIDGE SUBDIVISIONS LLC, a
Colorado limited liability company**

By: T-E-H Developers, Inc., a
Colorado corporation, as
Manager

By: Thomas E. Hausman
Thomas E. Hausman, President

ASSIGNEE:

**UTE VALLEY LLC, a Colorado limited liability
company by Schuck Communities, Inc., a
Colo. corp., assign.**

By: Walter Schuck
Its: PRESIDENT

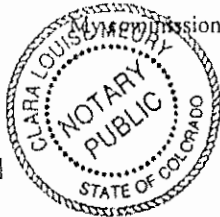
**WESTSIDE LCC, a Colorado limited liability
company by Schuck Communities, Inc., a
Colo. corp., assign.**

By: Walter Schuck
Its: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 31st day of January, 1996, by Thomas E. Hausman as President of T-E-H Developers, Inc., a Colorado corporation, as General Partner of Ridge Development Co. Ltd., a Colorado limited partnership, on behalf of such partnership.

Witness my hand and official seal.



[SEAL]

My commission expires: 10-14-97

Clara Louise Meury

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 31st day of January, 1996, by Thomas E. Hausman as President of T-E-H Developers, Inc., a Colorado corporation, as Manager of Ridge Subdivisions LLC, a Colorado limited company, on behalf of such company.

Witness my hand and official seal.

My commission expires: 10-14-97



[SEAL]

Clara Louise Meury

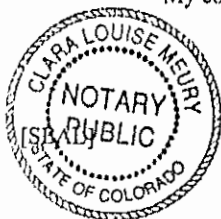
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 31st day of January, 1996, by William Schuck as President Schuck Communities of UTE VALLEY LLC, a Colorado limited liability company, on behalf of such company. Schuck Communities

Witness my hand and official seal.

My commission expires: 10-10-97



Clara Louise Meury

Notary Public

COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 31st day of January, 1996, by William J. Schack as President of Westside LLC, a Colorado limited liability company on behalf of such company Manager

Witness my hand and official seal.

My commission expires: 10-14-97

Clara Louise Meury

Notary Public

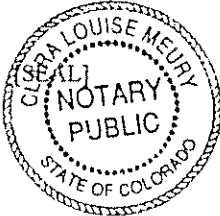


EXHIBIT "A"
(List of Covenants, Conditions and Restrictions)

4)

COVENANTS

- 4a) Mountain Shadows Filing #2 Book 3737 - Page 714
- 4b) Mountain Shadows Filing #3 Book 3737 - Page 729
- 4c) Mountain Shadows Filing #4 Book 3872 - Page 342
- 4d) Mountain Shadows Filing #5 Book 5135 - Page 0409
Book 5357 - Page 999
Book 5781 - Page 974
- 4e) Mountain Shadows Filing #6 Book 3933 - Page 1252
- 4f) Mountain Shadows Filing #7 Book 5357 - Page 999
- 4g) Mountain Shadows Filing #8 Book 5081 - Page 1158
Book 5155 - Page 752
Book 5211 - Page 1368
- 4h) Mountain Shadows Filing #9 Book 5203 - Page 0921
- 4i) Mountain Shadows Filing #10 Book 5296 - Page 1223
Book 5670 - Page 0780
- 4j) Mountain Shadows Filing #11 Book 5393 - Page 957
- 4k) Mountain Shadows Filing #12 Book 5437 - Page 1430
Book 5503 - Page 564
- 4l) Mountain Shadows Filing #14 Book 5838 - Page 1216
- 4m) Mountain Shadows Filing #15 Book 5545 - Page 887
Book 5840 - Page 1383
- 4n) Mountain Shadows Filing #16 Book 5464 - Page 1343
- 4o) Mountain Shadows Filing #17 Book 5615 - Page 234
Book 5605 - Page 374
- 4p) Mountain Shadows Filing #18 Book 5880 - Page 483
- 4q) Mountain Shadows Filing #19 Book 5742 - Page 486
- 4r) Mountain Shadows Filing #20 Book 5838 - Page 1232
Book 6353 - Page 1210
- 4s) Mountain Shadows Filing #21 Book 5950 - Page 837
- 4t) Mountain Shadows Filing #22 Book 6257 - Page 1483
- 4u) Mountain Shadows Filing #23 Book 5950 - Page 857

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4v)	Mountain Shadows Filing #24	Book 6037 - Page 365 Book 5974 - Page 954
4w)	Mountain Shadows Filing #25	Book 5950 - Page 877
4x)	Mountain Shadows Filing #26	Book 5967 - Page 1345
4y)	Mountain Shadows Filing #27	Book 6468 - Page 1055
4z)	Mountain Shadows Filing #28	Book 6302 - Page 930
4aa)	Mountain Shadows Filing #29	Book 6144 - Page 1412
4ab)	Mountain Shadows Filing #31	Book 6144 - Page 1434
4ac)	Mountain Shadows Filing #1 - Rolm - MCI	Book 3362 - Page 195 Book 3775 - Page 432
4ad)	Parkside at Mountain Shadows	Book 3890 - Page 835 Book 5007 - Page 931 Book 5110 - Page 908
4ae)	Lot 6 - 10 Mountainn Shadows - Office Park Filing No. 1	Book 6572 - Page 1021
4af)	Block 6 Mountain Shadows Filing No. 8	Book 6714 - Page 155