

Prepared by
Kenneth C. Praschan
Return to:
SIDS MILLS PROPERTIES, LLC
8000 Corporate Centre Drive
Suite 100
Charlotte, NC 28226

ASSIGNMENT OF RIGHTS OF DECLARANT

THIS INSTRUMENT is made and entered into as of this 29 day of December, 2020, by and between THE VILLAGE AT ROCKFISH, LLC, a North Carolina limited liability company ("Assignor"), and SIDS MILLS PROPERTIES, LLC, a North Carolina limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is Declarant under certain Declaration of Covenants, Conditions, and Restrictions of The Village at Rockfish Subdivision recorded on October 15, 2012, in Deed Book 9018, Page 590, Cumberland County Registry, as amended by a First Amendment to Declaration of Covenants, Conditions and Restrictions of The Village at Rockfish Subdivision dated July 29, 2013 and recorded in Deed Book 9301, Page 871, Cumberland County Registry (the "First Amendment"), a Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Village at Rockfish Subdivision dated March 4, 2015, and recorded in Deed Book 9606, Page 48, Cumberland County Registry, (the "Second Amendment"), a Third Amendment to Declaration of Covenants, Conditions and Restrictions of The Village at Rockfish Subdivision dated June 5, 2017, and recorded in Deed Book 10129, Page 567, Cumberland County Registry, (the "Third Amendment"), a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of The Village at Rockfish Subdivision dated October 5, 2015, and recorded in Deed Book 9752, Page 546, Cumberland County Registry, (the "Fourth Amendment"), (collectively, the "Declaration"); and

WHEREAS, by Deed recorded July 20, 2020 at Deed Book 10831, Page 604. Cumberland County Registry, Assignee obtained a portion of the remaining properties owned by the Smith Heirs (as defined in the Declaration recorded in Book 9018, Page 590, on Exhibit "B" reserved for future development as set forth in Article II of the Declaration and as described in Exhibit "B" attached to the Declaration with the intent that Assignee assume and continue the role of Declarant under the Declaration and the Class B



Member of The Village@Rockfish Homeowners Association, Inc. (the "Association") as the successor and assign of Assignor; and

WHEREAS, Assignee and Assignor desire to memorialize the assignment of Declarant's rights under the Declaration and the Class B Membership (as defined in Section 4.5.2 of the Declaration) in the Association to Assignee.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, it is agreed as follows:

1. Assignor hereby covenants, warrants and represents that it is the sole holder of all right, title and interest (a) of the Declarant under the Declaration, and (b) to the Class B Membership in the Association, and has full right, power and authority to enter into this instrument and transfer and assign such rights as Declarant and Class B Member of the Association to Assignee without the consent of any other party.
2. Assignor assigns, conveys and transfers to Assignee all right, title and interest of the Declarant under the Declaration and to the Class B Membership in the Association.
3. Assignee accepts such assignment and agrees to assume and perform the duties and obligations of the Declarant under the Declaration and Class B Member of the Association accruing from and after the date hereof.
4. Assignor agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, cost (including reasonable attorney's fees and costs) or damage which Assignee may incur and any and all claims and demands whatsoever on the Declarant's part to be performed or discharged under the Declaration, whether as Declarant or as Class B Member of the Association, prior to the date hereof.
5. Assignee agrees to defend, indemnify and hold harmless Assignor from any and all liability, loss, cost (including reasonable attorney's fees and costs) or damage which Assignor may incur and any and all claims and demands whatsoever which may be asserted against Assignor by reason of, and Assignee hereby specifically assumes, any and all obligations or undertakings on the Declarant's part to be performed or discharged under the Declaration, whether as Declarant or as Class B Member of the Association, on or after the date hereof.



IN WITNESS WHEREOF, the parties hereto have executed this instrument as the date set forth above.

ASSIGNOR:

THE VILLAGE AT ROCKFISH, LLC,
A North Carolina limited liability company

Lawrence H. Walsh
By: _____

Name: Lawrence H. Walsh

Title: Member Manager

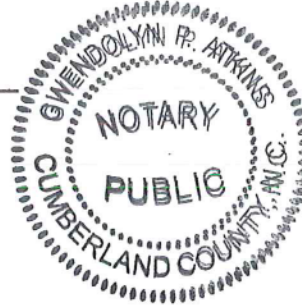
STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I, Gwendolyn P. Atkins, a Notary Public for Cumberland County, North Carolina, do hereby certify that Lawrence H. Walsh, personally appeared before me and acknowledged that he executed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal, this the 6 day of January, 2021 ~~December, 2020~~.

Gwendolyn P. Atkins
Notary Public Signature



My commission expires: 11-16-2025

[Handwritten mark]

ASSIGNEE:

SIDS MILLS PROPERTIES, LLC,
A North Carolina limited liability company

By: _____
Name: John W. Ray III
Title: Managing Member

STATE OF ~~NORTH CAROLINA~~ Georgia

COUNTY OF Oconee

I, Angie M. Laird, a Notary Public for Oconee
County, ~~North Carolina~~ Georgia, do hereby certify that John W. Ray III, personally appeared before me and acknowledged that he executed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal, this the 29 day of December, 2020.

Angie M. Laird
Notary Public Signature

My commission expires: 4/8/2024



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