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After Recording Return to:  
MINOR, HAIGHT & ARUNDELL, P.C.  
P.O. Drawer 6067  
Hilton Head Island, SC 29938

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )      ASSIGNMENT OF  
   )      DECLARANT RIGHTS

4<sup>th</sup> THIS ASSIGNMENT OF DECLARANT RIGHTS (the "Assignment") is made this day of ~~April~~ May, 2021, (the "Effective Date") by Summerfield Land, L.P., a South Carolina limited partnership (the "Assignor") and Chinaberry Ridge Owners' Association, Inc., a South Carolina non-profit corporation (the "Assignee").

WITNESSETH

WHEREAS, Assignor is the Declarant in that certain document know as the Chinaberry Ridge Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Chinaberry Ridge Owners' Association, recorded May 4, 1995 in Book 775 at Page 1518, as amended; and

WHEREAS, the Declaration affects lands generally known as "Chinaberry Ridge" located on Hilton Head Island, Beaufort County, South Carolina, as more particularly described in the Declaration; and

WHEREAS, Assignor has conveyed to Assignee various "Open Spaces" in that certain Quit Claim Deed, recorded in the ROD on September 20, 2010 in Book 2992 at Page 2370; and

WHEREAS, Assignor now wishes to assign to Assignee and Assignee wishes to accept such assignment, of all of its right, title, privileges, and interest under the Declaration (together the "Declarant Rights"); and

WHEREAS, it is the intent of this Assignment and parties hereto for the Assignor to transfer convey and assign all Declarant Rights to the Assignee as the same are applicable to the Property such that Assignor and its successors and assigns shall have no further claims to, ownership of or any powers of enforcement as to the Declarant Rights related to the Property, which are irrevocably and permanently assigned by Assignor to Assignee, its successors and assigns as to all or any part of the Property.

NOW THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars and for other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor, hereby assigns to the Assignee the Declarant Rights as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignment. The Assignor hereby assigns and Assignee accepts all of Assignor's rights, title, privileges and interest under the Declaration.

3. Indemnification.

(a) Indemnity from Assignor to Assignee. Assignor shall indemnify, defend and hold Assignee harmless from and against all claims, liability, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs, including any such fees and costs incurred in dispute resolution or appellate proceedings) (collectively, "Claims") which Assignee may incur or be subject to by reason of this Assignment and arising from Assignor's (or its agents' or employees') acts or omissions, or inaction, occurring prior to the Effective Date and relating to the Assignment.

(b) Indemnity from Assignee to Assignor. Assignee shall indemnify, defend and hold Assignor harmless from and against all Claims which Assignor may incur or be subject to by reason of this Assignment and arising from Assignee's (or its agents' or employees') acts or omissions, or inaction, occurring from and after the Effective Date and relating to the Assignment.

4. Further Assurances: Cooperation. Assignor shall, from time to time, upon Assignee's written request, promptly execute and deliver such additional documents, and take such further action, as Assignee may reasonably request in order to effectuate and confirm this Assignment and to enable Assignee to exercise and enforce its rights under this Assignment.

5. No Partners. Nothing contained in this Assignment or any of the documents to be executed pursuant hereto shall constitute Assignee as a partner with, or agent for, Assignor. In no event shall Assignee owe any sort of fiduciary duty or obligation to Assignor.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and of which shall constitute one and the same instrument. Any signature delivered by facsimile or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party; however, to the extent Assignor executes this Assignment in counterparts and delivers a copy thereof to Assignee by electronic transmission, it shall also deliver the actually signed counterpart to Assignee so that the Assignee will have an originally signed version of this Assignment.

7. Partial Invalidity. If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, invalid, unlawful, void, or unenforceable as written, then it is the intent of each party that (a) any such provision shall be given force to the fullest possible extent that it is legal, valid and enforceable (b) the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision was not contained herein, and (c) the rights,

obligations and interests of the parties under the remainder of this assignment shall continue in full force and effect.

8. **Miscellaneous.** This Assignment and the terms and provisions hereof shall bind and inure to the benefit of the parties and their respective legal representatives and successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Assignment and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event litigation relating to enforcement of rights under this Assignment, the prevailing party shall be entitled to recover all litigation expenses, including reasonable attorneys' fees and court costs, from the non-prevailing party. This Assignment may not be amended, modified altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto.

9. **Exhibits.** All exhibits which are referred to in this Agreement and attached hereto are specifically incorporated herein by reference and form an integral part hereof.

IN WITNESS WHEREOF, the parties have executed this Assignment in the manner and form sufficient to bind them as of the date first above written.

[Signatures of the Parties Follow]

IN WITNESS WHEREOF, Assignor has set its seal and caused these presents to be duly executed the day and year first hereinabove written.

WITNESSES:

E. Smith  
Witness 1

Margaret B. Luckey  
Witness 2 - Notary

ASSIGNOR:

Summerfield Land, L.P.

By:

Its:

[Signature]  
GENERAL PARTNER

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, Margaret B. Luckey, Notary Public for South Carolina do hereby certify that David W. Staken as General Partner of Summerfield Land, L.P., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 29<sup>th</sup> day of April, 2021.

Margaret B. Luckey (SEAL)  
Notary Public for: South Carolina  
Name: Margaret B. Luckey  
My Commission Expires: 4/3/28

IN WITNESS WHEREOF, Assignee has set its seal and caused these presents to be duly executed the day and year first hereinabove written.

WITNESSES:

Betty S. Drane  
Witness 1

Elaine H. Bowen  
Witness 2- Notary

ASSIGNEE:  
Chinaberry Ridge Owners'  
Association, Inc.

By: Donald Hooks  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, Elaine H. Bowen, Notary Public for South Carolina do hereby certify that Donald Hooks as President of Chinaberry Ridge Owners' Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 4<sup>th</sup> day of May, 2021.

Elaine H. Bowen (SEAL)  
Notary Public for: South Carolina  
Name: Elaine H. Bowen  
My Commission Expires: 6/29/26

