

For Registration Register of Deeds
Judy D. Martin

Moore County, NC

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Book: 4930 Page: 196 - 199 #Pages: 4

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Instrument # 2018001116

**ASSIGNMENT OF DECLARANT'S RIGHTS UNDER
THE RESTRICTIVE COVENANTS AND CONDITIONS FOR THE
COTTAGES AT AND RESTRICTIONS OF BALLYBUNION PARK**

PREPARED BY: John M. May
Robbins May & Rich LLP
120 Applecross Road
Pinehurst, North Carolina 28374

RETURN TO:

Jeffrey J. Goebel, Jordan Price Law Offices
PO Box 10469
Raleigh, NC 27605

**STATE OF NORTH CAROLINA
COUNTY OF MOORE**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS UNDER THE RESTRICTIVE COVENANTS AND CONDITIONS FOR THE COTTAGES AT BALLYBUNION PARK (the "Assignment") is entered into as of this 10th day of January, 2018 by and between TRI-CITY, INC., a North Carolina corporation ("Assignor"), and HOMES BY DICKERSON, INC., a North Carolina corporation ("Assignee"). These parties shall hereinafter sometimes be referred to collectively as the "Parties", and individually as a "Party".

WITNESSETH

WHEREAS, Tri-City, Inc. entered into those certain Restrictive Covenants and Conditions for the Cottages at Ballybunion Park dated June 15, 2016, recorded in Book 4660, Page 443, Moore County, North Carolina Registry, (the "Covenants"), subjecting the land known as Ballybunion Park (the "Subdivision") therein described to the Covenants, and

WHEREAS, the Covenants, for purposes of insuring the most appropriate development and improvement of the Subdivision, reserved for the Declarant, certain rights and powers under the Covenants, and

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submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

WHEREAS, Assignor has conveyed to Assignee all of Assignor's right, title and interest in and to certain developed residential real estate known as Ballybunion Park that is subject to the Covenants, and

WHEREAS, subject to the terms and conditions set forth herein, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights, powers, duties and obligations as "Developer", "Owner", "Declarant" or "Successor Declarant" under the Covenants (collectively, the "Declarant Rights").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals shall constitute an integral part of this Assignment, and this Assignment shall be construed in light thereof.

2. **CAPITALIZED TERMS.** Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Covenants.

3. **ASSIGNMENT AND ASSUMPTION.** In accordance with the terms of the Covenants, Assignor hereby assigns to Assignee the Declarant Rights, and Assignee hereby accepts the assignment of the Declarant Rights and agrees to be bound by, and to perform, all of the Declarant Rights.

4. **MISCELLANEOUS.**

A. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

B. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

C. **Captions, Gender.** Paragraph headings throughout this Assignment are solely for the convenience of the Parties and are intended to have no legal meaning in and of themselves. Where the context requires, the masculine, feminine and neuter genders may be substituted for one another, as may be the singular for the plural number, and vice versa.

(SIGNATURE PAGES ATTACHED)

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties as of the day and year first above written.

ASSIGNOR:

TRI-CITY, INC.

By: *Neil Robette*
Name: Neil Robette
Title: CEO

STATE OF NORTH CAROLINA, COUNTY OF MOORE

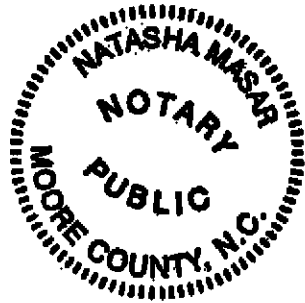
I, Natasha Masar, a Notary Public of the County and State aforesaid, certify that Neil Robette, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is CEO [title of officer] of TRI-CITY, INC., a North Carolina corporation, and that (s)he, as, CEO [title of officer] being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and notarial seal, this 16th day of January, 2017.

(Official Seal)

Natasha Masar
Notary Public

My Commission Expires: 3/28/20



IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties as of the day and year first above written.

ASSIGEE:

HOMES BY DICKERSON, INC.

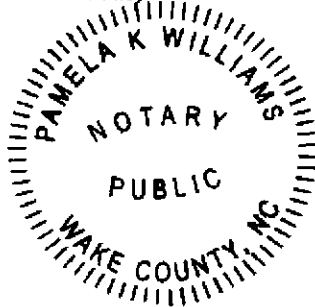
By: *[Signature]*
Name: BRANT CLESSON
Title: PRESIDENT

STATE OF NORTH CAROLINA, COUNTY OF ~~MOORE~~ WAKE

I, Pamela K. Williams, a Notary Public of the County and State aforesaid, certify that Brant Clessen, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is President [title of officer] of HOMES BY DICKERSON, INC., a North Carolina corporation, and that (s)he, as, President [title of officer] being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and notarial seal, this 29 day of January, 2018

(Official Seal)



Pamela K. Williams
Notary Public

My Commission Expires: 8-30-2021