

Connie Stroud, Register  
 Robertson County Tennessee  
 Rec #: 309203      Instrument #: 372521  
 Rec'd: 25.00      Recorded  
 State: 0.00      11/20/2020 at 1:53 PM  
 Clerk: 0.00      in Record Book  
 Other: 2.00      2016  
 Total: 27.00

Pages 333-337

This Instrument prepared by  
And upon Recording return to:

T. Chad White  
 Tune, Entekin & White, PC  
 315 Deaderick Street, Suite 1700  
 Nashville, TN 37238  
 615/244-2770

### ASSIGNMENT OF DECLARANT RIGHTS

This Assignment of Declarant Rights (this "Assignment") is made and effective as of 6<sup>th</sup> day of November, 2020, by and between **G & N Properties, LLC**, a Tennessee limited liability company ("Original Declarant") and **Century Communities of Tennessee, LLC**, a Delaware limited liability company ("Declarant").

### Recitals

WHEREAS, Original Declarant, as owner and developer, established and filed that certain Declaration of Protective Covenants Conditions and Restrictions for Chelsea's Way (the "Declaration") of record in the Register's Office for Robertson County, Tennessee at Book 2012, Page 182-243 on Nov. 6, 2020; and

WHEREAS, Original Declarant desires to transfer and assign to Declarant all of its rights and obligations as declarant and developer under the Declaration, and Declarant desires to accept and assume said transfer, thereby being the successor in interest thereto.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Original Declarant and Declarant agree as follows:

1. **Transfer and Assignment of Declarant Rights and Obligations.** Original Declarant hereby assigns all of its rights, duties, obligations, liabilities and any other responsibilities of "Developer" or "Declarant" under the Declaration to Declarant. Declarant hereby accepts such assignment and assumes the above-referenced rights, title, interest, powers, privileges, and benefits as "Developer" or "Declarant" under the Declaration with respect to the aforementioned transfer and assignment. Declarant shall hereinafter have all rights to act and to exercise all rights, title, interest, powers, privileges, benefits and obligations as the "Developer" or "Declarant" under the Declaration.

2. **Association Records.** Declarant acknowledges and agrees that all Association records in Original Declarant's possession or control have previously been delivered to Declarant, including without limitation, all resolutions, meeting minutes, contracts with vendors providing services or materials to the Association, owner / dues ledgers, Association banking account statements, architectural review submittals and decisions, etc.

3. **Indemnification.** To the fullest extent permitted by law, Original Declarant, for itself and for its agents, representatives, employees, independent contractors or any other person or entity acting for or on its behalf, agrees to indemnify and hold Declarant harmless from all third party claims, liabilities or out of pocket damages ("Claims") whether in tort, contract, or otherwise arising out of or related to: (a) actions or inaction in connection with its status as "Developer" or "Declarant" under the Declaration; (b) the operation and management of the Association; (c) construction and development in the Subdivision; and (d) any representations or warranties related to development, construction and sales activities in the Subdivision (collectively, "Original Declarant's Actions"), but only to the extent such Original Declarant's Actions occurred before this Assignment. Original Declarant hereby irrevocably and unconditionally agrees to release, acquit, and forever discharges Declarant, its affiliated companies, and all of their respective officers, shareholders, employees, independent contractors, representatives, agents, successors in interest, attorneys and/or assigns from any and all claims, rights, interests, causes of action, and/or remedies of any nature, kind, or description related to Original Declarant's Actions. Further, Original Declarant shall defend all claims or suits brought against Declarant on account of any such Original Declarant's Actions and shall reimburse Declarant for any expenses, including attorney's fees, incurred by Declarant by reason of such claims, irrespective of whether or not a formal proceeding or lawsuit has been commenced or if such claim is meritorious.

4. **Relationship of the Parties.** Nothing contained herein is intended to create, nor shall it ever be construed to make, any of the parties hereto partners or joint venturers.

5. **Survival of Provisions.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Captions.** The captions of sections of this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

7. **Entire Agreement.** This Assignment supersedes all prior discussions and agreements between the parties hereto, and this Assignment contains the sole and entire understanding between the parties hereto.

*[ Notarized Signatures on Next Pages ]*

IN WITNESS WHEREOF, Original Developer has caused this Assignment to be duly executed as of the date first stated above.

**ORIGINAL DECLARANT:**

**G & N Properties, LLC,**

**A Tennessee Limited Liability company**

By Benny Neill  
Benny Neill, Manager

By: Mark Gant  
Mark Gant, Manager

STATE OF TENNESSEE)

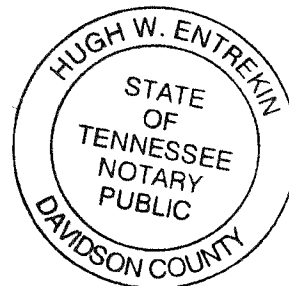
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Benny Neill and Mark Gant, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), who acknowledged that they are is the Managers of G & N Properties LLC, a Tennessee limited liability company and the within named bargainor, and who further acknowledged that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of G & N Properties LLC as its Managers.

WITNESS my hand and official seal at office this 5<sup>th</sup> day of November, 2020.

Hugh W. Entekin  
Notary Public

My Commission Expires: 7-3-23



IN WITNESS WHEREOF, Declarant has caused this Assignment to be duly executed as of the date first stated above.

**DECLARANT:**

**Century Communities of Tennessee, LLC,  
a Delaware limited liability company**

By: 


Print Name: John Henneberry

Its: Division President

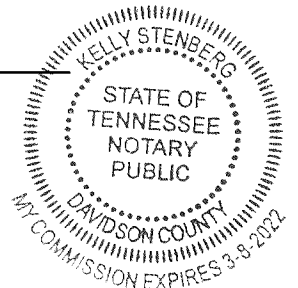
STATE OF TENNESSEE       )  
                                          )  
COUNTY OF DAVIDSON    )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the above-named individual with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the above-identified officer / authorized agent of **Century Communities of Tennessee, LLC** (the "Century") and that he/she, as such officer, being duly authorized to do so, executed the foregoing document for the purposes contained therein, by signing his/her name as such officer acting on behalf of **Century**.

Witness my hand and official seal on the 5<sup>th</sup> day of November, 2020.

  
NOTARY PUBLIC

My Commission Expires: 3 / 8 / 22



True Copy Certification

I, Hugh W. Entrekin, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

[Signature]  
Signature

State of TENNESSEE

County of DAVIDSON

Personally appeared before me, Shamece Bond, a notary public for this county and state, Hugh W. Entrekin, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Signature]  
Notary's Signature

My Commission Expires: 05/02/2022  
Notary' Seal (if on paper)

