



meanings ascribed to them in the Declaration.

2. Assignment of Rights and Obligations by Master Declarant Assignor. Master Declarant Assignor does hereby non-exclusively convey, transfer and assign unto Assignee, its successors and assigns, any and, all rights, duties, and obligations of Master Declarant Assignor that were previously assigned to Successor Declarant Assignor pursuant to the Centex Assignment, individually and as Master Declarant under the Declaration, subject to all limitations and reservations contained in the Centex Assignment. The Centex Assignment is incorporated herein by reference. For the avoidance of any doubt, Assignee is hereby non-exclusively assigned all rights and obligations in connection with the Property and any additional property owned by Assignee that is subject to the Declaration that were previously assigned to the Successor Declarant Assignor in the Centex Assignment, and such rights are held concurrently with the Master Declarant Assignor.

3. Limitation on Assignment of Rights and Obligations to Assignee. This Assignment is not and shall not be construed or deemed in any way as a relinquishment of any rights held concurrently and non-exclusively by Master Declarant Assignor with Successor Declarant Assignor.

4. Assignment of Rights and Obligations by Successor Declarant Assignor. Successor Declarant Assignor does hereby convey, transfer and assign unto Assignee, its successors and assigns, any and, all rights, duties, and obligations of Successor Declarant Assignor that were previously assigned to it pursuant to the Centex Assignment, individually and as a successor Declarant under the Declaration, subject to all limitations and reservations contained in the Centex Assignment. The Centex Assignment is incorporated herein by reference. For the avoidance of any doubt, Assignee is hereby absolutely and unconditionally assigned all of Successor Declarant Assignor's rights and obligations in connection with the Property and any additional property owned by Assignee that is subject to the Declaration received in the Centex Assignment, and such rights are held concurrently with the Master Declarant Assignor.

5. Rights and Obligations at Issue Assigned to Full Extent. Master Declarant Assignor and Successor Declarant Assignor intend for Assignee to possess those particular rights and obligations assigned pursuant to this Assignment to the fullest extent that Successor Declarant Assignor could exercise such rights, subject, however, to all limitations, reservations, terms and conditions set forth in the Centex Assignment. Furthermore, to the extent that Master Declarant Assignor retained and reserved rights, they shall have the full power and authority to exercise those rights to the fullest extent. Further, for purposes hereof, Master Declarant Assignor and Successor Declarant Assignor intend for the rights and obligations assigned by this Assignment to exist with respect to Assignee (as an "assign" of the Declarant within the definition contained within Section 2.35 of the Declaration) through the entire period that the Declarant would otherwise have enjoyed such rights and been bound by such obligations under the terms of the Declaration.

6. Absolute Assignment. This Assignment is intended to be an absolute present assignment of Successor Declarant Assignor's rights and obligations held under the Declaration pursuant to the Centex Assignment to Assignee.

7. Covenants and Representations of Master Declarant Assignor, Successor Declarant Assignor and Assignee. Master Declarant Assignor, Successor Declarant Assignor and Assignee covenant and represent as follows:

- a. that Master Declarant Assignor and Successor Declarant Assignor have full right and title to assign the rights hereby assigned to the extent described herein;
- b. that no other assignment of any interest therein has been made other than that as described in this Assignment; and,
- c. that Master Declarant Assignor will not hereafter, without the written, consent of Assignee,

consent to the release of any party liable under the Declaration to the extent such liability is a result of, or is directly and materially related to, the rights assigned to Assignee herein.

8. Indemnifications. Master Declarant Assignor and Successor Declarant Assignor shall indemnify and hold Assignee harmless for any and all claims, expenses, losses and liabilities arising from any uninsured breach of duty by Successor Declarant Assignor individually under the Declaration, and as Declarant, prior to the date of this Assignment. Assignee shall indemnify and hold Master Declarant Assignor and Successor Declarant Assignor harmless for any and all claims, expenses, losses and liabilities arising from any uninsured breach of duty by Assignee as Declarant from and after the date of this Assignment.

9. Revisions to By-Laws. To the extent the Articles of Incorporation and the By-Laws of the Barefoot Resort Joint Committee, Inc. require any amendment so as to be consistent with this Assignment, Master Declarant Assignor and Assignee agree to make such modifications in good faith. Master Declarant Assignor shall not cause or permit any vote controlled by the Master Declarant Assignor to be exercised which would result in an increase or decrease in the number of Board members under the Joint Committee By-Laws without the prior written, consent of the Assignee so long as the Assignee possesses the right to appoint and remove Directors under the Joint Committee By-Laws pursuant to Sections 3.3(a) and 3.3(b) thereof.

10. Binding Nature of Assignment. This Assignment applies to and binds the Parties hereto and their respective successors and assigns.

11. Execution in Counterparts. This Assignment may be signed by each party upon a separate copy, in such case one counterpart of this Assignment shall consist of enough of such copies to reflect the signature of each party. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary to produce or account for more than one such counterpart.

12. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.

13. Modification - This Assignment may be modified only upon the mutual written consent of all of the Parties hereto.

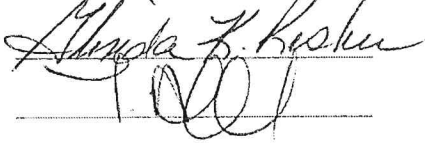
14. Recitals - The Recitals as set forth above are fully incorporated within and are made a part of this Assignment.

15. Entire Agreement. This Assignment constitute the entire Agreement between the Parties as to all issues concerning the assignment of certain of the Declarant's rights under the Declaration.

[SIGNATURE PAGE TO FOLLOW]

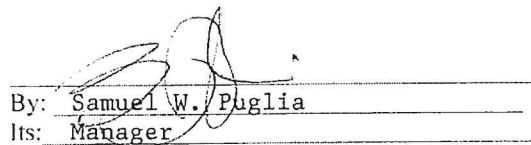
IN WITNESS WHEREOF, Assignor, Assignee, and Lender have signed and sealed this instrument the date first above set out.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_

MASTER DECLARANT ASSIGNOR:


SILVER CAROLINA DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

  
By: Samuel W. Puglia  
Its: Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

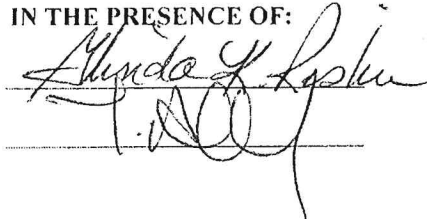
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 26th day of October, 2021, by Samuel W. Puglia as Manager of Silver Carolina Development Company, LLC.

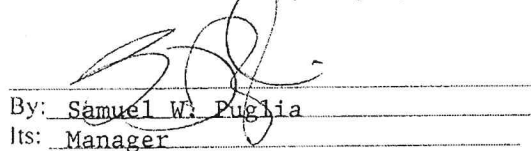
  
\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/11/2031  
(AFFIX SEAL)



SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_

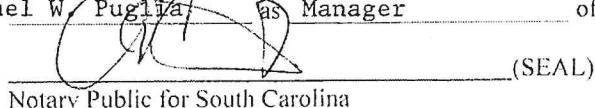
INTRACOASTAL DEVELOPMENT COMPANY, LLC,  
a Delaware limited liability company

  
By: Samuel W. Puglia  
Its: Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 26th day of October, 2021, by Samuel W. Puglia as Manager of Intracoastal Development Company, LLC.

  
\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/11/2031  
(AFFIX SEAL)



SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

Sharonna Bauman  
Monty Johnson

SUCCESSOR DECLARANT ASSIGNOR:  
CENTEX HOMES, a Nevada general partnership

Xavier  
By: Xavier Dwayne Mac Evans  
Its: VP of Finance

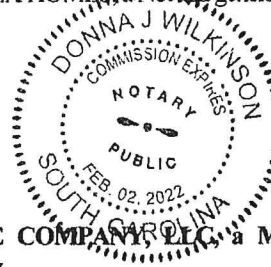
STATE OF SOUTH CAROLINA

COUNTY OF Charleston mt  
~~HORRY~~

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2021, by  
Xavier Dwayne Mac Evans VP of Finance of CENTEX HOMES, a Nevada general partnership.

Monty Johnson (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/2/22  
(AFFIX SEAL)



SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

Sharonna Bauman  
Monty Johnson

ASSIGNEE:  
PULTE HOME COMPANY, LLC, a Michigan limited  
liability company

Xavier  
By: Xavier Dwayne Mac Evans  
Its: VP of Finance

STATE OF SOUTH CAROLINA

COUNTY OF Charleston TD  
~~HORRY~~

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October 2021, by  
Xavier Dwayne Mac Evans VP of Finance of Pulte Home Company, LLC, a Michigan limited  
liability company

Monty Johnson (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/2/22  
(AFFIX SEAL)



EXHIBIT "A"

**ASSIGNEE'S PROPERTY**

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the City of North Myrtle Beach, Horry County, South Carolina described as "Lot 61-B, 4.76 acres" on that certain "MAP OF LOTS 61-A AND 61-B SUBDIVISION PLAT" prepared by DDC Engineers, dated April 25, 2005, last revised May 20, 2005 and recorded in Plat Book 205 at Page 103, Public Records of Horry County, South Carolina, which is by this reference made a part hereof.

ALSO DESCRIBED AS:

ALL AND SINGULAR that certain non-exclusive, permanent, perpetual and appurtenant easement described as "Lot 61-B, 4.76 Acres" on that certain plat entitled "BOUNDARY & EASEMENT MAP OF LOT 61-B (4.76 Acres) PIN:390-04-01-0039 / TMS:155-00-01-125" prepared for Pulte Homes by Development Resources Group, LLC and dated September 28, 2021 and recorded October 7, 2021 in Plat Book 301 at Page 27, Horry County Records.

**HORRY COUNTY REGISTER OF DEEDS  
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.  
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,  
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Assignment Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Burr & Forman LLP

ADDRESS:

420 N. 20th St., Ste. 3400

Birmingham, AL 35203

TELEPHONE: (205) 458-5443

FAX: (205) 458-5443

E-MAIL ADDRESS: jasaday@burr.com

Related Document(s): book **2251** , page **384**

**PURCHASE PRICE / MORTGAGE AMOUNT: \$,**

**BRIEF PROPERTY DESCRIPTION: LOT 61-B, 4.76 ACRES CITY OF NORTH MYRTLE BEACH**

**TAX MAP NUMBER (TMS #) / PIN NUMBER: . . . . .**

**GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):**

FULL BUSINESS NAME

1. BAREFOOT RESORT RESIDENTIAL PROPERTIES
2. SILVER CAROLINA DEVELOPMENT COMPANY LLC
3. INTRACOASTAL DEVELOPMENT COMPANY LLC
4. CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP

**GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):**

FULL BUSINESS NAME

1. PULTE HOME COMPANY, LLC