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STATE OF SOUTH CAROLINA)		REVOCABLE ASSIGNMENT OF
)		NON-EXCLUSIVE RIGHTS
)		UNDER COVENANTS
COUNTY OF BEAUFORT)		(Ref: Book 519 at Page 1355)

THIS REVOCABLE ASSIGNMENT OF NON-EXCLUSIVE RIGHTS UNDER COVENANTS (the “Assignment”) is entered into and intended to be effective the 17th day of August, 2016 (the “Effective Date”), by and between Community Services Associates, Inc., a South Carolina non-profit corporation (“CSA”) and the Association of Sea Pines Plantation Property Owners, Inc. and the Advisory Board, a South Carolina non-profit corporation (“ASPPPO”).

WHEREAS, in accordance with that certain “Declaration of Covenants and Agreement of 1988 for the Transfer of Properties, Reserved Rights and Obligations of Hilton Head Liquidation Corp. to Community Services Associates, Inc.”, dated December 8, 1988 and recorded December 30, 1988 in the Office of the Register of Deeds for Beaufort County, South Carolina (the “ROD”) in Book 519 at Page 1161 (the “1988 Covenants”), R. Geoffrey Levy, duly appointed and authorized liquidation trustee for Hilton Head Liquidation Corp., formerly known as Sea Pines Plantation Company (the “Company”), agreed to convey to CSA certain rights of the Company existing pursuant to certain real property restrictive covenants applicable to Sea Pines Plantation (“Sea Pines”) including the rights, duties and obligations, except those rights, duties and obligations exclusively transferred to Sea Pines Associates, Inc. and/or its subsidiary Sea Pines Plantation Company, Inc.; and

WHEREAS, the assignment of rights to CSA contemplated by the 1988 Covenants was accomplished by that certain “Assignment of Rights” from Hilton Head Liquidation Corp., formerly known as Sea Pines Plantation Company, dated December 8, 1988 and recorded December 30, 1988 in the ROD in Book 519 at Page 1355 (the “1988 CSA Assignment”); and

WHEREAS, the rights conveyed by the 1988 CSA Assignment included rights which existed under that certain “Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, Etc., which constitute covenants running with certain lands of Sea Pines Plantation Company known as the “Class ‘A’ Covenants”, dated April 1, 1970 and recorded May 1, 1970 in the ROD in Book 173 at Page 46 (the “1970 Covenants”), which 1970 Covenants stated in Part I, Section 7 that “[i]t shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area”; and

WHEREAS, by that certain “Assignment of Rights” recorded in the ROD in Book 490 at Page 712, in Section 10 thereof, John F. Curry, Trustee in Bankruptcy for Hilton Head Holdings Corporation, Hilton Head Liquidation Corp., formerly known as Sea Pines Plantation Company, assigned to Sea Pines

Plantation Company, Inc. the non-exclusive right “to enforce all covenants and restrictions affecting any properties in and outside Sea Pines Plantation, save and excepting any covenants and restrictions affecting subdivisions commonly known as Point Comfort and North or South Forest Beach”; and

WHEREAS, since the assignment of rights existing pursuant to the 1970 Covenants to Sea Pines Plantation Company, Inc. was not exclusive, such rights were therefore also assigned to CSA pursuant to the 1988 CSA Assignment; and

WHEREAS, CSA, as a party with the authority to enforce the 1970 Covenants, desires to assign, and ASPPPO desires to accept, the assignment of the non-exclusive right to enforce the 1970 Covenants.

NOW THEREFORE, in consideration of the aforesaid recitals, the covenants and conditions herein contained, and for One and 00/00 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Subject to the terms of the 1970 Covenants and the 1988 CSA Assignment, CSA hereby, and by these presents, does assign to ASPPPO, the non-exclusive right to enforce the 1970 Covenants. This Assignment shall be for a period of ten (10) years, and shall automatically renew for successive periods of ten (10) years each, unless and until earlier terminated in accordance with the terms of this Assignment.
2. **Revocability.** Except as otherwise expressly limited in this Assignment, CSA may revoke this Assignment for any reason or no reason upon sixty (60) days’ prior written notice (the “**Revocation Notice**”) delivered to the President, or other Officer of ASPPPO if the President is not reasonably available to accept delivery of the Revocation Notice. Revocation by CSA shall be tolled for any enforcement action existing as of the date of the Revocation Notice. For an enforcement action to be existing, ASPPPO shall have filed a complaint with the court of appropriate jurisdiction prior to the date of the Revocation Notice.
3. **Indemnification.** ASPPPO agrees to indemnify, defend and hold harmless CSA, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters arising out of any act or actions by ASPPPO in connection to the matters assigned to and assumed by ASPPPO pursuant to this Assignment.
4. **Severability.** The invalidity or unenforceability of any provision of this Assignment shall not affect the other provisions hereof and this Assignment shall be construed in all respects as if such invalid and unenforceable provision were omitted.
5. **Successors.** This Assignment and the terms and provisions hereof shall bind and inure to the benefit of the parties and their successors and assigns.
6. **Counterparts.** For the convenience of the parties hereto, duplicate originals of this Assignment may be executed and each such original shall be deemed to be an original instrument.
7. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of South Carolina.
8. **Titles.** 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.

9. **Modification.** 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.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment to be effective as of the day and year first written above.

Community Services Associates, Inc.

Sandra Archer

Brit Martin

By:
Its: President

Adlena O. Roberts

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Brit Martin, as President of **Community Services Associates, Inc.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7th day of January, 2019.

Adlena O. Roberts
Notary Public for South Carolina
My Commission Expires: 3-1-2026

**Association of Sea Pines Plantation Property
Owners, Inc. and the Advisory Board**

Dandra Archer

CBMuer

By:
Its: president

Adlena D. Roberts

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Charles Muen,
as President of the **Association of Sea Pines Plantation Property Owners, Inc.
and the Advisory Board**, personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this the 7th day of January, 2019.

Adlena D. Roberts

Notary Public for South Carolina

My Commission Expires: 3-1-2026

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