

When recorded return to:  
Robert W. Reardon  
Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road  
Atlanta, GA 30326

Re: Deed Book 721, Page 399

### ASSIGNMENT OF DECLARANT'S RIGHTS

This Assignment (the "Assignment") is made effective as of ~~July~~ <sup>August</sup> 12, 2011, by Steve Simpson Investments, Inc. and Breckinridge, Inc. (collectively, "Assignor") to and in favor of **FIRST CITIZENS BANK AND TRUST COMPANY, INC.** (hereinafter "First Citizens"), whose address is 3300 Cumberland Boulevard, Atlanta, Georgia 30339.

W I T N E S S E T H:

WHEREAS, Assignor filed that certain Declaration of Covenants, Restrictions and Easements, in Deed Book 721, Page 399, Paulding County, Georgia records, (the "Declaration"), encumbering certain real property described therein (the "Property"); and

WHEREAS, Assignor has certain rights and privileges as "Declarant" in and under the Declaration, including but not limited to certain rights and privileges set forth in the articles of incorporation and bylaws of the Senator's Ridge Homeowners Association, Inc. (the "Association"); (the Declaration and all articles of incorporation and bylaws are collectively hereafter referred to as the "Governing Documents"); and

WHEREAS, First Citizens intends to acquire Assignor's right, title and interest in the Property; and

WHEREAS, Assignor intends to assign all of Assignor's right as Declarant to First Citizens.

NOW, THEREFORE, for and in consideration of the premises, \$10.00 in hand paid by Assignee to Assignor, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and First Citizens do hereby agree as follows:

1. Assignment of Rights of Declarant. Assignor does hereby grant, bargain, sell, assign, transfer, and convey to First Citizens, its successor and assigns, all of Assignor's right, title, interest and power as Declarant arising under the Governing Documents. Notwithstanding the assignment, any lot owned by Breckinridge, Inc. in the Capital @ Senator's Ridge subdivision as of the date of this Assignment that is subject to the Declaration shall be exempt from annual fees and assessments under the Declaration until issuance by Paulding County of a certificate of occupancy for such lot.

2. No Liability to First Citizens. First Citizens shall not be liable for any liabilities, obligations, claims and/or demands of any nature of Assignor arising under the Governing Documents prior to the date of this Assignment.


3. Covenants of Assignor. Assignor does hereby covenant and warrant unto First Citizens, its successor and assigns, that Assignor has made no other assignment of any of the rights or interests of Assignor under the Governing Documents.

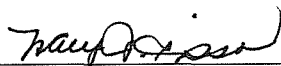
4. No Modification. Except as expressly set forth herein, this Assignment does not amend or modify in any way any term or provision of the Governing Documents.

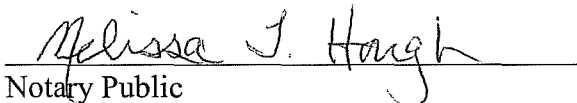
IN WITNESS WHEREOF, Assignor has executed this Assignment, under seal, to be effective the day and year first above written.

Signed, sealed and delivered in the presence of:

**STEVE SIMPSON INVESTMENTS, INC.**

  
Witness

By:  [SEAL]

  
Notary Public

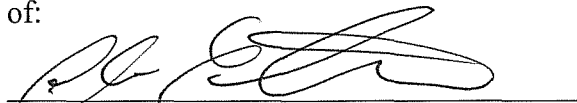
Name: Mary J. Simpson  
Title: Pres.

My Commission Expires: 10-2-11

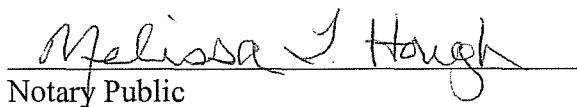
[NOTARIAL SEAL OR STAMP]  
MELISSA T. HOUGH  
NOTARY PUBLIC  
PAULDING COUNTY  
STATE OF GEORGIA  
My Commission Expires October 2, 2011

Signed, sealed and delivered in the presence of:

**BRECKENRIDGE, INC.**

  
Witness

By:  [SEAL]

  
Notary Public

Name: Wayne Tibbitts  
Title: Pres.

My Commission Expires: 10-2-11

[NOTARIAL SEAL OR STAMP]  
MELISSA T. HOUGH  
NOTARY PUBLIC  
PAULDING COUNTY  
STATE OF GEORGIA  
My Commission Expires October 2, 2011