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**THIS INSTRUMENT PREPARED BY:**

John W. Monroe, Jr.  
Emmanuel, Sheppard & Condon  
30 S. Spring Street  
Pensacola, Florida 32502



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Shelby Cnty Judge of Probate, AL  
03/09/2016 02:25:24 PM FILED/CERT

**ASSIGNMENT OF DEVELOPER'S RIGHTS  
(Silver Creek Sector III, Phase III)**

**THIS ASSIGNMENT** is made as of the 26<sup>TH</sup> day of February, 2016, by **SILVER CREEK DEVELOPMENT, L.L.C.**, an Alabama limited liability company ("Assignor" and "Developer"), to **ADAMS HOMES, L.L.C.**, an Alabama limited liability company ("Assignee").

**RECITALS**

A. Assignor is the Developer under that certain Declaration of Protective Covenants for Silver Creek recorded in the Probate Office of Shelby County, State of Alabama in Instrument Number 2002-17873 as same may have been amended from time to time and amended by Amendment to Declaration of Protective Covenants for Silver Creek to annex Sector III, Phase III, recorded, or to be recorded, in the Probate Office of Shelby County, State of Alabama (the "Declaration").

B. Developer desires to assign to Assignee, and the Assignee desires to accept, an assignment of the Developer's rights, as set forth in the Declaration and as otherwise set forth in this Assignment.

**NOW THEREFORE**, for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor and Assignee hereby agree:

1. The foregoing recitals are true and correct and incorporated herein.
2. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, the rights, benefits and privileges of the Developer as created by, and set forth in, or which arise out of, the Declaration, but only as such relate to and affect the lots in Silver Creek Sector III, Phase III, recorded in Map Book 40 at Page 17 and a Resurvey of Lots 362 and 363 recorded in Map Book 44 at Page 17, both in the Probate Office of Shelby County, Alabama, as and when such Lots are conveyed to Assignee by Assignor.
3. Nothing herein shall make Assignee a concurrent or co-developer under the Declaration or otherwise make it liable or obligated for any statement, representation, warranty, act or omission of Assignor in its capacity as Developer under the Declaration or as a developer of Silver Creek, Sector III, Phase III, generally.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

WITNESSES:

Print Name: JOSHUA ACOSTA

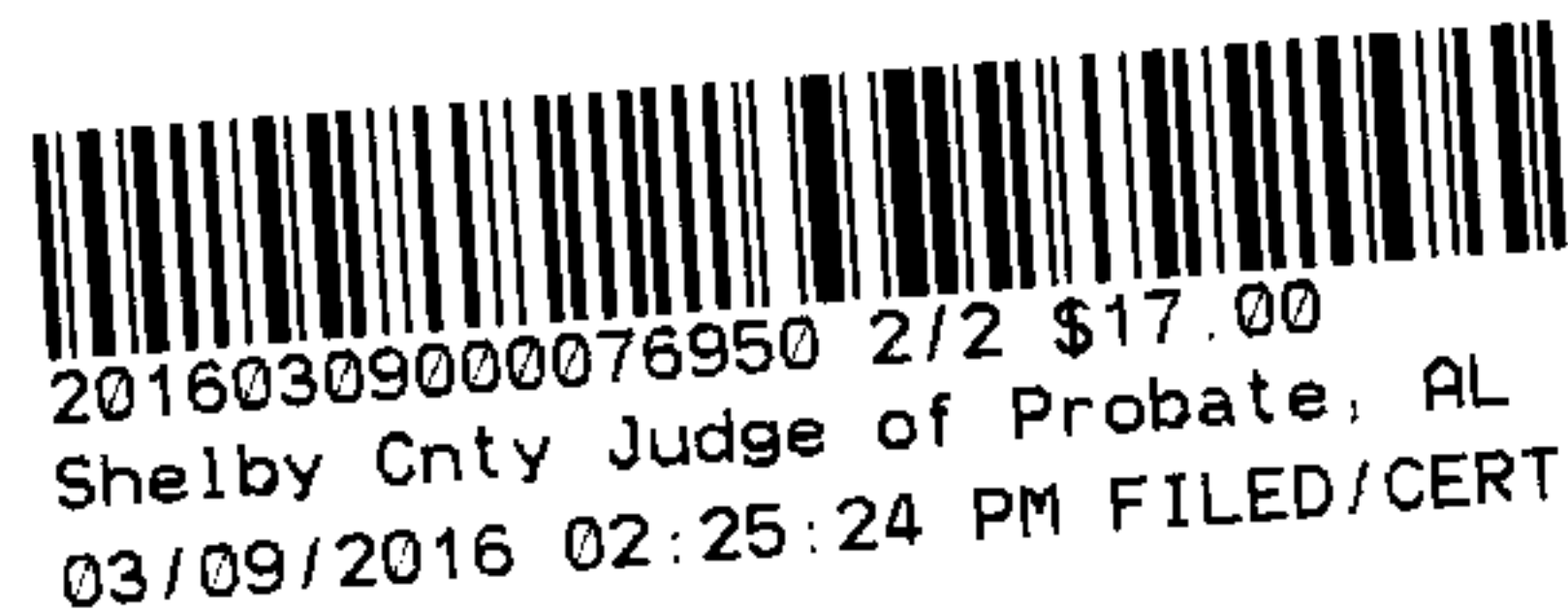
Print Name: HOMAS STAGNER

ASSIGNEE

**SILVER CREEK DEVELOPMENT, L.L.C.**, an Alabama limited liability company

By: R Charles Stagner  
Print Name: R CHARLES STAGNER  
Its: Authorized Agent

STATE OF ~~ALABAMA~~ Florida  
COUNTY OF ~~SHELBY~~ Walton



I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that R Charles Stagner, whose name as Manager of Silver Creek Development, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seals this 26<sup>th</sup> day of February, 2016.



Cory Kurtz  
Notary Public

ASSIGNEE:

**ADAMS HOMES, L.L.C.**, an Alabama limited liability company

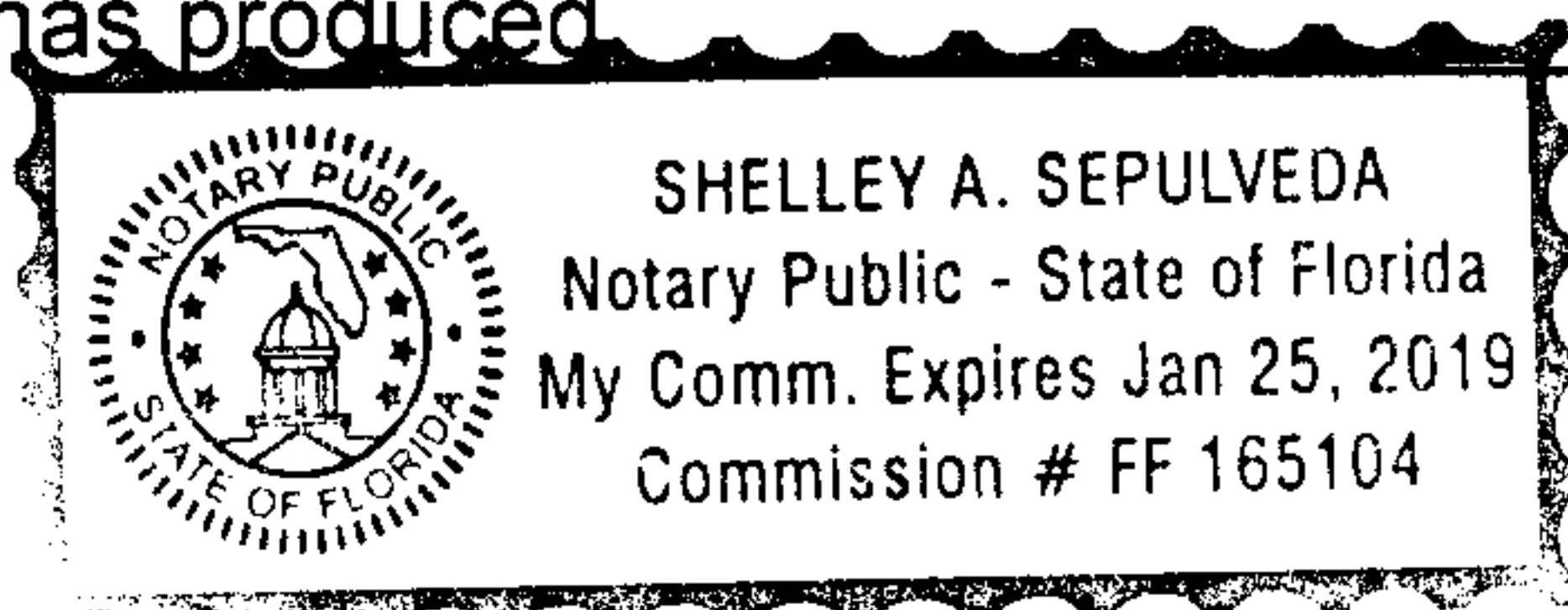
Print Name: SHELLEY A. SEPULVEDA

Print Name: Brian E. Stringfellow

By: William Bryan Adams  
Its: Manager

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 7 day of MARCH, 2016, by William Bryan Adams, as Manager of Adams Homes, L.L.C, who is personally known to me or who has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public

Page 2 of 2