

ASSIGNMENT AND TRANSFER

**GEORGIA,
RABUN COUNTY**
File No. 13-598

This Assignment and Transfer is made on this 2nd day of July, 2014, by and between Crestview Properties, LLC, a Georgia Limited Liability Company (hereinafter referred to "Crestview") and Kathy S. Royal, as Administrator with Will Annexed of the Estate of P. L. Gill (hereinafter referred to as the "Gill Estate") and Spivey State Bank, a Georgia Banking Corporation and Roland Weaver, Individually (hereinafter referred to as "Weaver") to Wynngate Home Owner's Association, Inc., a Georgia Non-Profit Corporation of Rabun County, Georgia, (hereinafter referred to as the "Association"), as follows:

WITNESSETH:

WHEREAS, Crestview and the Gill Estate (hereinafter referred to as the "Declarants") have developed Wynngate at Dillard Subdivision and Shadow Mountain at Wynngate Subdivision (hereinafter referred to as the "Subdivisions") in Rabun County, Georgia; and,

WHEREAS, Crestview and the Gill Estate have executed and recorded a Declaration of Restrictive Covenants for Wynngate at Dillard dated October 26, 2000 and recorded at Deed Book F-20, Pages 167-178, as amended by Amendments recorded in the office of the Clerk of Rabun Superior Court in Deed Book U-20, Page 322, Deed Book T-23, Page 57-58, and Deed Book M-29, Page 337-338, (such Restrictive Covenants, as amended being hereinafter referred to as the "Restrictive Covenants"); and,

WHEREAS, John Gill, the original Executor of the Estate of P. L. Gill is now deceased and Kathy S. Royal is the duly appointed Administrator with Will Annexed of the Estate of P. L. Gill; and,

WHEREAS, Spivey State Bank is the successor in title by foreclosure of the prior interest held by the Gill Estate in various vacant lands and lots; and,

WHEREAS, Paragraph 4, Sub-Paragraph r. of the Restrictive Covenants provides for the creation of a corporate homeowners association; and,

WHEREAS, Wynngate Home Owner's Association, Inc., a Georgia Non-Profit Corporation (the "Association") has been duly incorporated by the Secretary of State of Georgia and the Association has commenced business; and,

WHEREAS, Crestview and the Gill Estate desire to transfer and assign, and the Association does desire to accept and receive all of the Declarant's rights, easements, responsibilities, obligations and duties described and/or reserved in the Restrictive Covenants, including, but not limited to, the responsibilities for road maintenance and repair in the Subdivisions.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and in order to comply with the terms and conditions of the Restrictive Covenants, the undersigned parties do hereby agree as follows:

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Crestview, the Gill Estate and Weaver hereby transfer and assign to the Association, all of the Declarant's rights, easements, responsibilities, obligations and duties contained in the Restrictive Covenants including, but not limited to, the following:

A. Any rights, pursuant to the Restrictive Covenants, to create and establish a corporate non-profit home owner's association; and,

B. All obligations to maintain and repair all subdivision roads located in the Subdivisions; and,

C. All rights to create and install any water system or systems for use by the Subdivisions or any lot therein; and,

D. All rights to assess and collect any assessments for any purpose provided or required by the Restrictive Covenants, including but not limited to road maintenance; and,

E. Any and all perpetual easements and rights-of-way now held or created to erect, maintain and use electrical and telephone poles, wires, cables, and conduits, sewers, water mains and other conduits and equipment for public utilities on, in or over all roadway easements within the Subdivisions; and,

F. The non-exclusive rights to add additional lands to the Subdivisions and the non-exclusive rights to establish, repair and maintain additional roads to such additional lands and lots created therein and to assess such additional lots for road maintenance and other assessments; and,

G. The perpetual easement rights for erection, maintenance and repair of subdivision signs upon any lot where it borders the Subdivision roads, which easement shall include the right to erect, maintain and repair walls and lighting at the site of the sign and to landscape the area in the vicinity of the sign.

H. All perpetual, alienable and releasable easements and rights-of-way owned, and over and across the Subdivision roads for the purposes of access, ingress and egress to and from all lots, or other properties served by such roads, including, but not limited to, any lands now owned or retained by Crestview, or the Gill Estate, or Spivey State Bank.

I. All rights to create, establish, and regulate an architectural review committee to control development and building of structures on any and all lots contained within the Subdivisions, including but not limited to the lots of the transferors.

J. The rights, in common with the owner or owners of any lot, to enforce the Restrictive Covenants.

K. All rights to amend the Restrictive Covenants as provided in the Restrictive Covenants and as may be provided by Georgia Law.

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Crestview has, in the past, collected road assessments from lot owners and maintained an account for such assessments and contracted for and paid for road maintenance. Simultaneously, with the execution of this agreement, Crestview hereby agrees to transfer and does transfer to the Association the following:

- A. All lot assessments collected, received and presently held by Crestview.
- B. All unpaid bills for any work to be done in the future and to be paid for by assessments received from lot owners.
- C. All existing contracts with any third party for work to be performed in the Subdivisions and to be funded by lot assessments.
- D. An accounting for the years 2013 and 2014 for assessments paid or due and payable by lot owners and all amounts currently due from delinquent lot owners.

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Crestview warrants and covenants that:

- A. Crestview has transferred to the Association all funds received as lot assessments from lot owners; and,
- B. Any future assessments received by Crestview will be immediately forwarded to the Association; and,
- C. All lot owners, have to this date, been charged with assessments at the rate of \$400.00 for each lot owned. No verbal or written contracts exist with any lot owner concerning any special rate of assessment or any exemption from assessments.
- D. Except as provided for hereafter, no verbal or written contracts exist with any third party for future work to be performed as to road maintenance or for any other work in the Subdivisions: None.
- E. As to Crestview, this Agreement is properly executed by a Member of Crestview Properties, LLC, and the Member has the authority to execute this Agreement.

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By acceptance of this Assignment and Transfer, the Association agrees to assume any and all obligations, responsibilities and duties of Crestview, the Gill Estate, Weaver and Spivey State Bank as may be created by the Restrictive Covenants or as may presently exist, including, but not limited to, road maintenance, water and utility system creation, maintenance and repair, creation and collection of assessments, and the creation of an Architectural Review Committee. From and after the date of this agreement, Crestview, Spivey, the Gill Estate and Weaver shall have no future duties, obligations or responsibilities as a Declarant as created or reserved by the Restrictive Covenants.

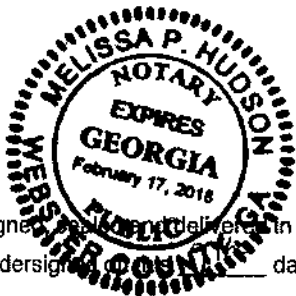
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The parties to this Agreement agree to execute any and all further assignments, transfers or other documents reasonably necessary to effectuate and complete the transfers provided by this Agreement.

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This Agreement is executed by Kathy S. Royal, as Administrator with Will Annexed of the Estate of P.L. Gill, Spivey State Bank and Weaver solely for the purpose of consenting to, confirming and ratifying the transfer and assignments contained herein.

In witness whereof, the undersigned have affixed their hands and seals on the day and year first above written.



Signed and delivered in the Presence of the undersigned day of July, 2014:

2014:

Witness

Notary Public

MY COMMISSION EXPIRES: 2/17/18

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Crestview Properties, LLC

By Roland Weaver (Seal)
Roland Weaver, Member

Roland Weaver (Seal)
Roland Weaver, Individually

Kathy S. Royal (Seal)
Kathy S. Royal, as Administrator with
Will Annexed of the Estate of P.L. Gill

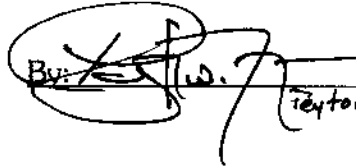
Signed, sealed and delivered in the Presence of the
undersigned on this 2nd day of July,
2014:

Sam Franklin
Witness

Sharon P. Miller
Notary Public
MY COMMISSION EXPIRES: 12-18-16

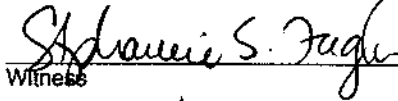



Spivey State Bank

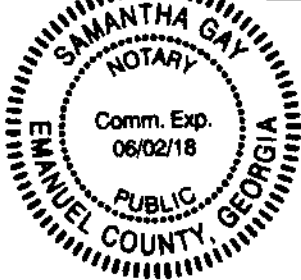
By:  (Seal)
Peyton W. Frye, Senior Credit Officer

Signed, sealed and delivered in the Presence of the
undersigned on this 2nd day of JULY

2014:


Witness


Notary Public
MY COMMISSION EXPIRES: 06/02/18



**WYNNGATE HOME OWNER'S
ASSOCIATION, INC.**

By: *John E. Harrison* (Seal)
John E. Harrison, President

Signed, sealed and delivered in the Presence of the
undersigned on this 11 day of Aug.,

2014:

Lori Brugg
Witness

Albert O. English
Notary Public

MY COMMISSION EXPIRES: 3-23-16

