

00937

FILED FOR REGISTRATION  
MARCH 5, 2014 10:23 AM  
DATE TIME  
AND RECORDED IN BOOK 952 PAGE 143  
M. BRENT SHOAF, REGISTER OF DEEDS  
DAVIE COUNTY, NC  
BY Brent A. Shoaf  
DEPUTY

EW

PREPARED BY:  
Steven E. Black  
Rossabi Black Slaughter PA  
P.O. Box 41027  
Greensboro, NC 27404

AFTER RECORDING RETURN TO:  
Steven E. Black  
Rossabi Black Slaughter PA  
P.O. Box 41027  
Greensboro, NC 27404

STATE OF NORTH CAROLINA

PARTIAL RELINQUISHMENT OF  
DECLARANT RIGHTS  
FOR KINDERTON VILLAGE

COUNTY OF DAVIE

THIS PARTIAL RELINQUISHMENT OF DECLARANT RIGHTS FOR  
KINDERTON VILLAGE ("Partial Relinquishment") is made and entered into effective as of  
~~July~~ <sup>2/24/13</sup> 2013, by and between ADAMS EGLOFF AVANT PROPERTIES, LLC a North  
Carolina limited liability company (hereinafter referred to as "Declarant"), and KINDERTON  
VILLAGE RESIDENTIAL HOMEOWNERS MASTER ASSOCIATION, INC., a North  
Carolina non-profit homeowners association (hereinafter referred to as "Association").

2/24/13  
JCA  
VRS

WITNESS ETH:

WHEREAS, Declarant caused the Declaration of Covenants, Conditions and  
Restrictions for Kinderton Village (the "Declaration") to be executed and recorded in Book 354,  
Page 354 in the Office of the Register of Deeds of Davie County, North Carolina.

WHEREAS, Declarant has agreed to relinquish to Association certain rights which  
Declarant holds pursuant to the Declaration, subject to the limitations set forth below.

JCA

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and Association hereby agree as follows:

1. **Partial Relinquishment of Rights.**

Declarant hereby transfers, assigns and sets over to Association the rights of Declarant set forth in Article VI of the Declaration for those properties, and only those properties, that have obtained a Certificate of Occupancy and have been transferred to a third party that is not a successor, assign, or subsidiary of the Declarant (the "Partial Declarant Rights"). Declarant shall retain all other rights set forth in Article VI of the Declaration for all other lots.

The Association shall be permitted to elect members of a Committee (as defined in the Declaration) to exercise the Partial Declarant Rights. The Committee may be separate from any Committee used by Declarant for the Declarant Rights in Article VI that are retained by Declarant.

2. **Assumption by Association; No Liability of Declarant,**

Association hereby accepts the Partial Declarant Rights AS IS, WHERE IS, with all faults and assumes the obligations contained in the Partial Declarant Rights that arise with respect to or relate to any time on or after the date of this Partial Relinquishment. Without limiting the foregoing, Declarant shall have no liability to Association for any matters whatsoever resulting from or relating to the exercise or failure to exercise the Partial Declarant Rights assigned hereunder occurring after the date of this Partial Relinquishment; and, the parties agree that Association shall have no liability for any matters resulting from or relating to the exercise or failure to exercise the Declarants' rights assigned hereunder occurring before the date of this Partial Relinquishment. Declarant shall, upon Association's reasonable request, sign and deliver any additional instruments required to confirm or affect the transfer of the Partial Declarant Rights in accordance with the terms of this Partial Relinquishment.

3. **Miscellaneous.**

This Partial Relinquishment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. All terms not specifically defined herein shall have the meaning provided them by the Declaration. This Partial Relinquishment shall be governed by and construed under the laws of the State of North Carolina.

[MULTIPLE SIGNATURE AND NOTARY PAGES TO FOLLOW]

IN WITNESS WHEREOF, Declarant and Association have caused this instrument to be executed by their duly authorized signatories all as the act and deed of Declarant and Association as of the day and year first above written.

**DECLARANT:**

**ADAMS EGLOFF AVANT PROPERTIES,  
LLC**, a North Carolina limited liability company

By: [Signature] (SEAL)  
Name: Trent C Adams  
Title: Member / mgr

STATE OF NORTH CAROLINA

COUNTY OF DAVIE

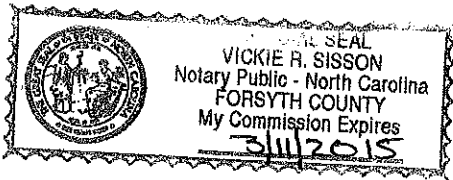
I certify that Trent Adams personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as: Member / mgr (Member, manager, etc.)

Dated: July 24, 2013  
JCA  
VRS

Vickie R. Sisson  
Notary Public Official Signature  
Print or Type Name: Vickie R. Sisson

My commission expires: 3/11/2015

(Official Seal)



JCA

ASSOCIATION:

KINDERTON VILLAGE RESIDENTIAL HOMEOWNERS MASTER ASSOCIATION, INC., a North Carolina non-profit homeowners association

By: Helen W. Kelly  
Name: Helen W. Kelly  
Title: President Master Board

STATE OF NORTH CAROLINA

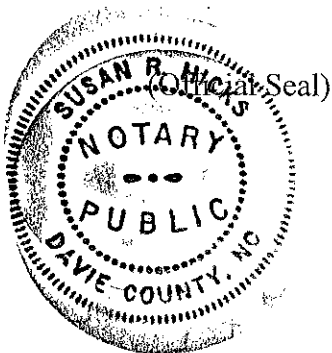
COUNTY OF DAVIE

I certify that Helen W. Kelly personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as President.

Dated: 2-27-14  
~~June~~, 2013

Susan R. Hicks  
Notary Public Official Signature  
Print or Type Name: Susan R. Hicks

My commission expires: 2-25-15



*JCA*