

CYNTHIA B FORTE

BERKELEY COUNTY

REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #:	2021004451	
Receipt Number:	197908	Return To:
Recorded As:	EREC-MISCELLANEOUS DOCUMENT	
Recorded On:	January 29, 2021	
Recorded At:	03:01:01 PM	Received From: SIMPLIFILE
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Book/Page:	RB 3671: 25 - 29	Direct- DANIEL ISLAND ASSOCIATES LLC
Total Pages:	5	Indirect- DANIEL ISLAND COMPANY INC

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	\$25.00
Tax Charge:	\$0.00



Cynthia B. Forte
 Cynthia B Forte - Register of Deeds

Cross Reference:
Deed Book 734, Page 147;
Deed Book 1093, Page 298;
Deed Book 1478, Page 307; and
Deed Book 6963, Page 7,
Deed Book 2056, Page 320, *et seq*
re-recorded Deed Book 2063, Page 96
Deed Book 2704, Page 703, *et seq*
Berkeley County, South Carolina records

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
ASSIGNMENT OF DECLARANT
RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS (this “Assignment”) is made and entered into by and between DANIEL ISLAND ASSOCIATES L.L.C., a Delaware limited liability company (“Assignor”) and THE DANIEL ISLAND COMPANY, INC., a South Carolina corporation (“Assignee”) effective as of this 1st day of February, 2021 (“Effective Date”).

WHEREAS, Assignor is the Declarant under that certain Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Daniel Island Residential Zone was filed of record in Book 2704, Page 703, *et seq.*, in the Register of Deeds Office for Berkeley County, South Carolina, on March 18, 2018, and as it may be further amended and supplemented from time to time (collectively, the “Residential Zone Declaration”); and

WHEREAS, Article 13 of the Residential Zone Declaration grants the Declarant the right to assign all or part of its rights under the Residential Zone Declaration to a third party or a successor in interest by express written assignment to be recorded in the Public Records of the Berkeley County; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept and assume from Assignor, (a) all of Assignor’s rights and interests as Declarant under the Residential Zone Declaration, and all responsibilities associated therewith; and (b) all of Assignor’s rights, easements, reservations, and powers associated with its status as Declarant under the Residential Zone Declaration, was well as all responsibilities associated therewith, including but not limited to as stated in the Governing Documents (as defined in the Residential Zone Declaration) (collectively, the “Declarant Rights”).

NOW, THEREFORE, for and in consideration of \$10.00, and of the mutual covenants of the Assignor and Assignee set forth herein, the legal sufficiency of which Assignor and Assignee expressly acknowledge, Assignor and Assignee agree as follows:

1. Assignment and Assumption. In accordance with the Residential Zone Declaration and effective as of the Effective Date, Assignor does hereby assign, transfer, convey and set over to Assignee all of the Declarant Rights, and all of Assignor’s responsibilities, obligations, liabilities, right, title and interest as “Declarant”, or in any related capacity, in and to or arising out of the Residential Zone Declaration and also including the Governing Documents. As of the Effective Date, Assignee does hereby affirmatively accept and assume the assignment, transfer, conveyance, and set over by Assignor to Assignee of the Declarant Rights, and all of Assignor’s responsibilities, obligations, liabilities, right, title and interest as “Declarant”, or in any related capacity, in and to or arising out of the Residential Zone Declaration and also including the Governing Documents.

Following the Effective Date, as provided in Article 13 of the Residential Zone Declaration, the Assignor will automatically be released from any and all liability arising with respect to the Declarant Rights and any other obligations transferred by Assignor to Assignee as stated herein.

2. Representations and Warranties. Assignor and Assignee each hereby represent, warrant and covenant to the other party that it has the full power, right and authority to execute and deliver this Assignment.

3. Assignee Rights. As successor in interest to Assignor, Assignee shall have the right to exercise all of the Declarant Rights as described in the Residential Zone Declaration and the Governing Documents and as available under South Carolina law.

4. Additional Documents. Assignor, upon reasonable request of Assignee, shall execute and deliver such additional documents and do such other acts as may be reasonably necessary to fully implement the intent of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns; this Assignment, however, is not intended to confer any right or remedies upon any person other than the parties hereto and their successors and assigns.

6. Miscellaneous. This Assignment shall be governed by and construed according to the laws of the State of South Carolina. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Remainder of Page Left Blank Intentionally]

ACCEPTANCE OF ASSIGNMENT:

IN WITNESS WHEREOF, the undersigned Assignee has executed this Assignment of Declarant Rights by and through its authorized representative as of the Effective Date.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Assignee: THE DANIEL ISLAND COMPANY, INC., a South Carolina corporation

Signature of 1st witness

By: Amy Moyer Its Chief Financial Officer

Signature of 2nd witness

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that The Daniel Island Company, Inc., by Amy Moyer, Its Chief Financial Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of November, 2020.



Cynthia Spieth Morton
Notary Public for South Carolina
Print Name of Notary: Cynthia Spieth Morton
My Commission Expires: 10/25/2028