

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS UNDER  
 DECLARATION OF COVENANTS, CONDITIONS, AND  
 RESTRICTIONS - OCEAN NEIGHBORS**

THIS PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – OCEAN NEIGHBORS (this "Assignment") is dated as of this 12 day of December, 2000, and made by and between **CHARLESTON LAND GROUP, LLC**, ("Assignor") and **SCOTT HAGAN, d/b/a SCOTT HAGAN BUILDERS** ("Assignee").

**RECITALS**

WHEREAS, the Assignor is the successor "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions – Ocean Neighbors dated January 27, 1999 and recorded in Book D-319 at page 856 in the RMC Office for Charleston County, South Carolina (the "RMC Office), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions – Ocean Neighbors dated March 15, 1999 and recorded in Book R-322 at page 475 in the RMC Office and that certain Amendment to Declaration of Covenants, Conditions, and Restrictions – Ocean Neighbors dated June 11, 1999 and recorded in Book Z-329 at page 025 in the RMC Office (collectively, the "Declaration"). James Island Development Company, LLC was the original Declarant and has assigned its rights as Declarant to Assignor by Assignment dated December 12, 2000 and recorded simultaneously herewith.

WHEREAS, Article I, Section 6 of the Declaration permits the Declarant to designate a successor Declarant by recording an instrument in the RMC Office.

WHEREAS, Assignor desires to designate Assignee as successor Declarant as to **Phase 2 only** of Ocean Neighbors Subdivision as is shown on Plat by Forsberg Engineering dated March 22, 2000 and entitled "BOUNDARY PLAT OF OCEAN NEIGHBORS 52.366 ACRES PHASE 2 & PHASE 3 FOR JAMES ISLAND DEVELOPMENT COMPANY, LLC" recorded in the Charleston County RMC Office in Plat Book EE at page 44. **Assignor reserves**

unto itself all Declarant's rights for Phase 3 as shown on aforesaid plat. Assignor desires to assign to Assignee all of Assignor's powers, rights, interests and obligations as Declarant under the Declaration (collectively, the "Declarant's Rights") for Phase 2 only of Ocean Neighbors Subdivision on the terms and conditions set forth herein.

WHEREAS, Assignee desires to accept such Assignment and become the Declarant under the Declaration on the terms and conditions set forth therein.


NOW, THEREFORE, for and in consideration of the mutual promises herein contained and Ten Dollars (10.00) in hand paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

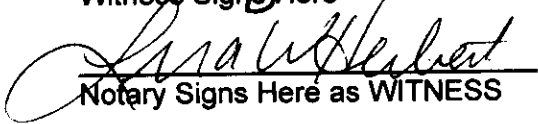
1. The Recitals above are hereby incorporated as a material part of this Assignment.
2. Pursuant to Article 1, Section 6 of the Declaration, Assignor hereby designates and appoints Assignee as the successor Declarant under the Declaration and assigns to Assignee all of the Declarant Rights from and after the dated hereof for Phase 2 only of Ocean Neighbors Subdivision.
3. Assignee hereby accepts such assignment and agrees to become the Declarant and assume all of the Declarant Rights from and after the date hereof for Phase 2 only of Ocean Neighbors Subdivision. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorney's fees, of any kind whatsoever arising or accruing on or after the date hereof, suffered or incurred by Assignor, with respect to the Declarant Rights.
4. This Assignment shall be binding on the parties and their respective successors and assigns.

- 5. This Assignment shall be subject to and governed by the laws of the State of South Carolina.
- 6. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

WITNESSES:

  
 \_\_\_\_\_  
 Witness Signs Here


  
 \_\_\_\_\_  
 Notary Signs Here as WITNESS

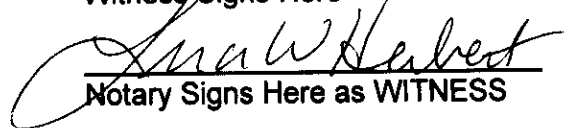
ASSIGNOR:

CHARLESTON LAND GROUP, LLC

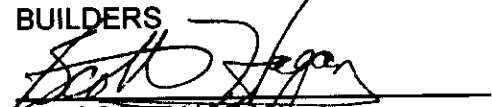
  
 \_\_\_\_\_  
 BY: DONALD L. BERG, IF  
 ITS: Attorney-in-Fact

ASSIGNEE:

  
 \_\_\_\_\_  
 Witness Signs Here

  
 \_\_\_\_\_  
 Notary Signs Here as WITNESS

SCOTT HAGAN d/b/a SCOTT HAGAN BUILDERS

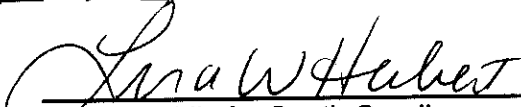
  
 \_\_\_\_\_  
 BY: SCOTT HAGAN  
 ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, the undersigned, Notary Public for the State of South Carolina, do hereby certify that CHARLESTON LAND GROUP, LLC, by Donald L. Berg, II, its Attorney-in-Fact, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribe to and sworn before me this 12 day of December, 2000.

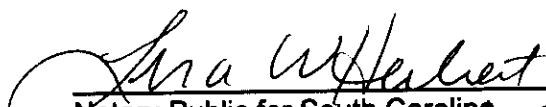
  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 3/25/03

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, the undersigned, Notary Public for the State of South Carolina, do hereby certify that Scott Hagan d/b/a Scott Hagan Builders, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribe to and sworn before me this 12 day of December, 2000.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 3/25/03

LISA WOLFF HERBERT  
ATTORNEY AT LAW

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CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

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MA