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Instrument: 58

Book: 8538 Page: 114-118

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2012 Nov 06 PM 2:19:05

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 10.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
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REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

**After recording, please return to:**

G. Hamlin O'Kelley, III  
Buist, Byars & Taylor, LLC  
652 Coleman Boulevard, Suite 200  
Mount Pleasant, South Carolina 29464

CROSS REFERENCE: Book 2439 at Page 80

FILED/RECORDED  
November 6, 2012  
DORCHESTER COUNTY  
REGISTER OF DEEDS

10

STATE OF SOUTH CAROLINA	)	
	)	ASSIGNMENT OF DECLARANT'S
	)	RIGHTS UNDER DECLARATION OF
	)	MASTER COVENANTS, CONDITIONS,
	)	AND RESTRICTIONS FOR WESCOTT
	)	PLANTATION RECORDED IN BOOK
	)	2439 AT PAGE 80 IN THE REGISTER OF
COUNTY OF DORCHESTER	)	DEEDS FOR DORCHESTER COUNTY
	)	

THIS ASSIGNMENT OF DECLARANT'S RIGHTS UNDER DECLARATION OF MASTER COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WESCOTT PLANTATION RECORDED IN BOOK 2439 AT PAGE 80 IN THE REGISTER OF DEEDS FOR DORCHESTER COUNTY (this "Assignment"), is made and executed this 26 day of October, 2012, by **Wescott Development, Inc.** a South Carolina limited liability company (as "Assignor" hereunder) and the **Wescott Plantation Master Association, Inc.**, a South Carolina corporation (as "Assignee" hereunder). Assignor and Assignee individually a "Party" and collectively the "Parties" hereunder.

**WITNESSETH:**

WHEREAS, Wescott Development, Inc., is the current Declarant under the terms of the Declaration of Master Covenants Conditions, and Restrictions for Wescott Plantation (the "Master Covenants") recorded in Book 2439 at Page 80 in the Register of Deeds for Dorchester County recorded on June 5, 2000, having been assigned those rights by Wescott Plantation, LLC, by that Assignment of Declarant's Rights under Declaration of Master Covenants, Conditions, and Restrictions for Wescott Plantation recorded in Book 2638 at Page 100 in the Office of the Register of Deeds for Dorchester County on March 16, 2001; and

WHEREAS, Wescott Plantation, LLC, subjected certain real property located in Dorchester County, South Carolina to the terms and conditions of the Master Covenants; and

WHEREAS, Wescott Plantation, LLC, assigned its Declarant's Rights under the Declaration of Master Covenants, Conditions and Restrictions for Wescott Plantation to Wescott Development, Inc., a South Carolina Corporation, on March 16, 2001, as evidenced by that certain Assignment of Declarant's Rights under Declaration of Master Covenants, Conditions and Restrictions for Wescott Plantation as recorded on March 16, 2001, in the Office of the Register of Deeds for Dorchester County; and

WHEREAS, the Assignor no longer wishes to retain any of its rights as the Declarant under the terms of the Master Covenant; and

WHEREAS, the Assignor wishes to assign to Assignee all right, title, and interest of Assignor as the Declarant under the terms of the Master Covenants;

NOW, THEREFORE, in consideration of the mutual promises herein and Five and 00/100 (\$5.00) Dollars, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledge, the undersigned Wescott Development, Inc., hereby transfers and assigns unto the Wescott Plantation Master Association, Inc., all of its rights, title, and interest of the Assignor as the "Declarant" as such term is defined in the Master Covenants. Assignee shall hereafter be the "Declarant" as set forth in the Master Covenants with all rights, title, interest, obligations and privileges arising under the Master Covenants, including, but not limited to, all consent, approval and appointment rights as stated therein.

All capitalized terms used but not defined herein shall have that meaning ascribed to it in the Master Covenants.

Wescott Plantation Master Association, Inc., hereby accepts this Assignment, and shall abide by and hereby accepts and shall perform all of the obligations of Declarant as set forth in the Master Association, Inc.

This Assignment shall be construed and interpreted in accordance with and governed by the laws of the State of South Carolina. Should any provision herein conflict with such applicable law, such conflicts shall be severed from this Assignment and shall not affect the validity of any non-conflicting provision of this Assignment.

*[Balance of page intentionally blank. Signatures on following pages.]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

WITNESSES:

ASSIGNOR AND DECLARANT:

[Signature]

Witness No. 1

Wescott Development, Inc.  
a South Carolina limited liability company

[Signature]  
Witness No. 2

William H. Thews  
By: W. H. Thews  
Its: Manager

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF Richland )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Wescott Development, Inc., by William H Thews, its Manager, this 20 day of October, 2012.

[Signature] (SEAL)  
Notary Public for the State of South Carolina  
My commission expires: 8/26/13

*[Balance of page intentionally blank. Signatures continue on following page.]*

ASSIGNEE:

[Signature]  
Witness No. 1

Wescott Plantation Master Association, Inc.  
a South Carolina Corporation

[Signature]  
Witness No. 2

[Signature]  
By: ELEANOR F MORROW  
Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF DORCHESTER )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Wescott  
Planation Master Association, Inc., by Eleanor F. Morrow President, this 5<sup>th</sup> day  
of November, 2012

[Signature] (SEAL)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_

