

C. HEATH MANNING

1710 Woodcreek Farms Road
Elgin, South Carolina 29045

DECEMBER 11, 2007

RE: Williamsburg East Subdivision Homeowners Association

Dear Property Owner:

As a property owner in Williamsburg East Subdivision, your property is subject to restrictions, covenants, conditions and easements which were a part of the Deed from the developers, The Manning Company, Inc. and Boyd Construction Company, when your particular property was sold by the developers to the first owner.

Item 25 of the Restrictions and Covenants reads as follows:

The entrance gates and the perimeter areas not deeded with the lots to the Williamsburg East Subdivision and the common areas shall be maintained by the the Homeowners of the subdivision and all upkeep, maintenance, landscaping, irrigation and etc., will be the responsibility of the Homeowners on a pro rata basis. If the developer desires to create a Homeowners Association for the purpose of the above, each Homeowner would be required to participate on a pro rata basis.

As the original developers, we have been approached on behalf of some homeowners in the subdivision who wish to form an association to provide for the upkeep and maintenance of the areas as described above.

In order that the process to establish an association of the homeowners may proceed, we are assigning our rights as the developers to create the association under Item 25 of the Restrictions and Covenants to the neighborhood committee which has been formed for this purpose. Gary Anderson of 100 Tavern Fare Road is serving as interim President and Francina Boykin of 251 Tavern Fare Road is serving as interim Vice President of the committee. Accompanying this letter is a letter from Gary Anderson which provides the details concerning the formation, purpose and operation of a homeowners association.

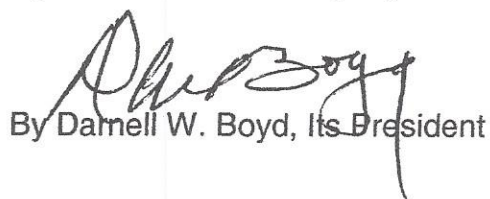
If you have any questions concerning this letter, please direct those questions to Gary Anderson.

Yours very truly,
The Manning Company, Inc.



By C. Heath Manning, Its President

Boyd Construction Company



By Darnell W. Boyd, Its President

Book 1479-2272
2008092988 12/04/2008 16:24:04.097
Fee: \$9.00 County Tax: \$0.00

Partial Release Asgmt of Lease
State Tax: \$0.00



STATE OF SOUTH CAROLINA)
) **PARTIAL ASSIGNMENT OF THE**
) **COVENANTS, CONDITIONS AND**
COUNTY OF RICHLAND) **RESTRICTIONS AFFECTING LOTS IN**
) **PHASES I, IIA, IIB, IIC, IID AND IIE OF THE**
) **WILLIAMSBURG EAST SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that this ASSIGNMENT OF A PORTION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS signed, sealed and delivered at Columbia, South Carolina, effective this 21 day of JANUARY, 2008, by **The Manning Company, Inc.** and **Boyd Construction Company** (herein collectively "Assignors") to **Williamsburg East Homeowners Maintenance Association, Inc.** (herein "Assignee").

WHEREAS, Assignors were one or more of the developers and/or owners of real property known as Phases I, IIA, IIB, IIC, IID and IIE in the Williamsburg East Subdivision, Richland County, South Carolina; and

WHEREAS, by individual lot deeds, Assignors heretofore imposed certain covenants, conditions, restrictions and easements, otherwise known as "Williamsburg East Lot Restrictions", of record as to each lot within Phases I, IIA, IIB, IIC, IID and IIE in the Williamsburg East Subdivision; and

WHEREAS, Assignors retained, among other rights, the right to alter, amend, or release said covenants, conditions, restrictions and easements at will; and

WHEREAS, Assignors in said covenants, conditions, restrictions and easements provided that "The entrance gates and the perimeter areas not deeded with the lots to the Williamsburg East Subdivision and the common areas shall be maintained by the Homeowners of the subdivision and all upkeep, maintenance, landscaping, irrigation and etc., will be the responsibility of the Homeowners on a pro rata basis. If the developer desires to create a Homeowners Association for the purpose of the above, each Homeowner would be required to participate on a pro rata basis."; and

WHEREAS, it is the desire of the developer of Williamsburg East Subdivision, being the Assignors herein, that a Homeowners Association be created for the purpose described in the Covenants, Conditions and Restrictions as is set forth above; and

WHEREAS, Assignors hereby consent to the establishment of such an association entitled Williamsburg East Homeowners Maintenance Association, Inc.; and

WHEREAS, Assignors, by this Assignment, intend to transfer, convey and assign, without recourse, all of their rights under the covenants, conditions, and restrictions as

relate to the establishment of a Homeowners Association and the obligation of each homeowner to participate on a pro rata basis therein hereto set forth in each deed to every lot in Williamsburg East Subdivision Phases I, IIA, IIB, IIC, IID and IIE, to the Williamsburg East Homeowners Maintenance Association, Inc.

NOW, THEREFORE, the Assignors and Assignors' successors and assigns forever, for good and valuable consideration, receipt of which is hereby acknowledged, have remised, released, assigned, transferred and set over, and by these presents do remise, release, assign, transfer, and set over, without recourse, unto the Williamsburg East Homeowners Maintenance Association, Inc., a South Carolina non-profit corporation, its successors and assigns forever, all right, title, interest and authority that Assignors may have in and to the covenants, conditions, and restrictions heretofore imposed on the real property known as Phases I, IIA, IIB, IIC, IID and IIE of the Williamsburg East Subdivision in Richland County, South Carolina, as relate to the establishment of a Homeowners Association and the obligation of each homeowner to participate on a pro rata basis therein. Provided that, Assignors, or their designee, retain all rights, as are otherwise provided to developer under the covenants, conditions, restrictions and easements for all lots in Phases I, IIA, IIB, IIC, IID and IIE of the Williamsburg East Subdivision.

ASSIGNORS hereby consent to the formation of a homeowners association for Williamsburg East Subdivision Phases I, IIA, IIB, IIC, IID and IIE, to be known as the Williamsburg East Homeowners Maintenance Association, Inc. a South Carolina non-profit corporation, and hereby authorize the Williamsburg East Homeowners Maintenance Association, Inc. to do all acts reserved unto Assignors by said covenants, conditions, and restrictions now existing of record as relate to the establishment of a Homeowners Association and the obligation of each homeowner to participate on a pro rata basis therein.

ASSIGNORS, by this Assignment assign all of their rights, as herein set forth and as not reserved herein, to such covenants without warranty or guarantee of any type or description.

ASSIGNEE, by acceptance of this Assignment, agrees to hold harmless Assignors, their successors and assigns and shall indemnify Assignors from and against all claims, causes of action, liability, costs and attorneys fees, accruing after the date of this Assignment by reason of acts and/or omissions occurring after the date of this Assignment on the part of Williamsburg East Homeowners Maintenance Association, Inc., its successors and assigns, under the provisions of the said covenants, conditions and restrictions currently existing and hereby assigned. Williamsburg East Homeowners Maintenance Association, Inc., its successors and assigns, does not, however, assume any responsibility for claims, causes of action, liability, costs and attorney fees, accruing prior to the date of this Assignment by the reason of acts and/or omissions occurring prior to the date of this Assignment on the part of Assignors, their successors and assigns, under said covenants, conditions and restrictions currently existing and hereby assigned.

WITNESS, Our hands and seals effective on this date as above noted.

Signed, sealed and delivered
in the presence of:

The Manning Company, Inc.

Martha S. Tuttle

By: C. Heath Manning
C. Heath Manning, President

Beverly Richard

Boyd Construction Company

Jenessa T. Barfield

By: Darnell W. Boyd
Darnell W. Boyd, President

Lynda Anderson

**Williamsburg East Homeowners
Maintenance Association, Inc.**

Michelle D. Musser
H. Gary Anderson III

By: H. Gary Anderson III
H. Gary Anderson, III, Organizer

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that she/he saw the within named Assignor, The Manning Company, Inc., sign, seal and as the act and deed of the corporation, deliver the within Assignment of Covenants, and that the deponent with the other subscribing witness hereto witnessed the execution thereof.

Martha S. Tuttle
Witness

SWORN to before me this 21st

day of January, 2008.

Donna M. Tuttle (L.S.)

Notary Public for South Carolina
My Commission Expires: 2/7/2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that she/he saw the within named Assignor, Boyd Construction Company, sign, seal and as the act and deed of the corporation, deliver the within Assignment of Covenants, and that the deponent with the other subscribing witness hereto witnessed the execution thereof.

Teresa J Barfield
Witness

SWORN to before me this 28th
day of Jan, 2008.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 7-7-2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that she/he saw the within named Assignee, Williamsburg East Homeowners Maintenance Association, Inc., by H. Gary Anderson, III, organizer, sign, seal and as the act and deed of the corporation, deliver the within Assignment of Covenants, and that the deponent with the other subscribing witness hereto witnessed the execution thereof.

[Signature]
Witness

SWORN to before me this 21st
day of FEBRUARY, 2008.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 3-31-14