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DAVIDSON COUNTY NC FEE \$26.00
PRESENTED & RECORDED
04/08/2026 01:08:45 PM
MICHAEL E. HORNE
REGISTER OF DEEDS
BY: SHERRY KEPLEY
DEPUTY
BK: DE 2750
PG: 1541 - 1544

Prepared by and return to: Kim W. Gallimore, Attorney (Gallimore Levy Chrisawn Gallimore PLLC)
1838 Eastchester Dr., Suite 100, High Point, NC 27265

STATE OF NORTH CAROLINA

ASSIGNMENT AND ASSUMPTION OF
RIGHTS AND POWERS IN SECTIONS
5 AND 16 OF ARTICLE VI OF THE
DECLARATION FOR SWANSGATE

COUNTY OF DAVIDSON

Please cross index under Declaration recorded in Book 913 Page 2020

This Assignment and Assumption of Rights and Powers in Sections 5 and 16 of Article VI of the Declaration for Swansgate (the "Assignment and Assumption") is dated as of March 27, 2026 (the "Effective Date") and is by and between Swansgate Properties, LLC, formed pursuant to conversion of Swansgate Properties Limited Partnership ("Assignor") to Swansgate Homeowners' Association, Inc. ("Assignee"). Both parties state and acknowledge as follows:

A. Assignor was the developer of that certain residential subdivision located in Davidson County, North Carolina, known as Swansgate (the "Subdivision").

B. In connection with its development of the Subdivision, Assignor previously recorded a Declaration of Covenants, Conditions and Restrictions for Swansgate recorded in Book 913 Page 220 in the office of the Register of Deeds for Davidson County, North Carolina (as amended or supplemented, the "Declaration").

C. Assignor now desires to assign to Assignee all of Assignor's rights and powers reserved or given to the Declarant in Sections 5 and 16 of Article VI of the Declaration, and Assignee desires to accept and assume responsibility for any or all such assigned rights and powers.

submitted electronically by "Gallimore Levy Chrisawn Gallimore PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Davidson County Register of Deeds.

THEREFORE, in consideration of reciprocal covenants stated herein, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights and powers reserved or given to it as Declarant in Sections 5 and 16 of Article VI of the Declaration.

2. Assignee hereby accepts and assumes responsibility for any and all rights and powers of the Declarant in Sections 5 and 16 of Article VI of the Declaration.


3. The rights and powers assigned and assumed in this Assignment and Assumption shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

4. This Assignment and Assumption is made by Assignor as a matter of winding up the Assignor after its dissolution pursuant to NCGS 57D-6-07 and is executed by a manager of the Assignor at the time of its dissolution.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Assignee has executed this Assignment and Assumption of Rights and Powers in Sections 5 and 16 of Article VI of the Declaration for Swansgate to be effective as of the Effective Date first stated above.

Swansgate Homeowners' Association, Inc.

By: 
Janell Tofanelli, President

Guilford County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document: Janell Tofanelli, President of Swansgate Homeowners' Association, Inc.

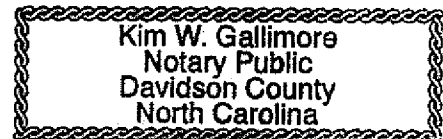

Official Signature of Notary Public

Date: March 27, 2026

Kim W. Gallimore
Notary's Printed or Typed Name, Notary Public

(Official Seal)

My commission expires: August 22, 2030



IN WITNESS WHEREOF, Assignor has executed this Assignment and Assumption of Rights and Powers in Sections 5 and 16 of Article VI of the Declaration for Swansgate to be effective as of the Effective Date first stated above.

**Swansgate Properties, LLC, formed
pursuant to conversion of Swansgate
Properties Limited Partnership**

By: 
William B. Millis, Manager

Guilford County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: William B. Millis, Manager of Swansgate Properties, LLC, formed pursuant to conversion of Swansgate Properties Limited Partnership


Official Signature of Notary Public

Date: March 24, 2026

Kim W. Gallimore
Notary's Printed or Typed Name, Notary Public

(Official Seal)

My commission expires: August 22, 2030

