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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Presiding Judge

Appellate Case No. 2024-000369

Ralph Dawkins and Michelle Dawkins,
Marcel Franquelin and Patricia Franquelin,
Michael A. Martin and Adriana S. Iaquinto-Martin,
Louis Glavinos and Kimberly Glavinos,
Daniel J. O'Grady and Kaitlyn E. Grigoleit,
Christopher M. Raybon and LaShonda K. Jones Raybon,
Morris K. White and Rebecca A. White,
Paul A. Banker and April D. Banker,
Patrick K. Daly and Brenda Daly, ... Respondents,

v.

Eastwood Homes of Columbia, LLC d/b/a Eastwood Homes,
Eastwood Construction Partners, LLC f/k/a Eastwood Construction LLC
d/b/a Eastwood Homes, and Eastwood Construction, LLC, ... Appellants.

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Exhibit A

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT
CASE NUMBER 2021-CP-10-2829

Ralph Dawkins and)
Michelle Dawkins, et al,)
Plaintiffs,)
) May 24th, 2023
vs.) Trial
Eastwood Homes of Columbia, LLC,) Volume I
et al,)
Defendants.)

Hearing before the Honorable Mikell R. Scarborough, reported by Josie Allen Boehm, Registered Professional Reporter and Notary Public, at 100 Broad Street, Courtroom 2A, Charleston, South Carolina, May 24th, 2023 commencing at 9:42 a.m.

1 In summary, all of our objections are to the
2 fact that that testimony they designated gets to why
3 Eastwood did what they did, who was responsible for
4 this alleged phase four issue, why it was reasonable
5 for what Eastwood did, et cetera, et cetera.

6 Those are all issues we hotly debated and
7 hotly contested before Judge Dennis and those are all
8 factual issues that Judge Dennis said didn't matter at
9 all given paragraph 26, which is a seller's
10 termination at will provision.

11 So that's why this motion in limine is
12 relevant. That's an example of how there are certain
13 types of evidence that are tempting to be brought
14 forward that we don't think is relevant for Your
15 Honor.

16 But that's not to say that we don't think any
17 evidence is relevant in this case because we think
18 there is evidence that is relevant. And Judge
19 Dennis's order acknowledges that.

20 So on page 6 of his order, he says: The
21 matters to be considered by the judge at this hearing
22 and upon which the parties may present evidence are
23 whether the contract is unconscionable or in violation
24 of public policy.

25 We submit that extrinsic evidence is relevant

1 to establishing the true meaning of paragraph 26.
2 Because you will hear testimony today from our client
3 representatives, as well as Eastwood, that there was a
4 different view of what paragraph 26 meant at the time
5 of execution.

6 Our clients are going to --

7 MR. BRADLEY: I was just going to say, I'm
8 not trying to keep any of his evidence out. I'm just
9 speeding things up. And I apologize. I really
10 hesitated to say it, but that's fine.

11 If they want to put the evidence in, that's
12 okay. So you can skip that if you want; or if you
13 want to make arguments, fine. I apologize. I didn't
14 want to sit here and have him make the argument and
15 say, well, I agree to it, and you say, Bradley, why
16 didn't you say that earlier. That's fine. He can --

17 THE COURT: He is sort of moving into opening
18 statements.

19 MR. BRADLEY: Whatever evidence he wants --
20 I'm not trying to keep him from putting in evidence.
21 So you don't have to argue if you want to put it in.

22 THE COURT: Let me ask this question.

23 MR. BRADLEY: I will consent to that.

24 THE COURT: Let me ask this question while
25 you're up, Mr. Bradley. Do you agree that the issue

1 before the Court is the language in the contract at
2 the time that the parties entered into the agreement?

3 MR. BRADLEY: I will agree that's the
4 decision for the Court to make, but I will -- also
5 believe that unconscionability doesn't just rely on
6 that.

7 It's an entire analysis of the situation
8 based on the law as I understand it. So I do agree
9 that those are the issues to be decided on
10 conscionability.

11 I suppose the place that I would disagree is
12 what does that mean when you are deciding
13 unconscionability. Does it mean you just look at the
14 piece of paper and say unconscionable or not
15 unconscionable for substantive unconscionability?

16 In which case, I guess you don't need any
17 evidence. Or does it mean what I believe it means,
18 what I believe the case to say, which I will hand to
19 you at my time, that you have to examine the entire
20 transaction, how people were treated and how the
21 contract is written in relationship to everything that
22 happened.

23 And in addition, I think to make an
24 intelligent reasoned decision, you need to know all
25 the facts that underlie this transaction in order to

1 I have a copy here, Judge, for you and for
2 your law clerk, if that would be helpful.

3 THE COURT: And this is the Damico?

4 MR. BRADLEY: Yes, sir.

5 THE COURT: Damico? I'm not sure how you say
6 it.

7 MR. BRADLEY: I'm not either. I've always
8 said Damico and then everyone said Damico.

9 THE COURT: When it's Italian, it's Damico;
10 when it's American, it's Damico.

11 MR. BRADLEY: I don't know Ms. Patricia
12 Damico, so I wouldn't know how to say it.

13 So as you know, this is an arbitration
14 clause, which is the same sort of unconscionability
15 analysis.

16 But as you see, it's more -- really what I'm
17 talking about here, where the Supreme Court is saying
18 a determination of whether a contract is
19 unconscionable depends upon all the facts and
20 circumstances of the case.

21 And so I don't know want to spend several
22 days going through everything, but I do think it's
23 important for the Court to know why the contracts were
24 terminated and what happened.

25 For instance, Mr. Appel has mentioned several

1 such a way to say this additional information, such as
2 you sold these other houses before you learned about
3 the problem, and then another house in this
4 neighborhood was sold after you learned about the
5 problem, not by us but by someone we sold the house
6 to, I think the entire scenario needs to at least be
7 fleshed out so the Court can review it.

8 And then the other authority I have relied
9 on, Judge, if I may approach, it's a section of the
10 code. I may have handed you mine that I marked up.

11 So I do understand that the Uniform
12 Commercial Code South Carolina version is not
13 necessarily binding on a home sale, but it is a point
14 of law in South Carolina on how unconscionability is
15 to be addressed. And it has been referenced by the
16 appellate courts in reviewing unconscionability in
17 general.

18 And the part I have highlighted there goes to
19 what we're saying, which is a reasonable opportunity
20 to present evidence as to its commercial setting,
21 okay, purpose and effect to aid the Court in making
22 the determination.

23 And that's just common sense, Judge. If
24 you're going to decide that Eastwood has done
25 something that's so unfair that no reasonable person

1 THE WITNESS: Sure. It's Patricia
2 A. Franquelin. And it's 24936 Sawyer Mills Court,
3 Aldie, Virginia 20105.

4 THE COURT: Two things. Spell your last
5 name.

6 THE WITNESS: Sure. It's
7 F-R-A-N-Q-U-E-L-I-N.

8 THE COURT: And in Virginia, what's the name
9 of the town again?

10 THE WITNESS: Aldie, A-L-D-I-E.

11 THE COURT: Aldie, Virginia. Okay. Very
12 good. Thank you, ma'am.

13 Mr. Cooper, your witness.

14 MR. COOPER: Thank you, Your Honor. At this
15 time, plaintiff seeks to admit Plaintiffs' Exhibits 1,
16 2, 3, 4, 5, 6, 7, and 8, as I understand are without
17 objection.

18 THE COURT: All right. Without objection?

19 MR. BRADLEY: Yes, sir, Judge.

20 THE COURT: Very good. In evidence.

21 (EXHIBIT NUMBERS 1 through 8 WERE RECEIVED.)

22 MR. COOPER: And Your Honor, procedurally for
23 the court reporter, is a binder okay or would the
24 court reporter rather lose copies?

25 THE COURT: Well, let me tell you how we're

1 Jersey and contracted with Eastwood to buy a house,
2 was it your plan to move to Charleston?

3 A. So giving context, my husband had stage four
4 cancer and we decided to change our life. We wanted
5 to go to something that was more -- less stressful.

6 I retired early so we could spend time. My
7 sister lived in South Carolina. It was a great way of
8 life. We loved the area. We frequented here. We
9 thought we could live a lifestyle without stress and
10 decided we were moving to Charleston.

11 Q. Okay. Had you been to Charleston before
12 deciding to move here?

13 A. Yes.

14 Q. And that was for vacation?

15 A. Well, we would visit my sister, vacations, et
16 cetera.

17 Q. Okay. And what time period was this that you
18 were looking to move to Charleston?

19 A. The timeframe I was looking for residence was
20 September of 2020.

21 And just to kind of -- again, I want to put
22 context into this. We were six months into a
23 pandemic. It was a crazy time. And people were
24 paranoid. They were very squeamish. Houses for sale.
25 Although there might have been some, it was the lowest

1 sorts of fees that they could levy on me if I was
2 late.

3 Q. And you asked that changes be made to
4 paragraph 17. Is that right?

5 A. Yes.

6 Q. And were you told that any changes could be
7 made to paragraph 17?

8 A. No.

9 Q. And then, as I understand it, you raised
10 concerns about paragraph 25 as well?

11 A. Yes.

12 Q. And did Eastwood say whether or not they
13 would agree to any changes to paragraph 25?

14 A. No changes. Absolutely no changes. Take it
15 or leave it.

16 Q. Okay. And paragraph 26, did you raise
17 concerns about paragraph 26 to Eastwood?

18 A. Yes, I did.

19 Q. And did Eastwood say if they would make any
20 changes to paragraph 26?

21 A. They said no changes.

22 Q. Okay. They said sign it as it is or don't
23 sign it and we'll --

24 A. Yes, either you sign it as is or you take it
25 or leave it.

1 Q. Okay. In entering this new home purchase
2 with Eastwood, did you feel like you had any
3 bargaining power in that negotiation?

4 A. I mean, again, I keep on going back to the
5 time. It was in the middle of a pandemic and there
6 wasn't a lot of quality houses on the market and there
7 wasn't a lot of building going on.

8 And I felt that -- I felt pressured that if I
9 didn't take this home at this time I wouldn't get a
10 home that was what I was looking for. There was just
11 not a lot of activity going on as far as quality
12 homes. There were things that were not, but not
13 quality.

14 Q. Okay. And so I guess my question is,
15 Eastwood wouldn't change the price of the house?

16 A. No.

17 Q. Eastwood wouldn't change -- Eastwood wouldn't
18 change any of the terms of the contract?

19 A. No.

20 Q. And so did you have any bargaining power with
21 Eastwood in entering this contract?

22 A. No. It was a take it or leave it.

23 Q. But in the end, you did sign the contract,
24 right?

25 A. I did. Again, with the assurances that I was

1 Is that right?

2 A. Uh-huh.

3 Q. Is that a yes?

4 A. Yes, it is.

5 Q. Okay. And will you read the first sentence
6 of paragraph 26 into the record for me?

7 A. Sure.

8 "Seller's option to cancel prior to closing.
9 If for any reason a bona fide dispute should arise
10 between the buyer and the seller and the seller's sole
11 judgement prior to closing and if such bona fide
12 dispute cannot be resolved to the mutual satisfaction,
13 then seller at its sole option may terminate this
14 agreement by written notice to the buyer prior to
15 closing."

16 Q. Okay. When you read that provision within
17 the contract, did you understand that to mean that
18 Eastwood could cancel the contract with you at any
19 time they wanted?

20 A. No.

21 Q. Okay. At the time that you entered this
22 contract, were you aware that Eastwood Homes intended
23 that provision of the contract to mean that they could
24 terminate or cancel the contract with you at any time?

25 A. Absolutely not. I wouldn't have signed it.

1 Q. Okay. What is -- when you read that
2 provision within paragraph 26, what was your
3 understanding of the meaning of that provision?

4 A. I thought it was a dispute with me personally
5 having a dispute with Eastwood on maybe the way things
6 were being constructed, something that was going on
7 between our, you know, correspondence back and forth,
8 that -- I mean, to the point that we made sure that we
9 always maintained a good relationship with them. We
10 weren't looking to be in conflict at all. We were
11 very careful just about that.

12 Because I called that particular paragraph out as
13 a concern, we navigated that paragraph very gingerly
14 because I didn't want to get into a dispute with them.

15 So there were certain things that we weren't
16 particularly happy, but I'm like, look, it's not worth
17 it, I don't want to get into a dispute with them,
18 let's just, you know, move on. So --

19 Q. Did anybody from Eastwood Homes relay to you
20 the company's understanding of what that provision
21 meant?

22 A. No.

23 Q. Okay. Did anybody from Eastwood Homes give
24 you any sort of reassurances specifically with regard
25 to that provision in paragraph 26?

1 A. Again, just the conversation with Mark Weeks
2 and Jill, that in the years that they have worked with
3 or for Eastwood they have never invoked this
4 paragraph.

5 Q. And you said Jill, you meant Melissa
6 Guggisberg?

7 A. Excuse me. Melissa.

8 Q. As we sit here today, what is your
9 understanding as to how Eastwood Homes reads paragraph
10 26?

11 A. It's a terminate at will for any reason.

12 Q. When you read paragraph 26, did you have an
13 understanding about what a bona fide dispute meant?

14 A. Bona fide, so I thought it was a good
15 dispute. Something -- a real disagreement between two
16 parties, meaning me and Eastwood. So, and that's how
17 I interpreted it and that's why we navigated it the
18 way we did.

19 Q. When you read paragraph 26, did you imagine
20 it could ever mean that Eastwood had the sole option
21 to terminate the contract at any time?

22 A. Absolutely not.

23 Q. If paragraph 26 was written so that it was
24 clear that it authorized the seller, Eastwood Homes,
25 to terminate the contract at will, would you have

1 signed the new home purchase agreement with Eastwood?

2 A. Absolutely not.

3 Q. Why not?

4 A. Because it means that I could have changed
5 all my life and be in the closing hours of the
6 purchase, just like I was, and they could cancel the
7 contract.

8 Q. Also within paragraph 26 is a provision that
9 provides that if Eastwood does choose to terminate
10 pursuant to that provision that your remedy is a
11 return of the earnest money plus \$100 as liquidated
12 damages. Is that correct?

13 A. Yes.

14 Q. And that's only if such a termination is
15 considered a default under the contract?

16 MR. BRADLEY: Judge, I'm going to object to
17 Mr. Cooper testifying as to what the contract means
18 and his interpretation of it by leading the witness
19 into that.

20 THE COURT: See if you can restate the
21 question.

22 MR. COOPER: Yes, Your Honor. I was
23 attempting to lay a foundation.

24 THE COURT: Okay.

25 BY MR. COOPER:

1 Q. Okay. And did y'all have a realtor?

2 A. We did.

3 Q. Okay. And what is your understanding of what
4 your realtor's role was in the process?

5 A. So she came with us to the showing. She
6 reviewed the contract with us. And she kind of gave
7 us advice on, you know, who Eastwood was as a company,
8 their representation of the region, and how builder
9 homes work, you know.

10 We had a number of friends that have
11 purchased homes and none of them were build homes and
12 so we didn't really know the process and how, you
13 know, it seems very different than buying a house from
14 a private buyer. So she kind of guided us in that
15 process.

16 Q. Okay. Did you pick a specific lot to
17 purchase?

18 A. We did.

19 Q. Okay. And did you pick a specific floor plan
20 to purchase?

21 A. We did.

22 Q. All right. And was there a price that was
23 set for the house that you were going to be buying?

24 A. Yes.

25 Q. And who set the price?

1 A. Eastwood did.

2 Q. Did you attempt to negotiate the price at
3 all?

4 A. We did.

5 Q. And did Eastwood negotiate on the price?

6 A. No.

7 Q. You said that you requested changes to
8 provisions within the contract?

9 A. Yes.

10 Q. Do you remember which provisions you
11 requested that there be changes made to?

12 A. For 25 and 26, specifically relating to
13 damages and dispute resolution.

14 Q. Okay. And why did you request those changes
15 be made?

16 A. The damages of \$100 to me seemed kind of
17 egregious. We're moving. Moving costs a lot of
18 money. My husband was changing his job. And he was
19 probably going to take a pay cut. I was taking -- I
20 was negotiating with my job. And they basically, you
21 know, said you're moving to a different cost of
22 living, you won't be in the office, your future --
23 your future wages will probably reflect that.

24 You know, we're moving away from our family.
25 Future children, that means child care is going to be

1 different. We were weighing a lot of different
2 things. So in my mind, the \$100 really wouldn't
3 cover, you know, even a fraction of that.

4 Q. So in your mind, the \$100 was not a fair
5 approximation of what your damages might be?

6 A. Correct.

7 Q. Okay.

8 A. And the other section, you know, the bona
9 fide dispute, I was very confused about what that
10 meant.

11 Q. So let's talk about that real quick.

12 A. Okay, sure.

13 Q. You asked questions about paragraph 26?

14 A. I did.

15 Q. Okay. And in paragraph 26, it is a provision
16 that contains the bona fide dispute language?

17 A. Correct.

18 Q. All right. And what was your understanding
19 at the time that you entered the contract that that
20 provision meant?

21 A. When I entered into the contract, I
22 specifically asked Melissa about it. I said, "What is
23 a bona fide dispute? What does this clause mean?"

24 And she said, "Well, you know, if you, in the
25 middle of the process, decide you want to change some

1 of your options, you know, if you're going back and
2 forth, if you're holding up construction, we can
3 decide that, you know, this maybe isn't working for
4 the both of us. And if that negotiation doesn't go
5 anywhere, it seems like it's holding up the process,
6 then we can part ways."

7 So that was my understanding, that there
8 would be a process, there would be a discussion, there
9 would be some sort of mutual, you know, arrangement
10 that -- before this bona fide dispute becomes
11 determined.

12 Q. Okay. And did you have an understanding of
13 who that bona fide dispute had to be between?

14 A. Me -- myself, my husband and Eastwood.

15 Q. Okay. And so at the time that you entered
16 into the contract, was it your understanding that any
17 bona fide dispute had to be a dispute that was between
18 you and Eastwood, the seller of the home?

19 A. Yes.

20 Q. All right. At the time that you entered into
21 the contract, did you understand provision -- the
22 provision in paragraph 26 to authorize Eastwood Homes
23 to terminate and cancel the contract at any time?

24 A. 100 percent no.

25 MR. BRADLEY: I just object to what her

1 Q. Okay. What would have happened if plaintiffs
2 would have said, you know, I'm sorry, I have consulted
3 with an attorney, he's not comfortable with paragraph
4 26 as written, I can't sign this contract, what would
5 have happened in that circumstance?

6 A. We probably -- I mean, I probably would have
7 called our general counsel to say, hey, we have a
8 problem, can he give me some direction, and he would
9 have said, well, if they're not willing to sign their
10 contract, then they're not our buyer, would be my
11 guess.

12 Q. Okay. Okay. You testified at your
13 deposition that if a consumer didn't want to sign the
14 contract, Eastwood Homes couldn't sell you the home.
15 Do you stand by that testimony?

16 A. Yes.

17 Q. Okay. So in that sense, would you agree with
18 me that Eastwood Homes' contracts and the terms of the
19 contracts are presented on a take it or leave it
20 basis?

21 A. I mean, if those are the words you want to
22 use. I mean, if you want to purchase one of our
23 homes, then we require that you use our purchase
24 agreement.

25 Q. Okay. Do you as division president have the

1 A. No. I mean, I think, again, that would be
2 more of a question geared towards our general counsel.

3 Q. Well, during your deposition, you testified
4 repeatedly about your interpretation of what these
5 terms mean and what a dispute is and things of that
6 nature. Did you not have a --

7 MR. BRADLEY: Judge, I objected to this for
8 this reason. If he wants to ask Mr. Matheney what his
9 interpretation of the terms are, I think that's
10 appropriate. He's asking him what Eastwood's terms
11 are. That's the distinction. He never was a 30(b)(6)
12 designee for Eastwood. That was Mr. Nason.

13 Obviously, you're in control of the
14 courtroom, but if he would -- I think the distinction
15 is if he would ask Mr. Matheney what do you think,
16 Mr. Matheney would be comfortable with answering these
17 questions. But he keeps asking him what would
18 Eastwood think. And I don't think Mr. Matheney is
19 comfortable with saying that. I'm just trying to move
20 things along a little bit. I guess it's in the form
21 of an objection.

22 MR. APPEL: That's fine.

23 BY MR. APPEL:

24 Q. So for the purposes of this testimony right
25 now, I'm asking what your testimony is in your

1 in paragraph 26 be between Eastwood Homes and a
2 company or an individual other than the buyer?

3 A. No. I mean, according to this, it says:
4 "Dispute should arise between the buyer and the
5 seller."

6 Q. Okay. So a minute ago, you testified that a
7 dispute doesn't have to be between two parties. And
8 now you just testified that a dispute has to be
9 between the buyer and the seller.

10 A. No. I simply just read the contract.

11 Q. Okay. So explain to me how you reconcile
12 what the contract says with your testimony earlier
13 that a dispute doesn't have to be between two parties.

14 A. That's my opinion. This is the contract.

15 Q. Okay. So what trumps between your opinion
16 and --

17 A. Again, Ross, if we want to talk about this
18 case and the contract and why there's a dispute
19 between the two, it's much easier than doing what
20 we're -- just tap dancing.

21 Q. Well, trust me. We'll get to that. We'll
22 get to that.

23 Do you see the language in paragraph 26 in
24 the first sentence that says "in seller's sole
25 judgement"?

1 A. I do, yeah.

2 Q. What is the meaning of that phrase in your
3 opinion?

4 A. Seller's sole discretion that they can cancel
5 prior to closing.

6 Q. Is it your testimony that the language
7 "seller's sole judgement" as it appears in paragraph
8 26 allows Eastwood to define what a dispute is?

9 A. That's probably fair, yeah. I mean,
10 there's -- that's probably fair. Again, in this case,
11 clearly there was a dispute.

12 Q. We'll get to that. I know you're eager to
13 talk about that. We'll get to that.

14 In your deposition you testified that -- when
15 I asked you is there any limit to Eastwood's
16 discretion to define what a dispute is, you answered,
17 "I wouldn't think so." Do you stand by that testimony
18 today?

19 A. I mean, if you're talking fair housing and
20 things like that, of course. But yeah, I mean, if
21 there's -- yeah, I stand behind that answer.

22 Q. Do the buyers have any ability to challenge
23 Eastwood Homes' determination that a dispute exists
24 once Eastwood Homes reaches a determination that a
25 dispute has arisen under paragraph 26?

1 A. I mean, it looks like they are.

2 Q. Well, I'm asking you, as you read 26 under
3 the contract, do the plaintiffs have the ability to
4 challenge Eastwood's dispute termination or is it
5 solely up to Eastwood and their sole judgment?

6 A. In the contract, it says: "Buyer shall have
7 no other rights or remedies should the seller exercise
8 such right of cancellation prior to closing."

9 Q. Can Eastwood Homes under paragraph 26
10 terminate this form contract for any reason it wants?

11 A. It says for -- if for any reason a bona fide
12 dispute should arise between the buyer and the seller
13 and the seller's sole judgment prior to closing and as
14 such bona fide dispute cannot be resolved to mutual
15 satisfaction, the seller has the sole option and may
16 terminate this agreement.

17 Q. Okay. So my question is can Eastwood Homes
18 terminate these contracts for any reason it wants to?
19 You testified in your deposition the answer was yes.

20 A. And again, most of these answers are in this
21 contract, so I don't know why we're --

22 Q. Well, we -- as you have seen, we disagree
23 with that. There's a -- there's a difference of
24 opinion of how paragraph 26 works and what these words
25 mean and how it functions. I'm trying to --

1 A. Those are questions for counsel. Those are
2 not questions for me. I didn't write this contract.

3 Q. I strongly disagree. I think your testimony
4 is relevant. It's extrinsic evidence to help the
5 Court determine what is meant by these ambiguous terms
6 in paragraph 26. We're trying to get information from
7 people relevant and connected to these transactions to
8 get to the bottom of these terms.

9 A. But we're not talking about this transaction.
10 You're talking about broad level. I mean, if you want
11 to talk about this transaction --

12 Q. I am talking in a broad level. We are trying
13 to understand what these contracts mean before we get
14 into anything else.

15 Okay. So I asked you at your deposition -- I
16 asked: "So it is your testimony that Eastwood Homes
17 can terminate these contracts under paragraph 26 for
18 any reason it wants to?"

19 You answered "yes."

20 A. Correct.

21 Q. Is that your testimony today?

22 A. Yes.

23 Q. Eastwood can terminate these contracts for
24 any reason?

25 A. Obviously, like I just said, without fair

1 housing violations and things like that, but yes.

2 Q. So as long as Eastwood is not violating a
3 federal law, they can terminate these contracts for
4 any reason they want?

5 A. That's correct.

6 Q. Mr. Matheney, you testified at your
7 deposition that Eastwood Homes can terminate this form
8 contract because it doesn't like the price and wants
9 to renegotiate a higher price. Do you recall that?

10 A. We can do that.

11 Q. Really?

12 A. Yeah.

13 Q. You also --

14 MR. BRADLEY: Judge, I object to this based
15 on what we talked about. There's no evidence that
16 that's what happened here and there's no indication
17 that Eastwood did this.

18 This is a fanciful imagination of what could
19 possibly happen down the road if Eastwood ever made
20 this decision, which it never has, which has no
21 bearing whatsoever on what's written in the contract
22 or what happened in this case.

23 So I don't know that it's got any relevance
24 whatsoever if we're going to talk about, as they have
25 indicated, what's in the contract. They're trying to

1 COURT REPORTER'S CERTIFICATE

2
3 I DO HEREBY CERTIFY THAT THE TESTIMONY
4 CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO
5 WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A
6 COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A
7 TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE
8 TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

9 I DO FURTHER CERTIFY THAT I AM NOT CONNECTED
10 BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR
11 ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF
12 EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY
13 IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL,
14 ATTORNEY, AGENT, OR OTHERWISE.

15 SIGNED THIS THE 21st DAY OF JUNE 2023.

16 

17 JOSIE ALLEN BOEHM

18 My Commission Expires 10/18/32
19
20
21
22
23
24
25

Nason Deposition

1 IN THE COURT OF COMMON PLEAS
2 FOR THE STATE OF SOUTH CAROLINA
3 CHARLESTON COUNTY

4 DEPOSITION OF ALLEN NASON

5 PAUL A. BANKER and APRIL D. BANKER,

6 Case No. 2021-CP-10-2902

7 PATRICK K. DALY and BRENDA DALY,

8 Case No. 2021-CP-10-3012

9 RALPH DAWKINS and MICHELLE DAWKINS,

10 Case No. 2021-CP-10-2829

11 MARCEL FRANQUELIN and PATRICIA FRANQUELIN,

12 Case No. 2021-CP-10-2831

13 LOUIS GLAVINOS and KIMBERLY GLAVINOS,

14 Case No. 2021-CP-10-2837

15 MICHAEL A. MARTIN and ADRIANA S. IAQUINTO-MARTIN,

16 Case No. 2021-CP-10-2833

17 DANIEL J. O'GRADY and KAITLYN E. GRIGOLEIT,

18 Case No. 2021-CP-10-2838

19 CHRISTOPHER M. RAYBON and LASHONDA K. JONES
20 RAYBON,

21 Case No. 2021-CP-10-2840

22 MORRIS K. WHITE and REBECCA A. WHITE,

23 Case No. 2021-CP-10-2844

24 Plaintiffs,

25 vs.

1 EASTWOOD HOMES OF COLUMBIA, LLC d/b/a EASTWOOD
2 HOMES; EASTWOOD CONSTRUCTION PARTNERS, LLC f/k/a
3 EASTWOOD CONSTRUCTION, LLC d/b/a EASTWOOD HOMES;
4 EASTWOOD CONSTRUCTION, LLC,

Defendants.

6 DEPONENT: ALLEN NASON

7 DATE: May 18, 2022

8 TIME: 1:05 P.M.

9 LOCATION: VIA VIDEOCONFERENCE

10
11 REPORTED BY: PAULA MAXWELL
12 CLARK BOLEN
13 P.O. Box 73129
14 Charleston, SC 29415
15 843-762-6294
16 WWW.CLARKBOLEN.COM
17
18
19
20
21
22
23
24
25

1 plaintiffs.

2 And here's what I mean by that. Let me
3 give you this hypothetical and see if we can kind
4 of get to the nub of this. Let's say prior to
5 sending the mutual release out you invite Becky
6 White and her husband, one of our plaintiffs in
7 this case, into your office and you explain the
8 full accounting of what happened. You go back to
9 CAM Management and their representations. You
10 talk about the plats and the issues with the City
11 of Charleston and the value. You put it all out
12 on the table just like you did right now.

13 What if Becky and her husband said, I
14 agree with you 100 percent, is that a dispute in
15 that instance?

16 A. It is.

17 Q. How can it be a dispute if both parties
18 are in agreement?

19 A. Because you are believing that the word
20 dispute is narrowly tailored to mean there's some
21 disagreement. There can be a dispute without a
22 disagreement. Here, there's a dispute on
23 multiple levels because Eastwood markets and
24 contracts for things that it cannot actually
25 perform or deliver. That's a dispute. Whether

1 they agree with the dispute or not, that's still
2 a dispute.

3 And because Eastwood has sole judgment
4 here, we are the ones that have the authority to
5 state in our sole judgment that that dispute
6 exists. There's no requirement that dispute --
7 that dispute mean a disagreement. We don't use
8 the word disagreement in here. Dispute and
9 disagreement are not the same things. Your
10 client doesn't have to agree with us for there to
11 be a dispute.

12 Q. Okay. Is the term dispute defined in
13 the contract?

14 A. No. But it doesn't need to be because
15 in Eastwood's sole judgment, it decides what a
16 dispute is as I just explained in the context of
17 the scenario I gave you.

18 Q. Does seller's sole judgment entail the
19 ability to define the term dispute any way
20 Eastwood wants?

21 A. Not any way Eastwood wants. I mean,
22 again, there's a good faith -- in South Carolina,
23 you have to have kind of a good faith basis in
24 contract, right? And so I've articulated a whole
25 litany of reasons why Eastwood used its sole

1 So when this termination was done, they
2 had no contract. The ability -- and they're not
3 the owner of the property. They have no
4 contractual or other right to file a lis pendens
5 or file a lawsuit, so all that is at that point
6 is a slander of title, and that's why that
7 action -- that counterclaim is brought against
8 everybody for that very reason.

9 Q. So there's a lot of assumptions in that.
10 There's an assumption that paragraph 26 was
11 validly exercised in this case, which we hotly
12 dispute. We dispute there is a dispute in this
13 case, and the definition of that word dispute is
14 going to be decided at some point.

15 Eastwood drafted this contract.
16 Eastwood didn't define the term dispute. And I
17 think any common sense definition of a dispute
18 incorporates a bilateral relationship where
19 multiple parties are not agreeing to something.
20 So --

21 A. Your opinion is irrelevant because it's
22 the seller's sole judgment, so I don't really
23 care what your opinion is. It's only my opinion
24 that matters, period.

25 Q. Well, we'll find out about that. I

1 A P P E A R A N C E S

2 (All appearances via videoconference)

3 ON BEHALF OF PLAINTIFFS:

4 McCULLOUGH KHAN APPEL
5 BY: ROSS A. APPEL
6 BY: MICHAEL COOPER
 2036 eWall Street
 Mount Pleasant, SC 29464

7
8 ON BEHALF OF DEFENDANTS:

9 MOORE TAYLOR LAW FIRM, P.A.
10 BY: JAMES EDWARD BRADLEY
 P.O. Box 5709
 West Columbia, SC 29171

11
12 ALSO PRESENT: Patrick and Brenda Daly, Michelle
13 Dawkins, Marcel and Patricia Franquelin, Michael
14 Martin, Adriana Iaquinto-Martin, Christopher
 Raybon, LaShonda Jones Raybon, Rebecca White,

15

16

17

18

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Exhibit 1

Lot/Block
Subdivision138
Swygerts Landing**Eastwood Homes New Home Purchase Agreement**

THIS CONTRACT, made and entered into this **September 15, 2020** between Eastwood Homes (herein referred to as Seller) and **Ralph Dawkins, Michelle Dawkins** hereinafter called Buyer(s). This Agreement cannot be assigned or transferred without the written consent of Seller. The date of sale is the date that Buyer(s) signed this agreement.

WITNESSETH:

That the parties hereto, in exchange for the mutual covenants herein contained, contract and agree with the other as follows:

1. **The Property:** Seller shall sell to Buyer and Buyer shall purchase from Seller all that parcel of land located in **Charleston** County, **SC** known as Lot **138** in **Swygerts Landing** Subdivision which Seller agrees to construct a house as shown on a map or plat thereof which is recorded in the Register of Deeds/Mesne Conveyances/Clerk of Court's Office, according to the Seller's plans and specifications. Seller covenants with Buyer that said plans and specifications meet FHA/VA/HUD requirements for a loan thereon, house to be completed according to said specifications and closed following final inspection (if applicable). The Plan Number/Name is **5089 Cosgrove Elevation D** and is built at street address **1120 Tebalt Dr. Johns Island SC 29455** together with all improvements thereon and appurtenances thereto (collectively, the "Property").

2. **Authority:** If two or more persons are named as Buyers within this Agreement herein, and after both Buyers execute this New Home Purchase Agreement, any one of them is thereafter authorized to act as agent for the other, with the right and authority to bind all persons named as Buyer, including in modifications to this Agreement and all subsequent Addendums thereto. Hence, the term 'Buyer' shall have the same meaning as 'Buyers' (plural) throughout this Agreement.

3. **Recorded Map Review:** Buyer has reviewed the recorded plat map for The Property; which shows page and plat book number **TMS#312-02-00-092**

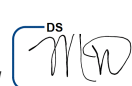
4. **Cooperating Broker/Agent:** This New Home Purchase Agreement has _____ has not ☒ been executed with a licensed Realtor in accordance with Eastwood Homes' Cooperating Broker Policy. All Eastwood Homes Sales Specialists ("Sales Representative(s)") are Employees of the Seller and only represent Eastwood Homes' interests. If Buyer has a Realtor agent representing his/her/their interests in this New Home Purchase the Buyer agrees to the following: The Buyer agency form will be signed prior to the original Purchase Agreement, which will detail the cooperating Broker/Agent's name, office, license number and contact information and the Realtor Compensation Addendum will be completed to disclose all compensation to be paid Buyer's agent at closing. Eastwood Homes does not offer Buyer's agents. Furthermore, Sales Representatives, who are compensated by Seller, are required to provide Seller with important Buyer information (i.e. personal, financial or other information) that would assist Seller in the sale of the Property.

5. **Occupancy Disclosure:**

☒ Buyer agrees that the Property is being purchased as a principal occupancy for a primary residence. Buyer also agrees the Property is not being purchased for rental purposes and that no such indicator such as "for rent" signage may be placed upon the Property or advertised within twelve (12) months after closing. Buyer understands that Seller has entered into this agreement on the basis of this representation and this provision survives the closing.

_____ Buyer is purchasing this home as a non-owner occupied and/or investment property and Seller agrees that there will be no holding period placed on the Property. In order to exercise this option a \$_____ earnest money binder must accompany this Agreement. With investment property, Buyer is aware that Seller will only respond to warranty concerns communicated by the title owners of the home.

6. **No Other Contracts or Documents:** Seller and Buyer agree that all contracts for the purchase of an Eastwood Home must be issued by Eastwood Homes. No other contracts or documents will be accepted, unless they are issued by Eastwood Homes. All correspondence will be facilitated through your Eastwood Homes New Home Specialist (Sales Representative). Buyer is prohibited from recording this Agreement or similar memorandum or pleading, and any attempted recordation shall

Seller  /Buyer(s)  

be declared, at Seller's option, a default by Buyer entitling Seller to exercise all of its remedies at law and/or equity.

7. No Oral Commitments: ALL statements or representations for which the Seller is to be responsible MUST be in writing within the Eastwood Homes New Home Purchase Agreement ("Purchase Agreement") or Addendum thereto, and properly executed by Buyer and Seller. ***Buyer agrees that no Sales Representative or other Seller agent has the authority to make any statements which would modify, amend, change, alter, cancel or supplement this written Purchase Agreement or Addendum(s) thereto, unless statements are in writing and properly executed by Buyer and Seller.***

8. Materials Used and Selected: Buyer agrees that all materials used in the construction of said house upon the above-described real property, shall be chosen from the Seller's suppliers. Seller reserves the right to substitute "like kind" materials at its sole discretion. Color and other design selections, where applicable, must be completed within ten (10) calendar days of date of sale and within normal business hours. No changes can be made to color selections once signed without a \$250.00 nonrefundable change order processing fee. If selections are not completed, Seller may proceed with their own color selections. No changes can be made to the house after ten (10) calendar days after date of sale.

The Parties further agree Seller makes no representation or warranty to Buyer, beyond providing a municipally issued certificate of occupancy certifying each home as acceptable for habitation by each municipality, regarding the existence, presence or absence, of any radon, formaldehyde, toxic materials, hazardous materials or any other substance within any home, water supply, or on any property which is regulated, in whole or in part, by the Occupational Safety and Health Administration or other state or federal agency.

9. Lot Premiums and Community Development: Some of the properties in this community have lot premiums set by Seller. Premiums are determined by a variety of factors and generally define the desirability of a particular lot when compared to other lots in the community or in a geographic area. Premiums do not necessarily indicate a lot with a better view, privacy, topography, lot size or that has any other distinguishing feature. If Buyer purchases a lot perceived as having privacy or a desirable view, Buyer is aware that the privacy or view from the desired lot today is not guaranteed and Seller makes no representations or warranties about the scope or extent of any view or privacy now or in the future. Buyer understands that existing views or privacy may be altered or impaired by future construction by Seller, by other developers, by growth of vegetation and/or trees, by fences and/or by other factors not presently known. Further, Property adjacent to or surrounding the Buyer's Property, which is not owned by Seller, is understood to not be within Seller's control. In addition, the materials, features and amenities described and depicted in the marketing and promotion materials observed by or furnished to Buyer(s) are based upon current development plans, which are subject to change without notice. No guarantee is made that features amenities and facilities depicted by renderings or other description will be provided, or if provided, will be of the same type, size or nature as described.

10. Plans, Drawings, Renderings, Website: Buyer understands and agrees that the size of the Property, the location of sidewalks and driveways, landscaping, drainage patterns, topography, and other similar characteristics will differ from the model home plans, sales brochures, drawings, renderings or any website which Buyer may have examined. Total square footage and/or room size(s) may vary from renderings, sales brochures, blue prints or model home plans. Purchase price may vary depending on lot selection, floor plan selection, options or other Buyer requests. Seller owns all intellectual property rights for its plans, drawings, renderings, name, logo, website and other advertising, and no license is granted or conveyed to Buyer by this Agreement for use of Seller intellectual property. All homes are available on an equal opportunity basis.

11. Seller Paid Closing Costs, Concessions, Prepaids and Prorations: Buyer agrees to use best efforts to procure a loan or perform a cash closing to purchase the Property within the agreed time frames and consistent with this Agreement's requirements. Seller and Lender will pay, as separate consideration for waiver of paragraph 30 warranties, up to **\$5,000** from Seller and/or lender toward the following closing costs associated with closing a first mortgage only, *provided Buyer utilizes a Seller approved or preferred lender and Seller's designated attorney*. These approved closing costs include loan origination, underwriting and/or processing fee(s), appraisal, credit report, buy down funds and sales price concessions, flood certification, attorney's fee(s), title and recording fee(s), title binder and insurance, courier fees, survey, and state tax/stamp fees/tax impounds/Grantor/Grantee taxes.

Buyer will pay all prepaids, FHA insurance premium, VA funding fees, private mortgage insurance and discount points, if required by the loan. Taxes are prorated as of date of closing. Buyer agrees to pay all state tax/stamp fees/Grantor/Grantee taxes. Buyer agrees to reimburse or pay Seller for costs of the survey which is provided to Buyer at closing, and which shall

enable Buyer to obtain title insurance. Seller, in its sole discretion, may approve application of closing cost assistance to Buyer identified closing costs, prepaids, HOA fees and other closing expenses. At and after closing, Buyer is responsible for Homeowners Association ("HOA") dues and capitalization fees. Such fees are paid at closing, where applicable. Estimated HOA Dues are \$77.09 per month and the estimated Capitalization Fee is \$1,250.00. HOA operations and services are provided by a third party which Eastwood Homes does not own/operate; therefore, HOA fees may change without notice and Buyer holds Seller harmless regarding estimated HOA and Capitalization fees.

12. **Binder Payment:** Buyer agrees to pay to the Seller the sum of \$5,000.00 as a non-refundable binder/earnest money deposit ("Binder"), and an additional non-refundable deposit of on or before and to be applied to the purchase price of 534,180 of the hereinbefore described real property and the improvements constructed thereon, plus any additions for change orders as may be shown on any addendum which may be attached. Binder money will be placed in an interest-bearing escrow account and Eastwood Homes will retain all interest earned. Cash will not be accepted.

In the event Buyer has not paid the binder funds specified in this paragraph, or in any binder Addendum(s) attached hereto, within thirty (30) days from the date of sale, and/or within thirty (30) days from the date of executed binder Addendum(s), or, Buyer has not provided reasonable written evidence within thirty (30) days from contract to Seller from Buyer's lender evidencing Buyer's ability to borrow sufficient funds or proof of funds to close the sale of house and lot, that in either event, the Seller has certain rights. Seller shall have the absolute right to: 1) cancel this contract and retain earnest monies; or 2) maintain the contract in full force and effect and increase the purchase price of the house and lot one percent (1%), or, 3) maintain the contract in full force and effect and increase the purchase price of the house and lot to that which Eastwood Homes is charging for a comparable house and lot on the thirtieth (30th) day after the date of sale and/or within thirty (30) days from the date of executed binder addendum, or, 4) Seller can assess late fees to Buyer of \$100.00 per day, and in which case an Interest Carry Addendum will be executed and agreed anticipated Interest Carry Costs will be paid to Seller, which payment are nonrefundable and are not part of the purchase price.

Binder, and other transaction monies paid, are nonrefundable upon Buyer, or Buyer's agent, furnishing a lender preapproval letter (or other evidence of financing acceptable to Seller) to Seller. Upon Seller's receipt of the Buyer's lender's preapproval letter Seller shall, in reliance upon Buyer's compliance with all preapproval letter or financing terms, begin or continue construction of Buyer's home and add Buyer selected options to the home as contracted for. The Seller, in addition to the binder money, shall retain the right to pursue all other remedies in law and equity for noncompliance with paragraphs 12 and 13.

13. **Buyer's Loan Application and Approval:** Buyer will make an application for a loan within five (5) days. Buyer will take no action after the signing of the contract to not make loan application or act in any way which will impair Buyer's ability to qualify for and obtain a TBD loan. Any such action shall constitute a material breach of this contract and a forfeiture of all binder monies paid. Buyer authorizes Seller a limited power of attorney to obtain continuing updates from Buyer's lender and loan officer ("lender representatives") regarding Buyer's loan application and Buyer's progress towards satisfaction of all loan conditions to enable Buyer to close by the Closing Date. Buyer expressly authorizes Seller to communicate with Buyer's lender representatives to effectuate the limited power of attorney granted without need for further authorization being provided to lender representatives. Seller agrees to convey the property described above to the Buyer upon the closing of the loan and the payment of the purchase price as described herein. Time is of the essence in this contract. Conveyance shall be by Special Warranty Deed. Closing shall be upon completion, which is estimated by Seller to be on or about **180 Days from Start of Construction.**

14. **Design Center/Selection Appointments:** Buyer agrees to schedule an appointment with the Seller's Design and Selection Representative within seven (7) calendar days of date of sale. In the event Buyer does not schedule or attend this appointment, Seller at its sole discretion may terminate this Agreement and retain any binder monies held or Seller shall select from its list of standard options. Buyer agree he/she/they shall be required to provide additional nonrefundable deposits in accordance with the Design Center Addendum.

15. **Pre-Closing Orientation:** The pre-closing orientation date and time will be arranged for Buyer and must take place with the Buyer and Eastwood Homes' Builder. All construction meetings and walk-through orientations must be scheduled and take place during normal business hours. Buyer agrees that under no circumstance shall construction of the home stop due to Buyer's inability to attend any construction meetings, orientations or pre-closing appointment(s).

16. **Access to Property Before Closing:** Buyer shall be provided access to the property only with prior reasonable notice to their New Home Sales Specialist or Builder and only when accompanied by an authorized representative of Eastwood Homes. Buyer otherwise is prohibited access of any type prior to closing. Buyer realizes and acknowledges that entry upon the Property prior to closing can be dangerous and that hazards may exist which are not observable; Buyer waives any and all claims against Seller for injury or loss to person or property and Buyer shall hold harmless and indemnify Seller from and against injury, loss, damage or expense to any person or to any Property arising out of any entry on the property prior to closing. Buyer may not perform or contract any work to be performed on the property for any reason until after closing. Only the Seller is authorized to alter, change, or construct on the Property until the closing occurs.

17. **Date and Conditions of Closing:** Upon completion by the Seller as required by this contract, the Buyer will close the purchase. **Any other closing dates in this contract are for the purpose of estimated dates only.** Failure by the Buyer to close the purchase shall constitute a default under the terms of this Agreement and shall result in the Seller declaring the Buyer in default and authorizes Seller to exercise all remedies available at law or equity.

Closing dates and times will be established by the Eastwood Homes Closing Coordinator. Seller will provide advance notice of the closing date to Buyer, however, once a time and date have been set Seller will not be able to make any changes. In the event the closing date is missed due to inability to obtain financing or otherwise on the Buyer's behalf, Seller shall have the absolute right to avail itself of paragraph 12 rights regarding cancellation, purchase price increases, or late fees

Closing will occur at the following approved attorney's office: **Weeks & Irvine, LLC 567 Crowfield Boulevard Goose Creek, SC 29445**

Electric, gas and water utilities ("utilities") will be set by Eastwood Homes. Buyer shall have utility services transferred to his/her/their name no later than the day after closing. Eastwood assumes no responsibility for interrupted service if the agreed transfer does not occur as agreed.

The proration of property taxes will be based on the actual taxes from the previous year on the above referenced property and will usually be provided by the governing municipal entity. The parties acknowledge that the prior year tax rolls may include the property within a larger tract of land, in which case the individual lot value must be prorated from the tax value applicable to the larger tract. The Closing Attorney and Buyer's Lender ("Closing Staff"), pursuant to lending regulations, are required to obtain tax information at least a week in advance of closing. Accordingly, the undersigned hereby agree that the prorations of taxes on the Closing Disclosure and/or settlement statement are final, even in the rare instance where a governing municipal entity provides incorrect tax proration information or provides for reassessment, revaluation, or makes tax changes which were not available to Closing Staff at the time of closing and even where Closing Staff could have used a different methodology to prorate taxes. Buyer understands that certain municipal entities require an application be completed to receive reduced tax treatment for newly purchased property. Failure to apply for reduced tax treatment after closing may increase escrows and taxes due. Buyer further understands that certain municipalities require an application to be submitted by Buyer to obtain a more favorable tax treatment for the property from the municipality. Please inquire with Closing Staff regarding the application process that applies for your property.

At closing Buyer will receive a survey. If that survey demonstrates the community developer or Seller previously installed a fence, retaining wall or other fixture which adjoins or extends from any adjacent property onto Buyer(s) property, Buyer(s) understand and agree that Buyer(s) may have a shared responsibility to maintain, care for, and share in any cost of future replacement. Accordingly, any questions regarding the contents of the survey should be addressed to the Closing Attorney.

18. **Seller's Right to Cure:** Buyer agrees to provide Seller with five (5) business days' notice, in writing and prior to the established closing date, of any alleged defects or perceived violation by Seller of this Agreement. Seller shall have ten (10) calendar days to cure the perceived defect or violation prior to closing, and Buyer agrees the closing date will accordingly be adjusted in the sole discretion of Seller. If Buyer fails to abide by this section Seller shall have the right to exercise all remedies as detailed in paragraph 17.

19. **Closing Attorney:** The closing will be at the office of the Seller approved closing attorney(s). If the Buyer desires to employ an attorney to represent his/her interests, he/she may do so at his/her own expense. However, in all instances, the

closing will occur at the office of Seller's attorney.

20. **Termite Treatment Certification:** Seller agrees to furnish proof to Buyer by letter from a licensed pest control firm that the foundation/house has been treated for termites and other wood destroying organisms.

21. **Affiliated Business Disclosure:** Buyer acknowledges receipt of a copy of a Notice required by the Federal Real Estate Settlement Procedures Act and Regulation X (RESPA Notice) disclosing Eastwood Homes' interest in a title insurance agency, Cardinal Title Center, LLC and the existence of a preferred lender relationship (only applicable for federally-backed mortgage loans requiring a Settlement Statement or Closing Disclosure).

22. **Affiliated Business Election:** Buyer understands and requests the following (check all applicable):

- ☒ Buyer requests that title insurance business be referred to Cardinal Title Center, LLC, and/or Investors Title and the closing attorney be notified accordingly. Buyer requests title insurance reissue credit at closing. Buyer understands that Buyer can contact Cardinal Title Center, LLC at 1-866-772-2297 or Investors Title at 770-781-3000 to obtain or provide additional information concerning title insurance. Buyer further understands that the Lender, if any, requires mortgage loan title insurance and the Lender's policy does not provide Owner's coverage to protect Buyer's equity. Buyer requests Owner's coverage for the purchase price amount.
- ☐ Buyer requests my title insurance business be referred to _____ Please instruct the closing attorney accordingly.
- ☐ Buyer requests that the lending business be referred to Seller's approved or preferred lender(s) and that the closing attorney be notified accordingly. Information regarding Seller's preferred lender(s) is/are available from a Sales Representative.

23. **Documents Expressly Made Part of Contract:** Buyer acknowledges receipt of certain documents, either at or after date of sale, which are properly executed by the Seller and Buyer, which include, but are not limited to, detailing standard specifications, riders, contingencies, and other addendums ("documents"); all of which may be added during construction, and contain other contractual obligations which are incorporated herein by reference and are expressly made a part of this contract.

24. **Entire Agreement of Buyer and Seller:** The parties acknowledge and agree this contract and any properly executed documents attached hereto or attached at a later date, shall represent the entire agreement with respect to its contents and that all prior agreements and correspondence between the parties are totally superseded by the contents hereof, nor may the contents of any prior draft or agreement or other correspondence be used to interpret the intention of the parties with respect to the terms and conditions herein contained. This contract can only be modified in writing, signed and dated by both Buyer and authorized agent of Seller.

25. **Buyer in Default; Seller Remedies:** Buyer(s) shall be in default if Buyer(s) fail to make full and timely settlement under the terms and conditions set out in this contract. In the event of default the binder money may be retained by the Seller as liquidated damages and not as a penalty, in which event Buyer and Seller shall be relieved from further liability under this contract. In the alternative, and in Seller's sole discretion, Seller may retain the binder as payment of damages and pursue such other and further legal and/or equitable remedies the Seller may have by reason of the Buyer's breach or default. In the event of a breach of this Agreement by Seller, Buyer may recover the deposit, however, in no event will Seller be liable for consequential damages or for damages or delays and Buyer hereby releases and waives any claims for such damages.

Buyer acknowledges and agrees that Seller will utilize Seller's standard construction and contract administration processes and procedures in constructing the property and in otherwise performing this New Home Purchase Agreement, including Seller providing notices by email to Buyer. **The Seller's process may include completion of a prequalification form with a Seller approved lender which Seller will evaluate to confirm Buyer(s) ability to close on the Property** Buyer(s) agree that he/she/they shall be in default of this Agreement if Buyer engages in specific acts or a course of dealing which materially disrupts Seller's standard and customary construction and contract administration processes and procedures, which includes the Buyer, without limitation: failing to make choices or take other actions required of Buyer within indicated

time frames; refusing to work with designated Seller representatives to accomplish certain aspects of the Agreement, interfering with Seller and Seller's agents performance of the Agreement, engaging in an abusive, harassing, threatening or in an otherwise offensive manner towards Seller and/or Seller's agents, unreasonably withholding acceptance or approval of work which complies with plans and specifications, or any other acts which have the affect of delaying construction, increasing Seller's cost of performance or otherwise unreasonably impeding Seller's performance.

26. Seller Option to Cancel Prior to Closing: If for any reason, a bona fide dispute should arise between the Buyer and Seller, in Seller's sole judgment, prior to Closing, and if such bona fide dispute cannot be resolved to their mutual satisfaction then Seller at its sole option may terminate this Agreement by written notice to the Buyer prior to Closing. If Seller terminates this Agreement, Seller shall return to Buyer all deposits, whether refundable or not, and pay the Buyer an additional amount of \$100.00, as liquidated damages in the event the Seller cancellation constitutes a default under this agreement. Buyer agrees that such sum is a fair determination of Buyer's damages in the event such cancellation constitutes a default by the Seller hereunder, being that actual damages are difficult to assess. Buyer shall have no other rights or remedies should the Seller exercise such right of cancellation prior to closing.

27. Notice of Warranty Requests; Dispute Resolution Where Seller Does Not Cancel Prior to Closing; Social Media: Marketing Authorization: Eastwood Homes reputation for excellence has been hard-earned over decades of quality homebuilding and includes providing every homeowner a home warranty and a reliable home warranty process. With the advent of social media home warranty claims are sometimes made outside the Eastwood Homes warranty process, which complicates Seller's ability to provide follow-up service. Accordingly, any warranty claim or dispute between the parties remains confidential and is hereafter not subject to disclosure other than between the parties. Buyers (and Buyer's agents) therefore agree they shall not make or encourage others to make any public statement, through any medium (including Facebook, Yelp, Twitter, or other social media sites whether existing at the time of contract or not) that is intended to, or reasonably could be foreseen to, be false, misleading, libelous or defamatory or be an unauthorized use of Eastwood Homes intellectual property, seek a non-contracted for benefit or otherwise be designed to falsely embarrass, criticize, malign, harass or be otherwise obscene, vulgar or inappropriate regarding Eastwood Homes or its employees. Eastwood Homes has specifically negotiated this provision and has further developed rules of use for various social mediums and its website designed to encourage constructive feedback by its valued customers. To effectuate this section, Seller is hereby authorized by Buyer, and Buyer hereby grants to Seller, an irrevocable limited power of attorney which survives closing which authorizes Seller to remove, or require removal, of content posted in violation of this section from any source, provider, ISP, or social media or website. Further, many states request or require parties to take preliminary steps before any claim or controversy proceeds. Towards that end, if any disputes, including within the first year of your warranty, arise prior to, during, or after closing, initial dispute inquiries should be initially directed to the following areas, according to the agreed process:

Step 1: For construction and warranty issues Buyer agrees to contact the local Division office *in writing* and identify the construction/warranty issue so the matter can reviewed by Seller, see www.eastwoodhomes.com; and

Step 2: For any further matters in which Buyer is unsatisfied, Buyer agrees to contact the Eastwood Corporate Office at (704) 399-4663 and request to speak with the claims administration representative prior to taking any action or making any claim.

Buyer hereby grant to Eastwood Homes or its authorized agents irrevocable authority to utilize our name(s), photograph, likeness, voice, biographical and personal background information, statements or related Buyer-related marketing materials in any medium or embodiment now known or hereafter developed as Eastwood Homes may deem appropriate from time to time, all without additional compensation or notice to me.

28. Risk of Loss: If Between the date of this Agreement and the Closing, the house is damaged by fire, natural disaster or other causality, the risk of loss to the home is assumed by the Seller, but without any obligation to repair or replace the same, except if the Seller elects to repair or replace the improvements. If Seller so elects to repair or replace the improvements, this Agreement shall remain in full force and effect and Seller shall be given a reasonable amount of time within to complete such repairs and replacements. If Seller elects not to repair or replace such improvements, Seller shall give written notice to the Buyer and this agreement shall be deemed canceled and Seller shall refund all deposits.

29. Home and Consumer Product Warranties: Prior to Buyer's closing, Buyer agrees he/she/they has/have been given and has/have read the Eastwood Homes Warranty Program's new home warranty booklet ("Home Warranty") that governs

Buyer's rights regarding warranty coverage. Seller and Buyer agree to be bound by all of the terms, conditions and exclusions of the Home Warranty. Buyer understands the Home Warranty is not an insurance policy and Buyer waives for him/herself, and/ or on behalf of anyone acquiring rights through Buyer, all subrogation or other rights for claims for repair or loss against Seller. The Home Warranty automatically transfers to the subsequent owner of the home; however such transfer does not extend any warranty coverage period.

Consumer products are excluded from coverage under the Home Warranty and pursuant to the Magnuson-Moss Warranty Act (15 USC § 2301, et seq.) Buyer is hereby assigned by Seller, effective after closing, all rights in any consumer product warranties of any consumer products installed in or upon Buyer's property. Seller shall not be liable for any damage to a consumer product or for any damage caused by a consumer project installed in or upon the property. If the consumer product malfunctions/is defective, Buyer will follow the procedures in the applicable manufacturer's warranty documents.

30. **Waiver of Other Warranties:** TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES SUCH AS WARRANTIES OF QUALITY OR FITNESS FOR USE OR PARTICULAR PURPOSE, HABITABILITY, WARRANTIES OF CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, AND ALL OTHERS, WITHOUT LIMITATION, ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. IN EXCHANGE FOR THIS AGREEMENT BUYER HAS RECEIVED THE SEPARATE CONSIDERATION IN PARAGRAPH 11.

31. **Privacy Policy and Sharing of Consumer Information** Eastwood Homes does not collect or retain social security numbers. All other communications or materials you provide to us, whether received online, electronically, in person or otherwise collected by or submitted to us, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-confidential and non-proprietary. Anything you submit, transmit or post becomes the property of Eastwood Homes ("Eastwood") and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, market research, development of prospect lists, project planning, broadcast, posting and marketing, among other things, as permitted by law. We may disclose nonpublic personal information detailed above about you (either as an existing or former customer) to financial service providers affiliated with Eastwood, such as mortgage bankers and insurance agents, retailers and direct marketers, pest control companies, multiple listing service and as part of the closing process. We may also disclose nonpublic personal information about you to nonaffiliated third parties only as required by law (i.e. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus, if applicable). After closing Eastwood will not share nonpublic information with nonaffiliates except as required by a legal authority, state or federal agency, or by subpoena or other Court order.

32. **Special Provisions (including listing of all Addendums):**

Specifications

RESPA

Option Addendum

EXECUTION

By signing below, Buyer and Seller agree to be bound by all of the provisions of the Purchase Agreement. This Purchase Agreement shall not become binding upon Seller unless and until it is signed by the Division President, Vice President of Sales, Sales Manager, or other authorized Officer of Seller. Acceptance and deposit of a check prior to this Purchase Agreement being binding on Seller shall be done solely for the security of such payment. If this Purchase Agreement is not signed within ten (10) business days from the date on page one (1), then Seller can refund any payments made by the Buyer without interest and neither Seller nor Buyer shall have any liability hereunder.

Eastwood Construction Partners, LLC /f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes or Eastwood Homes of Raleigh, LLC or Eastwood Homes of Richmond, LLC or Eastwood Homes of Georgia, LLC & Eastwood Homes of Columbia, LLC or their Affiliates d/b/a Eastwood Homes.

DocuSigned by:

 Buyer 95E6604996841C... 9/15/2020
 Date

DocuSigned by:

 Buyer E8F11F4BD4E475... 9/16/2020
 Date

DocuSigned by:

 New Home Specialist 9/15/2020
 Date

DocuSigned by:

 Corporate Officer 9/17/2020
 Date
 (Valid only when executed by Officer of Corporation)

Rev. 4.17.2020

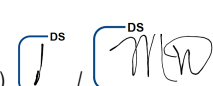
Seller  /Buyer(s) 

Exhibit 2

Division: Charleston

Community: SY

Lot/Block: 141

ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM CHARLESTON - COMMON PLEAS - CASE#2021CP1002838

Mutual Release and Revocation of a Prior Agreement to Purchase Real Estate and Right of First Offer

Whereas, on or about December 29, 2020 Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes and/or their Affiliates d/b/a Eastwood Homes (*hereinafter referred to as EASTWOOD*) and Daniel J. O'Grady, Kaitlyn E. Grigoleit (*hereinafter referred to as BUYER*) entered into a certain written Sales Agreement whereby EASTWOOD agreed to sell and BUYER agreed to purchase a parcel of land described as Lot ¹⁴¹ of Swygert's Landing according to the map or plat thereof as recorded in Charleston Co, State of SC together with any improvements now existing or to be placed thereon (collectively called PROPERTY) and BUYER and EASTWOOD hereby states the following reason for Termination of the Sales Agreement on their behalf:

Phase 4 of Swygert's Landing was erroneously left out of the Swygert's Phases 1, 2 and 3 Declaration of Covenants, Conditions and Restrictions by preceding Owner's legal error. No further houses can be closed in Phase 4 until this cloud on title is resolved with the attorneys for the Phases 1, 2 and 3 Declaration, and the existing homeowners in Phase 4. Moreover, lenders require a lender certification at closing which requires disclosure of any homeowner's association issues, which lender requirement cannot be satisfied at this time. Seller has agreed to contact Buyer after the legal issues have been resolved, which will take 4 months or more to legally resolve. Seller cannot cure this issue within the time period of the Contract.

After which, both EASTWOOD and BUYER now agree to terminate the Sales Agreement and mutually release one another from any further obligations of liabilities thereon;

AND, THEREFORE, in consideration of the return by EASTWOOD to BUYER of \$ ^{10,383}, the sufficiency of which is hereby acknowledged; and in further consideration of the mutual covenants contained herein, and intending to be legally bound thereby;

IT IS AGREED that the said Sales Agreement for the purchase of the said PROPERTY is hereby mutually revoked, cancelled, set aside, and declared to be of no further force and effect, and;

IT IS FURTHER AGREED that EASTWOOD and BUYER hereby mutually and irrevocably release one another from any and all claims and liabilities arising from or in connection with either the Sales Agreement for the purchase of the PROPERTY or this agreement revoking the same.

IT IS FURTHER AGREED that EASTWOOD will offer BUYER a right of first offer to re-contract on the Property after the legal cloud on title regarding the Declaration of Covenants is resolved, which may exceed four (4) months or more. BUYER shall have seventy- two (72) hours after EASTWOOD notifies BUYER that the legal cloud on title has been removed in which to accept the offer made by EASTWOOD to re-contract on the Property at current market value. Should BUYER not re-contract within this time period, EASTWOOD shall be free to place the Property on the market for sale without further obligation to BUYER.

3.11.2020

ROA 000990

Primary Buyer Signature: _____ **Date:** _____

Co-Buyer Signature: _____ **Date:** _____

NHS / Witness:

DocuSigned by:

Melissa Guggisberg

218AE393200E492...

 _____ **Date:** 6/7/2021

Corporate Officer: _____ **Date:** _____

Mailing Address:

Refunds of binder monies will be mailed within 21 days after all necessary documents are received by Eastwood Homes Corporate Office.

ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1002838

Exhibit 3



BP0144369

ELECTRONICALLY FILED 1 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1002838

Upon recording, return to:
 John M. Bleecker, Jr.
 89 Broad Street
 Charleston SC 29401

Line Above for Recording Information

STATE OF SOUTH CAROLINA	)	DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, "Developer"), having a mailing address of 108 West Timonium Road, Suite 300, Timonium, MD 21093.

WITNESSETH:

WHEREAS, Developer is the owner and proposes to create a Neighborhood District subdivision known as Swygert's Landing (hereinafter referred to as the "Subdivision") which is to be developed under the guidelines of the Neighborhood District zoning regulations of the City of Charleston. The Neighborhood District is planned to have a variety of residential uses and may also provide neighborhood services and work places as part of the proposed development plan. It will have common areas as more fully described herein and is to be located on certain lands on Johns Island in the City of Charleston, State of South Carolina, a portion of which are more particularly described in Exhibit "A" attached hereto which the Developer desires to submit to the plan and operation of this Declaration and which property shall be deemed a part of the Subdivision; and

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants, and conditions for the purpose of protecting the value and desirability of the lands known as Swygert's Landing and to accomplish the following objectives for its benefit and the benefit of Owners of property in the subdivision by the imposition of the covenants and restrictions set forth herein:

- (a) To preserve the quality of the natural amenities of Swygert's Landing.

- (b) To maintain the value and the residential character and integrity of the residential portions of the Subdivision and to maintain the quality and value of any recreational portions of the Subdivision,
- (c) To prevent any property owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any owners or property in the Subdivision, and
- (d) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the residential environment of the Subdivision; and

WHEREAS, the Developer is desirous of maintaining design criteria, location, construction, specifications, and other controls to assure the integrity of the Subdivision; and

NOW, THEREFORE, the Developer hereby declares that all of the Property described on Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Property and which restrictions, easements, charges, liens conditions and covenants shall touch and concern and run with the title to the Property, and which shall be binding on all parties having any right, title or interest in the Property or any portion thereof. This Declaration also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases, takes or holds any interest in the Property.

ARTICLE I **DEFINITIONS**

SECTION 1 “Assessment” shall mean and refer to an owner’s share of the common expenses or other charges from time to time assessed against an owner by the association in the manner herein provided.

SECTION 2 “Association” shall mean and refer to SWYGERT’S LANDING PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 3 “Architectural Review Board” shall mean a board of three to five members selected as provided by Article III which shall act on an owner’s request for approval of proposed improvements or changes to the existing improvements.

SECTION 4 “By-Laws of the Association” shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association attached hereto as Exhibit “B” and made a part hereof by reference, as may be amended from time to time.

SECTION 5 "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners or designated by the Developer as Common Areas. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as hereby defined, and are not dedicated for the use by the general public. The general public shall thereby have no easement of use and enjoyment therein.

SECTION 6 "Common Expenses" shall mean and refer to all expenses lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of financial, equipment, or material reserves, consistent with the provisions and intent of this Declaration.

SECTION 7 "Declarations" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Swygert's Landing, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 8 "Developer" shall mean and refer to CAM Management, LLC, as well as its successors and assigns, if Developer shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 9 "Lot" shall mean any residential building lot as shown on the plat of Swygert's Landing and shall include any dwelling thereon when the context requires such construction.

SECTION 10 "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any lot, but not withstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner, the Developer or any homebuilder unless such homebuilder elects to either occupy or lease the property as a resident.

SECTION 11 "Property" or "Properties" shall mean and refer to those 56 lots on the plat described in Section 12. Those roads and easements, and open space / common area, if any, described on Exhibit A, and such other property as may hereafter be made part of these Declarations.

SECTION 12 "Plat" shall mean that certain plat of Swygert's Landing, City of Charleston, Charleston County, SC entitled as follows:

All those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert's Landing, City of Charleston and bearing the legend,

“PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS # 312-00-00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)

This final plat consists of sheets one through five prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at page 954-958 on August 23, 2007.

SECTION 13 SWYGERT’S LANDING CODE shall mean a published code which shall be prepared by the Developer for the purpose of providing guidelines to Owners and the Architectural Review Board as to the construction and appearance standards of Improvements.

ARTICLE II PROPERTY USAGE

SECTION 1 RESIDENTIAL USE OF PROPERTY. All lots shall be used for single-family residential purposes exclusively, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, and any accessory structure customarily incidental to the residential use of such lots.

SECTION 2 SETBACK AND BUILDING LINES. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines required by the Zoning Ordinance of the City of Charleston. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of the applicable zoning ordinances of the City of Charleston and subdivision regulations or these Declarations. At all times the most restrictive provision of the zoning ordinance, subdivision regulations or these Declarations shall apply. Unless written approval is granted by the Developer or Architectural Review Board and any authorized governmental agencies, no building shall be located on any Lot within any required setback area.

SECTION 3 EASEMENTS. Developer reserves the right to grant all easements as may be necessary for the development of the property within the City of Charleston for the development of property.

ARTICLE III ARCHITECTURAL REVIEW BOARD

SECTION 1 APPROVAL REQUIRED. No Improvements shall be made, placed, constructed or installed on any Lot and no exterior modifications to existing Improvements shall be undertaken without prior approval of the Architectural Review Board (ARB) in accordance with this Article, except that the Developer's activities shall be exempt from this requirement so long as it is engaged in development or construction in Swygert's Landing.

SECTION 2 SWYGERT'S LANDING CODE. All Improvements to property shall conform to the Swygert's Landing Code unless a variance has been granted in writing pursuant to this Article. The Developer shall publish a written code which shall provide standards for all improvements. The Code may include materials which are allowed or prohibited, architectural standards, buildings, pavements, landscaping and fencing. The purpose of the Code shall be to enhance the aesthetic appeal of the Subdivision. The Developer shall have exclusive authority to amend the Code until the property described in Exhibit "A" and such property as may here after be made subject to these Declarations has been developed, after which the power to amend the Code shall pass to the Swygert's Landing Property Owner's Association. Any amendments to the design code shall be prospective in effect and shall not apply to require modifications to or removal of structures previously approved once construction has commenced.

SECTION 3 COMPOSITION. The ARB shall be comprised of three to five persons who shall be appointed, and may be removed and replaced, in the discretion of the Developer, so long as the Developer owns any unimproved Real Property described in Exhibit "A" or additions to Exhibit "A", and thereafter in the discretion of the Swygert's Landing Property Owner's Association. The members of the Board may, but need not be, Owners, and may include architects, engineers or similar professionals who may receive such compensation for their services as the Property Owner's Association may determine appropriate.

SECTION 4 FEES. The ARB may establish and charge reasonable fees to defray costs of administering applications for approval under this Article.

SECTION 5 POWERS AND DUTIES. The ARB shall receive and act on all applications of Owners seeking approval of proposed Improvements or proposed changes to existing Improvements to Lots in Swygert's Landing. The ARB shall establish and may make available to all Owners guidelines and procedures for applications and required submissions.

The ARB may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

The Board may authorize variance from compliance with the Swygert's Landing Code or any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with the duly adopted rules and regulations. No variance shall (i) be effective unless in writing; (ii) be contrary to this Declaration; or (iii) bind the ARB to grant a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

SECTION 6 SCOPE OF REVIEW. In reviewing each application and related submissions, the ARB shall be guided by the Swygert's Landing Code; however, the Swygert's Landing Code shall not be the exclusive basis for its decision and compliance with the Swygert's Landing Code does not guarantee approval of any application. The ARB may consider any factors it deems relevant, including harmony of external design with surrounding structures and environment and consistency with the visual themes established for Swygert's Landing. Its decisions may be based on purely aesthetic considerations. Each Owner, by accepting a deed to a lot in Swygert's Landing, acknowledges that determinations as to such matters are subjective and opinions may vary as to the desirability or attractiveness of particular improvements.

The architectural standards and procedures established pursuant to this Article and the Swygert's Landing Code are intended as a mechanism for maintaining and enhancing the overall aesthetics of Swygert's Landing and shall not create any duty to any person. The ARB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design.

Neither the Developer, the Swygert's Landing Property Owner's Association nor the ARB shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; or any injury, damages, or loss arising out of the manner or quality of approved construction or modifications. IN all such matters, the Property Owner's Association shall defend and indemnify the ARB and its members.

SECTION 7 SCHEDULE FOR REVIEW. The ARB shall notify the applicant of its determination on an application within 30 days after the receipt of the completed

application and all required information. The Board may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. In case of disapproval, the ARB may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

In the event that the ARB fails to respond in a timely manner, approval shall be deemed to have been given; however, no approval deemed to have been given under this paragraph shall be inconsistent with the Swygert's Landing Code.

After termination of the Developer's right to appoint the ARB, any denial of an application by the ARB may be appealed to a Board of Appeals set up as a Committee by the Swygert's Landing Property Owner's Association which shall consist of not less than three owners and shall follow procedures as the Board of Appeals may establish.

SECTION 8 COMMENCEMENT AND COMPLETION OF CONSTRUCTION. If construction has not commenced on a project for which an application has been approved within six months after the date of approval, such approval shall be deemed withdrawn. Once construction is commenced, it shall be diligently pursued to completion. Unless otherwise agreed in writing by the ARB, all elements of proposed Improvements for which plans are approved hereunder shall be completed within one year after the date of approval, or such shorter period as may be specified in any agreement for the purchase of the Lot from the Developer.

ARTICLE IV EXTERIOR MAINTENANCE

Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces to include mold removal, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the Event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Swygert's Landing the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior

maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Swygert's Landing shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

ARTICLE V **MAINTENANCE OF PONDS AND COMMONS AREAS**

Section 1 The Association shall be responsible for maintaining all common areas, including but not limited to ponds, walkways, paths, parking areas and entrance ways.

ARTICLE VI **USE RESTRICTIONS**

SECTION 1 **DISPOSITION OF TRASH DEBRIS AND PROHIBITION AGAINST BURNING.** Trash, garbage or other waste shall be kept only in sanitary, covered containers. Such closed, sanitary trash containers shall always be stored in such a manner that they cannot be seen from the street or adjacent property. All such closed trash shall regularly be delivered by lot owners to street side on the appropriate mornings for garbage and trash removal and said empty containers shall be retrieved from the street no later than 7:00 p.m. of each such day. No lumber, metals, bulk materials, refuse or trash shall be kept stored or allowed to accumulate on any lot, except building materials, during the course of construction. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any lot during construction or at any time thereafter.

SECTION 2 AESTHETICS, SCREENING AND UNDERGROUND UTILITIES SERVICE.

All residential utility service and lines to residences and outbuildings shall be underground. All fuel tanks must be buried. Air conditioning units must be shielded from street view by planting no less in height at installation than the top of such unit. In the event an owner shall desire same, such tanks must be positioned in the rear of main dwelling, appropriately and securely mounted and completely screened from view by an enclosure or plantings of greater height than said tank.

SECTION 3 LIVESTOCK AND ANIMALS

No animals, livestock, poultry, birds, or fowl shall be raised, bred or maintained on any lot, with the exception that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any structure upon a lot, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable number. Each person bringing or keeping a pet upon any lands described on the plat of Swygert's Landing shall be absolutely liable to each and all other owners, their family members, invitees, lessees, renters and contract purchasers, and their respective family members, guests or invitees for any damage to persons or property caused by such pet. All pets must be secured by a leash or lead at any time they are permitted off the owner's premises.

SECTION 4 CERTAIN VEHICLES PROHIBITED FROM LOTS.

No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers over twenty-five (25') feet long, motorcycles, motor homes, campers, and vans or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets. In addition, vehicles without current registration may not be kept, stored or parked on any Lot, but may be kept in garages. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary non-recurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

SECTION 5 JUNKED, WRECKED, DISABLE OR INOPERABLE VEHICLES.

No wrecked, partially wrecked, stripped, disabled or inoperable vehicle shall be kept, parked or stored upon the common property of the Association, or upon any street or street right-of-way, or upon any lot, governed by these restrictions.

SECTION 6 SEWAGE SYSTEM.

Developer reserves the right to approve the necessary construction, installation and maintenance of sewage facilities, which may be in variance with these restrictions.

SECTION 7 WATER SYSTEM. Developer reserves the right to approve the necessary construction, installation and maintenance of water facilities, which may be in variance with these restrictions.

SECTION 8 UTILITY FACILITIES. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, which may be in variance with these restrictions.

SECTION 9 DRIVEWAYS AND ENTRANCE TO GARAGE. All driveways and entrances to garages shall be of a material approved by the Architectural Review Board and in compliance with any applicable governmental regulations.

SECTION 10 GARAGES AND SHEDS. Detached Garages and Sheds shall be located whenever possible in the back yard of structures so that entrance doors shall not be visible from the street. Detached Garages and Sheds must match the make and appearance of the main dwelling. Detached Garage and Shed locations and appearances must have prior written approval by the ARB.

SECTION 11 SERVICE YARDS. Each Lot Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, heating and air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road.

SECTION 12 LIGHTS. The design and location of all exterior lighting fixtures shall be subject to the approval of the Architectural Review Board. Neither these nor any other illumination devices (including, without limitation, Christmas lighting ornaments) located upon any Lot shall be located, directed, or be of such intensity so as to affect adversely the nighttime environment of any adjacent properties.

SECTION 13 SWIMMING POOLS. In-ground swimming pools shall be permitted. All swimming pools must be located to the rear of the dwelling on the Lot. All Lots with swimming pools must have a fence approved and installed. Fences must remain locked when the swimming pool is not in use by the owner. No above-ground pools may be erected or constructed on any Lot. Temporary "kiddie pools" shall be allowed but must be drained and stored indoors nightly. No swimming pool shall be constructed or begun on any Lot without prior written approval from the ARB as well as all applicable municipal and state approvals and permits.

SECTION 14 FENCING. No chain link fences shall be permitted on any Lot. No fence shall exceed six (6) feet in height. All fences that back up to community ponds or lakes cannot be more than four (4) feet in height. All fences must start at the rear

corners of the house. All fences must be constructed on the property line to prevent side-yard gaps. Where required, fences may be placed on easement lines. All fences must be of a natural pressure-treated wood material. Staining or sealing of fences is allowed but the fence must retain a natural wood look. Any stain other than clear must be approved by the ARB. No painting of fences. No fences shall be erected or begun on any Lot without the prior written approval of the ARB.

ARTICLE VII **COVENANT FOR MAINTENANCE AND ASSESSMENTS**

SECTION 1 **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) an initial capital contribution of Two Hundred Fifty and No (\$250) Dollars; (ii) annual assessments or charges; (iii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of user fees and assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several obligation of each Owner of such property at the time when the assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such property. The initial capital contribution of Two Hundred Fifty (\$250) Dollars shall apply to the first Residential Home Owners only.

SECTION 2 **PURPOSE OF ASSESSMENTS**

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and

sewer mains in and upon the Common Area, if any; the maintenance and repair of all common drainage systems on the Property; the maintenance of open spaces, roads and streets which have not been accepted for dedication by a public authority, signage, roadway medians and islands (including signage, medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of any "sign easement" areas located on any lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area, if any; the costs associated with duties of the Architectural Review Board; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. The obligation of each Owner of a Lot to pay assessments may not be amended to relieve any Lot Owners or the Association of their obligation to maintain any roads or rights-of-way so long as such roads and rights-of-way remain privately owned.

- (b) If deemed necessary, the Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Property which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.
- (c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other Assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by

reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Property.

SECTION 3 MAXIMUM ANNUAL ASSESSMENT. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be Seven Hundred and Fifty (\$750.00) Dollars per year.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix annual assessment at an amount not in excess of the maximum.

SECTION 4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose or to make up any shortfall on the current year's budget. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual, or annual basis.

SECTION 5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a

quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6 RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis at the Board's option.

SECTION 7 DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS. DUE DATES. The annual assessments provided for herein shall commence as to a Lot at such time as it is conveyed to an Owner pro-rated from January 1 in the year of the date of the sale. Provided however, notwithstanding anything herein to the contrary, Developer shall have the option each year of either (1) paying one hundred (100%) percent of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Developer during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Developer is Owner of said Lot) or (2) paying the greater amount of (a) twenty-five (25%) percent of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Developer during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Developer is Owner of said Lot or (b) such amount necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Developer. The Developer's obligation to pay assessments as stated herein shall create a lien against the Developer's Lots in Swygert's Landing. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall be subject to a late payment penalty of Ten

(\$10.00) Dollars, and in addition thereto bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein. The remedies herein provided shall not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law

SECTION 9 EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any *ad valorem* taxes levied against the Common Area, user fees, or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes, user fees, or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10 SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

SECTION 11 NOTICE OF LIEN. Recordation of this Declaration constitutes record notice and perfection of any claim of lien for assessment(s) and such lien relates back to the

date of filing of this Declaration. No further recordation of any claim of lien is required.

SECTION 12 EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII GENERAL PROVISIONS

SECTION 1 ENFORCEMENT. The Developer, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Developer, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer or the Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association or the Developer determines that any provision of these Covenants has been violated, the Association or the Developer may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled. After having given thirty (30) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Association or the Developer can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

The Developer and the Association, as the case may be, shall have the right to establish, assess and collect reasonable fines and penalties for violations of the Declaration, which may be enforced by the filing of liens against Lots as provided herein. Such fines shall not exceed \$50.00 per violation per day for first time violators, and up to \$100.00 per violation per day for repeated violations. All

finer shall be the personal obligation of the Lot Owner.

SECTION 2 SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3 DURATION AND AMENDMENT. Developer reserves the right to amend these Covenants until such time as Developer has either conveyed not less than ninety (90%) percent of the property or four (4) years from the date herein.

SECTION 4 ANNEXATION. These Covenants shall bind all persons claiming any interest in the land and shall run with the land for a period of thirty (30) years from the date of recording, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of owners (Multiple owners of a single lot shall have one vote among them) of lots has been recorded terminating or modifying this instrument. Such an Amendment shall be by written instrument, and after control and management of Swygert's Landing is released to the homeowners, signed by seventy-five (75%) percent of the owners, provided, however, that the proposed Amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the RMC Office for Charleston County.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 16th day of September, 2010.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

Martha N. Elmer
Elizabeth Ann Bradunas

CAM MANAGEMENT, LLC

M. Marc Munafo
By: M. Marc Munafo, its member
Kevin McDonagh
By: Kevin McDonagh, its member

STATE OF MARYLAND)
)
COUNTY OF Baltimore)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of September, 2010, by M. Marc Munafo and Kevin McDonagh, as members of CAM Management, LLC.



Susan L. Silverio
Notary Public for Maryland
My Commission Expires: 2/17/2014

Exhibit A
Property Description

ALL those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS # 312-00-00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)

This final plat consists of sheets one through five prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at page 954-958 on August 23, 2007.

“Exhibit B”

**BY-LAWS OF
SWYGERT’S LANDING PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I
MEMBERS**

SECTION 1.1 Definitions. All defined terms used in these By-Laws shall mean and refer to such terms as defined in the Covenants described in Section 2 below, unless otherwise specifically provided herein.

SECTION 1.2 Membership in the Association. The Members of the Swygert’s Landing Property Owners Association, Inc. (hereinafter referred to as “Association”) shall be every Owner of the property subject to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Swygert’s Landing and these provisions for the Swygert’s Landing Property Owners Association, Inc. (hereinafter referred to as the “Covenants” or “Declaration”) as the same may be amended from time to time, all such Covenants having been made by CAM Management, LLC (hereinafter referred to as “Developer”). Every Owner, including the Developer, shall be a member of the Association, provided, however, that in the case of multiple ownership of any Lot, there shall be a maximum of one member.

SECTION 1.3 Voting Rights. All Members of the Association, other than the Developer, shall be entitled to one (1) vote for each lot, whether improved or unimproved, owned by such Member. The Developer shall have three (3) votes for each Lot, whether improved or unimproved, owned by the Developer. When any property entitling the Owner thereof to membership in the Association is owned of record in the name of a corporation, trust, partnership or two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the Voting Member to bind all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Secretary of the Association prior to the exercise of a vote by the Voting Member.

The Members of the Association shall have the right to vote for the election and removal of Directors and upon such other matters with respect to which a vote of the members is required under the Covenants or these By-Laws. Members may cast their votes as set forth in the

Covenants and these By-Laws.

SECTION 1.4 Power of Referendum. The Members of the Association shall have the power, by referendum, to approve or reject certain actions proposed to be taken by the Association as more particularly set forth in the Covenants and these By-Laws.

SECTION 1.5 Proxy. All Members may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be permitted for any action which is subject to a referendum, in which case the votes of all Members polled shall be made by specially provided ballots mailed or delivered to the Association Members.

ARTICLE II MEETINGS OF MEMBERS

SECTION 2.1 Annual Meeting. The annual meeting of the members shall be held on the third Tuesday in January of each year commencing with January, 2007, or at such other time as the Board of Directors shall determine. Such annual meetings shall be held for the purpose of electing Directors of the Association and for the transaction of such other business as may be, pursuant to the Covenants and these By-Laws, properly the subject of action by the Members.

SECTION 2.2 Special Meetings. Special meetings of the Members may be called by the President, a majority of the Board of Directors or, subsequent to the first annual meeting, Members of the Association holding not less than ten percent (10%) of the votes.

SECTION 2.3 Place of Meeting. The President of the Board of Directors may designate any location within Charleston County, South Carolina, as the place for any annual or special meeting. If no designation is made or if a special meeting is called by the Members of the Association, the place of meeting shall be the principal office of the Association within Charleston County, South Carolina.

SECTION 2.4 Notice of Meeting. Unless otherwise provided in the Covenants, written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than ten (10) days or more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the person calling the meeting, to each Member of the Association at the address as shown

on the records of the Association. If mailed, such notice shall be deemed delivered when deposited with postage prepaid in the U.S. Mail. A Member may, in writing, signed by him, waive notice of any meeting before or after the date of the meeting stated therein. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

SECTION 2.5

Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by the members of the Association which hold a majority of the votes, which consent shall be filed with the Secretary of the Association as part of the Association's records.

SECTION 2.6

Quorum. Unless otherwise provided in the Covenants, the quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be as follows: The first time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast forty (40%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference herein to "votes cast at a duly called meeting" shall by construed to be subject to the quorum requirements established by this Article and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association.

SECTION 2.7

Manner of Acting. Unless otherwise provided herein or the Covenants, a majority of the votes cast at a duly called meeting of the Association shall be the vote required to adopt and make decisions.

SECTION 2.8

Conduct of Meetings. The Directors may make such regulations as they deem advisable for any meeting of the members, including proof of membership in the Association, evidence of the right to vote and the

appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

ARTICLE III DIRECTORS

- SECTION 3.1 General Powers. The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors.
- SECTION 3.2 Number and Tenure. The Board of Directors shall consist of three (3) Members. The Directors shall be elected by the Members at the annual meeting of the Association, except for the initial Board of Directors which shall be appointed by the Developer. Except for the initial Board of Directors, which shall serve until the first annual meeting of the membership, the term of office shall be fixed at two (2) years; provided, however, that each Director shall hold office until his successor is elected or until his death or until he shall resign or be removed from office. The terms of the Directors shall be staggered in order to provide continuity and experience.
- SECTION 3.3 Vacancy. Vacancies shall be filled on an interim basis by a majority vote of the Board of Directors. The Director so chosen shall hold office until the next annual election and until his successor is duly elected by the membership of the Association.
- SECTION 3.4 Terms of the Initial Board of Directors. The Developer shall appoint the initial Board of Directors who shall manage the affairs of the Association until the first annual meeting of the Association is held and new Directors are elected.
- SECTION 3.5 Annual Meetings. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the Association. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board.
- SECTION 3.6 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors by giving notice thereof to the Members of the Board as provided herein.
- SECTION 3.7 Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least two (2) days previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. If mailed, such

notice shall be deemed to be delivered when deposited postage prepaid in the U.S. Mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated herein, and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically provided by law, the Articles of Incorporation, these Bylaws or the Covenants.

SECTION 3.8 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

SECTION 3.9 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 3.10 Compensation. Directors shall not receive any salaries for their services, but by resolution of the Board of Directors, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

SECTION 3.11 Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the Directors, which consent shall be filed with the Secretary of the Association as part of the Association's records.

SECTION 3.12 Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created or the vacancy may be filled by the Board of Directors.

ARTICLE IV **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

SECTION 4.1 Powers. The Board of Directors shall manage and direct the affairs of the Association and may exercise all of the powers of the Association subject

only to approval by the Owners, as designated and defined in the Declaration, when such is specifically required by these By-laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration of these By-Law, or as it may deem necessary or appropriate in the exercise of its powers and shall include, without limitation the generality of the foregoing, the following:

- (a) To prepare and adopt a budget, make, levy and collect assessments against member and members' Lots to defray the cost of the Common Areas and facilities of the Subdivision, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- (b) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance, and the management of the Common Areas, services and facilities of the Subdivision wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- (c) To carry out the reconstruction of improvements after casualty and the further improvement of the property, real and personal;
- (d) To grant easements on, over or across the Common Properties owned by the Association;
- (e) To make and amend regulations governing the use of the property, real and personal, in the Subdivision so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration;
- (f) To acquire, operate, lease, manage, mortgage, sell, transfer, and otherwise trade and deal with property, real and personal, including Lots in the Subdivision, as may be necessary or convenient in the operation and management of the Association, except to the extent that the Declaration required approval from the membership of the Association;
- (g) To enforce by legal means the provisions of the Certificate of Incorporation and By-Laws of the Association, the Declaration and the regulations hereinafter promulgated governing use of the property in the Subdivision;
- (h) To pay all taxes and assessments which are liens against any part

of the Subdivision other than Lots and the appurtenances thereto, and to assess the same against the members and their respective Lots subject to such liens;

- (i) To carry insurance for the protection of the Subdivision, the members of the Association, and the Association against casualty, liability and other risks;
- (j) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the Owners of the separate Lots; and
- (k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as to dismiss said personnel;
- (l) To adopt and publish rules and regulations governing the use of the Common Areas and facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (m) To suspend the voting rights and right to use of the Common Areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (n) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declarations and not reserved to the membership by other provisions of these By-Laws or the Certificate of Incorporation;
- (o) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (p) To employ a manager, a managing agent, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties.

SECTION 4.2

Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate

affairs, have the same available for inspection at the offices of the Association, and present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in advance in writing by a one-fourth (1/4) majority of the members who are entitled to vote;

- (b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (c) perform all duties set forth in the Covenants, including without limitation:
 - 1. Fixing the amounts of all assessments as provided in the Covenants;
 - 2. Sending written notices of all assessments to every Owner subject thereto;
 - 3. In the discretion of the Board, foreclosing the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or bringing an action at law against the Owner personally obligated to pay the same;
 - 4. Issuing, or causing an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive of evidence of such payment;
 - 5. Preparing an annual budget for the Association, outlining anticipated receipts and expenses for the following fiscal year;
 - 6. Causing the Common Areas to be maintained, improved or repaired; and
 - 7. Periodically defining a minimum level of services as set forth in the Covenants.
- (d) procure and maintain adequate liability and hazard insurance on property owned or leased by the Association; and

- (e) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate.

SECTION 4.3

Indemnity. The Association shall indemnify every Director and every officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him in connection with any action, suit, or proceeding to which he is made a party by reason of his being or having been a Director or officer of the Association, except as to such matters wherein he shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association Directors and Officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

ARTICLE V MERGER

SECTION 5.1

To the extent and in the manner provided by law, the Association may participate in mergers and consolidation with other nonprofit associations organized for the same purpose, provided, however, that any such merger or consolidation shall require approval by the vote of two-thirds (2/3) of the members at a meeting duly called for such purpose.

SECTION 5.2

Upon merger or consolidation of the Association with another association or associations, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Common Areas, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall effect any revocation, change or addition to the Covenants, including, without limitation, the maximum limits on assessments of the Association, or any other matter substantially affecting the interest of Members of the Association.

ARTICLE VI MORTGAGES

SECTION 6.1

To the extent provided by law by the Covenants, the Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its authorized functions.

ARTICLE VII OFFICERS

- SECTION 7.1 Officers. The officers of the Association shall be a President, a Vice President, and a Secretary/ Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed in these By-laws and prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may be, but need not be, Directors of the Association.
- SECTION 7.2 Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.
- SECTION 7.3 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interest of the Association will be served thereby.
- SECTION 7.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors or these By-Laws.
- SECTION 7.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- SECTION 7.6 Interim Officers. The initial Board of Directors appointed by the Developer shall elect interim or acting officers to serve until the first annual meeting of the Board of Directors.
- SECTION 7.7 President. The President shall be the chief executive officer of the Association. He shall execute on behalf of the Association all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. The President shall preside at all meetings of the

Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of a property owners association, including the power to appoint committees.

SECTION 7.8

Vice President. The Vice President shall act under the direction of the President and shall perform such duties as may be imposed by the Board. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

SECTION 7.9

Secretary. The Secretary shall act under the direction of the President. Subject to the direction of the President, the Secretary shall attend all meetings of the Board of Directors and meetings of the Association and record the proceedings. He shall give, or cause to be given, notice of all meetings of the Association and of the Board of Directors as required by these By-Laws, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

SECTION 7.10

Treasurer. The Treasurer shall act under the direction of the President and shall keep or be responsible for keeping the accounts of the Association. He shall disburse the funds of the Association as may be ordered by the President or the Board of Directors and shall render on request or at the regular meetings of the Board of Directors an account of all his transactions as Treasurer and the financial condition of the Association. The Treasurer shall be responsible for mailing all assessment notices to Members of the Association.

ARTICLE VIII
COMMITTEES

SECTION 8.1

Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of such affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters: (a) the dissolution, merger or consolidation of the Association; (b) the amendment of the Articles of Incorporation of the Association; (c) the sale, lease or exchange of all or substantially all of the property of the Association; (d) the designation of any such committee or the filling of vacancies in the Board of Directors or in any such committee; (e) the amendment or repeal of these By-Laws or the adoption of new By-Laws; (f) the amendment or repeal of any resolution of the Board of Directors which by its term shall not be so amendable or repealable; and (g) the

Exhibit 4



BP0331714

Upon recording, return to:
John M. Bleecker, Jr.
89 Broad Street
Charleston, SC 29401

STATE OF SOUTH CAROLINA)
) **DECLARATION OF COVENANTS,**
COUNTY OF CHARLESTON) **CONDITIONS AND RESTRICTIONS FOR**
) **SWYGERT'S LANDING**
 PHASE 2A

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, "Developer"), having a mailing address of 108 West Timonium Road, Suite 300, Timonium, MD 21093.

WITNESSETH:

WHEREAS, Developer has caused to be created a Neighborhood District subdivision known as Swygert's Landing (hereinafter referred to as the "Subdivision") pursuant to the plat entitled **"PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS # 312-00-00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL** (Owned by: CAM Management, LLC)," prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at pages 954-958 on August 23, 2007; and

WHEREAS, the "Declaration of Covenants, Conditions and Restrictions for Swygert's Landing" (hereinafter referred to as the "Covenants and Restrictions"), dated September 16, 2010 was recorded in the Charleston County RMC Office in Book 0144, page 369; and

WHEREAS, Article I, Section 11 of the Covenants and Restrictions provides for the further inclusion of "such other property as may hereafter be made part of these Declarations"; and

WHEREAS, Developer wishes to subject the property known as Swygert's Landing Subdivision Phase 2A, as more fully described on the plat entitled **"FINAL SUBDIVISION PLAT**

'OF PHASE 2A SWYGERT'S LANDING" containing a total of 46 single family residential lots prepared by Thomas & Hutton, dated November 20, 2012 and recorded in the Charleston County RMC Office on December 19, 2012 in Book L12, pages 0365, 0366 and 0367, to the terms and conditions contained in the existing Covenants and Restrictions recorded in the Charleston County RMC Office in Book 0144, page 369; and

NOW, THEREFORE, the Developer hereby declares that all of the Property described on Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the terms set forth in the Declaration of Covenants, Conditions and Restrictions dated September 16, 2010 and recorded in the Charleston County RMC Office in Book 0144, page 369.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of May, 2013.

SIGNED, SEALED AND DELIVERED

CAM MANAGEMENT, LLC

Linda D. Zampini

M. Marc Munafo
By: M. Marc Munafo, its member

Elizabeth A. Brademas

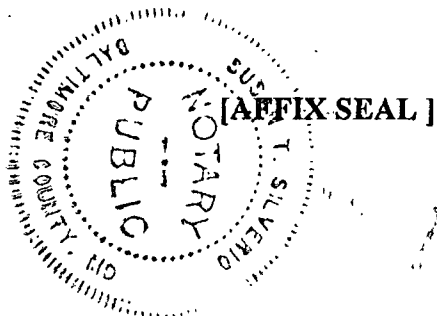
[Signature]
By: Kevin McDonagh, its member

STATE OF MARYLAND)

COUNTY OF BALTIMORE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of May, 2013, by M. Marc Munafo and Kevin McDonagh, as members of CAM Management, LLC.



Susan T. Silverio
Notary Public for Maryland Susan T. Silverio
My Commission Expires: February 17, 2014

Exhibit A
Property Description
SWYGERT'S LANDING
PHASE 2A

ALL those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert's Landing, City of Charleston consisting of a total of 46 lots and bearing the legend, **"FINAL SUBDIVISION PLAT OF PHASE 2A SWYGERT'S LANDING PREPARED FOR CAM MANAGEMENT, LLC"** prepared by Thomas & Hutton, dated November 20, 2012 and recorded on December 19, 2012 in the Charleston County RMC Office in Book L12, pages 0365, 0366 and 0367.

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Date: May 17, 2013

Time: 11:04:29 AM

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Charlie Lybrand, Register
Charleston County, SC

Filed By:

JOHN M. BLEECKER, JR.
ATTORNEY AT LAW
POST OFFICE BOX 148
CHARLESTON SC 29402 (BOX)

Maker:

CAM MANAGEMENT LLC

Recipient:

NA

Original Book:

0144

Original Page:

369

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of Sats: # of Refs:

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TOTAL \$ 10.00

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Clerk KLH



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Upon recording, return to:
J. Stanley Claypoole, P.A.
2155 Northpark Lane
North Charleston, SC 29406

	SUPPLEMENT TO
STATE OF SOUTH CAROLINA	) DECLARATION OF COVENANTS,
	) CONDITIONS AND RESTRICTIONS FOR
COUNTY OF CHARLESTON	) SWYGERT'S LANDING PHASE 3

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, "Developer"), having a mailing address of 108 West Timonium Road, Suite 300, Timonium, MD 21093

WITNESSETH

WHEREAS, Developer has caused to be created a Neighborhood District subdivision known as Swygert's Landing (hereinafter referred to as the "Subdivision") pursuant to the plat entitled **"PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS #312-00-00-050 (201.12 ac.) AND TMS #312-00-00-050 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC),"** prepared by Thomas & Hutton Engineering Co , dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at pages 954-958 on August 23, 2007, and

WHEREAS, the "Declaration of Covenants, Conditions and Restrictions for Swygert's Landing" (hereinafter referred to as the "Covenants and Restrictions") dated September 16, 2010 was recorded in the Charleston County RMC Office in Book 0144, page 369 (hereinafter referred to as the "Covenants and Restrictions"), and amended by the "Amendment to Declaration of Covenants, Conditions and Restrictions for Swygert's Landing Property Owners Association, Inc " dated October 9, 2014 and recorded November 3, 2014 in the Charleston County RMC Office in Book 0144, page 369 (hereinafter referred to as the "Amendment to Covenants and Restrictions"). and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Swygert's Landing, Phase 2A, dated May 16, 2013 and recorded May 17, 2013 in the Charleston County RMC Office in Book 0331, page 714, Developer subjected Phase 2A, as shown on that certain plat entitled **"FINAL SUBDIVISION PLAT OF PHASE 2A SWYGERT'S LANDING"** prepared by Thomas & Hutton, dated November 20, 2012 and recorded in the Charleston County RMC Office on December 19, 2010 in Book L12, pages 0365, 0366, and 0367, to the terms and conditions contained in the existing Covenants and Restrictions recorded in the Charleston County RMC Office in Book 0144, page 369, and

WHEREAS, Article I, Section 11 of the Covenants and Restrictions provides for the further inclusion of "such other property as may hereafter be made part of these Declarations", and

WHEREAS, Developer wishes to subject the property known as Swygert's Landing Subdivision Phase 3, as preliminarily described on the plat entitled **"PRELIMINARY SUBDIVISION PLAT OF PHASE 3 SWYGERT'S LANDING AS PREPARED FOR CAM MANAGEMENT, LLC"** containing a total of 26 single family residential lots The Final Plat of which is described on Exhibit "A" attached hereto and which is to be recorded in the RMC Office for Charleston County

NOW THEREFORE, the Developer hereby declares that all of the Property described on Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used to subordinate, and subject to the terms set forth in the Declaration of Covenants, Conditions and Restrictions, dated September 16, 2010 and recorded in the Charleston County RMC Office in Book 0144, page 369

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of APRIL, 2015

SIGNED, SEALED AND DELIVERED

Ann R. Lofton

CAM MANAGEMENT, LLC

By Douglas M. Wells
Its Authorized Agent

By _____
Its _____

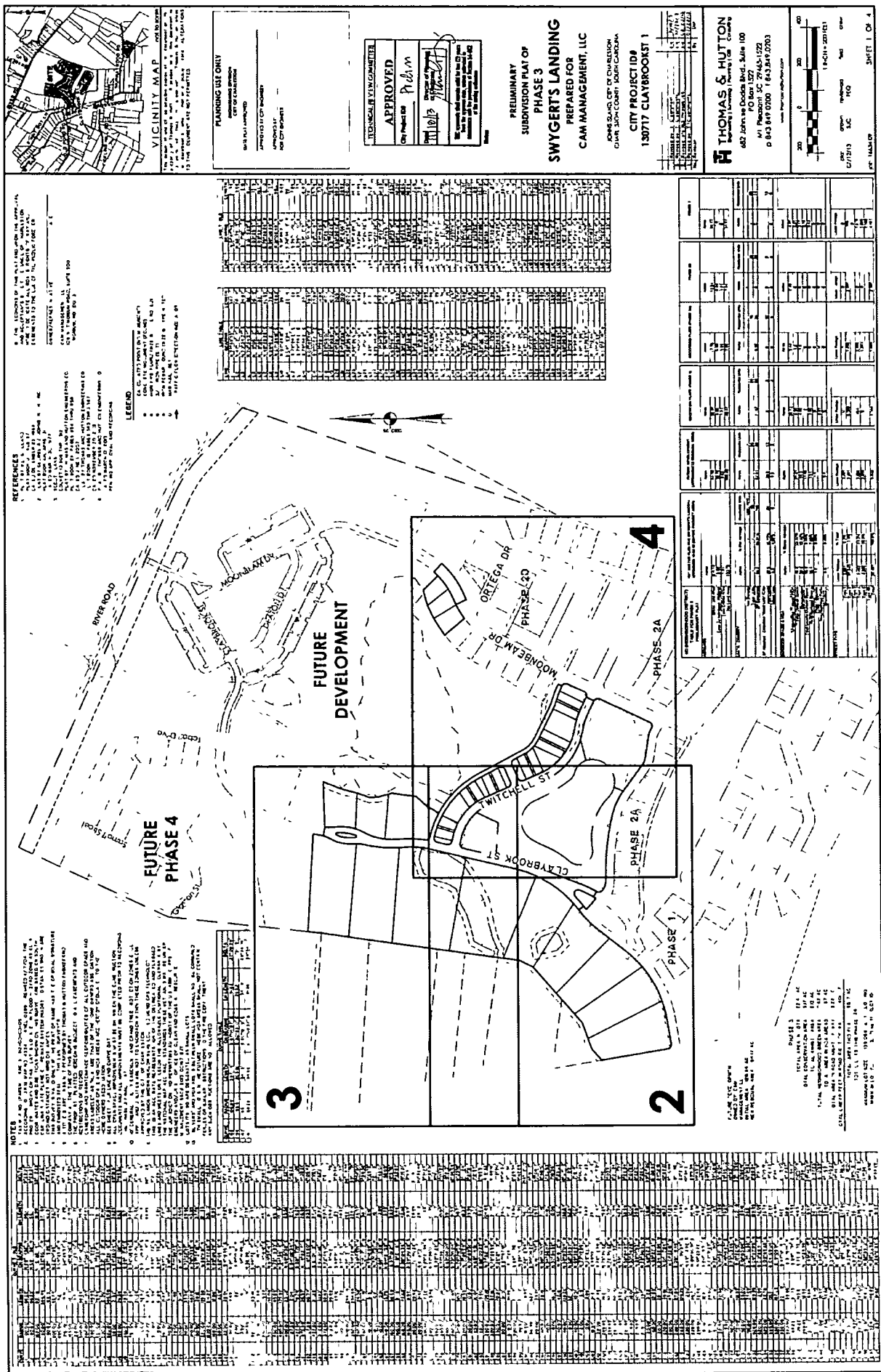
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

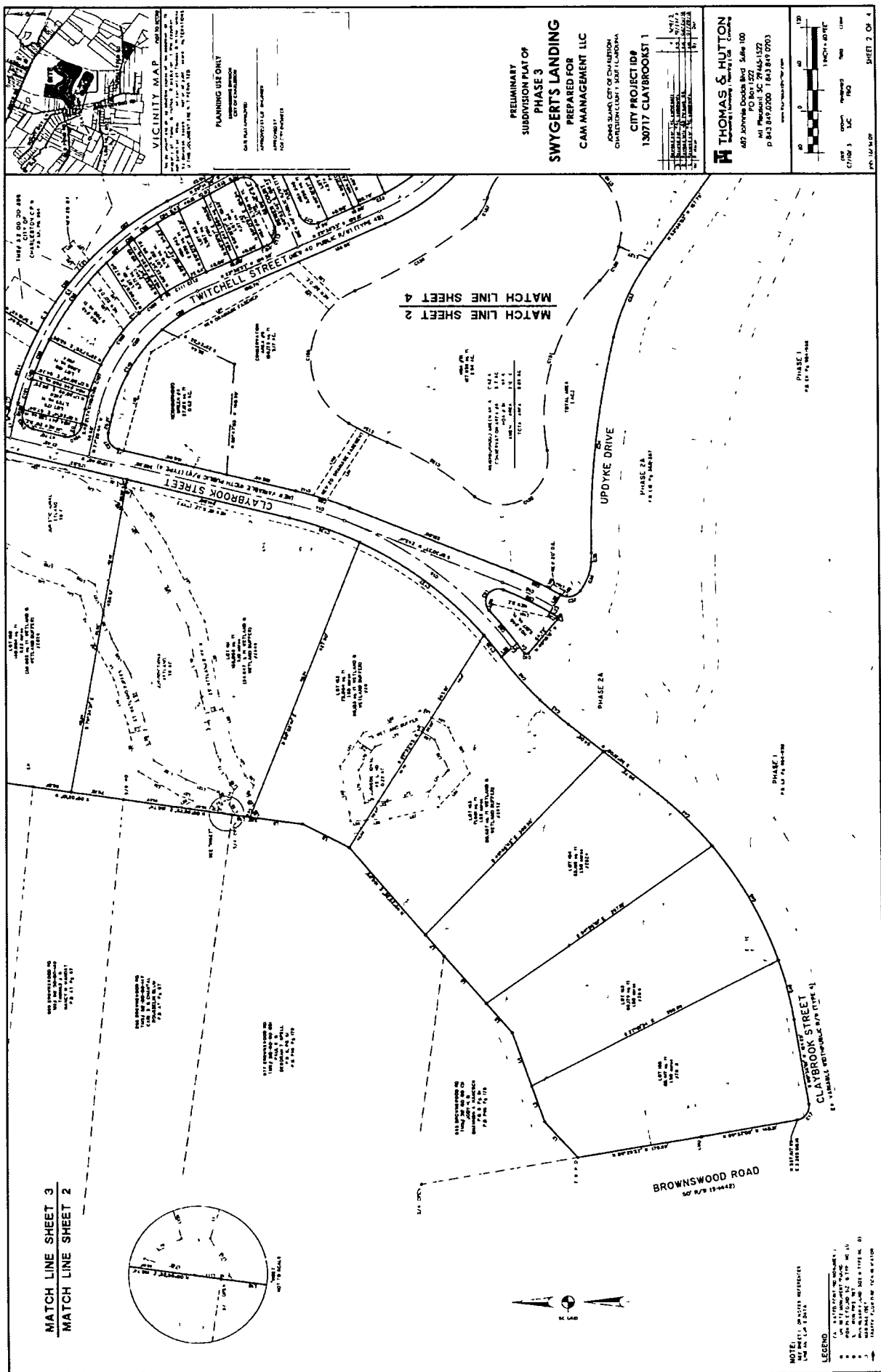
ACKNOWLEDGMENT

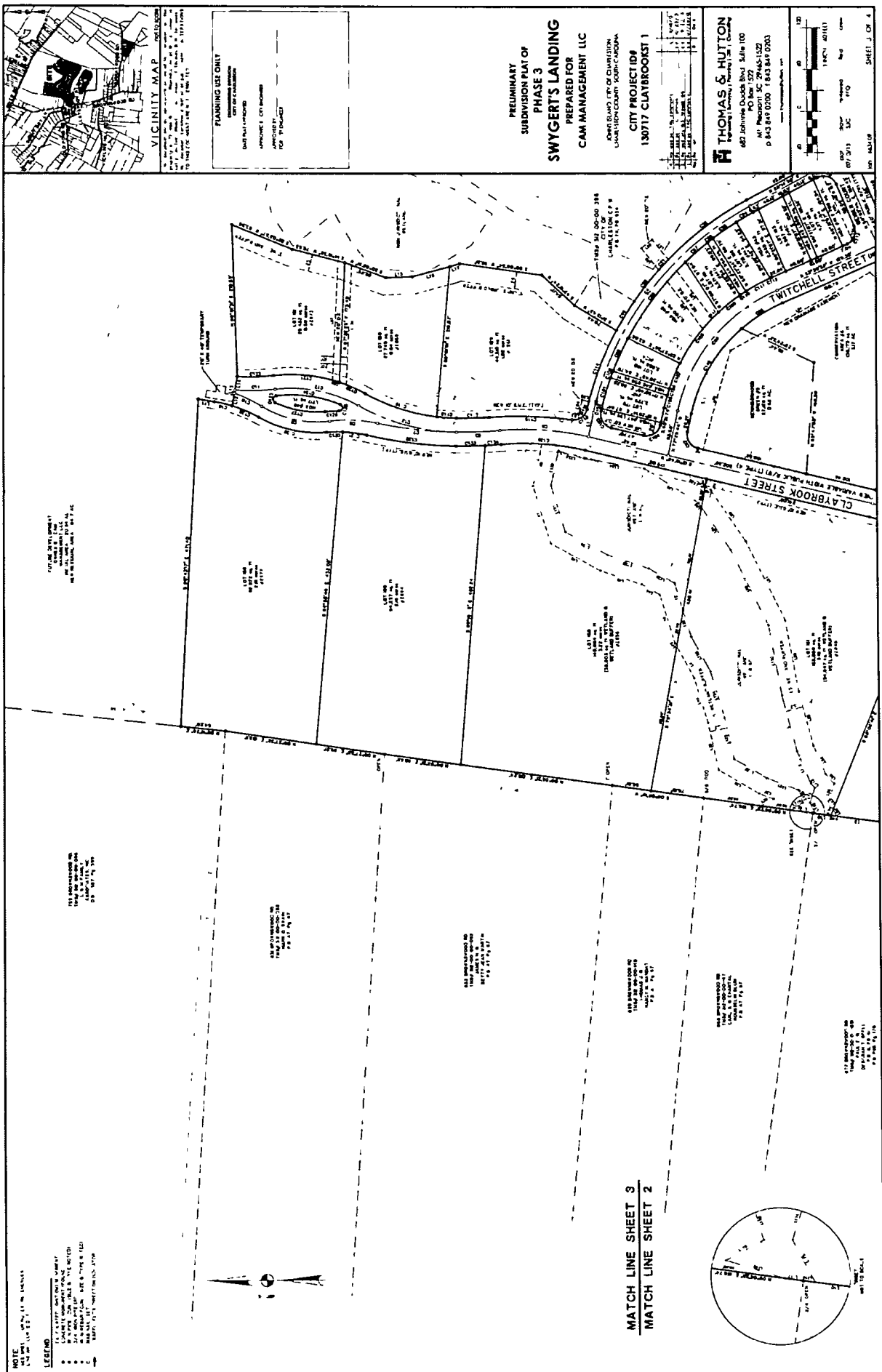
The foregoing instrument was acknowledged before me this 2nd date of APRIL, 2015, by DOUGLAS M WELLS and AUTHORIZED AGENT, as members of CAM Management, LLC

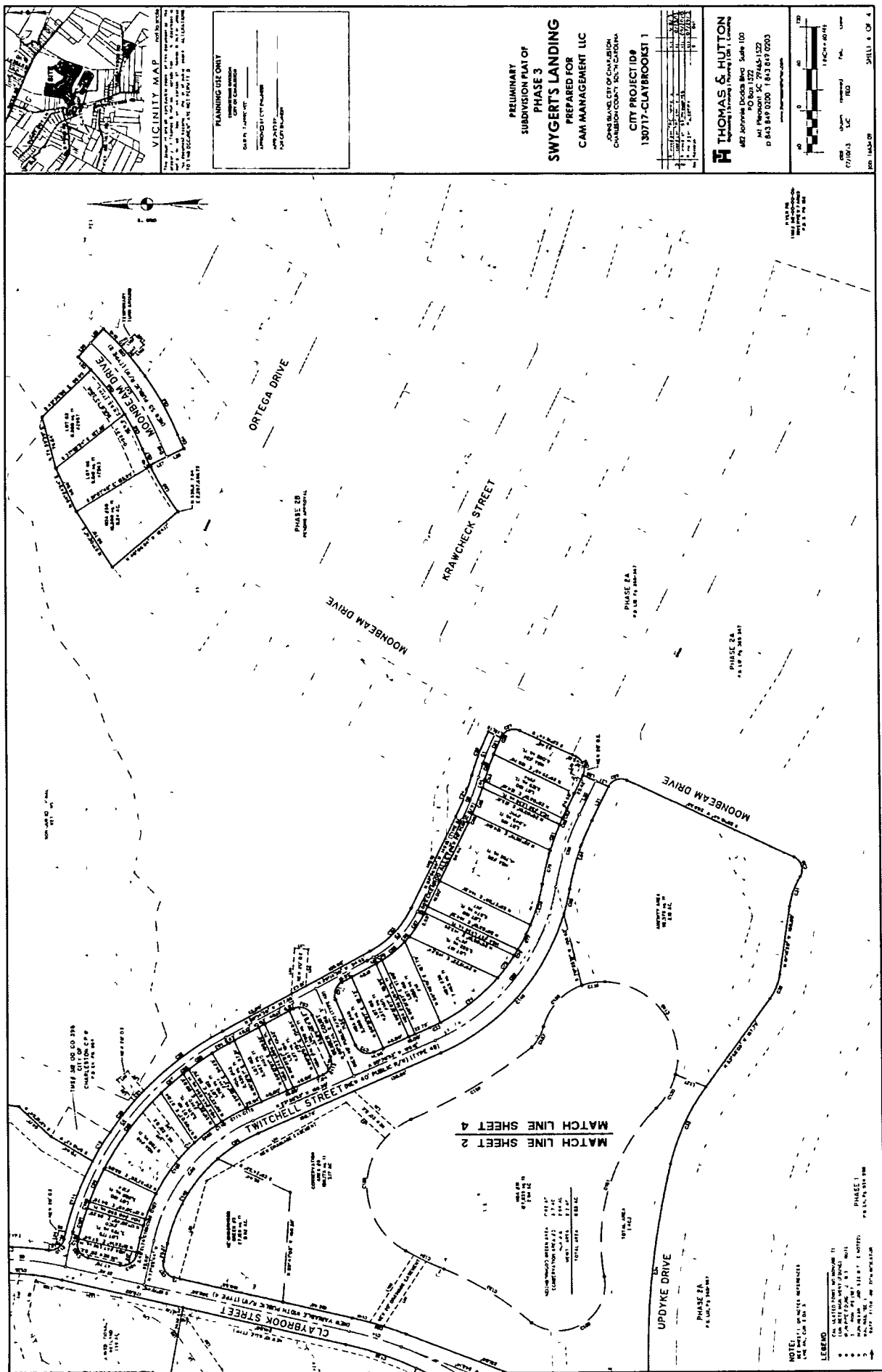
[AFFIX SEAL]

Notary Public for SC
My commission expires 02/19/2024









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Filed By:

THOMAS & HUTTON ENGINEERING
TIM ROLAND
POST OFFICE BOX 1522
MT PLEASANT, SC 29465

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Date: April 27, 2015

Time: 4:27:17 PM

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Charlie Lybrand, Register
Charleston County, SC

MAKER:

CAM MANAGEMENT LLC

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of Pages: 7

of References:

RECIPIENT:

N/A

Note:

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Extra Pages \$ 2 00

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Chattel \$ -

TOTAL \$ 12 50

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0144

Original Page:

369

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CLERK KLH



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Exhibit 5



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WHEREAS, at a meeting of the Officers and Directors of CAM Management, LLC, duly called and held, it was unanimously resolved that the property hereinbelow described be conveyed to the Grantee(s) herein for the consideration hereinafter shown and that Mark Weeks, as the authorized agent of the Corporation, be and is authorized to execute this deed of conveyance on behalf of the said Corporation as its act and deed.

STATE OF South Carolina)
COUNTY OF Charleston)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **CAM MANAGEMENT, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **SIX HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$642,500.00) DOLLARS**, and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by **EASTWOOD CONSTRUCTION, LLC**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **EASTWOOD CONSTRUCTION, LLC**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Charleston, Charleston County, South Carolina, known and designated as Parcel "A" containing 29.09 acres, more or less as shown and described on that certain plat entitled "FINAL SUBDIVISION PLAT OF TMS #312-00-00-050 (84.17AC) CREATING PARCEL A (29.09 AC.) & THE CREATION OF RESIDUAL (55.08 AC) SWYGERT'S LANDING PREPARED FOR EASTWOOD HOMES CURRENTLY OWNED BY CAM MANAGEMENT, LLC" by Thomas & Hutton Engineering Co., dated April 20, 2016 and recorded June 1, 2016 in the RMC Office for Charleston County in Plat Cabinet L16 at Pages 0235.

THIS BEING a portion of the property conveyed to CAM Management, LLC by Deed of Swygert Shipyards, Inc. f/k/a Sandblasters, Inc. dated January 16, 2004 and recorded January 20, 2004 in the RMC Office for Charleston County in Book S481 at Page 697.

Grantee's Address: **2265 Clements Ferry Road
Charleston, SC 29492**

TMS No.: **312-00-00-050**

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, **EASTWOOD CONSTRUCTION, LLC**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Ave. 2nd Floor
North Charleston, SC 29406

16-3362DS/ Eastwood
8-16

ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CPI1002838

16-3362DS

ROA 001036

WITNESS my hand and seal this 7th day of June in the year of our Lord, Two Thousand and Sixteen (2016) and in the Two Hundred Fortieth (240th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kimberly T. Easterling
Witness No. 1

Kimberly T. Easterling
Witness No. 2

CAM Management, LLC

BY: *Mark W. Weeks*
Its: Authorized Agent

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF *Charleston*

THE FOREGOING instrument was acknowledged before me on this *7th* day of *June*, 2016, by *Mark Weeks, authorized agent for CAM Management, LLC.*

Kimberly T. Easterling
Notary Public
My Commission Expires: *3-27-2023*

(SEAL)



STATE OF South Carolina)
COUNTY OF Charleston) **AFFIDAVIT**

Date of Transfer of Title
June 7, 2016

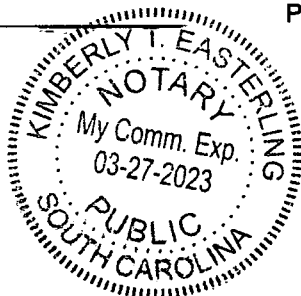
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by CAM Management, LLC TO Eastwood Construction, LLC on June 7, 2016.
3. Check one of the following: The deed is:
 - a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$642,500.00.
 - b. ___ The fee is computed on the fair market value of the realty, which is \$_____.
 - c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED Recording Fee is computed as follows:
 - a. \$642,500.00 the amount listed in Item No. 4 above
 - b. \$0.00 the amount listed on Item No. 5 above (no amount, please zero)
 - c. \$642,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 7th day of June, 2016.

Kimberly T. Easterling
Notary Public
My Commission Expires: _____

(SEAL)



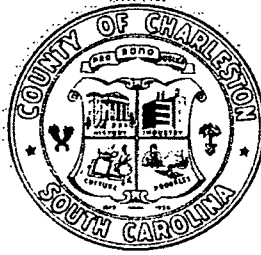
Grantor, Grantee or Legal Representative
Connected with this Transaction

CAM Management, LLC
Print or Type Name Here

by Mark W. Weeks
as authorized agent

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

WEEKS & IRVINE LLC

RECORDED

Date: August 11, 2016

Time: 2:49:49 PM

Book Page DocType

0575 233 Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

CAM MGMT LLC

of Pages: 4

RECIPIENT:

EASTWOOD CONST LLC

Note:

Recording Fee \$ 10.00

State Fee \$ 1,670.50

County Fee \$ 706.75

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 2,387.25

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AUG 12 2016

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

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Exhibit 6



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WHEREAS, at a meeting of the Officers and Directors of CAM Management, LLC, duly called and held, it was unanimously resolved that the property hereinbelow described be conveyed to the Grantee(s) herein for the consideration hereinafter shown and that Mark Weeks, as the authorized agent of the Corporation, be and is authorized to execute this deed of conveyance on behalf of the said Corporation as its act and deed.

STATE OF South Carolina)
COUNTY OF Charleston)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **CAM MANAGEMENT, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **SIX HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$642,500.00) DOLLARS**, and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by **EASTWOOD CONSTRUCTION, LLC**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **EASTWOOD CONSTRUCTION, LLC**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Charleston, Charleston County, South Carolina, known and designated as Parcel "A" containing 29.09 acres, more or less as shown and described on that certain plat entitled "FINAL SUBDIVISION PLAT OF TMS #312-00-00-050 (84.17AC) CREATING PARCEL A (29.09 AC.) & THE CREATION OF RESIDUAL (55.08 AC) SWYGERT'S LANDING PREPARED FOR EASTWOOD HOMES CURRENTLY OWNED BY CAM MANAGEMENT, LLC" by Thomas & Hutton Engineering Co., dated April 20, 2016 and recorded June 1, 2016 in the RMC Office for Charleston County in Plat Cabinet L16 at Pages 0235.

THIS BEING a portion of the property conveyed to CAM Management, LLC by Deed of Swygert Shipyards, Inc. f/k/a Sandblasters, Inc. dated January 16, 2004 and recorded January 20, 2004 in the RMC Office for Charleston County in Book S481 at Page 697.

Grantee's Address: **2265 Clements Ferry Road
Charleston, SC 29492**

TMS No.: **312-00-00-050**

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, **EASTWOOD CONSTRUCTION, LLC**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Ave. 2nd Floor
North Charleston, SC 29406

16-3362 DS/ Eastwood
8-16

ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CPI1002838

16-3362 DS

ROA 001041

WITNESS my hand and seal this 7th day of June in the year of our Lord, Two Thousand and Sixteen (2016) and in the Two Hundred Fortieth (240th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kimberly T. Easterling
Witness No. 1

Kimberly T. Easterling
Witness No. 2

CAM Management, LLC

BY: *Mark W. Weeks*
Its: Authorized Agent

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF *Charleston*

THE FOREGOING instrument was acknowledged before me on this *7th* day of *June*, 2016, by *Mark Weeks, authorized agent for CAM Management, LLC.*

Kimberly T. Easterling
Notary Public
My Commission Expires: *3-27-2023*

(SEAL)



STATE OF South Carolina)
COUNTY OF Charleston) **AFFIDAVIT**

Date of Transfer of Title
June 7, 2016

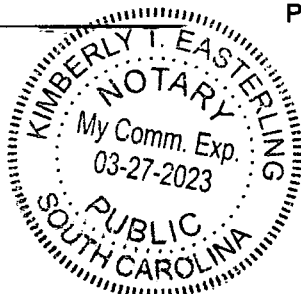
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by CAM Management, LLC TO Eastwood Construction, LLC on June 7, 2016.
3. Check one of the following: The deed is:
 - a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$642,500.00.
 - b. ___ The fee is computed on the fair market value of the realty, which is \$_____.
 - c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED Recording Fee is computed as follows:
 - a. \$642,500.00 the amount listed in Item No. 4 above
 - b. \$0.00 the amount listed on Item No. 5 above (no amount, please zero)
 - c. \$642,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 7th day of June, 2016.

Kimberly T. Easterling
Notary Public
My Commission Expires: _____

(SEAL)



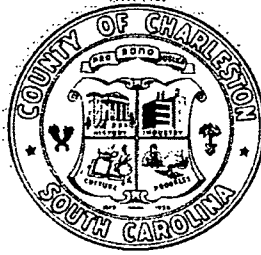
Grantor, Grantee or Legal Representative
Connected with this Transaction

CAM Management, LLC
Print or Type Name Here

by Mark W. Weeks
as authorized agent

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

WEEKS & IRVINE LLC

RECORDED

Date: August 11, 2016

Time: 2:49:49 PM

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Charlie Lybrand, Register
Charleston County, SC

MAKER:

CAM MGMT LLC

of Pages: 4

RECIPIENT:

EASTWOOD CONST LLC

Note:

Recording Fee	\$ 10.00
State Fee	\$ 1,670.50
County Fee	\$ 706.75
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 2,387.25

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Peter J. Tecklenburg
Charleston County Auditor

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CONTRACT AND OPTION TO PURCHASE REAL ESTATE

THIS CONTRACT AND OPTION TO PURCHASE REAL ESTATE (the "Contract") is entered into as of the 16th day of February, 2016 ("Effective Date"), by and between CAM MANAGEMENT, LLC ("Seller"), and EASTWOOD CONSTRUCTION, LLC D/B/A EASTWOOD HOMES, a North Carolina limited liability company, ("Buyer" or "Eastwood"). Seller and Buyer are the "Parties." This contract nullifies and makes void any and all previous agreements the parties had previously entered for this same property.

The Effective Date or "Execution of Contract Date" means the latest date of execution by the Seller and any Buyer Officer, other than Joseph K. Stewart or J. Clark Stewart, as indicated on the signature page. From the Effective Date, the Agreement will be in full force and effect for thirty (30) days, but will automatically terminate if the signature of Joseph K. Stewart or J. Clark Stewart is not affixed within thirty (30) days of the Effective Date.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Property.** Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller the real property described on Exhibit A attached hereto (the 4th Phase of Swygert's Landing which includes (1) Estate Lot or the "Property") and all improvements located thereon and all appurtenances thereto, including all declarant, development, permits and associated rights in the Property (the "Development Rights"), and the personal property described on Exhibit B attached hereto (the "Personalty"). The Development Rights and Personalty are sometimes collectively referred to herein as the "Property".

2. **Purchase Price.** The purchase price for the Property is Six Hundred Forty Two Thousand Five Hundred Dollars (\$642,500.00) ("Purchase Price") and shall be paid as follows:

(a) Earnest money in the amount of Twenty Five Thousand Dollars (\$25,000.00) shall be deposited by Buyer with the Escrow Holder, Weeks and Irvine law Firm. At closing, the entire earnest money amount will be disbursed to the Seller and applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Escrow Holder, which shall be in form and content reasonably acceptable to Buyer, Seller and the closing attorney and/or Title Company.

(b) The balance of the Purchase Price, subject to closing prorations and credits, shall be paid in cash or by immediately available funds delivered by wire transfer at closing, which closing shall occur by the Closing Date, which shall be forty-five (45) days after Mutual Execution of this Contract.

3. **Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties in connection with Buyer's purchase of the Property, and no others, express or implied:



(a) Seller has the corporate authority necessary to enter into this Contract and comply with Seller's obligations hereunder;

(b) There are no pending or, to Seller's knowledge, threatened condemnation or eminent domain proceedings which would affect the Property;

(c) Seller has not entered into any lease or other agreement for possession with any person or entity (except Buyer) pursuant to which such person or entity has any current or future right or interest to occupy, possess or use all or any portion of the Property.

(d) Seller has not received any notice from any governmental authority having jurisdiction over the Property, that the Property or its use is in material violation of any Laws regulations, ordinances, or other regulatory requirements.

(e) Seller has not received any written notice of any flood zones or impervious restrictions on the Property.

(f) Seller's Property is free of any governmental holds, encumbrances or liens that would prevent Purchaser from obtaining a building permit and receiving a county government issued Certificate of Occupancy upon completion of a residence in accordance with all applicable legal requirements for issuance of such a Certificate.

(g) Since the date of Seller's acquisition of the Property, Seller has received no notice, and has no knowledge that Hazardous Substances are now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws; since the date of Seller's acquisition of the Property, Seller has received no notice, and has no knowledge of federal, state or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property; since the date of Seller's acquisition of the Property, Seller has received no notice, and has no knowledge of a claim made by any third party against Seller relating to any Hazardous Substances on or within the Property; and since the date of Seller's acquisition of the Property, Seller has received no notice, and has no knowledge of, any Clean Water Act violations or claims made by any third party against Seller relating to the Property. Moreover, to the best of Seller's knowledge (a) the Property has not been used for the disposal of any hazardous or toxic waste materials, (b) the Property has never contained any hazardous or toxic waste materials and (c) no environmental remediation has occurred on the Property pursuant to any Environmental Laws. Seller has delivered to Buyer, the Phase 1 Environmental Site Assessment prepared by WPC and dated August 16, 2000

(h) There are no undisclosed agreements between Seller and any other party which relate to the Property;

(i) Until the closing date, the Property will be maintained in substantially the same condition as it is in on the date of this Contract, subject to ordinary wear and tear and casualty damage; and

(j) There is no litigation pending or, to Seller's knowledge, threatened which would affect the Property or the use thereof by Buyer.

All representations and warranties made by Seller in this Section 3 shall be true as of the closing date hereof and shall survive the closing of this transaction for a period of one (1) year.

4. **Survey Contingency.** Buyer, at its sole expense, may obtain a survey of the Property prepared by a land surveying company registered in the same state as the Property. Buyer shall have thirty (30) days from the Effective Date to deliver to Seller in writing any objection to a matter shown on the survey which materially affects the Development Rights or Buyer's use of the Property. If Buyer fails to timely deliver notice to Seller of any survey objections (or elects not to obtain a survey), then Buyer is deemed to have waived all rights to object to any matters shown on the survey (or that would be shown on a current survey). Seller may elect in Seller's sole discretion whether or not to attempt a cure of such survey objections. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of a survey objection, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the earnest money, including any earnest money deemed nonrefundable, shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure the survey objections by the closing date, then Buyer shall have the option to either terminate this Contract (in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured survey objections and waived any rights against Seller relating thereto.

5. **Title Contingency.** Promptly after the Effective Date, Seller shall deliver or cause to be delivered to Buyer a current commitment (the "Commitment") for an ALTA owner's title insurance policy for the Property issued by a title agent selected by Seller using a nationally recognized title insurance underwriter (the "Title Company" or "Cardinal Title Center"), together with copies of the instruments listed in the schedule of exceptions in such Commitment. Buyer shall have until the later of thirty (30) days from the Effective Date or ten (10) days after receipt of the Commitment to deliver to Seller in writing any objection to a matter shown on the Commitment which materially affects the Property or Buyer's use of the Development Rights ("Title Objections"). If Buyer fails to deliver timely notice of Title Objections to Seller, Buyer shall be deemed to have fully accepted the Commitment and all matters disclosed therein. If Buyer timely delivers Title Objections, Seller shall have fifteen (15) days after receipt of Buyer's objection notice to notify Buyer in writing what, if anything, Seller shall do to cure the Title Objections. Failure of Seller to respond within said period shall indicate that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have ten (10) business days to deliver notice to Seller terminating this Contract, in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure a Title Objection by the closing date, then Buyer shall have the option to either terminate this Contract (in which event the earnest money, including earnest money deemed nonrefundable, shall be disbursed to Buyer and the parties shall have no further obligations

hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto. Seller has delivered to Buyer an ALTA Owner's Policy from Chicago Title Insurance Company dated 1/20/2004.

Notwithstanding anything to the contrary herein, the following matters shall be deemed "Permitted Exceptions" and Buyer shall have no right to object to any of said matters on the Commitment;

- (a) municipal and zoning ordinances and agreements entered under them, agreements with any municipality regarding the development of the Property, building and use restrictions and covenants, and State and/or Federal statutes and regulations;
- (b) recorded easements for the distribution of utility and municipal services;
- (c) property taxes and special assessments levied in the year of closing and subsequent years;
- (d) such other matters as disclosed by the Commitment and waived or deemed waived by Buyer or Buyer's Title Insurer pursuant to this Section 5.

At closing, Seller shall cause the Title Company to issue a current ALTA owner's title insurance policy in the amount of the Purchase Price allocated to the Property insuring Buyer as the fee simple owner of the Property as of the date of recording the deed, subject to the Permitted Exceptions ("Title Policy"), and will provide an affidavit as to the absence of mechanics liens, as required and in the form provided by Cardinal Title Center, LLC, (1-866-772-2297) as a result of work performed or caused to be performed at the Property by Seller.

6. Inspection Contingency. Buyer, at its sole expense, may obtain an inspection of all buildings and related improvements located on the Property and/or a Phase I environmental assessment of the Property. Buyer shall not have the right to conduct any sampling of the water, soil (except as necessary for Phase I and geotechnical purposes), air or building improvements without Seller's express prior written consent. Buyer shall have thirty (30) days from the Effective Date to terminate this Contract by written notice to Seller resulting from Buyer's objection to any matter which affects the Property or Buyer's use of the Development Rights, in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Buyer does not terminate the Contract hereunder within the Inspection Contingency Period, then Buyer is deemed to have waived this inspection contingency and any right to object to the condition of the Property or any improvements located thereon. In the event Buyer determines for any reason or no reason, in its sole and absolute discretion, that the Property is unsuitable during the Inspection Contingency Period, Buyer may terminate this Agreement by giving written notice to Seller of such termination prior to the end of the Inspection Contingency Period, upon which the entire earnest money deposit, inclusive of any earnest money deposits deemed nonrefundable, shall forthwith be returned to Buyer by Escrow Agent, and in such event, the Parties hereto shall be relieved of all further obligations hereunder. In no event shall Seller be required to cure any

matter to which the Buyer objects relating to the condition of the Property or any improvements located thereon, absent an express written agreement executed by the Parties.

7. No Representations or Warranties; AS-IS Condition.

(a) Buyer is hereby purchasing the Property in "AS-IS, WHERE-IS" condition and "with all faults", and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Contract or in closing the transactions described herein, except for the express representations and warranties set forth in Section 3 hereof. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied Buyer's survey, title and inspection contingencies set forth in Sections 4 through 6 above. In closing and completing this transaction, Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees except those expressly set forth in Section 3 above.

(b) Except for the express representations and warranties set forth in Section 3 hereof, Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property or any improvements thereon. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller.

(c) Buyer acknowledges and agrees that any Personalty to be conveyed in this transaction from Seller to Buyer will be transferred by quit claim bill of sale, with no representation, warranty or guaranty, expressed or implied, regarding the condition of or the title to such Personalty, and Buyer further agrees to accept such Personalty in its "AS-IS/WHERE IS" condition at closing.

(d) Buyer acknowledges and agrees that all declarant, development, permits, or other rights and authorities associated with the Property shall be transferred by Assignment, attached at Exhibits C and D.

(e) Buyer (and any party claiming through or under Buyer) hereby agrees that following the closing, Seller shall be fully and finally released from any and all claims or liabilities against the Seller relating to or arising on account of the condition of or title to the Property, including without limitation, any matters specifically referenced in this Contract. This Section 7(a) through (d) shall survive the closing of the Contract.

8. **Closing.** The closing of this transaction shall take place within fifteen (15) days after expiration of all Buyer's contingencies set forth in this Contract, at the offices of the Buyer's closing attorney, as is customary, or at such other time and place as may be agreed upon by Buyer and Seller. Unless other contingencies are expressly granted in this Contract, Buyer's contingencies include only the survey, title and inspection contingencies set forth in Sections 4, 5 and 6 above. At closing, Buyer shall deliver to the closing attorney wired funds or other immediately available funds in the amount of the Purchase Price, as adjusted by any prorations and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy.

At closing, Seller shall deliver to the closing attorney a Special Warranty Deed conveying the Property to Buyer, subject only to the exceptions permitted herein, a Quit Claim bill of sale conveying the Personalty to Buyer, if applicable, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. All prorations required hereunder shall be computed as of the date of closing. Possession of the Property shall be delivered to Buyer on the closing date. Buyer shall pay for recording the deed. Buyer shall pay the title insurance premium for the Title Policy to be issued to Buyer and gap endorsement charges. Buyer shall pay for all other endorsement charges and the title insurance premium for any loan policy, including endorsement charges related thereto. All other closing costs, including without limitation transfer taxes and other recording fees, shall be allocated as customary to Seller.

9. **Taxes.**

(a) Taxes for Years Prior to Closing. Seller will pay in full all general real property taxes that are due and payable with respect to the Property for tax years prior to the year of closing, inclusive of ad valorem taxes, if any.

(b) Tax Challenges. If any tax challenge is ongoing with respect to the Property for any period prior to closing, Seller will receive the full benefit of any refund arising out of such tax challenge. This Section 9(b) expressly survives closing.

(c) Taxes for Current Year of Closing. All general real property taxes that are payable with respect to the Property for the year of closing will be prorated between Buyer and Seller as of the business day immediately prior to the closing date. If the precise amount of taxes payable for the year of closing cannot be determined, then the proration shall be computed on the basis of the lesser of (i) the taxes on the Property for the immediately preceding tax year (including any multi-lot discount applicable to the Property); or (ii) an amount equal to the assessed value, if available, of the Property in the year of closing multiplied by the prior tax year's millage rate.

10. **Special Assessments.** Intentionally Omitted.

11. **Municipal Agreements.** Seller and Buyer agree that, effective as of the closing date, Buyer hereby assumes all obligations under all existing development agreements,

declarations, escrow agreements and other recorded agreements affecting the Property. In addition, Buyer shall comply, at Buyer's sole expense, with all requirements imposed under any such agreement or by any state, federal or local governmental entity or agency including, without limitation, any requirement to construct infrastructure, construct improvements, escrow funds and/or post letters of credit in connection with the development of the Property. On or before closing, Buyer shall, at Buyer's sole expense, and with Seller's full cooperation, replace any funds or letters of credit deposited in connection with any such agreement or requirement. Buyer's failure to do so on or before the closing date shall be a default under this agreement. The parties agree that all development work is Buyer's sole responsibility and shall be performed at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, actions, liabilities, damages, costs and expenses, including reasonable attorneys' fees, incurred by Seller in connection with the failure by Buyer to observe or perform any of the obligations pursuant to this Section 10. Buyer and Seller agree that this paragraph shall be self-operative but, if requested by Seller, Buyer shall execute a document in recordable form evidencing the agreements set forth in this Section. This Section 11 shall survive closing.

12. Casualty. If the Property is damaged by fire or other casualty after the Effective Date of this Contract but prior to the closing date, such that the cost to restore the Property to its condition immediately prior to the casualty is in excess of five percent (5%) of the Purchase Price, Buyer shall have the option to:

- (a) proceed to close this transaction on the terms contained herein and receive an assignment of the insurance proceeds (or the right to receive the same, if they are not received before closing) payable to Seller as a result of the casualty; or
- (b) terminate this Contract by written notice delivered to Seller within ten (10) days after Buyer receives notice of the casualty, in which event the earnest money, inclusive of earnest money deemed nonrefundable, shall be refunded to Buyer.

If the Property is damaged by fire or other casualty prior to the closing date and the cost of restoration does not exceed five percent (5%) of the Purchase Price, this Contract shall remain in full force and effect upon the terms stated herein and at closing Seller shall assign to Buyer the insurance proceeds (or the right to receive the same, if they are not received before closing) payable to Seller as a result of the casualty.

13. Condemnation. If any of the Property is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within ten (10) days of the notice have the option of (a) proceeding with the closing and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by closing), or (b) canceling this Contract and receiving back the earnest money deposited.

14. Access to Property. From the Effective Date to closing, Buyer and Buyer's authorized agents and contractors shall be permitted access to the Property at reasonable times for the purpose of conducting any of the following at Buyer's election: a survey of the Property,

a Phase I environmental assessment of the Property and/or a physical inspection of any building and related improvements located on the Property. This Section 14 does not authorize Buyer or Buyer's authorized agents or contractors to conduct any sampling, other than those samplings which occur as a function of Phase I environmental and/or related geotechnical testing.

15. Mutual Indemnification. Buyer and Seller shall indemnify, defend and hold the other party harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorneys' fees, incurred by the other party (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by the other party, its agents, contractors and employees, or (ii) the failure by the other party to observe or perform any of its respective covenants, representations or obligations under the Contract. This Section 15 shall survive the closing or termination of the Contract.

16. Notices. All notices required or permitted to be given hereunder shall be given by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served, to Buyer and Seller at the following addresses:

PURCHASER: Eastwood Construction, LLC
c/o Jason Esposito, Vice President
Eastwood Construction, LLC
2857 Westport Road
Charlotte NC 28208-3647

PURCHASER: Eastwood Construction, LLC
c/o Joe Dority and Allen Nason
Eastwood Construction, LLC
2857 Westport Road
Charlotte NC 28208-3647

SELLER: CAM Management, LLC
c/o Mark Munafo, Member
108 W. Timonium Rd.
Suite 300
Timonium MD 21093

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered). Either party may change the above addresses by written notice to the other.

17. Default.

- A. If Buyer defaults in the full and timely performance of its obligations hereunder, Seller shall be entitled to cancel this Contract and retain the earnest money deposited hereunder as liquidated damages, the parties agreeing that in the event of a default hereunder actual damages would be impossible to calculate.

- B. If Seller defaults in the full and timely performance of any of its obligations hereunder, Buyer, as its only remedies, may elect to seek specific performance. If Buyer elects Seller specific performance, Seller agrees that its default would cause irreparable harm to Purchaser for which monetary damages alone would not be an adequate remedy and thereby agrees that Purchaser will be entitled to specific performance and injunctive or other equitable relief, without the necessity of posting a bond.
- C. In the event of a default under any covenant contained in this Contract, the non-defaulting party shall give the defaulting party Notice of such default, specifying in reasonable detail the nature of the default, and the defaulting party shall have thirty (30) days in which to cure said default.

18. Real Estate Commissions or Brokerage. Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Seller in connection with the Property or this transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby agrees to defend, indemnify and hold Seller harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Buyer in connection with the Property or this transaction.

19. Entire Agreement. This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Contract may be amended only by a further written document signed by each of the parties.

20. Assignment. Buyer shall have the right to assign this Contract without Seller's prior written consent only to any entity owned and/or controlled by Buyer or its principals, to include a special purpose limited liability company created to take ownership of the Property. All other assignments shall require Seller's prior written consent, which may be withheld in Seller's sole discretion. Notwithstanding the foregoing, if this Contract is assigned by Buyer hereunder, Buyer shall remain jointly and severally liable, along with the assignee, for the Buyer's obligations under the Contract through closing. Buyer shall cause any permitted assignee to acknowledge in writing that it will be bound by all of the terms and conditions of this Contract, with said acknowledgement set forth in a form subject to Seller's reasonable approval.

21. Successors and Assigns. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.

22. Captions. The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

23. **Severability.** If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

24. **Counterparts and Transmittal of Signatures.** This Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Contract transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

25. **Confidentiality.** Unless otherwise agreed to in writing by Buyer shall keep confidential the terms of this Agreement and all documents, financial statements, reports or other information relating to either the transaction contemplated by this Agreement or the Property and shall not disclose any such information to any person other than those employees or agents of Buyer who are actively and directly participating in the evaluation of the Property, the negotiation and execution of this Agreement or financing of the purchase of the Property.

26. **Governing Law.** The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State in which the Property is located.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

Date: 2/16/16

BUYER:

Eastwood Construction, LLC a North Carolina
limited liability company

By: [Signature]
Name: Jason Esposito
Title: Division President

Eastwood Construction, LLC a North Carolina
limited liability company

By: [Signature]
Joseph K. or J. Clark Stewart, Member

Date: 2/24/16

SELLER:

CAM Management, LLC

By: M. Marc Munafo.
M. Marc Munafo, Member

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcels Number: _____



⑨/111

EXHIBIT B
PERSONAL PROPERTY

EXHIBIT C

GENERAL ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CAM Management, LLC ("*Assignor*") does hereby transfer, assign and convey to EASTWOOD CONSTRUCTION, LLC, a North Carolina limited liability company ("*Assignee*"), all of Assignor's right, title and interest in and to the following in connection with certain real property located in Charleston County, South Carolina and legally described in the Exhibit A incorporated into the Contract, and any improvements located on the Real Property ("*Improvements*"), which Real Property and Improvements are collectively referred to as the "*Property*":

1. To the extent assignable at no material cost to Assignor, any and all right, title and interest of Assignor (if any, none being warranted hereby) to any and all warranties, telephone numbers, websites, trademarks, trade names, advertising brochures, websites, leasing plans and architectural or engineering plans and specifications that relate to the Property.

2. To the extent assignable at no material cost to Assignor, all of Assignor's right, title and interest, if any (none being so warranted) in and to all development rights, entitlements, licenses, permits, consents and approvals, whether governmental or otherwise, relating to the use, operation or maintenance of the Property.

Assignor covenants to cooperate, as necessary, with Assignee to enable Assignee to receive transfer of all development rights as indicated herein.

Assignee hereby accepts the above assignments and assumes all obligations and liabilities arising out of or relating to any of the above accruing on and after the date hereof, and Assignee shall indemnify and hold Assignor harmless from and against any and all liabilities and obligations arising out of or relating to any of the above, to the extent accruing subsequent to the date hereof.

The property conveyed hereby is being conveyed without any warranty whatsoever by Assignor. Further, Assignor makes no representation or warranty with respect to the assignability of any of the items assigned hereby, nor shall Assignor be deemed in any event to be a warrantor, guarantor, or surety for the obligations of any party relative to the rights assigned hereunder. The assignment of the property conveyed hereby from Assignor to Assignee shall be without recourse to Assignor.

This the 16th day of February, 2016.

“ASSIGNOR”

CAM Management, LLC

By: M. Marc Munafo
M. Marc Munafo, Member

“ASSIGNEE”

EASTWOOD CONSTRUCTION, LLC, a North
Carolina limited liability company

By: Jason Espesito
Jason Espesito, Vice President

EXHIBIT D

ASSIGNMENT OF DECLARANT RIGHTS

STATE OF SOUTH CAROLINA

**TRANSFER AND ASSIGNMENT
OF DECLARANT RIGHTS**

COUNTY OF CHARLESTON

THIS TRANSFER AND ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment") is made and entered into as of this _____ day of _____, 2016, by Cam Management, LLC ("Assignor"), to and in favor of **EASTWOOD CONSTRUCTION, LLC**, a North Carolina limited liability company ("Assignee"),

By that certain Special Warranty Deed dated contemporaneously herewith, Assignee has acquired from Assignor that certain property described on Exhibit A attached hereto.

Assignor is Declarant of the Swygert's Landing Subdivision Phase 4 pursuant to the Declaration of Covenants, Conditions and Restrictions recorded at Book _____ at Page _____ of the Charleston County Public Registry (the "Declaration");

Assignor desires, by way of further Transfer and Assignment of Declarant Rights, to assign to Assignee, to the extent assignable, all of its right, title and interest (if any, none being warranted hereby) in and to its status as "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Swygert's Landing Subdivision Phase 4 recorded in Book _____ at pages _____ of the Charleston County Public Registry (the "Declaration"); Assignee desires to accept such transfer and assignment and assume the obligations of "Declarant" thereunder for Phase 4 of the Swygert's Landing community. Assignor's assignment of Declarant rights shall operate contemporaneously with Assignee's purchase of the entire Property within Swygert's Landing Subdivision, Phase 4.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to its status as Declarant under the Declaration and Assignee hereby accepts such transfer and assignment and assumes the obligations of Declarant thereunder.

[Signatures and Notary Acknowledgements Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and to be effective as of the date of its recordation in the Charleston County Public Registry.

"ASSIGNOR"

CAM Management, LLC

By: M. Marc Munafo
M. Marc Munafo, Member

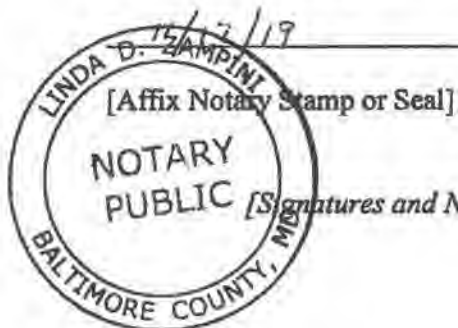
BALTIMORE County, MARYLAND

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: M. MARC MUNAFO
(Print name of signatory in blank)

Date: 2/24/18

My Commission Expires:

Linda D. Zampini
Notary Public
Print Name: LINDA D. ZAMPINI

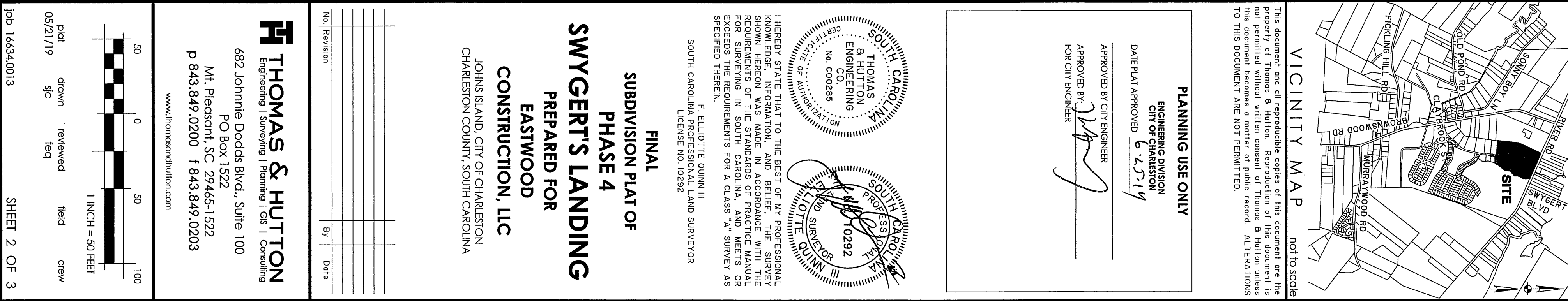


[Signatures and Notary Acknowledgements Continue on Following Page]

Exhibit 7

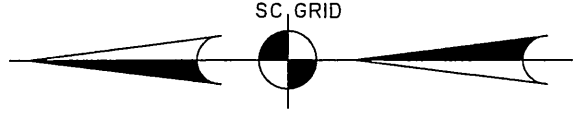
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N 79°58'21" W	20.0'	L101	S 88°08'47" E	15.30'
L2	N 79°58'21" W	4.53'	L102	N 12°03'50" E	98.25'
L3	N 79°58'21" W	8.26'	L103	N 85°09'33" W	26.00'
L4	N 79°58'21" W	20.41'	L104	N 85°09'33" W	26.00'
L5	N 08°20'03" E	20.41'	L105	N 85°09'33" W	26.00'
L6	N 08°20'03" E	20.27'	L106	N 85°09'33" W	26.00'
L7	N 08°20'03" E	4.05'	L107	N 85°09'33" W	26.00'
L8	N 08°20'03" E	4.05'	L108	N 85°09'33" W	26.00'
L9	S 85°53'43" E	45.93'	L109	N 85°09'33" W	26.00'
L10	S 08°33'21" W	7.50'	L110	N 85°09'33" W	26.00'
L11	S 08°33'21" W	20.00'	L111	N 85°09'33" W	26.00'
L12	S 08°33'21" W	24.00'	L112	N 85°09'33" W	26.00'
L13	N 08°45'54" E	14.96'	L113	N 85°09'33" W	26.00'
L14	N 08°45'54" E	22.07'	L114	N 85°09'33" W	26.00'
L15	N 08°45'54" E	56.00'	L115	N 85°09'33" W	26.00'
L16	N 34°43'52" E	24.09'	L116	N 85°09'33" W	26.00'
L17	N 34°43'52" E	20.00'	L117	N 85°09'33" W	26.00'
L18	N 34°43'52" E	20.00'	L118	N 85°09'33" W	26.00'
L19	N 55°01'08" E	20.00'	L119	N 85°09'33" W	26.00'
L20	N 55°01'08" E	20.00'	L120	N 85°09'33" W	26.00'
L21	N 55°01'08" E	20.00'	L121	N 85°09'33" W	26.00'
L22	N 55°01'08" E	20.00'	L122	N 85°09'33" W	26.00'
L23	N 55°01'08" E	20.00'	L123	N 85°09'33" W	26.00'
L24	N 55°01'08" E	20.00'	L124	N 85°09'33" W	26.00'
L25	N 55°01'08" E	20.00'	L125	N 85°09'33" W	26.00'
L26	N 55°01'08" E	20.00'	L126	N 85°09'33" W	26.00'
L27	N 55°01'08" E	20.00'	L127	N 85°09'33" W	26.00'
L28	N 55°01'08" E	20.00'	L128	N 85°09'33" W	26.00'
L29	N 55°01'08" E	20.00'	L129	N 85°09'33" W	26.00'
L30	N 55°01'08" E	20.00'	L130	N 85°09'33" W	26.00'
L31	N 55°01'08" E	20.00'	L131	N 85°09'33" W	26.00'
L32	N 55°01'08" E	20.00'	L132	N 85°09'33" W	26.00'
L33	N 55°01'08" E	20.00'	L133	N 85°09'33" W	26.00'
L34	N 55°01'08" E	20.00'	L134	N 85°09'33" W	26.00'
L35	N 55°01'08" E	20.00'	L135	N 85°09'33" W	26.00'
L36	N 55°01'08" E	20.00'	L136	N 85°09'33" W	26.00'
L37	N 55°01'08" E	20.00'	L137	N 85°09'33" W	26.00'
L38	N 55°01'08" E	20.00'	L138	N 85°09'33" W	26.00'
L39	N 55°01'08" E	20.00'	L139	N 85°09'33" W	26.00'
L40	N 55°01'08" E	20.00'	L140	N 85°09'33" W	26.00'
L41	N 55°01'08" E	20.00'	L141	N 85°09'33" W	26.00'
L42	N 55°01'08" E	20.00'	L142	N 85°09'33" W	26.00'
L43	N 55°01'08" E	20.00'	L143	N 85°09'33" W	26.00'
L44	N 55°01'08" E	20.00'	L144	N 85°09'33" W	26.00'
L45	N 55°01'08" E	20.00'	L145	N 85°09'33" W	26.00'
L46	N 55°01'08" E	20.00'	L146	N 85°09'33" W	26.00'
L47	N 55°01'08" E	20.00'	L147	N 85°09'33" W	26.00'
L48	N 55°01'08" E	20.00'	L148	N 85°09'33" W	26.00'
L49	N 55°01'08" E	20.00'	L149	N 85°09'33" W	26.00'
L50	N 55°01'08" E	20.00'	L150	N 85°09'33" W	26.00'
L51	N 55°01'08" E	20.00'	L151	N 85°09'33" W	26.00'
L52	N 55°01'08" E	20.00'	L152	N 85°09'33" W	26.00'
L53	N 55°01'08" E	20.00'	L153	N 85°09'33" W	26.00'
L54	N 55°01'08" E	20.00'	L154	N 85°09'33" W	26.00'
L55	N 55°01'08" E	20.00'	L155	N 85°09'33" W	26.00'
L56	N 55°01'08" E	20.00'	L156	N 85°09'33" W	26.00'
L57	N 55°01'08" E	20.00'	L157	N 85°09'33" W	26.00'
L58	N 55°01'08" E	20.00'	L158	N 85°09'33" W	26.00'
L59	N 55°01'08" E	20.00'	L159	N 85°09'33" W	26.00'
L60	N 55°01'08" E	20.00'	L160	N 85°09'33" W	26.00'
L61	N 55°01'08" E	20.00'	L161	N 85°09'33" W	26.00'
L62	N 55°01'08" E	20.00'	L162	N 85°09'33" W	26.00'
L63	N 55°01'08" E	20.00'	L163	N 85°09'33" W	26.00'
L64	N 55°01'08" E	20.00'	L164	N 85°09'33" W	26.00'
L65	N 55°01'08" E	20.00'	L165	N 85°09'33" W	26.00'
L66	N 55°01'08" E	20.00'	L166	N 85°09'33" W	26.00'
L67	N 55°01'08" E	20.00'	L167	N 85°09'33" W	26.00'
L68	N 55°01'08" E	20.00'	L168	N 85°09'33" W	26.00'
L69	N 55°01'08" E	20.00'	L169	N 85°09'33" W	26.00'
L70	N 55°01'08" E	20.00'	L170	N 85°09'33" W	26.00'
L71	N 55°01'08" E	20.00'	L171	N 85°09'33" W	26.00'
L72	N 55°01'08" E	20.00'	L172	N 85°09'33" W	26.00'
L73	N 55°01'08" E	20.00'	L173	N 85°09'33" W	26.00'
L74	N 55°01'08" E	20.00'	L174	N 85°09'33" W	26.00'
L75	N 55°01'08" E	20.00'	L175	N 85°09'33" W	26.00'
L76	N 55°01'08" E	20.00'	L176	N 85°09'33" W	26.00'
L77	N 55°01'08" E	20.00'	L177	N 85°09'33" W	26.00'
L78	N 55°01'08" E	20.00'	L178	N 85°09'33" W	26.00'
L79	N 55°01'08" E	20.00'	L179	N 85°09'33" W	26.00'
L80	N 55°01'08" E	20.00'	L180	N 85°09'33" W	26.00'
L81	N 55°01'08" E	20.00'	L181	N 85°09'33" W	26.00'
L82	N 55°01'08" E	20.00'	L182	N 85°09'33" W	26.00'
L83	N 55°01'08" E	20.00'	L183	N 85°09'33" W	26.00'
L84	N 55°01'08" E	20.00'	L184	N 85°09'33" W	26.00'
L85	N 55°01'08" E	20.00'	L185	N 85°09'33" W	26.00'
L86	N 55°01'08" E	20.00'	L186	N 85°09'33" W	26.00'
L87	N 55°01'08" E	20.00'	L187	N 85°09'33" W	26.00'
L88	N 55°01'08" E	20.00'	L188	N 85°09'33" W	26.00'
L89	N 55°01'08" E	20.00'	L189	N 85°09'33" W	26.00'
L90	N 55°01'08" E	20.00'	L190	N 85°09'33" W	26.00'
L91	N 55°01'08" E	20.00'	L191	N 85°09'33" W	26.00'
L92	N 55°01'08" E	20.00'	L192	N 85°09'33" W	26.00'
L93	N 55°01'08" E	20.00'	L193	N 85°09'33" W	26.00'
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L96	N 55°01'08" E	20.00'	L196	N 85°09'33" W	26.00'
L97	N 55°01'08" E	20.00'	L197	N 85°09'33" W	26.00'
L98	N 55°01'08" E	20.00'	L198	N 85°09'33" W	26.00'
L99	N 55°01'08" E	20.00'	L199	N 85°09'33" W	26.00'
L100	N 55°01'08" E	20.00'	L200	N 85°09'33" W	26.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	192.00'	26.56'	N 12°54'02" E	26.54'	7°55'32"
C2	432.81'	22.16'	N 74°22'51" W	22.16'	7°48'18"
C3	432.81'	98.03'	N 74°22'51" W	97.84'	12°24'33"
C4	300.00'	23.91'	N 08°39'33" E	23.91'	4°34'04"
C5	216.00'	38.98'	N 14°22'53" E	38.92'	10°32'03"
C6	216.00'	38.98'	N 14°22'53" E	38.92'	10°32'03"
C7	300.00'	94.56'	N 09°38'11" E	94.01'	37°09'30"
C8	216.00'	224.33'	N 08°20'22" E	214.01'	60°37'45"
C9	425.00'	117.35'	S 89°10'54" E	117.35'	0°03'29"
C10	250.00'	64.30'	N 20°46'53" W	64.73'	14°52'37"
C11	250.00'	64.30'	N 20°46'53" W	64.73'	14°52'37"
C12	100.00'	12.65'	N 77°03'57" E	106.79'	64°32'45"
C13	100.00'	28.98'	N 48°59'51" W	28.48'	16°22'24"
C14	250.00'	171.48'	N 09°18'40" E	168.14'	35°17'55"
C15	125.00'	59.60'	S 2°14'29" E	48.17'	12°14'42"
C16	280.00'	181.93'	N 09°38'11" W	179.42'	37°09'30"
C17	270.00'	28.45'	N 24°44'58" W	28.45'	6°45'56"
C18	20.00'	28.65'	N 62°18'10" W	26.26'	82°04'19"
C19	150.00'	48.08'	S 88°00'24" W	47.76'	22°57'31"
C20	120.00'	87.01'	N 58°39'31" W	85.20'	44°35'14"
C21	80.00'	41.98'	N 53°43'54" W	41.50'	30°04'00"
C22	120.00'	41.98'	S 72°00'03" E	41.50'	30°04'00"
C23	145.00'	22.05'	N 71°59'48" E	20.34'	7°49'13"
C24	170.00'	21.84'	S 0°46'51" E	20.37'	73°37'26"
C25	80.00'	90.62'	N 77°03'57" E	85.43'	64°32'45"
C26	270.00'	103.40'	N 08°20'33" E	103.43'	27°40'05"
C27	270.00'	17.44'	N 24°40'39" E	17.44'	3°42'02"
C28	270.00'	116.01'	S 89°20'20" E	9.95'	90°00'00"
C29	430.00'	109.63'	S 32°17'32" E	107.04'	43°19'12"
C30	430.00'	109.63'	S 32°17'32" E	107.04'	43°19'12"
C31	430.00'	25.78'	S 03°33'44" W	25.75'	10°11'15"
C32	740.00'	11.00'	S 36°20'39" E	9.30'	90°00'00"
C33	430.00'	117.35'	N 89°05'40" E	117.35'	0°03'29"
C34	740.00'	11.00'	S 36°20'39" E	9.30'	90°00'00"
C35	430.00'	117.35'	N 89°05'40" E	117.35'	0°03'29"
C36	430.00'	117.35'	N 89°05'40" E	117.35'	0°03'29"
C37	192.00'	203.17'	S 68°26'43" W	193.82'	60°37'45"
C38	408.00'	136.94'	S 24°20'24" W	136.29'	19°22'23"
C39	408.00'	68.64'	S 13°24'24" W	68.36'	9°42'40"
C40	408.00'	68.64'	S 13°24'24" W	68.36'	9°42'40"
C41	10.00'	15.05'	S 1°16'47" W	13.67'	86°13'00"
C42	445.00'	58.41'	S 2°14'29" E	58.37'	7°31'31"
C43	309.50'	106.18'	N 18°23'24" W	105.63'	19°33'05"
C44	30.00'	10.66'	S 83°38'07" W	9.65'	87°13'02"
C45	120.00'	30.40'	N 79°24'41" E	30.35'	14°45'14"
C46	120.00'	228.73'	N 87°20'06" W	195.64'	039°12'35"
C47	120.00'	9.33'	N 30°23'22" W	9.32'	14°32'33"
C48	230.00'	150.14'	N 09°16'11" W	156.92'	39°43'31"
C49	230.00'	150.14'	N 09°16'11" W	156.92'	39°43'31"
C50	7.00'	37.54'	N 18°43'07" E	37.49'	90°00'00"
C51	105.00'	94.70'	S 39°16'05" E	91.52'	84°07'48"
C52	105.00'	94.70'	S 39°16'05" E	91.52'	84°07'48"
C53	230.00'	150.14'	N 09°16'11" W	156.92'	39°43'31"
C54	232.00'	85.90'	S 63°41'40" W	85.41'	21°12'51"
C55	232.00'	85.90'	S 63°41'40" W	85.41'	21°12'51"
C56	30.00'	42.56'	S 26°57'05" E	30.00'	81°06'12"
C57	30.00'	42.56'	S 26°57'05" E	30.00'	81°06'12"
C58	30.00'	43.38'	S 65°04'49" E	59.02'	159°14'11"
C59	70.00'	27.08'	N 69°22'00" E	26.91'	22°09'47"
C60	35.00'	15.86'	S 69°23'33" E	15.72'	25°57'39"
C61	35.00'	15.86'	S 69°23'33" E	15.72'	25°57'39"
C62	35.00'	35.08'	S 04°32'11" W	34.50'	59°03'48"
C63	15.00'	33.14'	S 28°35'44" E	26.80'	56°35'37"
C64	34.68'	49.72'	S 42°55'05" E	45.64'	81°23'14"
C65	34.68'	49.72'	S 42°55'05" E	45.64'	81°23'14"
C66	34.68'	43.03'	S 17°23'45" E	28.89'	107°02'00"
C67	35.00'	58.44'	S 63°58'35" W	51.88'	95°39'39"
C68	35.00'	58.44'	S 63°58'35" W	51.88'	95°39'39"
C69	35.00'	58.44'	S 63°58'35" W	51.88'	95°39'39"
C70	35.00'	58.44'	S 63°58'35" W	51.88'	95°39'39"
C71	32.00'	44.23'	S 67°30'10" E	40.79'	79°11'35"
C72	32.00'	65.40'	S 68°24'29" W	54.60'	117°05'37"
C73	27.00'	39.50'	S 70°00'00" W	39.50'	0°00'00"
C74	27.00'	39.50'	S 70°00'00" W	39.50'	0°00'00"
C75	40.00'	41.07'	N 26°04'31" W	39.29'	58°49'21"
C76	40.00'	30.25'	N 49°37'50" W	30.07'	27°39'51"
C77	17.00'	11.08'	N 89°32'01" W	10.88'	37°20'02"
C78	35.00'	32.02'	N 74°14'24" E	31.49'	36°13'03"
C79	50.00'	48.05'	S 55°59'25" W	47.32'	34°24'24"
C80	50.00'	48.05'	N 55°06'22" W	48.95'	20°55'05"
C81	20.00'	28.65'	N 62°18'10" W	26.26'	82°04'19"
C82	20.00'	28.65'	N 62°18'10" W	26.26'	82°04'19"
C83	20.00'	31.54'	N 18°50'12" W	28.37'	50°22'00"
C84	50.65'	48.00'	N 36°53'24" W	46.32'	54°17'52"
C85	50.00'	04.57'	S 14°04'21" W	86.93'	18°49'59"
C86	20.00'	28.65'	S 23°23'32" W	27.03'	88°00'05"
C87	20.00'	28.39'	N 7°57'17" E	26.06'	81°17'57"
C88	70.00'	12.73'	N 72°11'13" W	12.72'	0°25'24"
C89	50.00'	12.66'	S 89°05'40" W	12.60'	0°03'29"
C90	232.00'	26.33'	N 84°35'44" W	26.32'	6°33'00"



LEGEND

- CALCULATED POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- 3/4" IRON PIPE (FOUND)
- 3/4" IRON PIPE (SET)
- 5/8" IRON REBAR (FOUND)
- 5/8" IRON REBAR (SET)
- G.C.
- DRAINAGE EASEMENT



RECORDED	
DATE: 6/26/2019	TIME: 12:17 PM
Book-Page: L19 0276	Doc-Type: Large Plat
Michael Miller, Register, Charleston County, SC	

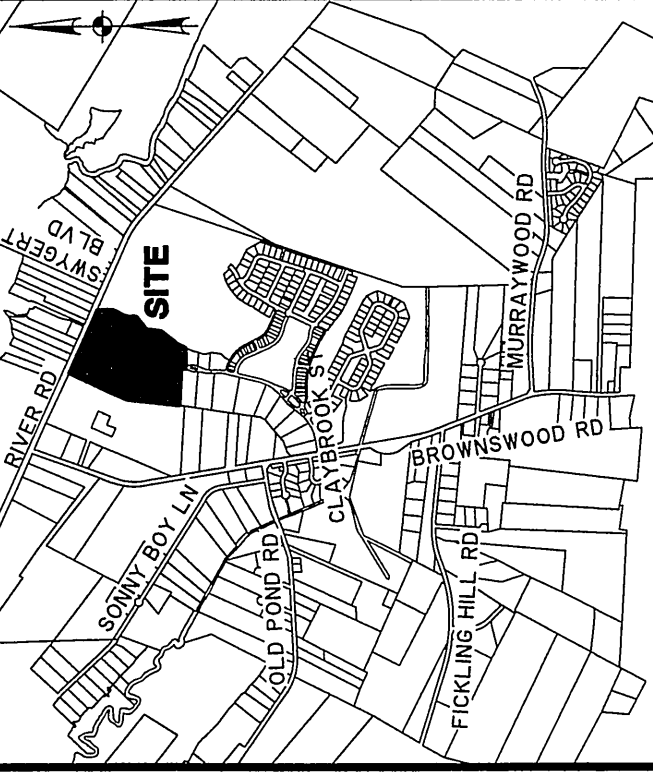


Record Fee	\$10.00
Package	\$0.00
TOTAL	\$10.00
Drawer	0
Check	0

Location: SWYGERT'S LANDING 313

1152 RIVER RD.
TMS# 312-00-00-054
NEW 24' CITY OF CHARLESTON DRAINAGE EASEMENT
P.B. DA, Pg. 622
D.B. L357, Pg. 399

NOTE:
SEE SHEET 1 FOR NOTES, REFERENCES,
LINE AND CURVE DATA.



VICINITY MAP not to scale

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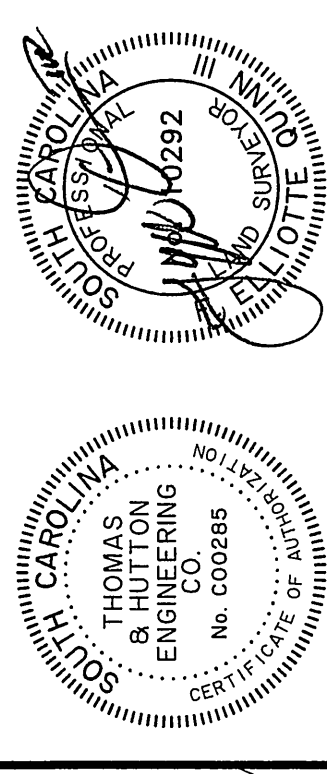
PLANNING USE ONLY

ENGINEERING DIVISION
CITY OF CHARLESTON

DATE PLAT APPROVED 6/27/19

APPROVED BY CITY ENGINEER

APPROVED BY *[Signature]*
FOR CITY ENGINEER



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR ACT FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

**FINAL
SUBDIVISION PLAT OF
PHASE 4**

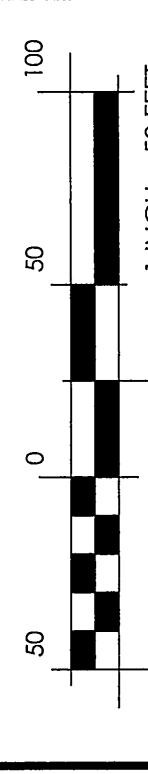
SWYGERT'S LANDING

**PREPARED FOR
EASTWOOD
CONSTRUCTION, LLC**

JOHNS ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

No.	Revision	By	Date

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.thomasonhutton.com



plat drawn reviewed field crew
05/21/19 s/c feq

Exhibit 8



BP0901690

PGS:

4

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FORTY AND NO/100 (\$544,340.00) DOLLARS**, and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by **MICHAEL B. ELLER AND SARAH J. ELLER**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **MICHAEL B. ELLER AND SARAH J. ELLER**, as **Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 148, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

**Grantee's Address: 2908 Sarnoff Street
Johns Island, SC 29455**

TMS No.: 312-02-00-102

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **MICHAEL B. ELLER AND SARAH J. ELLER**, as **Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue 7.20
2nd Floor
North Charleston, SC 29406

20-071416-1111 Eller

ROA 001069

ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1002838

WITNESS my hand and seal this 23rd day of July in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ginda Collins
Witness No. 1

James T. S.
Witness No. 2

Eastwood Construction, LLC, a North
Carolina limited liability company

BY: Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

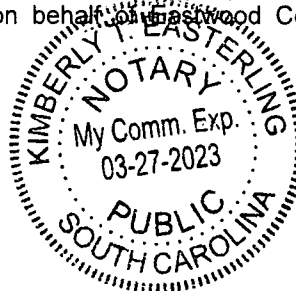
ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 23rd day of July, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

James T. S.
Notary Public
My Commission Expires: 3-27-23
(20-07646HH - Eller)
(SEAL)



Date of Transfer of Title

COUNTY OF CHARLESTON

) AFFIDAVIT

July 23, 2020

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC TO Michael B. Eller and Sarah J. Eller on July 23, 2020 is located at 2908 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-102.
3. Check one of the following: The deed is:

a. ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

- b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- c. _____ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt please skip items 4-6 and go to Item No. 7 of this affidavit.)

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
- a. ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$544,340.00.
- b. ☐ The fee is computed on the fair market value of the realty, which is \$_____.
- c. ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$

6. The DEED Recording Fee is computed as follows:
- | | |
|---|---------------------|
| a. Place the amount listed in item 4 above here: | <u>\$544,340.00</u> |
| b. Place the amount listed in item 5 above here:
(if no amount listed, place zero here.) | <u>\$0.00</u> |
| c. Subtract line 6(b) from line 6(a) and place result here: | <u>\$544,340.00</u> |

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$2,014.65.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 23rd day of July, 2020.

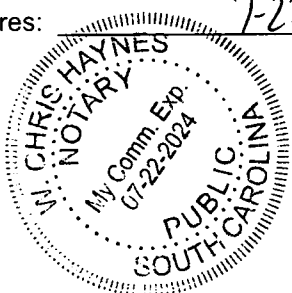
Notary Public

My Commission Expires:

(SEAL)

Michael B. Eller

Print or Type Name Here



RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

WEEKS & IRVINE LLC

RECORDED

Date: July 31, 2020

Time: 4:27:44 PM

Book Page DocType

0901

690

Deed

Michael Miller, Register
Charleston County, SC

MAKER:

EASTWOOD CONST PTNRS

RECIPIENT:

ELLER MICHAEL B AL

of Pages: 4

Note:

Recording Fee \$ 15.00

State Fee \$ 1,415.70

County Fee \$ 598.95

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 2,029.65

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From ROD

Aug 11, 2020

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

MKD

REP

08/12/2020

DATE

36

DRAWER Drawer 4
CLERK SLW



0901

Book



690

Page



07/31/2020

Recorded Date



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Pgs



Original Book



Original Page



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Doc Type



16:27:44

Recorded Time



PGS:

4

STATE OF SOUTH CAROLINA)

BP0921400

TITLE TO REAL ESTATE

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED EIGHTY AND NO/100 (\$599,180.00) DOLLARS**, and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by **WILLIAM R. SOSA-OLIVER AND DAVID R. OLIVER**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **WILLIAM R. SOSA-OLIVER AND DAVID R. OLIVER, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 149, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

**Grantee's Address: 2892 Claybrook Street
Johns Island, SC 29455**

TMS No.: 312-02-00-103

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **WILLIAM R. SOSA-OLIVER AND DAVID R. OLIVER, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my hand and seal this 14th day of September in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ginda Collins

Witness No. 1

Kevin T

Witness No. 2

Eastwood Construction, LLC, a North
Carolina limited liability company

BY:

Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

aka Eastwood Construction Partners
LLC

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 14th day of September, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Kevin T

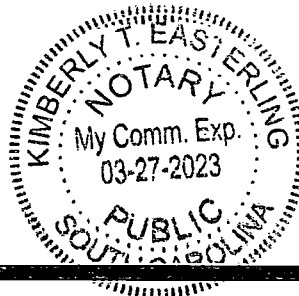
Notary Public

My Commission Expires:

3.27.23

{20-11981HH - Oliver}
(SEAL)

aka Eastwood Construction LLC,
A North Carolina LLC



STATE OF SOUTH CAROLINA

Date of Transfer of Title

COUNTY OF CHARLESTON

AFFIDAVIT

September 14, 2020

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC TO William R. Sosa-Oliver and David R. Oliver on September 14, 2020 is located at 2892 Claybrook Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-103.
3. Check one of the following: The deed is:
 - a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt please skip items 4-6 and go to Item No. 7 of this affidavit.
- If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ___ or No _____. This realty was purchased with the funds of the principal.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$599,180.00.
 - b. ___ The fee is computed on the fair market value of the realty, which is \$_____.
 - c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED Recording Fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$599,180.00
 - b. Place the amount listed in item 5 above here: \$0.00
(if no amount listed, place zero here.)
 - c. Subtract line 6(b) from line 6(a) and place result here: \$599,180.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$2,218.15.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 14th day of September, 2020.

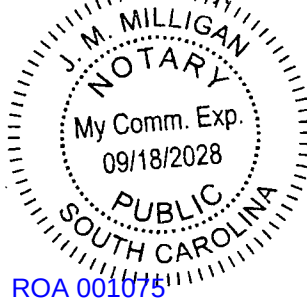
Notary Public

My Commission Expires: 9/18/28

(SEAL)

William R. Sosa-Oliver

Print or Type Name Here



RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

WEEKS & IRVINE LLC

RECORDED

Date: October 2, 2020

Time: 12:55:37 PM

Book

Page

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0921

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Deed

Michael Miller, Register
Charleston County, SC

MAKER:

EASTWOOD CONST ETC

of Pages: 4

RECIPIENT:

OLIVER DAVID R AL

Note:

Recording Fee	\$ 15.00
State Fee	\$ 1,558.70
County Fee	\$ 659.45
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 2,233.15

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From ROD

Oct 08, 2020

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP RJB

DATE 10/09/2020

36

DRAWER 5
CLERK JSW



0921

Book



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10/02/2020

Recorded Date



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Original Book



Original Page



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Doc Type



12:55:37

Recorded Time



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BP0922203

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED NINETY-FIVE THOUSAND AND NO/100 (\$595,000.00) DOLLARS**, and **subject to the restrictions, exceptions and limitations, if any**, as hereinafter set forth, to the Grantor paid by **JOSEPH C. ALLIO AND JAN L. ALLIO**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **JOSEPH C. ALLIO AND JAN L. ALLIO, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 135, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

**Grantee's Address: 1138 Tebalt Drive
Johns Island, SC 29455**

TMS No.: 312-02-00-089

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **JOSEPH C. ALLIO AND JAN L. ALLIO, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my hand and seal this 18th day of September in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ginda Collins
Witness No. 1

Thins TS
Witness No. 2

Eastwood Construction, LLC, a North
Carolina limited liability company

BY: [Signature]
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

Eastwood Construction Partners, LLC
Ska

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

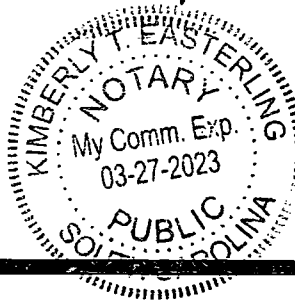
ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 18 day of September, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Thins TS
Notary Public
My Commission Expires: 3-27-23
{20-13334HH - Allio}
(SEAL)



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)
) **AFFIDAVIT**
)

Date of Transfer of Title

September 18, 2020

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
 2. The property being transferred by Eastwood Construction Partners, LLC TO Joseph C. Allio and Jan L. Allio on September 18, 2020 is located at 1138 Tebalt Drive, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-089.
 3. Check one of the following: The deed is:
 - a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt please skip items 4-6 and go to Item No. 7 of this affidavit.
- If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ___ or No _____. This realty was purchased with the funds of the principal.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$595,000.00.
 - b. ___ The fee is computed on the fair market value of the realty, which is \$_____.
 - c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
 5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
 6. The DEED Recording Fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$595,000.00
 - b. Place the amount listed in item 5 above here: \$0.00
(if no amount listed, place zero here.)
 - c. Subtract line 6(b) from line 6(a) and place result here: \$595,000.00
 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$2,201.50.
 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 18th day of September, 2020.

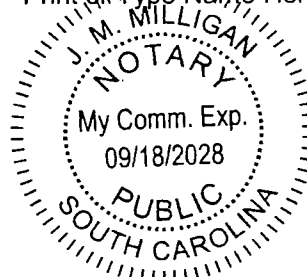
Notary Public

My Commission Expires: 9/18/28

(SEAL)

Joseph C. Allio

Print or Type Name Here



RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

WEEKS & IRVINE LLC

RECORDED

Date: October 5, 2020

Time: 11:36:13 AM

Book

Page

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203

Deed

Michael Miller, Register
Charleston County, SC

MAKER:

EASTWOOD CONSTRUCTION ETC

of Pages: 4

RECIPIENT:

ALLIO JOSEPH C AL

Note:

Recording Fee \$ 15.00

State Fee \$ 1,547.00

County Fee \$ 654.50

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 2,216.50

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From ROD

Oct 12, 2020

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

RJB

REP

DATE 10/12/2020

36

DRAWER Drawer 5
CLERK JSW



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10/05/2020

Recorded Date



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11:36:13

Recorded Time



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Recording Requested By and
When Recorded Mail to:
Weeks & Irvine, LLC
8086-B Rivers Avenue
North Charleston, SC 29406

(Space above this line for recorders use)

STATE OF SOUTH CAROLINA

)

QUIT CLAIM DEED

)

**** TITLE NOT EXAMINED OR CERTIFIED ****

COUNTY OF CHARLESTON

WHEREAS, Grantor desires to quit claim all interest Grantor has in the below described property to
GRANT MYRON NELSON AND CATHERINE H. NELSON.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that **GRANT MYRON NELSON** ("Grantor"), for and in consideration of the sum of **FIVE AND NO/100 (\$5.00) DOLLARS**, and no other monetary consideration, and the quit claiming of any interest in the property described below to Grantee(s), in hand paid at and before the sealing and delivery of these presents, by **GRANT MYRON NELSON AND CATHERINE H. NELSON**, ("Grantee"), the receipt whereof is hereby acknowledged, has remised, released and forever quit claimed, and by these presents does remise, release and forever quit claim unto the said Grantee(s) **GRANT MYRON NELSON AND CATHERINE H. NELSON, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON** the following described property:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as Lot 134, Phase 4, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina.

THIS BEING a portion of the property conveyed to Grant Myron Nelson by deed of Eastwood Construction Partners, LLC, a North Carolina Limited Liability Company dated September 29, 2020 and recorded in the Charleston County Register of Deeds Office on October 15, 2020, in Book 0925, Page 739.

GRANTEE'S ADDRESS: 1144 Tebalt Drive
Johns Island, SC

TMS NO.: 312-02-00-088

Weeks & Irvine, LLC
8086-B Rivers Avenue, North Charleston, SC 29406
20-18562NU *Nelson 12/2020*

ROA 001081

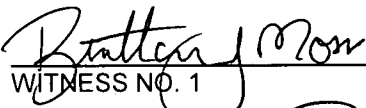
ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1002838

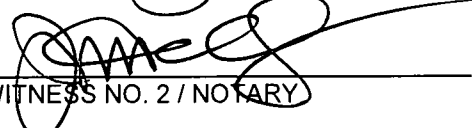
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

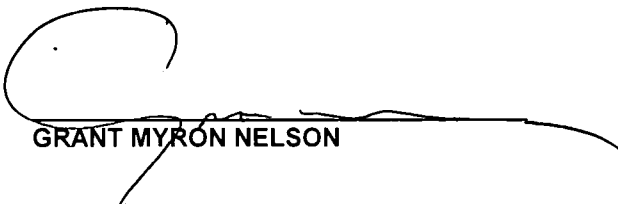
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee(s) **GRANT MYRON NELSON AND CATHERINE H. NELSON, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON** and Grantee's successors and heirs forever so that neither the said Grantor, nor Grantor's assigns, nor Grantor's heirs nor any other person or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed, sealed and delivered by its duly authorized representative this .

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS NO. 1


WITNESS NO. 2 / NOTARY

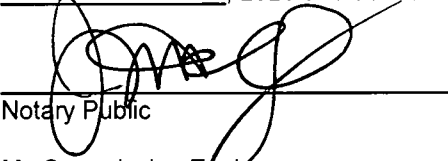

GRANT MYRON NELSON

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Before me personally appeared Grant Myron Nelson on this the 2nd day of December, 2020 and acknowledged the due execution of the foregoing instrument.


Notary Public

My Commission Expires:

(SEAL)



STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

AFFIDAVIT

Date of Transfer of Title

December 2, 2020

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 1144 Tebalt Drive, Johns Island, SC, bearing County Tax Map Number 312-02-00-088, was transferred by Grant Myron Nelson TO Grant Myron Nelson and Catherine H. Nelson, on December 2, 2020.

3. Check one of the following: The deed is:

- a. ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- b. ☐ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- c. ☒ EXEMPT from the deed recording fee because #1: Less than \$100 consideration. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

- a. ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
- b. ☐ The fee is computed on the fair market value of the realty, which is \$_____.
- c. ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.

6. The DEED Recording Fee is computed as follows:

- a. Place the amount listed in item 4 above here: \$0.00
- b. Place the amount listed in item 5 above here: \$0.00
(if no amount listed, place zero here.)
- c. Subtract line 6(b) from line 6(a) and place result here: \$0.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

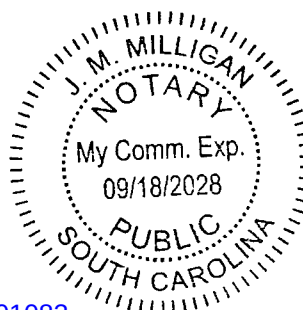
SWORN to before me this the 2nd day of
December, 2020.

Notary Public

My Commission Expires: 9/18/28

(SEAL)

Grant Myron Nelson
Print or Type Name Here



RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

WEEKS & IRVINE LLC

RECORDED

Date: December 18, 2020

Time: 1:21:32 PM

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Q/Claim

Michael Miller, Register
Charleston County, SC

MAKER:

NELSON GRANT M

of Pages: 4

RECIPIENT:

NELSON GRANT M AL

Note:

Recording Fee \$ 15.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 15.00

Original Book:

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AUDITOR STAMP HERE

RECEIVED From ROD

Jan 14, 2021

Peter J. Tecklenburg

Charleston County Auditor

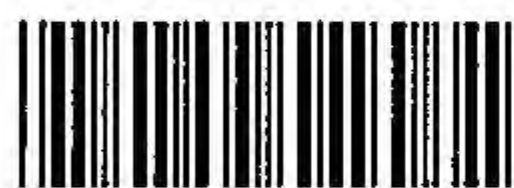
PID VERIFIED BY ASSESSOR

REP RJB

DATE 01/14/2021

31

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CLERK SLW



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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100 (\$565,525.00) DOLLARS**, and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by **WILLIAM STEWART AND KENDRA N. STEWART**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **WILLIAM STEWART AND KENDRA N. STEWART, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 142, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

**Grantee's Address: 1101 Tebalt Drive
Johns Island, SC 29455**

TMS No.: 312-02-00-096

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **WILLIAM STEWART AND KENDRA N. STEWART, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC 20-17024HH/stewart
8086 Rivers Ave. 2nd Floor 12/20
North Charleston, SC 29406

ROA 001085

ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CPI002838

WITNESS my hand and seal this 9 day of December in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ginda Collins

Witness No. 1

Thom TS

Witness No. 2

Eastwood Construction, LLC, a North
Carolina limited liability company

BY:

Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

*aka Eastwood Construction
Partners, LLC*

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 9 day of December, 2020, by Mark W. Weeks or Robert L. Irvine, III as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Thom TS

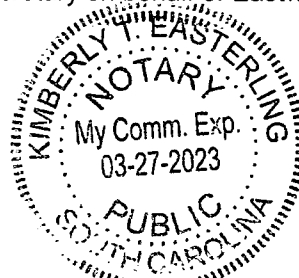
Notary Public

My Commission Expires:

3-27-23

{20-17024HH - Stewart}

(SEAL)



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

)
) **AFFIDAVIT**
)

Date of Transfer of Title
December 17, 2020

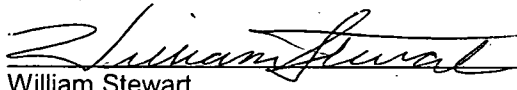
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

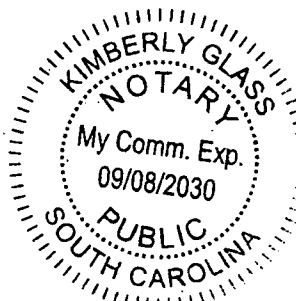
1. I have read the information on this Affidavit and I understand such information.
 2. The property being transferred is located at 1101 Tebalt Drive, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-096, was transferred by Eastwood Construction Partners, LLC TO William Stewart and Kendra N. Stewart on December 9, 2020.
 3. Check one of the following: The deed is:
 - a. ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. ☐ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. ☐ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.
- If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐. This realty was purchased with the funds of the principal.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$565,525.00.
 - b. ☐ The fee is computed on the fair market value of the realty, which is \$_____.
 - c. ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
 5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
 6. The DEED Recording Fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$565,525.00
 - b. Place the amount listed in item 5 above here: \$0.00
(if no amount listed, place zero here.)
 - c. Subtract line 6(b) from line 6(a) and place result here: \$565,525.00
 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$2,094.20.
 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 17th day of December, 2020.

Notary Public

My Commission Expires: 09/08/2030
(SEAL)


William Stewart
Print or Type Name Here



RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

WEEKS & IRVINE LLC

RECORDED

Date: January 14, 2021

Time: 8:48:37 AM

Book

Page

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914

Deed

Michael Miller, Register
Charleston County, SC

MAKER:

EASTWOOD CONST ETC

RECIPIENT:

STEWART WILLIAM AL

of Pages: 4

Note:

Recording Fee \$ 15.00

State Fee \$ 1,471.60

County Fee \$ 622.60

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 2,109.20

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From ROD

Feb 05, 2021

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

MKD

REP

02/08/2021

DATE

36

DRAWER Drawer 8
CLERK ANF



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01/14/2021

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Recorded Time



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STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED EIGHTY AND NO/100 (\$569,280.00) DOLLARS**, and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by **DEREK A. WOLPERT AND MOYCA POSTRAK**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **DEREK A. WOLPERT AND MOYCA POSTRAK**, as **Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 145, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

**Grantee's Address: 2932 Sarnoff Street
Johns Island, SC 29455**

TMS No.: 312-02-00-099

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **DEREK A. WOLPERT AND MOYCA POSTRAK, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406

20-17039-1111 / wolpert

ROA 001089

ELECTRONICALLY FILED - 2022 Feb 01 4:13 PM - CHARLESTON - COMMON PLEAS - CASE#2021CPI002838

WITNESS my hand and seal this 21 day of December in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gilda Collins

Witness No. 1

Kim T

Witness No. 2

Eastwood Construction, LLC, a North
Carolina limited liability company

BY: [Signature]

Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 21 day of December, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Kim T

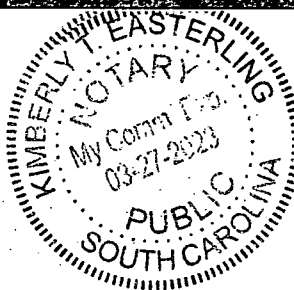
Notary Public

My Commission Expires:

{20-17039HH - Wolpert & Postrak}

(SEAL)

3.27.23



COUNTY OF CHARLESTON

)
) **AFFIDAVIT**

Date of Transfer of Title

December 29, 2020

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 2932 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-099, was transferred by Eastwood Construction Partners, LLC TO Derek A. Wolpert and Moyca Postrak on December 21, 2020.
3. Check one of the following: The deed is:

a. ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

b. ____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

c. _____ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.)

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
- a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$569,280.00.
- b. The fee is computed on the fair market value of the realty, which is \$_____.
- c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$

6. The DEED Recording Fee is computed as follows:
- | | |
|---|---------------------|
| a. Place the amount listed in item 4 above here: | <u>\$569,280.00</u> |
| b. Place the amount listed in item 5 above here:
(if no amount listed, place zero here.) | <u>\$0.00</u> |
| c. Subtract line 6(b) from line 6(a) and place result here: | \$569,280.00 |

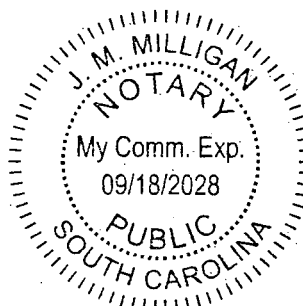
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$2,107.15.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 29th day of December,
2020.

Notary Public

My Commission Expires:
(SEAL)

Derek A. Wolpert
Print or Type Name Here



RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



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WEEKS & IRVINE LLC

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Date: January 20, 2021

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Deed

Michael Miller, Register
Charleston County, SC

MAKER:

EASTWOOD CONST LLC

of Pages: 4

RECIPIENT:

WOLPERT DEREK A AL

Note:

Recording Fee \$ 15.00

State Fee \$ 1,480.70

County Fee \$ 626.45

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 2,122.15

Original Book:

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AUDITOR STAMP HERE

RECEIVED From ROD

Feb 09, 2021

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP MKD

DATE 02/09/2021

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