

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

CONTRACT OF SALE

THIS AGREEMENT is made this 13<sup>th</sup> day of ~~April~~ MAY, 2002 between Windjammer Village of Little River Homeowners Association, Inc., hereinafter referred to as "Seller" and Elizabeth A. Crotty, hereinafter referred to as "Purchaser".

Purchaser agrees to purchase and Seller agrees to sell, that certain tract of land in Horry County, South Carolina, more particularly described on Exhibit "A" attached hereto.

Subject to all covenants of record (provided they do not make the title uninsurable) and to all governmental statutes, ordinances, rules and regulations.

The purchase price is Thirty Five Thousand One and No/100ths (\$35,001.00) Dollars to be paid as follows: \$3,501.00 has been paid to Seller, the receipt of which is hereby acknowledged, to be held in trust by the Seller until closing, and the balance of \$31,500.00 is due upon closing in certified funds.

Taxes, assessments, HOA dues and all other applicable pro rata items (as and when collected) shall be adjusted as of the date of delivery of the deed.

This sale includes no personal property.

This sale is conditioned upon: (1) clear title.

Seller agrees to convey insurable title and deliver a proper statutory warranty deed free of encumbrances except as herein stated, with all stamps affixed thereto. The closing shall take place at the office of Purchasers' attorney within Sixty (60) days from the date of execution of this agreement, or earlier if mutually agreeable.

Closing costs shall be paid by Purchaser with the exception of deed preparation and

PLAINTIFF'S EXHIBIT  
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dec 3 6-22-11

EXHIBIT  
F  
Blumberg No. 5208

deed documentary stamps which shall be paid by Seller.

Purchaser shall be responsible for all permits, impact fees, tap-in fees and deposits for utilities to said tract.

Purchaser does hereby acknowledge that the property described in Exhibit "A", attached hereto, is subject to the Declaration of Covenants and Restrictions for Windjammer Village of Little River Subdivision. Any proposed construction, alteration or modification to the structure located on the property shall be submitted to the Windjammer Village of Little River Homeowners Association, Inc. as stated in the Restrictions and By-Laws for Windjammer Village of Little River. The premises may not be used as a bathhouse and shall be converted to a single family dwelling and shall conform with the R-7 Zoning regulations of Horry County, South Carolina. The Purchaser shall locate all underground utility lines prior to any construction. It is further agreed that access to this property shall be from Gamecock Circle. This paragraph shall survive the closing.

In case the property herein referred to is destroyed wholly or partially by fire or other casualty, Purchaser shall have the option for ten days thereafter of proceeding hereunder, with an agreed adjustment in the purchase price, or of terminating this agreement and being repaid all amounts paid hereunder.

Upon default by the Purchaser, the Seller may retain all sums paid pursuant to this contract, and rescind this Contract. Upon default by the Seller, Purchaser may enforce this Contract by an action at law or in equity. The defaulting party shall pay all the actual costs incurred by the non-defaulting party, including but not limited to the costs of title examination and attorney's fees.

This agreement constitutes the entire contract and can only be changed by written agreement between the parties.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

WITNESS the parties hereto by their hands and seals the day and year first above written.

In the Presence of:

Windjammer Village of Little River HOA, Inc.

Margaret Skelton  
Witness  
Myrtle E. Luper  
Witness

By: Andrew G. Anderson  
Its President

By: Caryn R. Remington  
Its Vice-President

Victoria Chilton  
Witness  
Shirley A. Morrison  
Witness

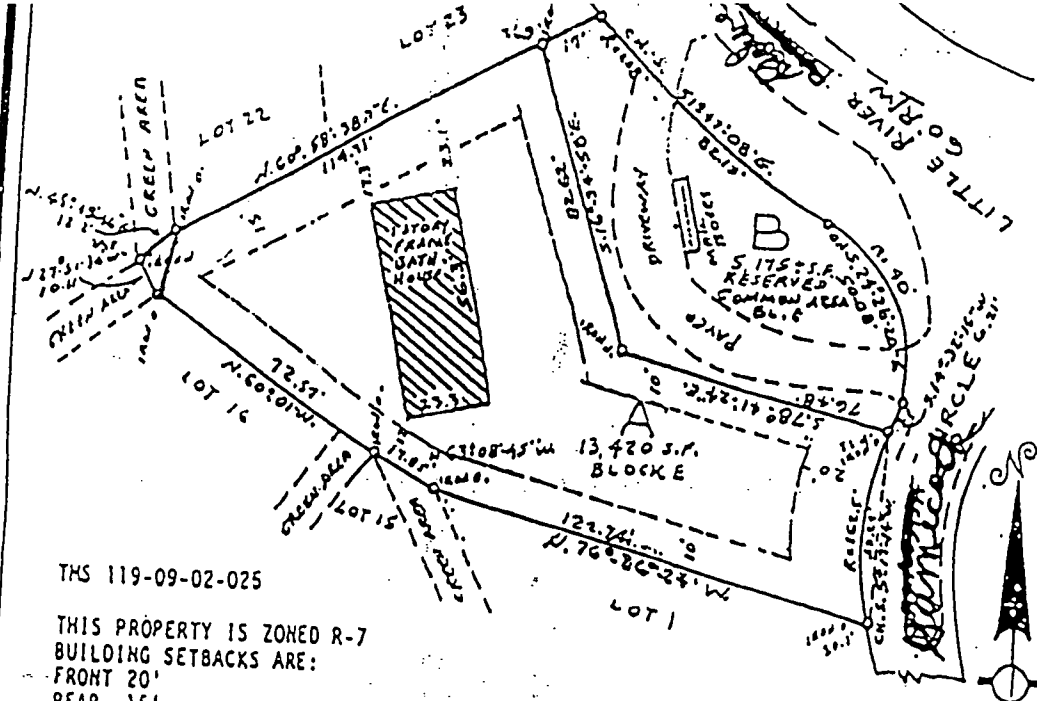
Elizabeth A. Crotty  
Elizabeth A. Crotty, Purchaser

EXHIBIT - "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Little River Township, Horry County, South Carolina, being designated as LOT A, Block E of Windjammer Village of Little River, as appears upon a plat of said property by C. B. Berry, R.L.S., dated November 16, 1998 and attached hereto as Exhibit "B".

The address for the above referenced Lot is 2148 Gamecock Circle, Little River, SC 29566.

TMS # 119-09-02-025



THS 119-09-02-025

THIS PROPERTY IS ZONED R-7  
 BUILDING SETBACKS ARE:  
 FRONT 20'  
 REAR 15'  
 SIDES 10'

THIS PROPERTY IS LOCATED IN FLOOD ZONE X  
 COMMUNITY PANEL NO. 450104 0367 F  
 EFFECTIVE DATE: SEPT. 3, 1992

MAP SHOWING DIVISION  
 OF COMMON AREA LOT IN  
 BLOCK E OF WINDJAMMER VILLAGE  
 NEAR LITTLE RIVER - Horry County, S. C.

CERTIFICATE OF OWNERSHIP & DEDICATION  
 WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED.

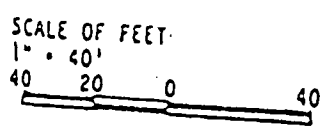
REF: DEED RECORDED IN DEED BOOK 780, PAGE 660, Horry COUNTY RECORDS.  
 OWNED BY  
 WINDJAMMER VILLAGE PROPERTY OWNERS ASSOCIATION

*Donald F. ...*  
 FOR WINDJAMMER VILLAGE PROPERTY OWNERS ASSOCIATION  
 DATE 11/16/98

ELEVATIONS ARE FROM U. S. QUADRANGLE MAP "CALABASH."

APPROVED FOR RECORDING

*Joseph ...*  
 11/18/98



I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with requirements of the Minimum Standards Manual for the practice of land surveying in South Carolina and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

*C. B. Berry*  
 C. B. BERRY, R.S., S.C. NO. 2075  
 NORTH MYRTLE BEACH, S.C. 29582  
 (803) 272-6303  
 NOVEMBER 16, 1998

*Patrick has court earlier*

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF HORRY          )

EXTENSION OF CONTRACT

WHEREAS, Windjammer Village of Little River Homeowners Association, Inc., hereinafter referred to as "Seller" and Elizabeth A. Crotty, hereinafter referred to as "Purchaser" entered into a contract of sale for Lot A, Block E of Windjammer Village of Little River dated May 13, 2002; and

WHEREAS, due to circumstances outside of the parties control, the closing will not take place within sixty (60) days from the date of the execution of contract; and

WHEREAS, both Seller and Purchaser agree to extend the closing date until on or before July 15, 2002;

NOW THEREFORE, the closing date as stated in the contract of sale dated May 13, 2002 for the purchase of Lot A, Block E of Windjammer Village of Little River shall be amended to July 15, 2002; and

All other terms and conditions of the contract of sale dated May 13, 2002 shall remain in effect.

WITNESSED this 27<sup>th</sup> day of June, 2002.

In the Presence of:

*Debrah Minda*  
Witness

*Debrah Minda*  
Witness

Windjammer Village of Little River HOA, Inc.

By: *Robert H. Johnson*  
Its President

By: *Maureen*  
Its Vice-President

*R. Elizabeth Mayner*  
Witness

*Jane ma Roper*  
Witness

*Elizabeth A. Crotty*  
Elizabeth A. Crotty, Purchaser