

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 THOMAS D. HOWE and SHERRY J.)
 HOWE,)
)
 Plaintiffs,)
)
 vs.)
)
 CLAUDIA FABIANO and BEACH)
 COLONY RESORT HOMEOWNERS)
 ASSOCIATION, INC.)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 FIFTEENTH JUDICIAL CIRCUIT
 CASE NO. 2020-CP-26-02870

RECEIVED
Oct 29 2021
 SC Court of Appeals

MASTER'S REPORT AND JUDGMENT OF FORECLOSURE AND SALE
(JUDGMENT AMOUNT \$98,718.21)

This matter comes before me pursuant to an Order of Reference signed by the Honorable Renee N. Elvis, Clerk of Court for Horry County, on May 5, 2020 and filed with the Clerk of Court for Horry County on May 5, 2020. The Order of Reference provides that I am to take testimony arising out of the pleadings and to make Findings of Fact and Conclusions of Law, with authority to enter final judgment, with any appeal directly to the South Carolina Supreme Court or the Court of Appeals, as appropriate.

Pursuant to said Order of Reference, a hearing was held on September 20, 2021 at 9:00am in the courtroom for the Master-in-Equity for Horry County, at which time testimony was taken. Present on behalf of the Plaintiffs ^{were GAH} ~~was~~ Daniel J. MacDonald, Esquire, Thomas D. Howe, and Sherry J. Howe. Present on behalf of the Defendant, Claudia Fabiano, were Claudia Fabiano and Kevin Fabiano. Present on behalf of the Defendant, Beach Colony Resort Homeowners Association, Inc., was Paige F. Bellamy, Esquire. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT

1. That the Lis Pendens, Summons and Complaint in this matter were filed on May 5, 2020. The Summons and Complaint were filed within twenty (20) days of the Lis Pendens.

2. That service of the Summons, Complaint, Lis Pendens, Certificate of Compliance with the Corona Virus Aid, Relief, and Economic Security Act, Affidavit of Thomas D. Howe, Motion for Referral, and Order of Reference was made upon the Defendant, Claudia Fabiano, via certified mail on May 23, 2020 and via publication in the Myrtle Beach Herald for three (3) successive weeks with the final publication taking place on June 12, 2020, and upon the Registered Agent for the Defendant, Beach Colony Resort Homeowners Association, Inc., via personal service on May 5, 2020, as evidenced by the affidavits and proofs of service filed with the Court.

3. That all Defendants have been properly served, the action has been filed in the proper county and state, the Lis Pendens has been filed in the correct county and state, and this Court has jurisdiction over this matter

4. That the Defendants, Claudia Fabiano and Beach Colony Resort Homeowners' Association, Inc., have been properly served and have filed Answers with Court on July 10, 2020 and September 3, 2020 respectively.

5. All Defendants have received proper notice of the reference of the case to the Master-in-Equity from the Plaintiffs.

6. The Defendant, Claudia Fabiano, filed for bankruptcy protection during the pendency of this action under Chapter 13 on November 12, 2020 in the Middle District of Pennsylvania in case number 5:20-bk-03291-RNO. Said bankruptcy case was dismissed on June 23, 2021 by Order of the Honorable Henry W. Van Eck, Chief Bankruptcy Judge. The indebtedness subject to this foreclosure action was not discharged in the bankruptcy. The automatic stay has been lifted by the Order of Dismissal issued by the United States Bankruptcy Court, thus allowing the Plaintiffs to proceed with their judicial foreclosure action. (Plaintiffs' Exhibit 2)

7. All Defendants were notified of the date, time, and place of this hearing. (Plaintiffs' Exhibit 1)

8. According to the testimony, there is no Defendant in the military service of the United States of the America, as contemplated under Soldiers and Sailors Civil Relief Act of 1940, and any amendments thereto.

9. That the Plaintiffs are the owners and holders of the Note secured by the Mortgage being foreclosed herein.

10. That, on or about August 3, 2018, the Defendant, Claudia Fabiano (hereinafter "Fabiano"), for value received executed and delivered to the Plaintiffs a Fixed Rate Promissory Note in the original principal sum of Sixty-Six Thousand and No/100 (\$66,000.00) Dollars, with interest thereon. A copy of said Promissory Note was attached to the Complaint as Exhibit A, and is incorporated herein by reference. (Plaintiffs' Exhibit 3)

11. That, simultaneous with the execution of the Promissory Note, and in order to secure the payment thereof, the Defendant Fabiano executed and delivered to the Plaintiffs that certain purchase money Real Estate Mortgage dated August 3, 2018 and recorded in the Office of the Register of Deeds for Horry County on August 7, 2018 in Mortgage Book 6015 at Page 2829, wherein and whereby said Defendant mortgaged to the Plaintiffs the real property more fully described therein. A copy of said Mortgage of Real Estate was attached to the Complaint as Exhibit B, and is incorporated herein by reference. (Plaintiffs' Exhibit 4)

12. That paragraph 11 of the Mortgage further grants the Plaintiffs an Assignment of Rents, wherein and whereby the Defendant Fabiano assigned and granted a continuing security interest in and conveyed to the Plaintiffs all of said Defendant's right, title and interest in and to the rents from the subject property. (Plaintiffs' Exhibit 4)

13. That the subject property has been improved to include buildings, parking improvements, utilities services, etc., which are permanently affixed thereto. That all improvements located on the subject real property are subject to the Mortgage executed and delivered to the Plaintiffs by the Defendant Fabiano. (Plaintiffs' Exhibit 4)

14. That the Note, Mortgage, and Assignment of Rents (hereinafter collectively "Loan Documents") are a FIRST, superior, and prior lien against the subject property, and that all other liens and judgments are inferior and subsequent to those of the Plaintiffs herein.

15. That the subject loan is secured by a Mortgage on residential property used as a second residence, and not as a primary residence. The loan is not subject to modification under the Home Affordable Modification Program ("HMP") in the United States Treasury Supplemental Directive 09-01, and is not an FNMA/FMLC, USDA,

FHA, or VA loan or guaranteed by "Fannie Mae" or "Freddie Mac" or a servicer who has signed an agreement to participate in the HMP for this particular loan. The loan is not subject to any CARES Act provisions regulating foreclosures on FNMA/FMLC, USDA, FHA, or VA loans.

16. That the real property being foreclosed is non-owner occupied.

17. That the Loan Documents provide that the mortgagor will promptly pay the principal and interest evidenced by the Note at the time and in the manner therein provided and, if not, the entire balance shall become due.

18. That the Defendant Fabiano has failed to make payments required by The Loan Documents, and that there is due and owing, as of September 20, 2021, the sum of Sixty-Two Thousand Nine Hundred Fifty-Nine and 50/100 (\$62,959.50) Dollars in principal, plus interest at 6.00% per annum from October 1, 2019 until paid in full, plus late fees on any unpaid installments of principal from date of maturity or default until paid in full at the rate of 5.00% of each unpaid installment, plus fees and costs advanced by the Plaintiffs as provided for in the Loan Documents and to protect the parties' interest in the property, including Homeowners' Association fees, real property taxes, insurance, storage fees, and the like.

19. That the Defendant Fabiano has defaulted in the payment of the Loan Documents by failing to pay the Plaintiffs, on demand, the principal due under said documents, and all interest due thereon. Said Loan Documents are therefore in default, and the Plaintiffs have declared the entire balance of principal and interest to be immediately due and payable.

20. That all notices required, if any, have been given by the Plaintiffs to the Defendants. (Plaintiffs' Exhibit 5)

21. That page 1 of the Promissory Note provides: "If this note is not paid when due, all Obligors agree to all costs and expenses of collection, including reasonable attorney's fees and legal expenses, all of which are secured by the Collateral". (Plaintiffs' Exhibit 3). The Plaintiffs engaged an attorney to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiffs' equity position as a direct result of increasing losses from the running interest.

22. That paragraph 6 of the Mortgage provides that the Defendant Fabiano is liable for the attorney's fees and costs associated with the Plaintiffs' defense and protection of their interests in the said bankruptcy proceedings, which provision states:

"If Borrower fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the property, including, but not limited to...insolvency...or proceedings involving a bankrupt...then Lender at Lender's option, on notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees...Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest, shall become additional indebtedness of Borrower secured by this mortgage." (Plaintiffs' Exhibit 4)

23. That the Plaintiffs were required to retain counsel for the collection of the balance due under the Loan Documents and foreclosure of their Mortgage. Additionally, the Plaintiffs were required to retain counsel in South Carolina and Pennsylvania to protect their interests in the Chapter 13 bankruptcy case of the Defendant Fabiano.

24. That in awarding attorneys' fees, I have considered all six (6) factors as set forth in Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989). Additionally, I believe this fee is in accordance with the Loan Documents. In view of the potential liabilities inherent in a real property matter, the attendance responsibilities, the size of the mortgage debt, the extensive efforts required for service in this case, attending to the tax status of the property, discussions with the Homeowners Association, and the professional standing of the Plaintiffs' counsel, I find that a reasonable attorney's fee would be Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars for Daniel J. MacDonald, Esquire for litigating the collection and foreclosure action. Additionally, I find that reasonable attorneys' fees and costs for counsel representing the Plaintiffs in the bankruptcy filing of the Defendant Fabiano is Seven Thousand Five Hundred Sixty-Eight and 70/100 (\$7,568.70) Dollars for Joseph H. Wachter, Esquire, and Three Thousand Five Hundred Forty-Eight and No/100 (\$3,548.00) Dollars for David J. Harris, Esquire. Paragraph 6 of the Mortgage provides that "...if any action or proceeding is commenced which materially affects Lender's

interest in the property, including, but not limited to, eminent domain, *insolvency*, code enforcement, or arrangements or proceedings involving a *bankrupt* or decedent..." (emphasis added) in which the Plaintiffs make an appearance, disburse sums, and take actions necessary to protect the Plaintiffs' interest in the property, the Plaintiffs are entitled to reasonable attorneys' fees. Further, paragraph 6 provides that "Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest, shall become additional indebtedness of Borrower secured by this mortgage." (Plaintiffs' Exhibit 4)

25. That the amount due and owing under the Loan Documents as of September 20, 2021 is the sum of Sixty-Two Thousand Nine Hundred Fifty-Nine and 50/100 (\$62,959.50) Dollars in principal, plus interest at 6.00% per annum from October 1, 2019 until paid in full, plus late fees on any unpaid installments of principal from date of maturity or default until paid in full at the rate of 5.00% of each unpaid installment, plus fees and costs advanced by the Plaintiffs as provided for in the Loan Documents and to protect the parties' interest in the property, including Homeowners' Association fees, real property taxes, insurance, storage fees and the like, as provided for in the Loan Documents, which sums were as follows:

a. Principal Due as of 10/1/2019	\$62,959.50
b. Interest from 10/1/2019 to 09/20/21	\$ 7,452.00
c. Late Charges to 09/20/21	\$ 294.34
d. Real property taxes paid by Plaintiffs	
tax year 2019	<u>\$ 1,199.17</u>
tax year 2020	<u>\$ 1,120.22</u>
Subtotal	\$73,025.23
e. Attorney=s fees (MacDonald)	\$12,500.00
Attorney's fees (Wachter)	\$ 7,568.70
Attorney's fees (Harris)	\$ 3,548.00
f. Costs (Litigation)	<u>\$ 2,076.28</u>
Total Debt	\$98,718.21

26. That the Plaintiffs are entitled to interest on the balance due from September 21, 2021 until paid in full at a rate of 6.00% per annum.

27. That the Plaintiffs are seeking foreclosure of and bar of the Defendants' equity of redemption, if any, under the Loan Documents.

28. That the Plaintiffs waived their rights to seek a deficiency judgment against the Defendant Fabiano after the sale of the mortgaged premises in the event the sale of real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the Plaintiffs.

29. That the Defendant, Beach Colony Resort Homeowners Association, Inc., claims an interest in or lien upon the premises covered by the Plaintiffs' Mortgage, or some part thereof, by virtue of matters and things set forth in the Plaintiffs' Complaint; however, any such interest in or lien upon the subject premises is junior and subordinate to that of the Plaintiffs' Mortgage or does not attach to the property, or has been paid in full and not satisfied of record, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of each such interest or lien will be determined at a hearing subsequent to the sale as prescribed by law.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

30. The Plaintiffs' Mortgage constitutes ^{CAH} FIRST liens on the subject real property, subject only to any lien for unpaid Horry County ad valorem taxes, if any, on the subject real property.

31. The Plaintiffs should have judgment of foreclosure of their Mortgage.

32. The Defendant Fabiano, having breached the terms of the Loan Documents, is liable to the Plaintiffs, and the Plaintiffs should have judgment against the Defendant Fabiano for the total sum of Ninety-Eight Thousand Seven Hundred Eighteen and 21/100 (\$98,718.21) Dollars plus interest in the amount of 6.00% per annum from September 21, 2021 until paid in full, which includes attorney's fees and costs.

33. The Plaintiffs, as a result of the Defendant Fabiano's breach, should have judgment of foreclosure in bar of the Defendants' equity of redemption, if any.

34. That, until the date of sale, the Plaintiffs shall have the right to apply for additional charges to the amount due for items such as cost of the Notice of Sale, hearing transcripts, appraisal fees, insurance, or real property taxes paid in accordance with the Loan Documents.

35. That the property subject to the Loan Documents should be ordered sold at a public auction after due advertisement.

36. That the proceeds arising from such sale should be applied: first, to the costs and disbursements of this action; next, to the payment and discharge of taxes and assessments due on the date of the sale; next, to the payment and discharge of any amount of the Defendant's judgment debt and interest, or so much thereof as proceeds will pay; and any surplus should be held pending further order of the Court.

37. That the Plaintiffs, their agents and employees shall be allowed access to the subject property for the purpose of inspection prior to the public sale.

38. That in the event of the failure of a representative of the Plaintiffs to appear on the date and time specified for the sale of the property, the foreclosure sale shall be canceled and continued until the next convenient sale date thereafter; and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sale day shall be on Tuesday next succeeding such holiday.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Pursuant to Rule 53(e) of the South Carolina Rules of Civil Procedure this Order shall constitute a Final Judgment.

2. That there is due to the Plaintiffs under the Loan Documents the sum of Ninety-Eight Thousand Seven Hundred Eighteen and 21/100 (\$98,718.21) Dollars, and the Plaintiffs are hereby **granted judgment** against the Defendant Fabiano in the amount of Ninety-Eight Thousand Seven Hundred Eighteen and 21/100 (\$98,718.21) Dollars.

3. That the judgment sum of Ninety-Eight Thousand Seven Hundred Eighteen and 21/100 (\$98,718.21) Dollars shall accrue interest on the principal at the rate of 6.00% per annum from September 21, 2021 until paid in full.

4. That the Defendant Fabiano being liable for the aforesaid debt, shall, on or before the date of sale of the said property hereinafter described, pay to the Plaintiffs or Plaintiffs' attorney the amount of the Defendant's debt as aforesaid together with the attorney's fees, costs and disbursements of this action.

5. That on default of payment, at or before the time herein indicated, the premises subject to the Loan Documents described in the Complaint, and as hereinafter set forth, be sold by the undersigned Master-in-Equity at public auction at the Horry County Government and Justice Center in Conway, South Carolina on some convenient sale date hereafter; and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday, on the following terms:

a. For cash: The undersigned will require the deposit of five (5%) percent on the amount of the bid (OR EQUIVALENT), same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance same to be forfeited and applied to the costs and the Defendant's debt.

b. The sale shall be subject to taxes, assessments, easements, covenants and restrictions of record, which shall be paid by the purchaser.

c. Purchaser to pay for preparation and cost of recording the deed, deed stamps, transfer fees and Master-in-Equity Commissions or fees, if any.

6. Should the sale of the property fail to generate sufficient proceeds to pay the full indebtedness of the Defendant Fabiano, the Plaintiffs have waived their rights to a deficiency judgment against the Defendant Fabiano.

7. In the event of the failure of a representative of the Plaintiffs to appear on the date and time specified for the sale of the property, the foreclosure sale shall be canceled and continued until the next convenient sale date thereafter; and should the regular day of judicial sale fall on a legal holiday, then and in such event, the sale day shall be on Tuesday next succeeding such holiday.

8. The Plaintiffs, their agents, and employees shall be allowed access to the subject property for the purpose of inspection prior to the public sale.

9. If the Plaintiffs are the successful bidders at said sale for a sum not exceeding the amount of costs, disbursements, expenses, and the indebtedness of the Defendant Fabiano in full, said Plaintiffs may pay the undersigned only the amount of costs, disbursements and expenses, crediting the balance on the bids on said payments and indebtedness.

10. Personal or deficiency judgment being waived, the bidding will close on the date of sale.

11. That the undersigned, by advertisement according to law, give notice of the time and place of sales and the terms thereof, and will execute to the purchaser or purchasers deed to the premises sold. The Plaintiffs and any other parties to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser or purchasers shall fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned may advertise the said premises for sale on the next or some subsequent sale date at the risk of the former highest bidder, and so from time-to-time thereafter until a full compliance shall be secured, or, at its discretion, the Plaintiffs may choose to accept the bid of the next highest bidder without further advertisement being required.

12. That the undersigned will apply the proceeds from the sale as follows: first, to payment of the costs, disbursements and expenses of this action; next, to the payment of all taxes and assessments due on the date of the sales; next, to the payment to the Plaintiffs or Plaintiffs' attorney of the amount of the Defendant's debt and interest or so much thereof as purchase money will pay on same; any surplus funds held pending further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that in the event a successful purchaser is other than the Defendant in possession herein, and a Writ of Assistance is presented, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the properties sold, together with all personal property located thereon, and put the successful purchasers or their assigns in full, quiet and peaceable possession of said premises without delay, and to keep such successful purchasers or their assigns in such peaceable possession. That the real property subject to this action is residential property. A valid tenant shall, therefore, have his/her/its rights protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, and all persons whoever claiming under them, be forever barred and foreclosed of all

right, title and interest and equity of redemption in the said premises under the Loan Documents being sold or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the matter of the appointment of a Receiver on the loans subject to this action shall be held in abeyance until further hearing and/or order of this Court.

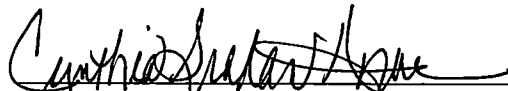
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to said sale shall contain the names only of the Plaintiffs, Thomas D. Howe and Sherry J. Howe, and the Defendants, Claudia Fabiano and Beach Colony Resort Homeowners' Association, Inc., and the Clerk of Court is authorized to omit from the indices pertaining to said conveyances the name of all parties not contained in said deed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Judgment of Foreclosure and Sale applies to the real property and collateral of the Defendant, Claudia Fabiano. The lien interests of the Defendant, Beach Colony Resort Homeowners' Association, Inc., on the subject property are hereby extinguished by virtue of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure, including but not limited to, the issuance of a Writ of Assistance, supplemental proceedings, omitted lienholders, and other issues related to the foreclosure, sale of the real property and/or deficiency judgment.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that should the property which is the subject to this action be occupied by any tenant, upon service of this Order upon the tenants, all rents shall be paid directly to the Plaintiffs from the date of this Order until the property is sold. This provision shall not affect the tenants' rights to possession, if any, under the Tenants Rights in Foreclosure Act.

AND IT IS SO ORDERED.


Honorable Cynthia Graham Howe
Master-in-Equity for Horry County

Conway, South Carolina

STATE OF SOUTH CAROLINA
 COUNTY OF HORRY
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020 CP-26-02870

THOMAS D. HOWE AND SHERRY J. HOWE

CLAUDIA FABIANO AND BEACH COLONY RESORT
 HOMEOWNERS ASSOCIATION, INC.

PLAINTIFF(S)

DEFENDANT(S)

<p>Submitted by: Daniel J. MacDonald MacDonald & Hicks, PA 1107 - 48th Avenue North, Suite 210 Myrtle Beach, SC 29577</p>	<p>Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant</p>
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCPC; Rule 41(a), SCRCPC (Vol. Nonsuit); Rule 43(k), SCRCPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (~~formal order to follow~~) Statement of Judgment by the Court: *CSH*

ORDER INFORMATION

This order ends ~~does not end~~ the case.
 Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Thomas D. Howe and Sherry J. Howe	Claudia Fabiano	\$98,718.21
Thomas D. Howe and Sherry J. Howe	Beach Colony Resort Homeowners Association, Inc.	\$0.00
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: Unit No. 1200 of Beach Colony Resort, a Horizontal Property Regime established by Master Deed recorded April 21, 1986 and recorded in Deed Book 1040 at Page 200, records of Horry County, South Carolina and all Exhibits and Amendments thereto.

Subject to all of the provisions of the aforesaid Master Deed and all Exhibits and Amendments thereto.

Together with all of the appurtenances thereto according to said Master Deed, and Exhibits and Amendments thereto, and the Grantee assumes and agrees to observe and perform their obligations under said Master Deed, Exhibits and Amendments thereto, including, but not limited to, the payment of assessments for the maintenance and operation of the dwelling and condominium. And subject to the provisions of Beach Colony Resort Homeowners Association, Inc. and to all other reservations and restrictions of record, easements, zoning ordinances and rights of way of record, including, but not limited to, those as set out on all recorded maps of Beach Colony Resort.

AND SUBJECT to all other reservations and restrictions of record, easements, zoning ordinances and rights of way of record, including those as set out on the recorded map.

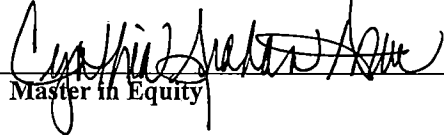
OCEANFRONT PROPERTY DISCLOSURE STATEMENT: Pursuant to S.C. Code Ann, Section 48-39-330 (1988 Supp.), the Grantor discloses to the Grantee that the property or a portion thereof is or may be subject to statutory regulation imposed by The South Carolina Coastal Zone Act of 1977, S.C. Code Ann, Sections 48-39-10 et seq. (1988 Supp.), as amended by the South Carolina Beach Management Act, S.C. Code Ann. Section 48-39-270 et. seq. (1988 Supp.), hereinafter collectively called "the Acts". The Acts involve and may subject the property to, the creation and existence of interim and final baselines, setback lines, the velocity zone and an erosion rate, all as is more fully defined in the Acts. Part or all of the property is or may be located seaward of the setback line, the minimum setback line or interim baseline, and has an erosion rate, all as determined by the South Carolina Coastal Council, n/k/a Office of Ocean Coastal Resource Management on July 1, 1998. This information is more particularly shown on that certain plat prepared by Robert L. Bellamy and Associates, recorded in the office of the Register of Deeds for Horry County, South Carolina, which plat is incorporated herein and made a part hereof by reference. All or part of the property is or may be within the velocity zone as determined by the Federal Emergency Management Agency. The Acts may also restrict the Grantee's right to build, repair or rebuild structures on the property. No structure may be constructed seaward of the setback line without a permit issued by the South Carolina Coastal Council, n/k/a Office of Ocean Coastal Resource Management. Pursuant to the Acts, the locations of the baselines and interim and final setback lines are subject to change. The methodology utilized in determining the exact location of the setback lines and baselines on the property and the currently applicable erosion rate may be obtained from the South Carolina Coastal Council n/k/a Office of Ocean Coastal Resource Management. The methodology described above must be utilized in a case-by-case, property-by-property manner in order for an exact, surveyed determination to be made of the location of the baselines and setback lines. The Grantor makes no representation to the Grantee concerning the location of such baselines, setback lines, or the velocity zone, the effect of such regulation on the property, or the accuracy of the foregoing disclosures or plat.

This being the identical property conveyed to Claudia Fabiano by Deed from Thomas D. Howe and Sherry J. Howe dated August 4, 2018 and recorded in Deed Book 4132 at Page 821, records of the Office of the Register of Deeds for Horry County, South Carolina.

Tax Map #: 174-06-17-167 / PIN#: 421-15-04-0597

Property Address: 5308 N. Ocean Blvd., Unit 1200, Myrtle Beach, SC 29577

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**


Cynthia A. Hicks
Master in Equity

3073
Judge Code

October 17, 2021
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2021 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2021 to attorneys of record or to parties (when appearing pro se) as follows:

Daniel J. MacDonald
MacDonald & Hicks, PA
1107 - 48th Avenue North, Suite 210
Myrtle Beach, SC 29577

Claudia Fabiano (Pro Se)
386 Camelback Road
Tannersville, PA 18372

Paige Fowler Bellamy, Esquire
Attorney for Beach Colony Resort HOA
PO Box 3347
Murrells Inlet, SC 29576

