

**CYNTHIA B FORTE**  
**BERKELEY COUNTY**  
**REGISTER OF DEEDS**

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

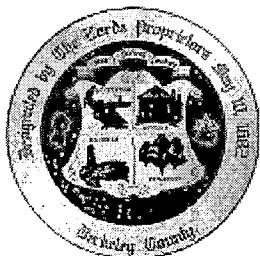
**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***



Instrument #:	2016019465		
Receipt Number:	25192	Return To:	CLAYPOOLE, J STANLEY
Recorded As:	DEED		2155 NORTHPARK LANE
Recorded On:	June 24, 2016		N CHARLESTON, SC, 29406
Recorded At:	10:14:24 AM	Received From:	CLAYPOOLE, J STANLEY
Recorded By:	JENN LARA	Parties:	
Book/Page:	RB 2207: 762 - 768		Direct- BEAZER HOMES CORP
Total Pages:	7		Indirect- COTONE, HEATHER M

**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

Recording Fee:	\$12.00
Consideration:	\$227,355.00
County Tax:	\$250.25
State Tax:	\$591.50
Tax Charge:	\$841.75



RECEIVED

JUN 24, 2016

ASSESSOR  
BERKELEY COUNTY SC  
JANET B. JUROSKO  
AUDITOR BERKELEY COUNTY SC

*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

RETURN TO: J. STANLEY CLAYPOOLE, PA  
2155 Northpark Lane  
N. Charleston, SC 29406

16-0139 JSC/ar1

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STATE OF SOUTH CAROLINA	)	
	)	<i>TITLE TO REAL ESTATE</i>
COUNTY OF BERKELEY	)	

WHEREAS, the by-laws of Beazer Homes Corp., a Tennessee corporation, provides that the board of directors may authorize any person or persons, in the name and on behalf of the corporation, to enter into or exercise and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments and such authority may be general or confined to specific instances; and the undersigned officers have been designated by the board of directors as having general authority to execute all such instructions on behalf of said corporation;

KNOW ALL MEN BY THESE PRESENTS, that BEAZER HOMES CORP., a Tennessee corporation, in the State aforesaid for/and in consideration of the sum of TWO HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 (\$227,355.00) DOLLARS, to it in hand paid at and before the sealing of these presents by HEATHER M. COTONE and MARC FRANCIS COTONE in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said *HEATHER M. COTONE and MARC FRANCIS COTONE*, the following described real property, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO

(Lot 22, The Oaks at Cane Bay, Phase 1)

Subject to, in all respects, any Restrictions, easements and/or rights of way of record.

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 HEATHER M. COTONE and MARC FRANCIS COTONE, their Heirs and Assigns forever.

AND BEAZER HOMES CORP. does hereby bind itself and its Successors, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the Premises unto the said GRANTEE, their Heirs and Assigns, against itself and its Successors or Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, BEAZER HOMES CORP. has caused these presents to be executed by Meredith A. Blackwell, its Vice President, Southeast Region, and its corporate seal to be hereto affixed this 21st day of June, in the year of our Lord two thousand sixteen (2016) and in the two hundred and fortieth (240th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

BEAZER HOMES CORP., a Tennessee  
corporation

Laurie Zimmerman

By: Meredith A. Blackwell  
Meredith A. Blackwell  
Its Vice President, Southeast Region

Laurie Zimmerman

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

The undersigned Notary Public for the State of South Carolina, do hereby certify that Beazer Homes Corp., a Tennessee corporation, by Meredith A. Blackwell, its Vice President, Southeast Region, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn to before me this  
21st day of June, A. D. 2016.

Laurie Zimmerman  
Notary Public for South Carolina  
My Commission Expires: 1/24/23



## SCHEDULE "A" TO DEED

ALL that certain piece, parcel or lot of land, situate, lying and being near the Town of Summerville, in the County of Berkeley, State of South Carolina, being shown and designated as Lot 22, The Oaks at Cane Bay, Phase 1, as shown on that certain plat entitled: "FINAL SUBDIVISION PLAT OF PHASE 1 THE OAKS AT CANE BAY, BERKELEY COUNTY, SOUTH CAROLINA, PREPARED FOR BEAZER HOMES CORPORATION", dated February 27, 2013, revised August 7, 2014, prepared by Phillip P. Gerard, PLS 26596, of Thomas & Hutton Engineering Co., and recorded in the Office of the Register of Deeds for Berkeley County in Plat Cabinet R, at Pages 348-P, 349-P, 350-P and 351-P. Said lot having such size, shape, dimensions, and boundaries as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Beazer Homes Corp., a Tennessee Corporation, by deed of Gramling Brothers Real Estate and Development, Inc. dated October 7, 2013, and recorded in the Office of the Register of Deeds for Berkeley County in Book 10419, at Page 110, on October 8, 2013.

TMS: 195-02-04-022

Address of Grantee: 139 Basket Grass Lane  
Summerville, SC 29486

SAID Lot is hereby subject to the following:

1. Protective Covenants and Restrictions of Cane Bay Plantation dated November 18, 2005, and recorded in the ROD Office for Berkeley County on November 30, 2005, in Book 5189, at Page 48.
2. First Amendment to Protective Covenants and restrictions of Cane Bay Plantation dated September 22, 2006, and recorded in the ROD Office for Berkeley County in book 6204, at page 63.
3. Second Amendment to Protective Covenants and Restrictions of Cane Bay Plantation dated January 12, 2010, and recorded in the ROD Office for Berkeley County in book 8290, at Page 82.
4. Amendment to Protective Covenants and Restrictions of Cane Bay Plantation dated February 25, 2011 and recorded on February 28, 2011, in the aforesaid Office in Book 8836, at page 250.
5. Fourth Amendment to Protective Covenants and Restrictions of Cane Bay Plantation dated June 21, 2011, and recorded in said Office on June 28, 2011, in Book 8990, at Page 221.

6. Fifth Amendment to Protective Covenants and Restrictions of Cane Bay Plantation dated September 12, 2012, and recorded in said Office on September 20, 2012, in Book 9691, at Page 322.
7. Sixth Amendment to Protective Covenants and Restrictions of Cane Bay Plantation dated October 24, 2012, and recorded in said Office on October 25, 2012, in Book 9756, at Page 219.
8. Seventh Amendment to Protective Covenants and Restrictions of Cane Bay Plantation dated July 3, 2012, and recorded in said Office on July 10, 2013, in Book 10239, at Page 42.
9. Declaration of Covenants, Restrictions and Easements for The Oaks at Cane Bay dated September 19, 2014, and recorded in the ROD Office for Berkeley County in Book 10975, at Page 254 on September 22, 2014.
10. First Supplemental Declaration of Covenants, conditions, Restrictions and Easements for the Oaks at Cane Bay (Adding Tract C-3) dated October 1, 2014, and recorded October 3, 2014, in the aforesaid Office in Book 11000, at Page 225.
11. Right of Way Easements and Agreements to Berkeley Electric Cooperative, Inc. recorded in the ROD Office for Berkeley County in Book 6424, at Page 188 and Book 11123, at Page 297.
12. Grant of Perpetual Easement to Home Telephone Company ILEC, LLC, dba Home Telecom, LLC, dated April 7, 2014, and recorded in the aforesaid office in Book 10694, at Page 75.
13. Bill of Sale for the water system to Berkeley County Water and Sanitation recorded in said Office in Book 11092, at Page 186.
14. Title to Water System to Berkeley county Water and Sanitation dated November 25, 2014, and recorded in the ROD Office for Berkeley County in Book 11092, at Page 190.
15. Title to Sewer System to Berkeley County Water and Sanitation dated November 25, 2014, and recorded in the aforesaid Office in Book 11092, at Page 194, on November 26, 2014.
16. Grant of Perpetual Easements to Berkeley County Water and Sanitation recorded in said Office in Book 11092, at Page 198 and Book 11092, at Page 205.
17. Bill of Sale for water and sewer system to Berkeley County Water and Sanitation recorded in the ROD Office for Berkeley County in Book 11302, at page 76.
18. Assignments of Density and Entitlements recorded in the ROD Office aforesaid in Book 9756, at Page 250, Book 10419, at page 81, Book 10419, at Page 104, Book 10419, at page 115; and Book 10239, at Page 59.

19. Berkeley County Stormwater Managment Prograom Covenants for Permanent Maintenance of Stormwater Systems recorded in said Office in Book 10526, at page 225, on December 18, 2013.
20. Contractors Notice of Project Commencement recorded in said Office in Book 10495, at Page 1, on November 27, 2013.
21. Any easements, rights of way, building lines, set back lines, and other matters set forth on that certain plat entitled: "FINAL SUBDIVISION PLAT OF PHASE 1, THE OAKS AT CANE BAY, BERKELEY COUNTY, SOUTH CAROLINA, PREPARED FOR BEAZER HOMES CORPORATION", dated February 27, 2013, revised August 7, 2014, prepared by Phillip P. Gerard, PLS 26596, of Thomas & Hutton Engineering Co., and recorded in the Office of the Register of Deeds for Berkeley County in Plat Cabinet R, at Pages 348-P, 349-P, 350-P and 351-P.
22. Any and all other covenants, restrictions, easements and amendments thereto of record.

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY ) AFFIDAVIT

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 located at 139 Basket Grass Lane, Summerville, SC 29486 bearing Berkeley County Tax Map Number 195-02-04-022, was transferred by Beazer Homes Corp., a Tennessee Corporation, to HEATHER M. COTONE and MARC FRANCIS COTONE on the 21st day of June, 2016.
3. Check one of the following: THE DEED IS:
  - (a) xx 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:
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) xx The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$227,355.00.
  - (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 xx \_\_\_\_\_ 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) \$227,355.00 the amount listed in item 4 above
  - (b) \_\_\_\_\_ the amount listed in item 5 above
  - (c) \$227,355.00 Subtract 6(b) from 6(a) and place result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: the purchaser(s) of the property.
8. Check if Property other than Real Property is being transferred on this Deed.  
(a) \_\_\_\_\_ Mobile Home (b) \_\_\_\_\_ Other
9. \_\_\_\_\_ Deed of Distribution -- Attorney's Affidavit: Estate of \_\_\_\_\_ deceased Case Number \_\_\_\_\_. Personally appeared before me the undersigned attorney who being duly sworn, certifies that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of \_\_\_\_\_ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully 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.

Heather Cotone  
HEATHER M. COTONE  
Marc Francis Cotone  
MARC FRANCIS COTONE

SWORN to before me this 21st  
day of June, 2016.

William H. Kleindienst (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA

Commission expires: 1/7/2024

