

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 ***

*** ELECTRONICALLY RECORDED DOCUMENT ***

Instrument #:	2020028883	
Receipt Number:	174764	Return To:
Recorded As:	EREC-DEED	
Recorded On:	August 04, 2020	
Recorded At:	10:39:20 AM	Received From: SIMPLIFILE
Recorded By:	ROBIN MCMAKIN	Parties:
Book/Page:	RB 3449: 564 - 573	Direct- CARNES CROSSROADS ASSOCIATES LLC
Total Pages:	10	Indirect- CENTER PARK HOMES LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00
Consideration:	\$180,000.00
County Tax:	\$198.00
State Tax:	\$468.00
Tax Charge:	\$666.00



RECEIVED

AUG 04, 2020

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

TITLE TO REAL ESTATE
(LIMITED WARRANTY)

KNOW ALL MEN BY THESE PRESENTS that **CARNES CROSSROADS ASSOCIATES, LLC**, a South Carolina limited liability company ("Grantor"), in the State aforesaid for and in consideration of the sum of One Hundred Eighty Thousand and No/100 (\$180,000.00) Dollars, to it in hand paid, and before the sealing of these presents by **CENTER PARK HOMES, LLC**, a South Carolina limited liability company ("Grantee"), in the state aforesaid for which the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the covenants, conditions, exceptions, easement, restrictions and limitations hereinafter set forth in **Exhibit "B"** attached hereto (collectively, the "Permitted Exceptions"), unto the said Grantee, the following described property, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO
 AND INCORPORATED HEREIN BY REFERENCE**

THIS CONVEYANCE IS MADE SUBJECT TO the Permitted Exceptions set forth in **Exhibit "B"** attached hereto and incorporated herein by reference.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns, forever.

AND subject to the Permitted Exceptions, Grantor, does hereby bind itself and its successors and assigns to warrant and forever defend all and singular said Property unto said Grantee, its successors and assigns forever, against Grantor and Grantor's successors and assigns, so that neither Grantor nor those claiming under Grantor shall hereafter have any interest in or claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its undersigned officer
this 29th day of July, 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CARNES CROSSROADS ASSOCIATES, LLC,
a South Carolina limited liability company

By: DI Development Company, Inc.,
its Attorney-in-Fact

By: Amy Moyer
Amy Moyer, its Chief Financial Officer

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Amy Moyer, Chief Financial Officer of DI Development Company, Inc., as Attorney-in-Fact for Carnes Crossroads Associates, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 29th day of July, 2020.

Maggie R. Dushibier
NOTARY PUBLIC FOR SOUTH CAROLINA

Name of Notary: Maggie R. Dushibier
My Commission Expires: 10/16/24

Lot/Homesite: Lots CB-15, Parcel C; AS-12, Parcel A; AS-14, Parcel A



**EXHIBIT A
PROPERTY DESCRIPTION**

ALL that certain lot, piece or parcel of land and all improvements thereon located in Carnes Crossroads, West Tract, Parcel C, Philips Park at Carnes Crossroads, City of Goose Creek, Berkeley County, South Carolina identified as **Lot CB-15, Block B, Parcel C** ("Lot" or "Homesite") as shown and designated on a plat entitled "A FINAL SUBDIVISION PLAT OF CARNES CROSSROADS, WEST TRACT (1,585.08+/- AC.) TO CREATE PHILIPS PARK, PARCEL C, BLOCK B, LOTS 4 THRU 15, BLOCK C, LOTS 3 THRU 13 & CARNES CROSSROAD WEST TRACT (RESIDUAL) (1,577.70+/- AC.) CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA, OWNED BY AND PREPARED FOR: CARNES CROSSROADS ASSOCIATES, LLC," dated November 1, 2019, prepared by Phillip P. Gerard, S.C. Reg. No. 26596 of Thomas & Hutton Engineering Co. recorded as Instrument Numbers 2020001031 and 2020001032 on January 10, 2020 in the Berkeley County Register of Deeds Office (the "Plat") said Lot or Homesite having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

also

ALL those certain lots, pieces or parcels of land and all improvements thereon located in Carnes Crossroads, West Tract, Parcel A, identified as **Lot AS-12, Block S, Parcel A; and Lot AS-14, Block S, Parcel A** (collectively "Lot" or "Homesite") as shown and designated on a plat entitled "A FINAL SUBDIVISION PLAT OF CARNES CROSSROADS WEST TRACT (1,596.85 ± Ac.) TO CREATE PARCEL A, BLOCK Q, LOTS 5 THRU 10 & 17; BLOCK R, LOTS 12 THRU 23; BLOCK S, LOTS 9 THRU 15; BLOCK U, LOTS 1 THRU 16 & CARNES CROSSROADS WEST TRACT (RESIDUAL) (1,585.08 ± Ac.), CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA, OWNED BY AND PREPARED FOR CARNES CROSSROADS ASSOCIATES, LLC," dated May 6, 2019, prepared by Phillip P. Gerard, S.C. Reg. No. 26596 of Thomas & Hutton Engineering Co. recorded as Instrument number 2019028761 on August 12, 2019 in the Berkeley County Register of Deeds Office (the "Plat") said Lot or Homesite having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

BEING a portion of the property conveyed to the Grantor herein by deed of Wildcat Run, LLC dated January 20, 2006 and recorded in the RMC Office for Berkeley County in Book 5308 at Page 40 and by deed of DIA/Carnes, LLC by deed dated January 20, 2006 and recorded in the ROD Office for Berkeley County in Book 5308 at Page 56.

TMS No. 222-10-02-119 – Lot CB-15
 222-07-03-023 – Lot AS-12
 222-07-03-025 – Lot AS-14

Grantee's Address: 501 Belle Hall Parkway Ste 101
 Mt. Pleasant, SC 29404

EXHIBIT "B"
"PERMITTED EXCEPTIONS"

1. Taxes for year 2020 and subsequent years, a lien but not yet due and payable.
2. Any and all general utility and right-of-way easements serving the Property.
3. All matters apparent from a visual inspection of the Property.
4. Zoning ordinances of the City of Goose Creek and Berkeley County, South Carolina, as applicable.
5. **ADJUSTMENT COST DUE FROM GRANTEE TO GRANTOR ON SALE OF COMPLETED HOME ON EACH LOT/HOMESITE CONVEYED HEREBY.**

As provided in the Carnes Crossroads Builder Multiple Lot Purchase Agreement between Grantor and Grantee regarding the purchase of the Property described herein, at the closing on the initial sale of the completed home constructed on the Lot/Homesite to a third party, Grantee (or successor in ownership of such Lot/Homesite) shall pay to Grantor the Adjustment Cost, as defined herein below. Grantee shall also pay all transfer fees incurred by Grantor resulting from Grantee's payment of the Adjustment Cost.

The Adjustment Cost shall be determined on a per Lot/Homesite basis and shall be equal to (i) twenty percent (20.0%) of the Final Sales Price, as defined herein below, less (ii) the Base Purchase Price, as defined herein below.

The final Sales Price of a Homesite shall be the price that a third party purchaser agreed to pay for the completed home constructed on the Homesite per a written contract with Grantee, as may be amended.

The Base Price for each Lot/Homesite shall be the consideration paid by Grantee to Grantor for each individual Lot/Homesite conveyed by this Deed.

The adjustment Cost for each Lot/Homesite shall be paid by the Grantee at the closing of the sale of the completed home constructed on the Lot/Homesite to a third party purchaser.

In the event that the Adjustment Cost as calculated for a Lot/Homesite results in a negative amount, Grantor will not be obligated to refund any portion of the Adjustment Cost to Grantee (or successor in ownership of such Lot/Homesite).

6. Carnes Crossroads Master Plan as it may be amended from time to time, including but not limited to the Master Plan Zoning Text for Carnes Crossroads, Goose Creek, Berkeley County, South Carolina, adopted May 9, 2006, Ordinance 06-014 (the "Master Plan").
7. Declaration of Covenants, Conditions and Restrictions (Including Community Enhancement Fees and Right of First Refusal) for Carnes Crossroads Residential dated March 5, 2012, recorded in Book 9360, Page 1 on March 12, 2012, as amended and supplemented (the "Declaration").
8. Declaration of Easements and Covenant to Share Costs for Carnes Crossroads dated February 7, 2008, recorded in Book 7149, Page 248 on February 8, 2008, as amended and supplemented.
9. Rights of the public in and to any portion of the Property that lies below the mean high water mark of any rivers, creeks, streams or other bodies of water that are subject to the ebb and flow of the tide.
10. Matters of survey, including the plat(s) referenced on Exhibit A.
11. Development Agreement between the City of Goose Creek, Developer, and others recorded in Book 5647, Page 1, as it may be amended from time to time, including, as amended by the First Amendment to Development Agreement dated July 8, 2008, recorded in Book 7496, Page 129, as amended and supplemented (the "Development Agreement").
12. Road Maintenance Agreement dated July 8, 2008, recorded in Book 7496, Page 119, as it may be amended and supplemented from time to time.

13. Easements, rights-of-way, covenants, conditions and restrictions and other matters of record encumbering the Property.
14. Grantor's First Option Right. Until the completion of construction of a residential dwelling on a Homesite neither Grantee nor any successor-in-title may transfer or convey any interest in the Homesite to any third party without giving Grantor a right of first option to repurchase the Homesite (Grantor's "First Option Right"). Completion of construction of a residential dwelling shall be deemed to have occurred upon a Homesite only upon issuance of certificate of occupancy from the City of Goose Creek, South Carolina building department or other applicable governmental agency for a residential dwelling constructed thereon. Grantee shall have the right to enter into a binding contract with a prospective purchaser for the sale of the Homesite, provided such contract obligates Grantee to construct a residential dwelling thereon and provided that transfer of title shall not take place until the completion of construction of the residential dwelling on the Homesite as discussed herein. Grantor's election not to exercise its First Option Right as to any proposed transfer of a Homesite shall not be deemed a waiver of the right to exercise such First Option Right as to any subsequent proposed transfer of the Homesite.

Unless earlier exercised, released or terminated, Grantor's First Option Right shall automatically terminate the sooner of (i) upon the completion of construction of the residential dwelling on the Homesite as discussed herein and (ii) fifteen (15) years after the date of this Deed. Grantor's First Option Right is subordinate to any first mortgage or other security instrument of first priority securing a bona fide construction loan on the Homesite.

In the event that Grantee or any authorized successor in title to Grantee desires to transfer title to any Homesite under circumstances triggering Grantor's First Option Right hereunder, the party proposing to transfer title shall deliver to Grantor written notice of such intent. Any such transfer of title without delivery of notice to Grantor as required hereunder, and, if applicable, a waiver of Grantor's rights shall be null and void. Grantor shall have thirty (30) calendar days after receipt of such notice (such period hereinafter defined as the "Option Exercise Period"), to elect whether to exercise its First Option Right on the terms and conditions set forth in the Builder Multiple Lot Purchase Agreement between Grantor and Grantee. If the Grantor fails to make such election or fails to waive its right within the Option Exercise Period after receipt of notice, Grantor's First Option Right as to the Homesite shall be deemed waived.

The failure of Grantor to exercise its First Option Right against an owner of the Homesite shall not constitute a waiver of Grantor's First Option Right against Grantee or any subsequent owner of the Homesite.

The terms and conditions of Grantor's First Option Right are further set forth in the Carnes Crossroads Builder Multiple Lot Purchase Agreement between Grantor and Grantee, the terms and conditions of which are incorporated herein by reference.

15. Grantor Right to Repurchase – Commencement Repurchase Right and Completion Repurchase Right.
 - a. Commencement Repurchase Right. Grantee grants to Grantor the right to repurchase a Homesite in the event that construction on a Homesite has not commenced within ninety (90) days after the date of this Deed (which time schedule may be extended by Grantor from time to time in its sole discretion by written notice to Grantee). At any time within sixty (60) calendar months after the expiration of the time period for the commencement of construction for such Homesite, Grantor shall have the right, without the obligation, to require the reconveyance of the Homesite to Grantor or any third party designated by Grantor by delivering written notice of Grantor's exercise of its Commencement Repurchase Right. Grantee may cure a default under this subsection at any time prior to Grantor's delivery of notice to Grantor's intent to exercise its Commencement Repurchase Right. Commencement of construction shall be deemed to have occurred upon on a Homesite only upon (i) approval of plans as required by the Declaration, (ii) issuance of a building permit by the City of Goose Creek, South Carolina building department or other applicable governmental agency building department, (iii) actual physical commencement of construction of a residential

dwelling thereon beyond site preparation, and (iv) the completion of the dwelling foundation as evidenced by the issuance of a foundation survey approved by the appropriate governmental reviewing authority (if required by the appropriate governmental reviewing authority) and certification by Grantee that the location of the foundation is in conformance with the Design Guidelines as referenced in the Declaration. Upon commencement of construction as discussed herein and in Section 13.4 of the Builder Multiple Lot Purchase Agreement, Grantor's Commencement Repurchase Right shall automatically terminate. Unless earlier exercised, released or terminated, Grantor's Commencement Repurchase Right shall automatically terminate ten (10) years after the date of this Deed. Grantor's Commencement Repurchase Right is subordinate to any recorded mortgage made in good faith for value securing a bona fide construction loan on the Homesite.

The failure of Grantor to exercise its Commencement Repurchase Right against Grantee or any other owner of the Homesite shall not constitute a waiver of such right against Grantee or any other owner of the Homesite. Further any such failure shall not constitute a waiver of Grantor's other repurchase rights, including without limitation, its Completion Repurchase Right and its First Option Right, as described herein.

The terms and conditions of Grantor's Commencement Repurchase Right are further set forth in the Carnes Crossroads Builder Multiple Lot Purchase Agreement between Grantor and Grantee, the terms and conditions of which are incorporated herein by reference.

- b. Completion Repurchase Right. Grantee grants to Grantor the right to repurchase a Homesite in the event that construction on a Homesite has not been completed within the later of: (i) 270 days following the date of this Deed, and (ii) 6 months following the commencement of construction as defined above (which time schedule may be extended by Grantor from time to time in its sole discretion by written notice to Grantee). At any time within twelve (12) calendar months after the expiration of such time for the completion of construction for such Homesite, Grantor shall have the right, without the obligation, to require the reconveyance of the Homesite to Grantor or any third party designated by Grantor by delivering written notice of Grantor's exercise of its Completion Repurchase Right. Completion of construction shall be deemed to have occurred upon a Homesite only upon issuance of certificate of occupancy from the City of Goose Creek, South Carolina building department or other applicable governmental agency building department for a residential dwelling constructed thereon. Upon the completion of construction as discussed herein, Grantor's Completion Repurchase Right shall automatically terminate. Unless earlier exercised, released or terminated, Grantor's Completion Repurchase Right shall automatically terminate ten (10) years after the date of this Deed. Grantor's Completion Repurchase Right is subordinate to any recorded mortgage made in good faith for value securing a bona fide construction loan on the Homesite.

The failure of Grantor to exercise its Completion Repurchase Right against Grantee or any other owner of the Homesite shall not constitute a waiver of such right against Grantee or any other owner of the Homesite.

The terms and conditions of Grantor's Completion Repurchase Right are further set forth in the Carnes Crossroads Builder Multiple Lot Purchase Agreement between Grantor and Grantee, the terms and conditions of which are incorporated herein by reference.

- 16. For a period of twenty (20) years from the date of this Deed, neither Grantee nor any other future owner of the Homesite shall seek to obtain any zoning change, modification, or variance, or any modification of the Development Agreement for the Property described herein, or any part thereof, without the prior written consent of Grantor. In addition, Grantee shall cooperate with and assist Grantor if Grantor seeks to obtain a zoning change, modification or variance or modification of the Development Agreement or Master Plan for which Grantee's consent or approval is required by any governmental agency.

17. Terms and conditions stated in the Carnes Crossroads Builder Multiple Lot Purchase Agreement between Grantor and Grantee regarding the purchase of the Property described herein, as amended and supplemented.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

AFFIDAVIT FOR TAXABLE OR EXEMPT
TRANSFERS

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 was transferred by deed of Carnes Crossroads Associates, LLC, a South Carolina limited liability company, to CENTER PARK HOMES, LLC, a South Carolina limited liability company dated July 31, 2020..

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 (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this Affidavit, 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 _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) xx The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1180,000.
(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. (This includes, pursuant to Code Section 12-59-140(B)(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 or 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: 180,000
(b) Place the amount listed in item 5 above here: ****
(If no amount is listed, place zero here.) -0-
(c) Subtract Line 6(b) from Line 6(a) and place result here: 180,000

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$180,000.00

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

9. 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.

CARNES CROSSROADS ASSOCIATES, LLC, a
South Carolina limited liability company

By: DI Development Company, Inc., its Attorney-in-Fact

By: *Amy Moyer*
Amy Moyer, its Chief Financial Officer

SWORN to this 29th day of July, 2020.

Maggie R. Dusbiber
Notary Public for South Carolina

Name of Notary: *Maggie R. Dusbiber*

My Commission Expires: *10/16/24*

