

August C. Murphy

Auditor, Lancaster County, SC

LANCASTER COUNTY ASSESSOR

Tax Map:
0008 00 032 05

Return to:
LANDO LAW FIRM, LLC
6277-600 Carolina Commons Drive
PMB #210
Indian Land, SC 29707

LANCASTER COUNTY, SC	
2024008861	DEED
RECORDING FEES	\$15.00
STATE TAX	\$722.80
COUNTY TAX	\$305.80
PRESENTED & RECORDED	
07-26-2024	10:54:40 AM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: TERRY PARKMAN	
BK:DEED 1814 PG:266-271	

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT on **07/26/2024**, **TR Ventures 2, LLC, A South Carolina Limited Liability Company** (“GRANTOR”) in the State and County aforesaid, for and in consideration of the sum of **Two Hundred Seventy Seven Thousand Seven Hundred Fifty and 00/DOLLARS (U.S.) (\$277,750.00)** to it in hand paid at and before the sealing of these presents by **Timothy D. Buff, in Fee Simple** (“GRANTEE”), with mailing address of **4522 State Hwy J, Rogersville, MO 65742** 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 unto the said GRANTEE, his heirs and assigns, forever, in Fee Simple, the following described real property, to wit:

All that certain piece, parcel or lot of land lying and situate in the County of Lancaster, South Carolina, being shown and described as New Lot #1 of .909 acres more or less, as shown on Plat prepared by Eyott Surveying dated November 10, 2022 and recorded in Plat Book 2023 at Page 10 in the Lancaster County, South Carolina Register of Deeds.

Derivation: This being a portion of the identical property conveyed to Clinton R. Thomas by deed of Steven M. Bartlett and Lona F. Bartlett dated March 10, 2017 and recorded March 22, 2017 in Deed Book 1041, Page 45 and the identical property conveyed to Clinton Thomas by deed of Pamela S. Carnes dated April 10, 2020 and recorded April 10, 2020 in Deed Book 1322, Page 281 in the Office of the Lancaster County Register of Deeds. Same Property Conveyed to Red Ventures 2, LLC by deed of Clinton Thomas dated **July 26, 2024** and recorded in Deed Book **1814** at Page **256** in the Lancaster County Register of Deeds.
Address: Lot #1 Wade Carnes Lane, Indian Land, SC 29707
Parcel: 0008-00-032.05

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said GRANTEE his heirs and assigns, forever, in Fee Simple. This Conveyance is expressly subject to the conditions and restrictions as shown in Exhibit A.

AND, the GRANTOR does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, his heirs and assigns, forever, in Fee Simple, against its Successors and Assigns, and all persons whomsoever now and hereafter lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantor's hand and Seal this 24 day of July, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

GRANTOR:

Kristina Lynn Basso
Signature 1st Witness

Clinton R. Thomas
TR Ventures 2, LLC - Clinton R. Thomas,
Manager

Whitney R. Oakley
Signature 2nd Witness &/or Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

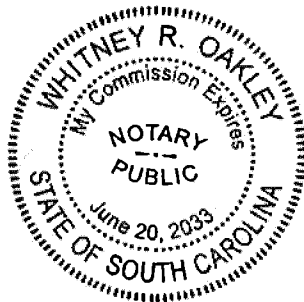
ACKNOWLEDGMENT

I, the undersigned Notary Public do certify *Clinton R. Thomas of TR Ventures 2, LLC* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 24 day of July, 2024.

Kristina Lynn Basso Whitney R. Oakley
1st Witness Notary Public for South Carolina

My Commission Expires: June 20, 2033



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 Lot #1 Wade Carnes Lane, Indian Land, SC 29707, bearing Lancaster County Tax Map Number 0008-00-032.05, was transferred by TR Ventures 2, LLC, A South Carolina Limited Liability Company to Timothy D. Buff on July 26, 2024.
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 (see information section of affidavit): _____ (If exempt, please skip items 4 – 7 and go to item 8 of this affidavit.)
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) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$277,750.00.
 - (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) Place the amount listed in item 4 above here:	<u>\$277,750.00</u>
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here)	<u>0.00</u>
(c) Subtract line 6(b) from line 6(a) and place result here:	<u>\$277,750.00</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 : \$1,043.60.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Shannon M. Lando, Attorney.
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.

Shannon M. Lando

Responsible Person Connected with the Transaction

Shannon M. Lando, Attorney

Print or Type Name Here

SWORN to before me this 26
day of July 2024
Kristina Lynn Bross
Notary Public for South Carolina
My Commission Expires: 5-2-29



EXHIBIT A

RESTRICTIONS

The Property is being conveyed subject to the following restrictions (collectively, the “Restrictions”):

1. DEFINITIONS. As used in this Article, the following words and terms have the following definitions, unless the context in which they are used clearly indicates otherwise. Some or all of the following words and terms may have the same definitions in other portions of these Restrictions; if so, they are being repeated here for convenience; if not, as used in this Article, they have the definitions contained in this Article.

1.1 “Development” means “New Lot 1”, “New Lot 2”, and “New Lot 3” as shown on the plat map recorded in Plat Book 2023 at Page 10 of the Lancaster County Register of Deeds.

1.2 “Grantor Representative” means Clinton R. Thomas or his assign(s).

1.3 “Improvement” means any structure or artificially created condition or appurtenance located on the Property, including any building(s) constructed on the Property, any additions and structural alterations to any building(s) located on the Property, any walkway, sprinkler pipe, road, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, landscaping, hedge, fountain, tree, planting, shrub, windbreak, pole, swimming pool, pool deck, sign, screen enclosure, sewer, drain, disposal system, grading, paving, or exterior heating, ventilating or air-conditioning equipment or water softener fixture or equipment.

1.4 “Maintain,” “Maintenance,” “Maintaining,” or any similar term used in these Restrictions includes any one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

1.5 “Owner” means the record owner, whether one (1) or more Persons, of fee simple title to the Property. “Owner” shall not include any Person who holds an interest in the Property merely as security for the performance of an obligation or as a tenant or as a purchaser under an executory contract of sale.

1.6 “Person” includes any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental entity, or other entity.

1.7 “Restore,” “Restoration,” “Restoring” or any similar term used in these Restrictions includes any one or more of the following, as the context requires: debris removal, alteration, re-construction, installation, inspection, examination, repair, replacement, repainting, restoration of an Improvement lost or damaged by fire or other casualty, deterioration or obsolescence, or any taking by condemnation or eminent domain proceedings.

1.8 “Restoration Costs” means the cost of repairing, replacing, restoring or reconstructing all loss, damage or destruction to the applicable portion of the Property (including the deductible under any applicable insurance policies) or any part thereof, including all costs of adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; demolition, removal and disposal fees; costs of securing and protecting the portions of the Property to be Restored; accounting fees and costs; attorneys’ fees and costs; and construction costs.

2. CONSTRUCTION OF IMPROVEMENTS. No Improvement(s) shall be commenced, altered, removed, painted, erected or Maintained on the Property, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Improvements(s) be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of any Improvement(s), until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to, and approved in writing by the Grantor Representative. The Grantor Representative shall approve proposals or plans and specifications submitted for his approval only if he deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Development, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. Grantor Representative may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. Grantor Representative may also issue rules or guidelines setting forth procedures for the submission of plans for approval. Grantor Representative may require such detail in plans and specifications submitted for its review as it deems proper, including floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

3. MAINTENANCE OF IMPROVEMENTS. The Owner(s) of the Property shall, at their sole cost and expense, Maintain the Improvements on the Property at all times in a neat, orderly and attractive manner, such that said Improvements remain in "like new" condition.

3. INSURANCE.

3.1 The Owner of the Property shall Maintain: (.1) property insurance on all Improvements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, wind and hail, and flood; and the total amount of such insurance after application of any deductibles shall be not less than one hundred percent (100%) of the Restoration Costs of the insured property at the time the insurance is purchased and at each renewal date; and (.2) liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Property.

3.2 Any Improvement(s) for which insurance is required under Section 3.1 which are damaged or destroyed shall be Restored promptly by the Owner of the Property unless Restoration would be illegal under any state or local health or safety statute or ordinance. The Owner of the Property shall be responsible for the cost of Restoration of any Improvement(s) in excess of insurance proceeds received by such Owner.

4. CERTAIN RESTRICTIONS, RULES AND REGULATIONS.

4.1 Land Use and Building Type. The Property and any Improvement(s) constructed thereon shall be used solely for residential purposes, except for such ancillary or other commercial uses permitted by applicable zoning codes and other laws and ordinances.

4.2 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

4.3 Temporary Structures. No structure of a temporary character, trailer, mobile home or recreational vehicle shall be permitted on the Property at any time or used at any time as a residence, either temporarily or permanently.

5. REPURCHASE RIGHT. Grantor has the right to re-purchase the Property from Grantee for an amount equal to the consideration paid by Grantee for the Property, plus the actual cost of any

improvements constructed by Grantee (including payments to the contractor for construction) and the actual costs of engineers and architects related to construction, site plans, construction plans and drawings (as evidenced by paid third-party invoices), in the event that Grantee has (i) not commenced construction of permitted Improvement(s) on the Property within one (1) year after the date hereof (meaning the pouring of footers for the foundation of the Improvement(s)) and/or (ii) completed such construction of permitted Improvement(s) on the Property within two (2) years after the date hereof. If Grantor exercises the forgoing repurchase right, Grantor shall close on the repurchase the Property within sixty (60) days after the date that Grantor notifies Grantee in writing of its election to exercise such repurchase right. At any such closing, Grantee shall convey the Property to Grantor by general warranty deed, free and clear of any and all monetary liens and encumbrances.

6. EFFECT AND DURATION OF COVENANTS. These Restrictions shall run with, bind, benefit and burden all of the Property, and shall run with, bind, and be enforceable by and against the Owner(s), and the respective legal representatives, heirs, successors and assigns.