

RECORDED THIS 26th DAY  
OF JULY, 2024  
IN BOOK 00 PAGE 00

*August C. Muggs*

Auditor, Lancaster County, SC

LANCASTER COUNTY ASSESSOR

Tax Map:

0106L 0E 009 00

STATE OF SOUTH CAROLINA )

COUNTY OF LANCASTER )

TITLE TO REAL ESTATE  
SPECIAL WARRANTY DEED

LANCASTER COUNTY, SC	
2024008893	DEED
RECORDING FEES	\$15.00
STATE TAX	\$1105.00
COUNTY TAX	\$467.50
PRESENTED & RECORDED	
07-26-2024	02:35:08 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: TERRY PARKMAN	
BK: DEED 1814	PG: 317-324

KNOW ALL MEN BY THIS DEED, that True Homes, LLC, a Delaware Limited Liability Company (the "Grantor"), in the State and County aforesaid, for and in consideration of Four Hundred Twenty Four Thousand Nine Hundred Forty Five and 00/100 Dollars (\$424,945.00), to it in hand paid at and before the sealing of this deed by Michael J. Reed and spouse, Laurie A. Reed (the "Grantee"), as Joint Tenants with Full Rights of Survivorship and Not As Tenants in Common, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by this deed does grant, bargain, sell and release unto the said Grantees as Joint Tenants with Full Rights of Survivorship and not as Tenants in Common all of its rights and interest forever in the following described property, to wit:

All that certain piece parcel or tract of land lying, being and situate in the City of Lancaster, County of Lancaster, State of South Carolina, and being shown and designated as all of LOT 991 PHASE 2, MAP 1 on that certain plat entitled "EDGEWATER PHASE 2 MAP 1" and recorded in PLAT BOOK 2008, PAGE 161 in the Office of the Clerk of Court for Lancaster County, South Carolina, which referenced is hereby made for a more particular description.

DERIVATION: This being a portion of the property conveyed to True Homes, LLC by deed from Lancaster County Forfeited Land Commission, recorded June 23, 2022, in Book 1562, Page 137, in the Office of the Clerk of Court for Lancaster County Register of Deeds.

GRANTEE'S MAILING ADDRESS: 9972 Jack Nicklaus Drive  
Lancaster, SC 29720

Tax Parcel: 0106L-0E-009.00

TOGETHER with all the rights, members, hereditaments and appurtenances whatsoever to the said premises belonging, or in any wise incident or appertaining to them.

TO HAVE AND TO HOLD all and singular the above-mentioned premises unto the said Grantees, its heirs, executors, administrators, successors, and assigns forever. Subject, however, to the rights, conditions and restrictions that constitute covenants running with the land which are set forth or referred to here or which may otherwise appear of record.

And the Grantor does hereby bind the Grantor and the Grantor's successors to warrant and forever defend all and singular the premises unto the said Grantee, and its heirs, successors, and assigns, against the lawful claim of any person or entity claiming by, through or under the Grantor.

GRANTOR'S WARRANTIES WITH RESPECT TO THE IMPROVEMENTS LOCATED ON THE PROPERTY ARE LIMITED TO THOSE EXPRESS LIMITED WARRANTIES SET FORTH IN THE GRANTEE'S WARRANTY, WHICH GRANTEE ACKNOWLEDGES BY ACCEPTANCE OF THIS DEED HAS BEEN PROVIDED TO GRANTEE AT CLOSING (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY (AND REMEDIES PROVIDED THEREIN) CONSTITUTES GRANTOR'S EXCLUSIVE WARRANTY (AND GRANTEE'S EXCLUSIVE REMEDIES) WITH RESPECT TO THE IMPROVEMENTS LOCATED ON THE PROPERTY AND IS IN PLACE OF ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

DRAWN BY AND MAIL TO:  
HINSON FAULK P.A.  
309 POST OFFICE DRIVE  
INDIAN TRAIL, NC 28079

File No. 20240611338

Title to the Property hereinabove described is subject to the binding Alternate Dispute Resolution provisions referenced in the Home Purchase Agreement signed between Grantor and Grantee and provided more fully in Section VII of the Limited Warranty, which section is set forth in full on Exhibit A attached hereto and incorporated herein by reference.

Grantee, by acceptance of this Deed, agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and be bound by all of the terms and conditions set forth in the documents identified above, including the Limited Warranty, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Declaration (as defined in Exhibit B), if any, applicable to the Property. The term "Grantee" as used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

[SIGNATURE FOLLOWS ON A SUBSEQUENT PAGE]



## EXHIBIT A

### Limited Warranty Section VII: Dispute Resolution Procedure

Grantor (referred to below by use of the terms "we", "us" or "ours") and Grantee (referred to below by the terms "you", "your" or "yours") acknowledge and agree that this Limited Home Warranty affects interstate commerce by virtue of the materials and components in the Home. Any dispute arising out of or relating to this Limited Home Warranty shall be resolved by binding arbitration pursuant to the Federal Arbitration Act and shall be administered by such third-party arbitration administrator designated according to this Section VII, in accordance with its applicable rules for governing residential construction disputes. Disputes subject to binding arbitration include but are not limited to:

- A. Whether a DEFECT or LOAD BEARING DEFICIENCY is covered by this Limited Home Warranty;
- B. We fail or refuse to correct a DEFECT or LOAD BEARING DEFICIENCY to your satisfaction or in a manner that you believe this Limited Home Warranty requires;
- C. We fail to respond to your written notice of a DEFECT or LOAD BEARING DEFICIENCY;
- D. Any alleged breach of the Purchase Agreement or this Limited Home Warranty;
- E. Any alleged violations of consumer protection, license rules, unfair trade practice, or other statutes;
- F. Any dispute concerning whether an issue should be submitted to binding arbitration;
- G. Any dispute concerning the timeliness of binding arbitration requests.

Any binding arbitration proceeding will be administered by one of the following arbitration administrators:

- i. DeMars & Associates, LTD;
- ii. Such other independent third-party arbitration administrator appointed by us that is qualified to administer arbitration pursuant to the Federal Arbitration Act; or
- iii. Such other independent third-party arbitration administrator designated by you that is (a) acceptable to us; (b) qualified to administer arbitration pursuant to the Federal Arbitration Act; and (c) willing to administer the arbitration consistent with this Limited Home Warranty.

The arbitrator will determine your and our rights and obligations under this Limited Home Warranty. These rights and obligations include but are not limited to those provided to you or us by local, state or federal statutes in connection with this Limited Home Warranty.

The award of the arbitrator will be final, binding and enforceable as to both you and us, except as modified, or vacated in accordance with applicable rules and procedures of the designated arbitration organization, or, in their absence, the Federal Arbitration Act.

Binding arbitration will be the sole remedy for resolving disputes for you and us. The cost and expense for the arbitration will be paid by us except for the One Hundred Dollar (\$100.00) arbitration filing fee which will be paid by the party requesting arbitration. If you request arbitration and you prevail on any claimed DEFECT or LOAD BEARING DEFICIENCY under dispute, the One Hundred Dollar (\$100.00) arbitration filing fee will be refunded to you. The process for either party to initiate arbitration is described below.

**Step 1:** Either party may complete a Binding Arbitration Request Form and mail it to the following:

*True Homes Legal Department*  
*Attn: Arbitration Requests*  
*2649 Brekonridge Centre Drive*  
*Monroe, NC 28110*  
*legal@truehomesusa.com*

A Binding Arbitration Request Form is attached to this Limited Home Warranty. The Binding Arbitration Request Form must be received no later than 90 days after the coverage for the disputed item expires. Please note that while you have 90 days to file for arbitration, this time period does not extend the warranty coverage period for Defects or Load Bearing Deficiencies. You must still notify us of an alleged DEFICIENCY or LOAD BEARING DEFICIENCY before the warranty for that item expires.

**Step 2:** Following receipt of your One Hundred Dollar (\$100) arbitration Fee, the arbitration administrator will identify a qualified arbitrator, in their sole discretion. Please note, the check should be payable to the arbitration administrator, who will not schedule the arbitration until after they receive the arbitration fee. The arbitrator will be one of the following, depending on the knowledge and experience needed to render an informed final decision:

- An attorney may be appointed if the claims involve complex contractual or legal questions.
- A structural engineer may be appointed for an allegation involving a Load Bearing Deficiency or other issue relating to structural integrity of the Home.
- A home inspector may be appointed if the claim involves workmanship, installation or other non-structural components.

**Step 3:** The Arbitrator will arrange the Arbitration Proceeding. In scheduling the hearing, the arbitrator will set a time and date that is reasonably convenient to all the parties. The Arbitrator or arbitration organization will notify both parties of the time, date and location of the arbitration hearing. Most often the hearing will be conducted at your HOME or some other location that is agreeable to all the parties of the dispute.

**Step 4:** The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, you, and us.

To maintain the efficient and cost-effective benefits of arbitration to both parties, there will be no formal discovery process and the arbitration will be limited to one (1) day. Either party may provide the arbitrator with any evidence the party wishes the arbitrator to consider, and the arbitrator may request any additional information from either party. However, neither party has the right to demand any information from the other party, and depositions will only be permitted when deemed essential by the arbitrator.

After an opportunity to present evidence by both parties, an award will be rendered by the arbitrator. The award is final and binding on both parties. The award will include a ruling on the existence of any claimed or alleged Defects or Load Bearing Deficiencies as well as any other disputed matters or issues related to this Limited Home Warranty.

**Step 5:** Arbitration Performance Obligations. We will comply with the arbitrator's award no later than 60 days from the date of the award. However, delays caused by circumstances beyond our control shall be excused.

EXHIBIT B

Standard Exceptions

1. The lien of real estate, ad valorem and non ad valorem taxes and/or assessments, including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds), for this and subsequent years not yet due and payable [or "due and payable, but not yet delinquent".]
2. All laws and restrictions, covenants, conditions, limitations, reservations, agreements, or easements affecting the Property and recorded in the public records for the county in which the Property is located, if any; but this provision shall not operate to re-impose the same;
3. All community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
4. All Applicable zoning, land use, and subdivision ordinances, building codes, bulkhead laws, ordinances, regulations, and rights or interests vested in the United States of America or the State of North Carolina.
5. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
6. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration(s) governing the community at large in which the home is located (collectively, the "Declaration"); and (ii) Declaration(s) governing any subdivision of which the Property is a part (collectively, the "Master Declaration"), all as amended and modified from time to time.
7. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and shall run with the land, including, without limitation, the Mediation and Arbitration provisions contained in Exhibit A.
8. All utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property
9. All matters that would be disclosed by an accurate survey or inspection of the Property.
10. All standard, general printed exceptions contained in the owner's title insurance commitment issued for the Property, if any.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

**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 is located at 9972 Jack Nicklaus Drive, Lancaster, SC 29720, bearing County Tax Map Number 0106L-0E-009.00, was transferred by True Homes, LLC to Michael J. Reed and spouse, Laurie A. Reed on 07/26/24.

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.)

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)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$424,945.00.
  - (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: \$424,945.00.
  - (b) Place the amount listed in item 5 above here: \$0.00  
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$424,945.00.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,572.50.

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

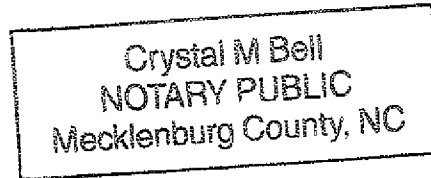
HINSON FAULK P.A.



(SEAL)

Sworn to before me this 26th day of July, 2024.

  
Notary Public for North Carolina



My Commission Expires: 6-6-2027

**INFORMATION**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

**Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.