

GEORGETOWN COUNTY, SC  
 Marlene McConnell  
 Register of Deeds  
 By: THERESA FREEMAN Clerk  
 2023002685

DEED

Georgetown COUNTY ASSESSOR  
 Tax Map:  
 41-0129-006-05-57  
 Date: 03/22/2023

RECORDING FEES	\$15.00
STATE TAX	\$780.00
COUNTY TAX	\$330.00
03-21-2023	03:17 PM
BK:RB 4491	PG:42-45

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GEORGETOWN)

## DEED TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Brian A. Cole and Noelle C. Cole hereinafter called the "*Grantors*," in consideration of THREE HUNDRED THOUSAND AND 00/100 Dollars (\$300,000.00), to the Grantors in hand paid at and before the sealing of these presents by the Grantees hereinafter named, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Harry T. Shamberger and Donna M. Shamberger, hereinafter called the "*Grantees*," as joint tenants with right of survivorship, and not as tenants in common, and the Grantees' heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property:

Dwelling No. 58, of A Place at the Beach-Garden City (n/k/a Inlet Pointe), a Horizontal property Regime, established pursuant to the South Carolina Horizontal Property Act, Section 59-494,et.seq., South Carolina Code of Laws, as amended and submitted by master Deed dated June 8, 1976, and recorded June 9, 1976, in Deed Book 139 at Page 127-178, Georgetown County Records. As shown upon plans by Timbes & Clark Architects, said certification dated June 7, 1976, and which such plans are recorded in Miscellaneous Plat Book at Page 15, Georgetown County Records. The real estate upon which the said dwelling is situate is more fully described on a survey prepared by McDowell Civil Engineering and Land Surveying Co., dated and recorded in said Miscellaneous Plat Book.

Subject to all of the provisions of the Master Deed thereof, dated June 8, 1976, and filed in the Office of the RMC for Georgetown County, South Carolina in Deed Book 139 at Page 127-178.

Together with all of the appurtenances thereto according to said Master Deed, and the Grantees assume and agree to observe and perform their obligations under said Master Deed 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 the By-Laws of A Place at the Beach-Garden City Association, Inc., and to all other reservations and restrictions of record, easements, zoning ordinances, and rights of way of record, including those as set out on the aforesaid map.

This being the identical property as conveyed to Brian A. Cole and Noelle C. Cole by Deed from John S. Kay, dated August 13, 2020 and recorded August 18, 2020 in Record Book 3854 at Page 85, Georgetown County records.

### OCEANFRONT PROPERTY DISCLOSURE STATEMENT:

Pursuant to S.C. Code Ann. Section 48-39-330, (Law. Co-op. 1988). As amended, the Grantor discloses to the Grantees 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. (Law, Co-op. 1988), as amended by the South Carolina Beach Management Act, S.C. Code Ann. Sections 48-39-270 et seq. (Law. Co-op. 1988), hereinafter collectively called "the Acts". The Acts involve and may subject the property to the creation and evidence of 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

Recorded this date: 03/21/2023

*Kenneth C. Baker*  
 Kenneth C. Baker, Georgetown Co. Auditor

minimum setback line or baseline, and has an erosion rate, all as determined by the South Carolina Coastal Council on July 1, 1988. 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. Pursuant to the Acts, the locations of the baselines and 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. The methodology described above must be utilized in the 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 Grantees 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 disclosure.

GRANTEE'S ADDRESS: 1582 S. Waccamaw Dr., Unit 58, Murrells Inlet, SC 29576

TMS: 41-0129-006-05-57

**TOGETHER** with, all and singular, the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining to; **TO HAVE AND TO HOLD**, all and singular, the said premises before mentioned unto the Grantees, as joint tenants with right of survivorship, and not as tenants in common, and the Grantees' heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

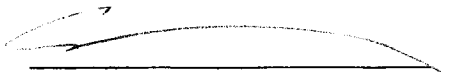
**AND**, the Grantors do hereby bind the Grantors, and the Grantors' heirs and assigns, to warrant and forever defend all and singular the said premises unto the Grantees and the Grantees' heirs and assigns, against the Grantor and the Grantor's successors and/or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

*(Signature page to follow)*

AND, the Grantors do hereby bind the Grantors, and the Grantors' heirs and assigns, to warrant and forever defend all and singular the said premises unto the Grantees and the Grantees' heirs and assigns, against the Grantor and the Grantor's successors and/or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.


WITNESS the execution hereof this March 15, 2023.

*In The Presence Of:*

  
Witness signature (not notary)

  
Brian A. Cole (L.S.)

  
Notary Signature (here and below)


  
Noelle C. Cole (L.S.)


STATE OF OHIO )  
 )  
COUNTY OF Stark )

## ACKNOWLEDGMENT

The foregoing Deed was acknowledged before me this March 15, 2023 by Brian A. Cole and Noelle C. Cole, Grantors.

SWORN to before me this March 15, 2023.

  
Notary Public for OH (L.S.)

  
Printed name of notary

My Commission Expires:



(SEAL)  
KAYLAND BRAHOLLI  
Notary Public, State of Ohio  
My Commission Expires 03-11-2025

STATE OF SOUTH CAROLINA )  
COUNTY OF GEORGETOWN )

## 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. Property located at 1582 S. Waccamaw Dr., Unit 58, Murrells Inlet, SC 29576, being in GEORGETOWN COUNTY, Tax Map Number 41-0129-006-05-57, was transferred by Brian A. Cole and Noelle C. Cole to Harry T. Shamberger and Donna M. Shamberger on March 21, 2023.
3. Check one of the following: The deed is
  - (a) X 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 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) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$300,000.00.\*
  - (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 X 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: \$300,000.00.\*
  - (b) Place the amount listed in item 5 above here: 0
  - (c) Subtract line 6(b) from Line 6(a) and place result here: \$300,000.00.\*

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: **\$1,110.00.**

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

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.



**KAYLAND BRAHOLLI**  
Notary Public, State of Ohio  
My Commission Expires 03-11-2025

Brian A. Cole (L.S.)  
SELLER – Brian A. Cole

Noelle C. Cole (L.S.)  
SELLER- Noelle C. Cole

SWORN to before me this March 15, 2023.

Kayland Braholli (L.S.)  
Notary Public for OH  
My Commission Expires: 03-11-2025