

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

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

*** ELECTRONICALLY RECORDED DOCUMENT ***

Instrument #: 2026001507
Receipt Number: 221222 **Return To:**
Recorded As: EREC-DEED
Recorded On: January 22, 2026
Recorded At: 12:00:09 PM **Received From:** SIMPLIFILE
Recorded By: MB **Parties:**
Book/Page: RB 16362: 272 - 278 Direct- KH PONDS LLLP
Total Pages: 7 Indirect- ALFONSO, JANICE MARIE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$15.00
Consideration: \$548,500.00
County Tax: \$603.35
State Tax: \$1,426.10
Tax Charge: \$2,029.45



Margaret Bailey

Margaret Bailey - Register of Deeds

Recording requested by and return to:
Harvey & Vallini, LLC
1565 Rose Drive
Suite A
Summerville, SC 29486

File Number: HVSUM-25-50332

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **KH Ponds, LLLP** (herein "Grantor"), in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$548,500.00)**, unto Grantor in hand paid at and before the sealing of these presents by **Janice Marie Alfonso and Victor David Alfonso**, (herein "Grantees"), in the state aforesaid, the receipt of which is hereby acknowledged, has, subject to applicable matters of public record, including but not limited to, all covenants, conditions, restrictions, reservations, easements, rights-of-way and plats (collectively the "Exceptions"), granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the said **Janice Marie Alfonso and Victor David Alfonso, as joint tenants with rights of survivorship, and not as tenants in common**, the following described premises (the "Property"), to wit;

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in Dorchester County, South Carolina, known as **LOT 2101**, being shown on a plat entitled "FINAL SUBDIVISION PLAT OF CRESSWIND AT THE PONDS, PHASE 6, DORCHESTER COUNTY, SOUTH CAROLINA, PREPARED FOR KH PONDS, LLLP" dated March 30, 2022, prepared by Thomas & Hutton Engineering Co., certified by F. Elliotte Quinn, III, SCRLS No. 10292 and recorded in the Dorchester County ROD Office on April 5, 2022, in Plat Book N, at Page 65. For a more detailed description as to the metes and bounds, courses and distances, reference is made to the aforementioned recorded plat.

BEING a portion of the property conveyed unto KH Ponds, LLLP by deed of Greenwood Communities and Resorts, Inc. dated December 4, 2013, and recorded in the Dorchester County ROD Office on December 6, 2013, in Deed Book 9110 at Page 19.

TMS #: 151-02-04-224
PROPERTY ADDRESS: 102 Black Stilt Way, Summerville, SC 29483
GRANTEE(S) ADDRESS: 102 Black Stilt Way, Summerville, SC 29483

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, subject to the Exceptions, all and singular, the said Property before mentioned unto the said **Janice Marie Alfonso and Victor David Alfonso, as joint tenants with rights of survivorship, and not as tenants in common.**

AND, subject to the Exceptions, Grantor does hereby bind Grantor, and its successors, administrators, and assigns, to warrant and forever defend, all and singular, the said Property unto the said **Janice Marie Alfonso and Victor David Alfonso, as joint tenants with rights of survivorship, and not as tenants in common**, against Grantor and Grantor's successors and assigns, and every person whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 21 day of January 2026.

Signed, Sealed, And Delivered
In The Presence Of:

Alyce M. Main
1st Witness

Aud. Cee
2nd Witness/Notary Public

KH Ponds, LLLP
A Delaware limited liability limited partnership

By: KH Ponds GP, LLC
A Delaware limited liability company
Its: General Partner

By: J. Vandewiel
Jeff Vandewiel
Authorized Signatory

STATE OF South Carolina
COUNTY OF Dorchester

)
)
)

ACKNOWLEDGMENT

BEFORE ME, the undersigned Notary Public, personally appeared Jeff Vandewiel as signatory for **KH Ponds LLLP**, on this day and acknowledged the due execution of the foregoing instrument.

Sworn to before me this
21 day of January, 2026
Aud. Cee (L.S.)
Notary Public for South Carolina
My commission expires: 7/2/35

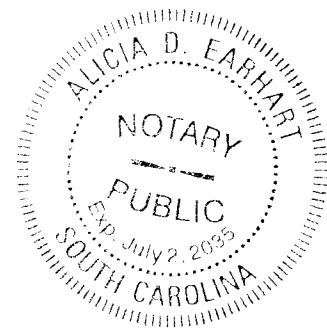


EXHIBIT "A" TO ALTERNATIVE DISPUTE RESOLUTION ADDENDUM

[TO BE ATTACHED AS AN EXHIBIT TO THE DEED AT CLOSING]

Dispute Resolution Covenants

The title to the Property described in this Special Warranty Deed (the "Deed") shall be further subject to and burdened by the covenants, restrictions, agreements, conditions, and waivers set forth below (the "Dispute Resolution Covenants"):

1. DEFINED TERMS. Words in this **Exhibit A** that begin with capital letters but are not defined in this **Exhibit A** shall have the meaning set forth in the Deed. Additionally, the following terms as used in this **Exhibit A** shall have the meanings set forth below:

- a. **Community** means the residential community in which the Property is located. The Community includes, but is not limited to, to the extent applicable, any sales office, design center, model rows, model homes, construction office, warranty office, clubhouse, amenities, bodies of water, lakes, ponds, sidewalks, roads, buffers, club, recreational facilities, recreational courts (including tennis courts, pickleball courts, and/or basketball courts), and/or any other common areas within the residential community in which the Property is located.
- b. **Seller Parties** means (i) the Seller, (ii) any and all directors, officers, partners, members, managers, shareholders, employees, agents, or representatives of Seller; (iii) any affiliates of Seller (other than an affiliated mortgage lender); and (iv) any contractor, subcontractor, consultant, design professional, engineer, or supplier who provided labor, services, or materials to the Property or Community, and who is bound or agrees to be bound to the dispute resolution procedures herein.
- c. **Owner** means (i) Purchaser; (ii) any individual or entities comprising Purchaser; (iii) any representative of Purchaser acting with respect to Purchaser's rights; (iv) Purchaser's heirs, personal representatives, successors and assigns; and/or (v) any person, party, or entity that owns the Property after Purchaser.
- d. **Booklet** has the same meaning as described in the Purchase and Sale Agreement between Purchaser and Seller.
- e. **Dispute** means any and all actions, claims, or controversies (whether contract, warranty, tort, personal injury, statutory, or otherwise) arising out of or in any way relating to any of the Property, the Community, the relationship or dealings between any of the Seller Parties and Owner, the Agreement, the Booklet, or any other agreements or duties or liabilities as between any of the Seller Parties and an Owner in any way relating to the Property or Community. This definition of "Dispute" specifically includes, without limitation, any and all actions, claims, or controversies relating to or arising from (a) the use, design, construction, or maintenance of the Property or Community, including any condition on or affecting the Property or Community, (b) personal injury or property damage alleged to have been sustained by Owner, any other occupants of the Property, or any of Owner's guests, invitees, licensees, on the Property or other portions of the Community, or (c) any disputes which allege strict liability, negligence or breach of implied, express or statutory warranties as to the conditions of the Property or other portions of the Community.
- f. **Post-Closing** means after the date of this Deed.

2. ARBITRATION OF DISPUTES.

- a. **Binding Arbitration.** All Disputes arising Post-Closing (except for those Disputes that relate to the warranties provided in the Booklet) shall be submitted for resolution by binding arbitration to the American Arbitration Association (www.adr.org) ("AAA"). For purposes of this Deed, a Dispute is considered to have arisen Post-Closing if it is asserted after the date of the Deed, even if the Dispute is based upon statements or events that may have occurred on or prior to the date of the Deed. All Disputes that relate to the warranties provided in the Booklet shall be submitted to the procedures and provisions specified in the Booklet. If the dispute resolution procedures and provisions specified in these Dispute Resolution Covenants are deemed to be inapplicable (or are otherwise deemed unenforceable), then the Dispute shall be submitted for resolution by binding arbitration to the AAA in accordance with the terms set forth in the Alternative Dispute Resolution Addendum to the Purchase and Sale Agreement between Purchaser and Seller.

- b. **Location of Arbitration.** Unless the arbitration service requests otherwise due to the unavailability of a neutral arbitrator, the arbitration will take place in the county where the Property is located.

- c. **Arbitration Procedures.** The arbitration shall be conducted by a single arbitrator under the Home Construction Arbitration Rules and Mediation Procedures of the AAA ("Home Construction Rules") in effect at the time the request for arbitration is submitted. If the arbitrator determines that the Home Construction Rules are not applicable for the Dispute, then the arbitration shall be conducted by a single arbitrator under Construction Industry Rules and Mediation Procedures of the AAA ("Construction Industry Rules") in effect at the time the request for arbitration is submitted. If the arbitrator determines that both the Home Construction Rules and Construction Industry Rules are not applicable for the Dispute, then the arbitration shall be conducted by a single arbitrator under the Commercial Arbitration Rules and Mediation Procedures of the AAA ("Commercial Rules") in effect at the time the request for arbitration is submitted.

The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Discovery during the arbitration shall be limited to (i) the exchange of information that is provided to the arbitrator by the parties and (ii) requests for the production of documents, provided that such requests include: (w) a specific identification of the documents, (x) an explanation of why the documents are necessary for the arbitration, (y) a statement why the requesting party does not have access to the documents, and (z) a description of the reasonable steps the requesting party has taken to secure the documents. Unless otherwise agreed to by all parties, the arbitrator shall have no authority to order the taking of depositions, except for depositions of the parties and the parties' expert witnesses, if any. In the event that a party is an entity other than a natural person, the deposition for such party shall be limited to one party representative deposition, unless otherwise consented to by such party.

If there is a conflict between these Dispute Resolution Covenants and the Home Construction Rules, Construction Industry Rules, or Commercial Rules, as applicable, these Dispute Resolution Covenants shall govern. If AAA will not enforce these Dispute Resolution Covenants as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce these Dispute Resolution Covenants as written.

- d. **Waiver of Litigation Rights.** Purchaser (on behalf of Purchaser and all Owners) and Seller acknowledges and agree that by agreeing to binding arbitration as provided herein:

- i. Purchaser (on behalf of Purchaser and all Owners) and Seller are giving up any rights they might possess to have a Dispute litigated in a court or jury trial;
- ii. Purchaser's, Owner's, and Seller's discovery and appeal rights will be limited;
- iii. Purchaser's (on behalf of Purchaser and all Owners) and Seller's agreement to these Dispute Resolution Covenants is voluntary and Purchaser (on behalf of Purchaser and all Owners) and Seller each understands its provisions; and

JMA VDA

iv. If a Dispute involves property or common area owned or managed by others, including but not limited to a homeowners' association, the procedures set forth herein are also acceptable for resolving Disputes with respect to such matters and Purchaser will take all actions necessary to secure participation by such other parties in the Dispute resolution procedures set forth herein.

e. **HOA.** To the extent permitted by applicable law, the homeowners' association for the Property or Community, if any, and the interest of all Owners in the homeowners' association will be bound by the Dispute resolution procedures described herein.

f. **Choice of Law and Scope of Arbitrator's Authority.** All Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in these Dispute Resolution Covenants interpreted and enforced under the Federal Arbitration Act. However, to the extent necessary, and whenever such laws are not in conflict with other provisions of these Dispute Resolution Covenants or the alternative dispute resolution procedures agreed upon in Section 2(c) above, the arbitrator shall apply the laws of the state in which the Property is located. Notwithstanding anything contained herein to the contrary, the applicable substantive law shall be the substantive law of the state in which the Property is located. The arbitrator's award shall be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the state in which the Property is located could issue if presented the same circumstances.

g. **Attorneys' Fees and Arbitration Fees and Costs.** Before the commencement of arbitration, upon the written request of Purchaser or any Owner, Seller shall advance the amount of any arbitration initiation/filing fees or costs, to the extent such fees and costs exceed the amounts that Purchaser or such Owner would pay in bringing the Dispute in court. If the arbitration is decided in Seller's (or other Seller Parties') favor, the Purchaser or Owner, as the case may be, on whose behalf the initiation/filing fees or costs were advanced shall reimburse Seller (or other Seller Parties) to the extent such amounts are awardable in a judicial proceeding. Other than any of the advanced initiation/filing fees or costs mentioned above in this Section 2(g), Purchaser (or any Owner) and Seller (or any of the Seller Parties) shall each be responsible for their own attorneys' fees and costs incurred in the arbitration, including fees for expert witnesses and each party's share of any additional arbitration expenses, regardless of whom may be the prevailing party, and such costs and expenses shall not be considered recoverable expenses. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

3. **WAIVER OF JURY TRIAL. IN THE EVENT THAT THE DISPUTE RESOLUTION PROCEDURES SET FORTH OR REFERENCED HEREIN ARE DETERMINED TO BE INVALID OR UNENFORCEABLE IN WHOLE OR IN PART, SUCH THAT THE DISPUTE PROCEEDS BY WAY OF CIVIL LITIGATION PROCEEDINGS IN ANY COURT, OR IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES NONETHELESS WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL TO THE EXTENT SUCH WAIVER IS NOT EXPRESSLY PROHIBITED BY STATUTE OR CONSTITUTION. THE PARTIES MAKE THESE WAIVERS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY.**

4. **DISPUTES TO BE RESOLVED INDEPENDENTLY.** Purchaser (on behalf of Purchaser and all Owners) and Seller agree that it is in the best interest of Purchaser, Seller Parties and all Owners that the dispute resolution procedures set forth in these Dispute Resolution Covenants be utilized independently of any actions (including actions brought pursuant to alternative dispute resolution procedures) involving any disputes, actions or claims between any Seller Parties and any other purchaser of property in the Community or owners of property in Community. Accordingly, to the extent permitted by applicable law, and notwithstanding Section 1(e) above, Purchaser (on behalf of Purchaser and all Owners) knowingly waives any right (a) to participate in any litigation or other dispute resolution procedures on a "class," "consolidated," or "joint" basis; and (b) to bring any claim in any litigation or other dispute resolution procedure on behalf of any person or entity other than themselves (including the bringing of any claim in a "private attorney general capacity"). The arbitrator's authority to resolve any Dispute and to make written awards will be limited to the parties' individual claims. Purchaser (on behalf of Purchaser and all Owners) and Seller (on behalf of all Seller Parties) make this agreement on the grounds that they wish to assure, in advance, that any Disputes will not be combined with the disputes, actions or claims by or between any Seller Parties and any other purchaser. Purchaser (on behalf of Purchaser and all Owners) and Seller (on behalf of all Seller Parties) include this provision on the additional grounds that: (i) the Property is unique from other properties in the Community, and any potential problems it may suffer will not necessarily be common to other properties; (ii) it may provide Purchaser increased ability to control any Dispute involving the Property; (iii) Purchaser's interest will not be subordinated to the interests of other parties who might otherwise become involved in these Dispute resolution procedures; (iv) it is likely to encourage faster resolution of most Disputes that may arise; (v) it will help to avoid conflicts of interest among Purchaser's and Seller's representatives; and (vi) it is intended to foster better communication between Purchaser and Seller focused on resolving the actual issues that may arise in any Dispute between them.

5. **CONFIDENTIALITY.** Given the individualized nature of negotiations and claims, except as may be required to comply with applicable law or with court order or court requirement or any combination of them, Purchaser agrees to keep the nature of and existence of any Dispute and the claims, negotiations, settlement discussions, settlement terms or resolution of same (whether through arbitration or otherwise) (collectively, the "**Confidential Information**") in the strictest confidence and not to disclose the Confidential Information to any party without the prior written consent of Seller, except that Purchaser may disclose the Confidential Information to Purchaser's legal counsel, consultants, advisors, accountants or auditor (collectively, the "**Authorized Representatives**"), only to the extent that such disclosure may commercially reasonably be necessary, and provided that such Authorized Representatives agree to keep the Confidential Information confidential and agree to be bound by this Section. In addition, Purchaser agrees that Seller shall be entitled to equitable relief, including without limitation, an injunction, in the event of any breach of this Section as well as all other rights and remedies provided at law or in equity.

6. **COVENANT RUNNING WITH THE LAND.** The dispute resolution provisions of these Dispute Resolution Covenants shall be covenants running with the land comprising the Property and shall be binding upon: (i) Purchaser and its successors and assigns; (ii) any Owners and their successors and assigns; and (iii) any subsequent purchasers or owners and each of their successors and assigns.

7. **SEVERABILITY OF PROVISIONS.** If any provision in Section 4 ("Disputes to be Resolved Independently") is found to be illegal or unenforceable in whole or in part, then the unenforceable portion shall be severable from Section 4 and any claims covered by any deemed unenforceable provision of Section 4 will be decided by a court (provided, however, that to the extent permitted by applicable law, the jury waiver provision contained in Section 4 will remain in full force and effect), but any remaining terms of Section 4 that are valid shall be binding and enforced in arbitration according to the terms of these Dispute Resolution Covenants. If any other clause within these Dispute Resolution Covenants is found to be illegal or unenforceable, that clause will be severed from these Dispute Resolution Covenants, and the remainder of these Dispute Resolution Covenants will be given full force and effect.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

**AFFIDAVIT FOR TAXABLE
OR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

- I have read the information contained this affidavit and I understand such information.
- The property being transferred is located at **102 Black Stilt Way, Summerville, SC 29483**, bearing Dorchester County Tax Map Number **151-02-04-224**, was transferred by **KH Ponds, LLLP** to **Janice Marie Alfonso and Victor David Alfonso** on the **21st day of January, 2026**.
- Check one of the following: The deed is:

- XXX subject to the deed recording fee as a transfer for consideration paid or to be made in money or money's worth.
- subject to the deed recording fee as a transfer between a corporation, 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
- 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

- Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **\$548,500.00**.
 - The fee is computed on the fair market value of the realty which is: _____
 - The fee is computed on the fair market value of the realty as established for property tax purposes, which is: _____
- 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. (This includes, pursuant to Code Section 12-59-140(E)(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: _____
- The deed recording fee is computed as follows:
 - Place the amount listed in item 4 above here: **\$548,500.00**
 - Place the amount listed in item 5 above here: 0 (If no amount is listed, place zero here.)
 - Subtract Line 6(b) from Line 6(a) and place result here: **\$548,500.00**
- The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: **\$2,029.45**
- As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney
- 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.

BY: Casie S. Farrel
(Responsible Person Associated with Transaction)

SWORN to and subscribed before me this
21 day of January, 2026

Notary Public for South Carolina

My Commission Expires: 7/21/35

Notary (L.S.): Casie S. Farrel
Notary (printed name): Alicia D. Earhart

