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STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Carmen Tevis Mullen, Circuit Court Judge

Case No. 04-CP-07-633

Robert L. Cullen, Andrew A. Corriveau,
John Caldwell, Andrea Hucks, Jamie Bellamy,
Michael Pearson, and David Mandell, ...Plaintiffs,

v.

J. Bennet McNeal, B. McNeal Partnership, L.P.,
Anthony R. Porter, and Wright's Point Home
Owners Association, Inc.....Respondents/Appellants,

Of whom Robert L. Cullen, Andrew A. Corriveau
and Andrea Hucks are Appellants/Respondents.

RECORD ON APPEAL
VOLUME III

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CERTIFICATE OF COUNSEL

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26028
WHEREAS, THE WITHIN RESTRICTIONS WERE RECORDED WITH INCORRECT PROPERTY DESCRIPTIONS ATTACHED AS EXHIBIT "A"

NOW, THEREFORE, THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBIT "A" HAVE BEEN CORRECTED AND THE DOCUMENT IS BEING RE-RECORDED HERewith 2383

DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WRIGHT'S POINT 2278

816190
THIS DECLARATION made this 24th day of April, 1998, by Anthony R. Porter and Jimmy W. Porter, (hereinafter referred to as "Developer").

W I T N E S S E T H

WHEREAS, Developer is the owner of certain real property lying and being in Beaufort County, South Carolina, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Wright's Point and for the maintenance of this Property (as hereinafter defined) and the improvements thereon, and to this end desires to subject the real property described in Exhibit "A" to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, the Declarant, has deemed it desirable, for the efficient preservation of the character of said development, to create an agency to which should be delegated and assigned the power and authority of maintaining, administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, the Developer, has or will incorporate under the laws of the State of South Carolina, as a non-profit corporation, Wright's Point Home Owners Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A" is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

The following words and terms, when used in this Declaration, or in any amendment or supplement to this Declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

1.01 "Wright's Point Architectural Committee" shall mean and refer to Anthony R. Porter, and Jimmy W. Porter or such other individual(s) as Developer may appoint, or such entity to which the

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PLAINTIFF'S
EXHIBIT

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EXHIBIT

EXHIBIT

Wright's Point Architectural Committee may assign its duties, until all improvements constructed thereon and sold to permanent residents. At such time as all of the Lots in the Subdivision have been fully developed, the Developer shall notify the Board and all the Owners of Lots in the Subdivision to that effect, at which time the Developer's rights and obligations as the Wright's Point Architectural Committee shall forthwith terminate. Notice to the Board and all the owners by Developer under this provision shall be in writing. After receipt of said notice from the Developer, the Board shall have the right, power and authority to elect a successor Wright's Point Architectural Committee which shall consist of not less than two (2) Owners. The rules and regulations shall be prescribed by the Board. Notwithstanding the foregoing, the Developer may, in its sole discretion, relinquish control over the Wright's Point Architectural Committee at any time prior to completion and sale of all Lots in the Subdivision by so notifying the Board and the Owners of Lots in the Subdivision as set forth hereinabove.

1.02 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Wright's Point Home Owners Association, Inc., as the same may be amended from time to time.

1.03 "Association" shall mean and refer to Wright's Point Home Owners Association, Inc., a South Carolina non-profit corporation.

1.04 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.05 "Builder" shall mean any Person or legal entity engaged principally in the business of construction of structures to whom the Developer sells or has sold one or more Lots.

1.06 "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of Wright's Point Home Owners Association, Inc., which govern the administration and operation of the Association, as the same may be amended from time to time.

1.07 "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.08 "Common Assessment" shall mean and refer to assessments levied against all Lots in the Property to fund Common Expenses.

1.09 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

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1.10 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Wright's Point Architectural Committee.

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1.11 "Declaration" shall mean the Covenants, Conditions, Restrictions, and Easements and all other provisions herein set forth in this entire document, as the same may be amended from time to time.

1.12 "Developer" shall mean and refer to (a) Anthony R. Porter, or (ii) any successor-in-title or any successor in interest to Anthony R. Porter, to all of the Property then subject to this Declaration and provided in the instrument of conveyance to any such successor-in-title or interest is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

1.13 "Lot" or "Lots" shall mean and refer to Lots as shown on the Plat as may be amended from time to time. Each owner of a dwelling unit within any multi-family lot shall be considered as an individual lot owner for the purposes of this document.

1.14 "Mortgage" shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot.

1.15 "Mortgagee" shall mean and refer to the Holder of a Mortgage.

1.16 "Owner" shall mean and refer to the record owner, whether one or more Persons, including Developer, of the fee simple title to any Lot, but excluding those persons having such an interest under a Mortgage.

1.17 "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.18 "Plat" shall mean and refer to that certain Final Plat of Wright's Point Subdivision, prepared by Gasque and Associates, Inc., David E. Gasque recorded in Plat Book 64 at Page 150, in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, as same may be amended from time to time.

1.19 "Property" shall mean and refer to that tract or parcel of land described in Exhibit A attached hereto and by reference made a part hereof.

1.20 "Structure" shall mean and refer to: (i) any thing or

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object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo,

1.21 "Subdivision" shall mean and refer to Wright's Point.

1.22 "Single Family" shall mean and refer to one (1) residence for one (1) family and appurtenant structures as subject to the Declaration of Covenants, Conditions, Restrictions and Easements as set forth in this document.

1.23 "Multi-Family" shall mean and refer to more than one (1) single family located upon a single parcel or lot of land including but not limited to duplexes, triplexes, quadplexes, condominiums, etc. and multiple family dwellings not to exceed sixteen (16) units per acre.

1.24 "Commercial" shall mean such use as Developer may deem proper which may in whole or in part benefit the Lot Owners of Wright's Point.

ARTICLE II-DEVELOPMENT

2.01 Development of Property. All Lots within the Subdivision shall be and are hereby restricted exclusively to the following uses:

- (a) Single Family;
- (b) Multi-Family;
- (c) Commercial; and
- (d) Mixed-Use

The uses set forth above are designated on the aforementioned plat of Gasque and Associates, Inc., David E. Gasque, R.L.S., as may be amended from time to time.

The Developer shall determine the amount of multi family uses that may occur on any lot at or prior to the initial conveyance of a lot to a Lot Owner. Such designation shall be in writing and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. In the event the Developer is the Lot Owner such designation shall be on a recorded plat.

Developer shall have the right, but not the obligation, for so long as Developer owns any Lot primarily for the purpose of sale, to make improvements and changes to the Common Area and to all Lots owned by Developer, including, without limitation, (i) changes in the location of boundaries of any Lots owned by Developer, (ii) installation and maintenance of any water or other

utility systems and facilities, and (iii) installation of security facilities. 2282

2.02 Interest Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of this Article. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

2.03 Subdivision Plat. Developer reserves the right to modify, amend, revise and add to the Plat, at any time and from time to time, setting forth such information as Developer may deem necessary with regard to the Subdivision, including, without limitation, the locations and dimensions of the Lots, the private roads, utility systems, drainage systems, utility easements, drainage easements, access easements and building and set-back line restrictions.

Developer reserves unto himself, his heirs and assigns, the right to develop and submit additional phases to this Declaration of Covenants, Conditions, Restrictions and Easements, Wright's Point Homeowners Association, Inc. and related documents. Such additional phases shall be limited to the property which Developer has acquired from Lewis H. Wright, et al and/or Mary P. Logan, or any properties contiguous thereto. Such additional phases will be subject to all of the Covenants, Conditions, Restrictions and Easements and the By-Laws upon Developer, his heirs and assigns, filing a copy of the plat signed by the Developer showing such additional phases or in the alternative filing with the Clerk of Court for Beaufort County, South Carolina his intention to add additional phases to the development. X

ARTICLE III. Property Rights

3.01 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which subject to the provisions of this Declaration may be conveyed, transferred and encumbered the same as any other real property. Except as provided in Section 2.01 hereof, Lots shall not be subdivided and the boundaries between Lots shall not be relocated unless the relocation thereof is made with the consent of the Board and of Developer, so long as Developer owns a Lot primarily for the purpose of sale. Each Lot in the Subdivision shall be subject to those easements, if any, which are shown on the Plat as affecting such Lot.

3.02 Easements for Developer. Developer hereby reserves for himself, his heirs and assigns, the following easements and rights-of-way in, on, over, under or through any portion of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sale.

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(a) For the erection, installation, construction and maintenance of wires, lines and conduit, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots

(c) For the installation, construction and maintenance of storm-water drains, and for any other public or quasi-public utility facility;

(d) For maintenance and use of a sales office and parking spaces in connection with its efforts to market Lots; and

(e) For the maintenance and use of such other facilities, equipment, and signs as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots.

3.03 Easements for Association. There is hereby reserved a general right and perpetual easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof (including that portion of each Lot designated for utility easements as shown on the Plat) in the performance of their respective duties and responsibilities. Said easement shall include, but not be limited to, the right to enter upon the Lots (i) to perform the maintenance responsibilities of the Association set forth in Section 5.01 hereof, and (ii) for emergency, security and safety reasons, which right may also be exercised by all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during reasonable hours and then, whenever practicable, only upon reasonable advance notice to the Owner of the Lot directly affected thereby. This easement shall specifically include the right to enter in, on, under and to cross over those Lots in the Subdivision upon which any entryway treatment, fence or wall, lighting or irrigation facilities or equipment, or entryway landscaping is located for the purpose of inspecting, maintaining and repairing same.

3.04 Easement for Owners. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian and vehicular access, ingress and egress over those portions of the Common Area from time to time designated for such purposes), and the right of use of all utility easements as shown on the plat, which right and easement shall be appurtenant to and shall pass with the title to every Lot,

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subject to the right of the Association, acting through the Board,
to:

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(a) Adopt and publish rules and regulations governing the use of the Common Area;

(b) Suspend an Owner's voting rights for any period during which any assessment of the Association against said Owner's Lot remains unpaid;

(c) Grant easements or rights of way on, over, across and through the Common Area to any public agency, authority or utility or to any utility company or cable television system; and

(d) dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners and Developer, if Developer owns a Lot primarily for the purpose of sale agreeing to such dedication or transfer, has been recorded in the records of Beaufort County, South Carolina.

3.05 Title to Common Area. Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept from Developer all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to Developer until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency, or authority. It is the intent of Developer to convey to the Association the private roads serving the Lots as shown on the Plat.

ARTICLE IV-MEMBERSHIP

Every Owner shall be deemed a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that fee simple title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be

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exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners of such Lot themselves determine. The vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each lot is equal and each Lot shall have one vote.

ARTICLE V-MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots, together with all other improvements thereon or therein, shall be the responsibility of the owner of such Lot. Each owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition, and such responsibility shall include but not be limited to the maintenance and care of all exterior surfaces of all improvements, buildings and other structures located on the Lot, and all landscaping. As provided in Section 5.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change or otherwise alter the appearance of any portion of the exterior of his residence or the landscaping, grounds, or other improvements within a Lot unless such decoration, change or alteration is first approved, in writing by Wright's Point Architectural Committee as provided in Article IX hereof, or do any work which, in the reasonable opinion of the Wright's Point Architectural Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof or impair any easement or hereditament thereto, without in each such case obtaining the prior written approval of the Wright's Point Architectural Committee.

5.02 Responsibilities of Association.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain, landscape and keep in good repair, as the case may be, (i) all portions of the Common Area and improvements thereon, if any, (ii) the entryway treatment, entryway signs, entryway landscaping, entrance wall and street signs for the Subdivision, (iii) the privacy wall and/or fence, if any along boundaries serving the Subdivision, (iv) the landscaping treatment on Highway 280, if any, serving the Subdivision, (v) all lighting and irrigation facilities and equipment, if any, located within the Common Area or located within any utility easement or landscape easement as shown on the Plat and serving only the Subdivision, (vi) all utility lines, facilities and equipment located within the Common Area or located within any utility easement or landscape easement as shown on the Plat and

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serving the Subdivision, if such utility lines, facilities and equipment are not maintained by a public authority, public service district, public or private utility or other person, (vii) all roads and alleyways shown on the Plat and serving only the Subdivision, (viii) all wetlands, (ix) all drainage areas and drainage system located within the development which is not maintained by any governmental entity, and (x) all screening areas as required by any governmental entity. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any person. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each owner.

(b) In the event that Developer or the Board determines that; (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, then and in either event, Developer or the Association, except in the event of an emergency situation, shall give such Owner written notice of Developer's or Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have ten (10) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Developer or the Association may provide (but shall not have this obligations to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and to which such Owner and his Lot are subject and shall be collected as provided for herein for the collection of assessments. In the event that Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

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ARTICLE VI. Insurance and Casualty Losses

6.01 Insurance.

(a) The Board or its duly authorized agents shall have the authority to and may obtain and continue in effect adequate property insurance upon the Common Area, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and may obtain and continue in effect a public liability policy covering all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents, and if available, at reasonable cost (in the sole discretion of the Board), a blanket fidelity bond or employee's dishonesty coverage for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association. Such public liability policy and bond shall provide such coverages as are determined to be necessary by the Board.

(c) The Board or its duly authorized agents shall have the authority to and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners and the costs of all such coverage shall be a common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board.

6.02 Damage or Destruction to Improvements. Immediately after the damage or destruction by fire or other casualty to all or any part of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are

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not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 8.04 hereof, such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

6.03 Mortgagee Rights. The rights of the Board and of the Association to adjust losses under any property insurance policies insuring improvement constructed on any of the Common Area and to apply proceeds therefrom for the restoration and repair of such improvements shall be subject to the rights of any first priority mortgagee of the Common Area to adjust losses, receive insurance proceeds and, at such mortgagee's option, to apply such proceeds to the secured indebtedness owing to such mortgagee or to the restoration and repair of improvements under such conditions and safeguards as such mortgagee may deem appropriate.

ARTICLE VII. Administration

7.01 Control of Association. Except to the extent otherwise required by the provisions of the Official Code of Laws for South Carolina relating to nonprofit corporations, this Declaration, the By-Laws or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners. Developer shall have the right to appoint and remove all members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur; (i) the date as of which the last Lot in the Subdivision shall have been conveyed to a Person other than Developer or Builder, or (ii) the surrender by Developer of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Developer. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 7.01 and by Section 11.01 hereof.

7.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the

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Official Code of Laws for South Carolina relating to nonprofit corporations, this Declaration, the By-Laws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Official Code of Laws for South Carolina, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each owner of a Lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.03 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE VIII. Assessments

8.01 Purposes of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including but not limited to management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping and repair costs, and establishment of reserve funds, all as may be more specifically authorized from time to time by the Board.

8.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot, other than Developer or a Builder, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 8.03 hereof, and (b) special assessments, such assessments to be established and collected as provided in Section 8.04 hereof, and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the rate of twelve percent (12%) per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, court

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8.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 8.03 and 8.04 hereof, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum.

8.07 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Mortgage or on any Mortgage to Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Sale or transfer of a Lot shall not affect the assessment lien. Notwithstanding the foregoing to the contrary, the subordination of the assessment lien to the lien of first priority Mortgages shall only apply to such assessments which have become due and payable prior to a Foreclosure. Any Mortgagee who acquires title to a Lot by Foreclosure shall be liable for assessments thereafter becoming due. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.08 Effect of Nonpayment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve percent (12%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder by law. In the event that the assessment remains unpaid after sixty (6) days from original due date, the

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costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors-in-title unless expressly assumed by them. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

8.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's fiscal year end to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to the annual meeting. The total annual assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual assessments. The budget and the annual assessments shall be come effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer has the authority to appoint and remove directors and officers of the Association, or (ii) a majority of the votes of all Owners of the Lots in the Subdivision. In the event that proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 8.04 hereof.

8.04 Special Assessment. In addition to the annual assessments authorized above, the Association, acting through the Board, may levy, in any assessment year, special assessments for Common Expenses or capital improvements, applicable to that year only, provided that except as otherwise permitted in Section 6.02 hereof, any such assessment shall be approved by (i) Developer, for so long as Developer owns any Lot primarily for the purpose of sale, and (ii) two thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.06 hereof. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots equally as provided with respect to annual assessments.

8.05 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners shall be specifically assessed against such Owners and their respective Lots. The individual assessments provided for in this Section 8.05 shall be levied by the Board and the amount and due date of such assessment shall be as specified by the Board.

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Association may as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his Lot or by renunciation of membership in the Association, and no Owner shall remain personally liable for assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

8.09 Certificate. The Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board, furnish to any Owner, purchaser from such Owner, or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

8.10 Date of Commencement of Annual Assessments. The annual assessment provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a Person other than Developer or a Builder and shall be due and payable in such manner and on such schedule as the Board may provide. Annual assessments and any outstanding special assessments shall be adjusted for each Lot according to the number of months then remaining in the then fiscal year of the Association.

ARTICLE IX. Architectural Standards.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of the Wright's Point Code (as that term is defined below) and other requirements of this Article have been fully met, and until the approval of the Wright's Point Architectural Committee ("WPAC") has been obtained pursuant to Section 1 below. The WPAC may establish reasonable fees to be charged by the Committee for review of applications hereunder and

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may require such fees to be paid in full prior to review of any application. 2293

This Article shall not apply to the activities of the Declarant.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decision of the WPAC. This Article may not be amended without the Declarant's written consent.

9.01 Wright's Point Architectural Committee. The Wright's Point Architectural Committee (WPAC) shall consist of up to three (3), but not less than (2), persons. Members of the WPAC may include, but are not required to include, architects, professionals, or other persons who are not members of the Association. The WPAC shall have exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space appurtenant thereto, on any members of the WPAC who shall serve at the discretion of the Declarant. The Declarant may assign the rights and powers under this Article to the Association; provided, however, there shall be no surrender of this right except in a written instrument in recordable form executed by Declarant.

The WPAC shall promulgate the design and development guidelines consisting of the Community Standards and the Architectural Standards included in the Wright's Point Code Regulating Plan for the Properties and application and review. The Wright's Point Code may provide for different requirements and guidelines for different types of Lots within the Properties and may permit exceptions to be made by WPAC for architectural merit. Copies shall be available from the WPAC. The Wright's Point Code may be amended by the WPAC. It shall make the Wright's Point Code and review procedures available to Owners and builders who seek to engage in development of or construction upon any portion of the Properties and such Owners and builders shall conduct their operation strictly in accordance with the Wright's Point. The WPAC shall approve or disapprove plans submitted to it, or shall request additional information reasonably required by the review procedures within thirty (30) days after submission of the plans to the WPAC.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a structure on a Lot, or to paint the interior of a structure any color desired; provided, modification or alterations to the interior of screened porches, patios and similar portions of a structure visible from outside the structure shall require the prior written approval by the WPAC.

9.02 Right to Inspect. Any member of the Board of Directors, the WPAC or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reasons of such entry. In addition to any other noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

9.03 No Waiver of Future Approvals. The approval of the BPAC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the WPAC, shall not be deemed to constitute a waiver of any right to withhold approval or consent to as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

9.04 Variance. The WPAC may authorize variances from compliance with any of its guidelines and procedures due to circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations. Such variance shall be granted only in accordance with duly adopted rules and regulations. Such variances may be granted, however, when unique circumstances dictate and no variances shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the WPAC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.05 Compliance with Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Wright's Point Code or the review procedure promulgated by the WPAC may be excluded by the Board from the Properties without liability to any Person.

9.06 No Liability.

(a) General. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the WPAC shall not bear any responsibility of ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the WPAC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

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(b) Encroachments. An encroachment of the chimney or ground level steps of the home built on a Lot into a right-of-way of the Properties must be authorized, by WPAC. If the encroachment is damaged by work within utility easement areas such damage shall be the responsibility of the Owner and the Owner shall indemnify and hold harmless Declarant and the WPAC.

ARTICLE X. Use Restrictions.

10.01 Use of Lots and Dwellings. Each Lot shall be used for the purposes set forth in Section 2.01. The use of a portion of a residence as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic or otherwise create a nuisance. The use of a residence or a portion thereof for business meetings, entertainment or the enjoyment or business of the Owner's employees, trustees, agents, clients or customers shall not be considered to be a violation of this covenant if such does not create regular customer, client or employee traffic or otherwise create a nuisance.

10.02 Antennas. No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Subdivision; provided, however, that Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Subdivision.

10.03 Water Wells. No private water wells may be drilled or maintained on any Lot without the prior written approval of the Wright's Point architectural Committee.

10.04 Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept in residences, subject to rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash or voice control at all times when walked or exercised outside of all fenced areas on a Lot.

10.05 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any

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portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his family, tenants, guests, invitees, servants and agents shall refrain from any act of use of a Lot which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Subdivision or which would be in violation of any law or governmental code or regulations. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Subdivision.

10.06 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked in garages to the extent that garage space is available. The Board of the Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or motorized bicycle, motorized go-cart or any other similar vehicles, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board such prohibition shall be in the best interests of the Subdivision. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

10.07 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer, any Builder and their respective agents, employees, successors and assigns to maintain and carry on within the Property such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing installation and operation of sales and construction trailers and offices, signs and model residences. The right to maintain and carry on such facilities and activities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences as model residences, and to use any residence as an office for the sale of residences, and to use any residence as an office for the sale of Lots and for related activities.

10.08 Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot by any Owner, other than Developer, without the prior written approval of the Wright's Point Architectural Committee.

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10.09 Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Wright's Point Architectural Committee's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of a Structure or motor vehicle visible from the exterior thereof. 2297

10.10 Garage Sales. All garage sales shall be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same.

10.11 Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment including, without limitation, electrical meters, gas meters and air conditioning compressors, and other similar items on Lots shall be located or screened so as to be concealed from view of adjacent streets.

10.12 Exterior Structures. No artificial vegetation, exterior sculptures, fountains or similar items shall be constructed, placed or maintained on any Lot without the prior written approval of the Wright's Point Architectural Committee.

10.13 Construction of Improvements. Construction of all dwellings on a Lot shall be completed within twelve (12) months of the commencement date of said construction. If any dwelling on a Lot is not completed within twelve (12) months of the commencement date of said construction, the Association, its employees, and agents, shall have the right, but not the obligation, to enter upon said Lot and to take such action as is necessary to complete construction of such dwelling, with the costs thereof being assessed against the owner of such Lot. Such Owner shall be personally liable to the Association for the direct and indirect costs of completion of said dwelling, and the liability for such costs shall constitute an equitable charge and continuing lien upon the Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. The Association shall give notice to the Owner of such Lot prior to commencing any work and the provisions thereof shall be applicable with respect to the foregoing.

10.14 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the more restrictive provision shall govern and control.

10.15 Subdivision of Lots. No Lot shall be subdivided or

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its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

10.16 Tree Removal. No trees with a measure of over six (6") caliper or greater shall be removed, except for safety reasons, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the WPAC may determine in its sole discretion.

10.17 Utility Easements. In addition to all other easements for utilities that may be otherwise addressed within these Covenants the Developer reserves unto itself, and/or any utility entity that may service the area, an easement for purposes of installing and maintaining utilities within any lot in those areas as defined on the plat of Gasque and Associates, Inc., as heretofore set forth.

10.18 Setbacks. No buildings or structures may be located within any setback area. The setback areas are defined on the plat of Gasque and Associates, Inc., as herein set forth.

10.19 Private Docks. Any application for a dock permit by any Lot Owner shall be in accordance with the Master Dock Plan on file with the South Carolina Coastal Council.

10.20 Recreational Improvements. The Developer reserves unto himself, his heirs and assigns, for the common use of all lot owners the right to install and maintain recreational improvements, including but not limited to benches, seating facilities, playground equipment and other related improvements for recreational activities.

10.21 Buffers. Developer reserves unto himself, his heirs and assigns, an easement for the purposes of installing and maintaining a buffer in those areas shown on the plat of Gasque and Associates, Inc. heretofore set forth. Developer, his heirs and assigns shall have the right to plant and maintain trees, shrubs and other buffering vegetation within any buffer area. No lot owner shall remove or disturb any vegetative matter or man-made screening within the buffer area. Developer, his heirs and assigns shall have the right to assign the buffer rights and responsibility of maintaining same to the Wright's Point Homeowners Association, Inc., should he elect to do so.

10.22 Pedestrian Easement. Developer reserves unto himself,

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his heirs and assigns, for the benefit and use of all lot owners the right to use those areas shown as Pedestrian Easement for purpose of ingress and egress to sidewalks and recreational areas as set forth in Section 10.20 above.

ARTICLE XI. Enforcement.

11.01 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by Developer, the Board on behalf of the Association, or in a proper case, by an aggrieved Owner. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulation of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any branch thereof may not adequately be compensated by recovery of damages and that Developer, the Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation of breach. No delay, failure or any omission on the part of the Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation of breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-laws or any rules and regulations of the Association, however long continued.

11.02 Self-Help. In addition to any other remedies provided for herein the Developer and the Association or its duly authorized agents shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-laws, the rules and regulations, the use restrictions or the

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Standards. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

ARTICLE XII. General Provisions

12.01 Control by Developer. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Developer shall have the right to appoint and remove all members of the Board of the Association as provided by and for the term set forth in Section 7.01 hereof. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 7.01. Upon the expiration of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Sections 7.01 and this Section 12.01, such right shall pass to the Owners, including Developer, if Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

12.02 Amendments by Developer. During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend this Declaration by an instrument in writing filed and recorded in the records of the office of the Register of Deeds for Beaufort County, South Carolina, without the approval of any Owner or Mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot as set forth in this Declaration or adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 12.02 shall be certified by Developer as having been duly approved by Developer, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a lot, agrees to be bound by such

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amendments as are permitted by this Section 12.02 and further agrees that, if request to do so by Developer, such Owner will consent to the amend of this Declaration or any other instruments relating to the Property (A) if such amendment is necessary to bring any provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such improvements subject to his Declaration, or (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration.

12.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 12.02 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds of the total votes in the Association; Provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgage must be approved by such Mortgagee, and (ii) during any period in which Developer owns a Lot primarily for the purpose of sale, such amendment must be approved by Developer.

(c) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment or, in the Alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later dates as may be specified in the amendment itself.

12.04 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and insure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and

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assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. This Declaration may be renewed for an unlimited number of successive ten (10) year periods.

12.05 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Ethel Kennedy, widow of the late Robert Kennedy.

12.06 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall so be extended or enlarged by implications to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the records of the Register of Mesne Conveyance for Beaufort County, South Carolina. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of South Carolina.

12.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and be necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.08 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provisions of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

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12.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of the Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of Developer and Mortgagees herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

12.10 No Trespass. Whenever the Association, Developer, the Wright's Point Architectural Committee, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean maintain, preserve or do any other action within any portion of the property, the entering thereon and the taking of such action shall not be deemed a trespass.

12.11 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots. Notices sent by United States Mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be effective on the date of delivery. All notices to the Association shall be delivered or sent in care of Developer at P. O. Box 2424, Beaufort, South Carolina 29901, or to such other address as the Association may from time to time notify the Owners. All notices to Developer shall be delivered or sent to Developer at the above address or to such other address as Developer may from time to time notify the Association. Notices to Mortgagee shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

12.12 No Liability. Developer has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration so that each and every owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other Person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Developer shall have no such liability.

12.13 Agreements. All agreements and determinations,

2409

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including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property, except that no such agreements shall be binding as to the Developer without the written consent of the Developer.

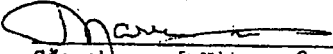
12.14 Variances. Notwithstanding anything to the contrary contained herein the Board, and Developer for so long as Developer has the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as set forth in Section 7.01 hereof, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article VIII of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

12.15 Security. NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE SUBDIVISION, DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARDING TO THE EFFECTIVENESS OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPER IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

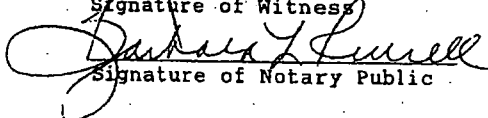
IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name under seal, as of the day and year first above written.

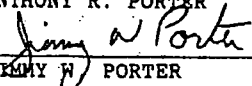
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER


Signature of Witness


ANTHONY R. PORTER


Signature of Notary Public

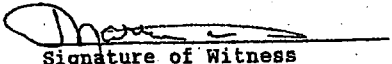

JIMMY W. PORTER

2410

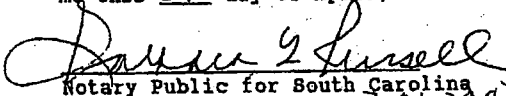
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

2305

PERSONALLY appeared before me the undersigned witness, who under oath states that s/he saw the within named Anthony R. Porter and Jimmy W. Porter, Developer, sign, seal and as their act and deed, deliver the within written instrument and that s/he with the other witness, witnessed the execution thereof.


Signature of Witness

SWORN TO and subscribed before
me this 24th day of April, 1998


Notary Public for South Carolina
My Commission Expires: 3-02-2002

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EXHIBIT "A"

ALL that certain piece, parcel, or tract of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, formerly referred to as Belleview Bluff Subdivision, and more particularly shown as Parcel "C", containing 10.45 Acres on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 17th day of December, 1997 and entitled "Boundary Survey of Parcels "A", "B", "C" and "D", Wrights Point", a copy of which is recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 64 at Page 98. For a more accurate description of said tract of land, reference is craved to the aforementioned plat of record.

AND ALSO;

ALL that certain piece, parcel or tract of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, formerly referred to as Belleview Bluff Subdivision, and more particularly shown as Parcel "D", containing 8.41 Acres on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 17th day of December, 1997 and entitled "Boundary Survey of Parcels "A", "B", "C" and "D", Wrights Point", a copy of which is recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 64 at Page 98. For a more accurate description of said tract of land, reference is craved to the aforementioned plat of record.

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AND ALSO:

ALL that certain piece, parcel or tract of land containing 1.7 acres, more or less, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, said tract being more particularly known as a portion of Belleview Plantation and a portion of Magnolia Bluff Plantation and being more fully shown and described on that certain plat prepared by Mary P. Logan by R. D. Trogdon, Jr., R.L.S. #2712, dated November 9, 1988. The tract herein conveyed is bounded on the North and East by the waters and marshes of Battery Creek, on the South by the remainder of Belleview Plantation, now or formerly of Lewis Wright and on the West by the remainder of Magnolia Bluff Plantation, now or formerly of Edwin B. Mitchell.

AND ALSO:

ALL that certain piece, parcel, or tract of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, formerly referred to as Belleview Bluff Subdivision, and more particularly shown as Parcel "B" containing 19.74 Acres on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 17th day of December, 1997 and entitled "Boundary Survey of Parcels "A", "B", "C" and "D", Wrights Point", a copy of which is recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 64 at Page 98. For a more accurate description of said tract of land, reference is craved to the aforementioned plat of record.

Fender 2479

FILED
JOHN A. SULLIVAN-RMC
STAFFORD COUNTY, S.C.

99 MAR 30 AM 10:47

BK 1152

FOLDER#

PG

2278

1710 Fender

FILED
JOHN A. SULLIVAN-RMC
STAFFORD COUNTY, S.C.

99 JUN 2 AM 10:34

BK 1049

FOLDER#

PG

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2103

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that WE, JIMMY W. PORTER AND ANTHONY R. PORTER, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to us in hand paid at and before the sealing of these presents, by WRIGHT'S POINT HOMEOWNERS ASSOCIATION, INC. 18 Audobon, Beaufort, South Carolina 29902, in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said WRIGHT'S POINT HOMEOWNERS ASSOCIATION, INC. its successors and/or assigns, the following described real estate, to-wit:

See attached Exhibit "A" for description of property

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

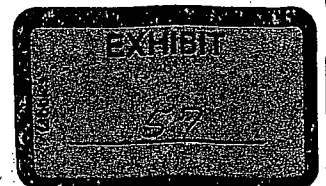
TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said WRIGHT'S POINT HOMEOWNERS ASSOCIATION, INC., its successors and/or assigns, forever.

And WE, JIMMY W. PORTER AND ANTHONY R. PORTER, do hereby bind ourselves and our heirs and assigns, to warrant and forever defend all and singular the said premises unto the said WRIGHT'S POINT HOMEOWNERS ASSOCIATION, INC, its successors and/or assigns, against us and our heirs and assigns, and any persons whomsoever lawfully claiming or to claim the same, or any part hereof.

IN WITNESS WHEREOF, WE, JIMMY W. PORTER AND ANTHONY R. PORTER, have caused these presents to be executed in our name this

R110-32-213 3/8

0634



2104

29th day of March, in the year of our Lord one thousand nine hundred and ninety-nine and in the two hundred and twenty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and
Delivered in Presence Of

Cheresa A. Chisler
Signature of Witness

Jimmy W. Porter By his Attorney
in Fact Anthony R. Porter

JIMMY W. PORTER By his Attorney
in Fact Anthony R. Porter

Cheresa A. Chisler
Signature of Witness

Anthony R. Porter
ANTHONY R. PORTER

STATE OF SOUTH CAROLINA)
County of Beaufort)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that
Jimmy W. Porter and Anthony R. Porter personally appeared before me
and acknowledged the due execution of the aforesaid document.

Witness my Hand and Seal this 29th day of March, 1999.

Cheresa A. Chisler
Notary Public for South Carolina
My Commission Expires: 3-22-2002

0635

Exhibit "A"

ALL those certain pieces, parcels, or lots of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina and being designated as open spaces, ponds, community spaces, streets, roadways, right-of-ways, including but not limited to Wrights Point Circle, Wright's Point Subdivision, on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 4th day of May, 1998, entitled "Plat Showing Wright's Point, Phase I", a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 66 at Page 184. For a more accurate description of said lot as to metes and bounds, courses and distances, reference is craved to the aforementioned plat of record.

The property being conveyed herein is a portion of the same property which the Grantors acquired by deed of Lewis H. Wright and John D. Wright, Individually and as Co-Personal Representatives of Estate of Alice H. Wright, and Alice Twiggs and Elizabeth Williams dated the 31st day of December, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 1026 at Page 1127 and Record Book 1026 at Page 1132.

This deed prepared in the Law Office of Sherwood N. Fender and Associates, 1509 King Street, Beaufort, South Carolina 29902.

Dist 110
Map 3
Parcels -- *Portion* Parcels 3 & 5

~~Fender~~
~~FILED 2698~~
~~JOHN SULLIVAN JR.~~
~~CLERK~~
99 APR -5 PM 12:47
BK FOLDER# PG

Fender
FILED 2698
JOHN SULLIVAN JR.
CLERK
99 MAY 20 AM 8:38
BK 1172 PG 2103
FOLDER#

2106

14
RECORDED THIS 14 DAY
OF June 19 99
IN BOOK 1172 PAGE 734
John A. Burris
AUDITOR, BEAUFORT COUNTY, SC.

0637

3 10.00
66683

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BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED
TRANSFER FEES \$ 0
COUNTY \$ 82.60 STATE \$ 195.00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, ANTHONY R. PORTER, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to me in hand paid at and before the sealing of these presents, by J. BENNETT MCNEAL, DBA MCNEAL LAND COMPANY, P. O. BOX 2424, BEAUFORT, SOUTH CAROLINA 29902, in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said J. BENNETT MCNEAL, DBA MCNEAL LAND COMPANY, his heirs, successors and assigns forever, the following described real estate, to-wit:

See attached sheet for description of property

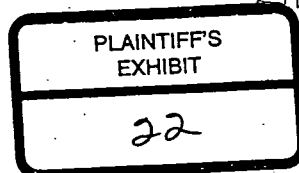
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said J. BENNETT MCNEAL DBA MCNEAL LAND COMPANY, his heirs, successors and assigns forever.

And I, ANTHONY R. PORTER, do hereby bind myself, my heirs, and assigns to warrant and forever defend all and singular the said premises unto the said J. BENNETT MCNEAL DBA MCNEAL LAND COMPANY, his heirs, successors and assigns, against me, my heirs and assigns and any persons whomsoever lawfully claiming or to claim the same, or any part hereof.

IN WITNESS WHEREOF, I, ANTHONY R. PORTER, have caused these presents to be executed in my name this 23rd day of April,

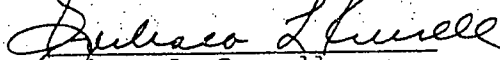
0638

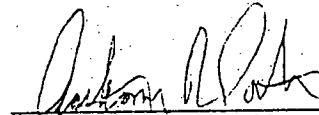


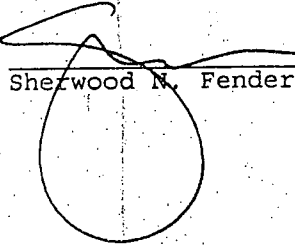
1918

in the year of our Lord one thousand nine hundred and ninety-nine
and in the two hundred and twenty-third year of the Sovereignty and
Independence of the United States of America.

Signed, Sealed and
Delivered in Presence Of


Barbara L. Russell


ANTHONY R. PORTER


Sherwood N. Fender

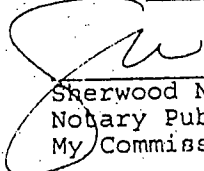
STATE OF SOUTH CAROLINA

County of Beaufort

)
) ACKNOWLEDGMENT
)

I, the undersigned Notary Public, do hereby certify that
Anthony R. Porter personally appeared before me and acknowledged
the due execution of the foregoing instrument.

Witness my Hand and Seal this 23rd day of April, 1999.


Sherwood N. Fender
Notary Public for South Carolina
My Commission Expires: 1-15-2009

0639

1919

Exhibit "A"

ALL those certain pieces, parcels or lots of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina and being designated as Lot ONE (1), TWO (2), THREE (3) AND FOUR (4), Phase I, Wright's Point Subdivision, on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 4th day of May, 1998 with latest revision dated the 4th day of May, 1999, entitled "Plat Showing Wright's Point, Phase I", a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 69 at Page 122. For a more accurate description of said lots as to metes and bounds, courses and distances, reference is craved to the aforementioned plat of record.

This conveyance is made by the Grantor and accepted by the Grantee with the understanding and agreement that the Declaration of Covenants, Conditions, Restrictions and Easements for Wright's Point recorded in the Office of the Register of Deeds for Beaufort County, S. C. in Record Book 1049 at page 2383 and rerecorded in Book 1152 at Page 2278 are hereby made applicable to and imposed upon the aforementioned lot and shall be covenants running with the land.

The property being conveyed herein is the same property which the Grantor acquired by deed of Lewis H. Wright and John D. Wright, Individually and as Co-Personal Representatives of Estate of Alice H. Wright, and Alice Twiggs and Elizabeth Williams dated the 31st day of December, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 1026 at Page 1132 and by deed of Jimmy W. Porter dated the 23rd day of April, 1999 recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 1243 at Page 1918.

This deed prepared in the Law Office of Sherwood N. Fender and Associates, 1509 King Street, Beaufort, South Carolina 29902.

Dist 110, Map 32, Parcel 215, 16, 17 + 18

Jendb1
FILED 3497
JOHN A. SULLIVAN, JR.
P.M.C.
DEAUFORT COUNTY, S.C. *1243*

1920

99 DEC 21 PM 12:40

BK *1243* PG *1917*
FOLDER #

1243

1917

2.

3
1000

510

Whereas, Anthony R. Porter on the 23rd day of April, 1999 conveyed to J. Bennett McNeal dba McNeal Land Company Lots 1, 2, 3, and 4 of Wrights Point Subdivision recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 120 at Page 142; and

1322

Whereas, it was the intention that the above conveyance also contain the residual Parcel "B" containing 19.74 acres on that certain plat prepared by Gasque and Associates, dated 17th day of December, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 64 at Page 98

NOW, THEREFORE, this deed has been prepared and is being recorded

STATE OF SOUTH CAROLINA	)	
COUNTY OF BEAUFORT	)	WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, ANTHONY R. PORTER, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to him in hand paid at and before the sealing of these presents, by J. BENNETT MCNEAL DBA MCNEAL LAND COMPANY, P. O. Box 2424, Beaufort, South Carolina 29901, the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said J. BENNETT MCNEAL DBA MCNEAL LAND COMPANY, his heirs, successors and assigns forever, the following described real estate to-wit:

See attached Exhibit "A" for description of property

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, all and singular the said premises before mentioned unto the said J. BENNETT MCNEAL DBA MCNEAL LAND COMPANY, his heirs, successors and assigns, forever.

And I, ANTHONY R. PORTER, do hereby bind myself and my heirs and assigns, to warrant and forever defend all and singular the said premises unto the said J. BENNETT MCNEAL DBA MCNEAL LAND COMPANY, his heirs, successors and assigns, against me and my heirs and assigns, and any persons whomsoever lawfully claiming or to claim the same, or any part hereof.

IN WITNESS WHEREOF, I, ANTHONY R. PORTER, have caused these presents to be executed in my name this 23rd day of April, in

110-34-63

0642

PLAINTIFF'S
EXHIBIT

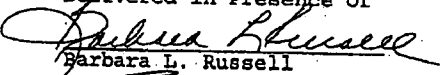
23

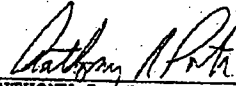
EXHIBIT

1323

the year of our Lord one thousand nine hundred and ninety-nine and
in the two hundred and twenty-third year of the Sovereignty and
Independence of the United States of America.

Signed, Sealed and
Delivered in Presence Of


Barbara L. Russell


ANTHONY R. PORTER

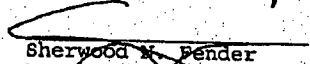

Sherwood N. Fender

STATE OF SOUTH CAROLINA)

County of Beaufort)

I, the undersigned Notary Public do hereby certify that
Anthony R. Porter did personally appear before me and acknowledged
the due execution of the foregoing instrument.

Witness my Hand and Seal this 20th day of April, 1999.


Sherwood N. Fender
Notary Public for South Carolina
My Commission Expires: 1-15-2009

0643

Exhibit "A"

ALL that certain piece, parcel or tract of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, formerly referred to as Belleview Bluff Subdivision and more particularly shown as Parcel "B" containing 19.74 acres on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 17th day of December, 1997 entitled "Boundary Survey of Parcels "A", "B", "C", and "D", Wright's Point", a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 64 at Page 98. For a more accurate description of said tract of land, reference is craved to the aforementioned plat of record.

This conveyance is made by the Grantor and accepted by the Grantee with the understanding and agreement that the Declaration of Covenants, Conditions, Restrictions and Easements for Wright's Point recorded in the Office of the Register of Deeds for Beaufort County, S. C. in Record Book 1049 at Page 2383 and rerecorded in Book 1152 at Page 2278 are hereby made applicable to and imposed upon the aforementioned lot and shall be covenants running with the land.

The property being conveyed herein is a portion of the same property which the Grantor acquired by deed of Lewis H. Wright and John D. Wright, Individually and as Co-Personal Representatives of Estate of Alice H. Wright, and Alice Twiggs and Elizabeth Williams dated the 31st day of December, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 1026 at Page 1132.

This deed prepared in the Law Office of Sherwood N. Fender and Associates, 1509 King Street, Beaufort, South Carolina 29902.

Dist 110 , Map 34 , Parcel portion of J

Leider
3528

FILED
JONIA SULLIVAN, JR.
R.M.C.
WILMINGTON COUNTY, S.C.

00 JAN -5 PM 12:56

BR 1248 PG 1322

FOLDER #

RECEIVED

1325

1248

1322

Q

0645



Beaufort County ROD

DATE: 07/10/2001 04:33:28 PM

FILE NUM 2001041838

BOOK/PAGE 01444/0941

 RE. DEED
 2001 5 10:21 AM
 30 am D. B. B. B.
 BEAUFORT COUNTY AUDITOR
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT ANTHONY RAY PORTER ("Grantor") of 34 Wright's Point Circle, Beaufort, South Carolina 29906, in the State aforesaid, for and in consideration of the sum of \$1, to me in hand paid by ANTHONY RAY PORTER AS TRUSTEE OF THE ANTHONY RAY PORTER QUALIFIED PERSONAL RESIDENCE TRUST DATED NOVEMBER 15, 2000 ("Grantee") of 34 Wright's Point Circle, Beaufort, South Carolina 29906, in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release unto the said Grantee, the property shown on EXHIBIT A hereto attached,

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 all and singular the premises before mentioned unto the said Grantee, and the said Grantee's heirs, successors and assigns, forever.

AND the Grantor does hereby bind the Grantor, the Grantor's heirs, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, the Grantee's heirs, successors and assigns, against the Grantor and the Grantor's heirs, successors and assigns and against any persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal, this 19th day of June, 2001.

Signed, Sealed and Delivered
in the Presence of

Margaret Breech
1st Witness

Anthony Ray Porter
Anthony Ray Porter, Grantor

Ellen K. Miller
2nd Witness

STATE OF South Carolina
COUNTY OF Beaufort

ACKNOWLEDGEMENT

I, Ellen K. Miller, Notary Public for the State of South Carolina
do hereby certify that the above-named Grantor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of June, 2001.

Ellen K. Miller (SEAL)
Signature
My Commission Expires: May 8, 2010

ADD DMP Record 9/19/2001 03:39:16 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R110	032	000	0228	0000	00

CHANGE DMP Record 9/19/2001 03:40:06 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R110	032	000	0228	0000	00

This deed was prepared by Harley D. Ruff, Esq., Ruff & Ruff, LLC, 24 Professional Village Circle, Beaufort, South Carolina, 29902, without the benefit of a title search or a title examination.

0646

PLAINTIFF'S
EXHIBIT

24

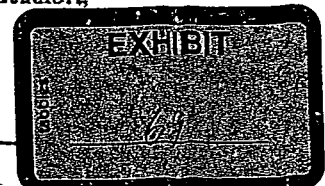


EXHIBIT A

ALL those certain pieces, parcels or tracts of land being Lot Fourteen (14) and Lot Fifteen (15), situate, lying and being on Port Royal Island, Beaufort County, South Carolina, said lots being more particularly known as a portion of Belleview Plantation and a portion of Magnolia Bluff Plantation, and being more fully shown and described on that certain plat recorded in Plat Book 64 at Page 150 recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

These two Lots are subject to the Declaration of Covenants and Restrictions for Wrights Point Subdivision as recorded in Record Book 1152 at Page 2278.

This is a portion of the same real property conveyed to Anthony R. Porter from Mary P. Logan by deed dated December 31, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on February 11, 1998 in Deed Book 1013 at Page 2035.

TMS# R100-032-000-0006-0000



RECORDED
2001 Sep -18 04:13 PM

Sharon Q. Burns
BEAUFORT COUNTY AUDITOR

DATE: 07/30/2001 04:19:51 PM

FILE NUM 2001046102

BOOK/PAGE 01452/0885

REC BY S SMITH RCPT# 15322

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT ANTHONY RAY PORTER ("Grantor") of 34 Wright's Point Circle, Beaufort, South Carolina 29906, in the State aforesaid, for and in consideration of the sum of \$1, to me in hand paid by ANTHONY RAY PORTER AS TRUSTEE OF THE ANTHONY RAY PORTER QUALIFIED PERSONAL RESIDENCE TRUST DATED NOVEMBER 15, 2000 ("Grantee") of 34 Wright's Point Circle, Beaufort, South Carolina 29906, in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release unto the said Grantee, the property shown on EXHIBIT A hereto attached,

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 all and singular the premises before mentioned unto the said Grantee, and the said Grantee's heirs, successors and assigns, forever.

AND the Grantor does hereby bind the Grantor, the Grantor's heirs, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, the Grantee's heirs, successors and assigns, against the Grantor and the Grantor's heirs, successors and assigns and against any persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal, this 30 day of July, 2001.

Signed, Sealed and Delivered
in the Presence of

Laura Vickrey
1st Witness
Mary Breedy
2nd Witness

Anthony Ray Porter
Anthony Ray Porter, Grantor

STATE OF South Carolina
COUNTY OF Beaufort

ACKNOWLEDGEMENT

I, *Laura Lee Vickrey*, Notary Public for the State of South Carolina, do hereby certify that the above-named Grantor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 30 day of July, 2001.

Laura Lee Vickrey (SEAL)
Signature
My Commission Expires: Aug 17, 2009

ADD DMP Record 9/14/2001 06:12:37 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R110	032	000	0227	0000	00

0648

PLAINTIFF'S
EXHIBIT

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EXHIBIT

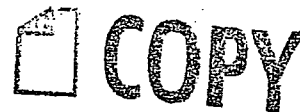
EXHIBIT A

BOOK/PAGE 01452/0886

A portion of ALL those certain pieces or parcels or tracts of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, known as Lot # 13 of Wrights Point Subdivision, formerly referred to as Belleview Bluff Subdivision, and more particularly shown as Parcel "B" containing 19.74 Acres and Parcel "C", containing 10.45 acres, on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 17th day of December, 1997 and entitled "Boundary Survey of Parcels "A", "B", "C", and "D", Wrights Point", a copy of which is recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 65 at Page 46. For a more complete description of said tract of land, reference may be made to the plat aforementioned plat of record.

This is a portion of said property conveyed to Anthony R. Porter from Lewis H. Wright and John D. Wright Individually and as Co-Personal Representatives of the Estate of Alice H. Wright, Alice Twiggs and Elizabeth Williams by deed dated December 31, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on March 25, 1998 in Deed Book 1026 at Page 1132.

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 COPY

THE ANTHONY RAY PORTER
QUALIFIED PERSONAL RESIDENCE TRUST

THIS IS A TRUST AGREEMENT dated the 20 day of November, 2000, between ANTHONY RAY PORTER of Beaufort County, South Carolina (described herein in the first person and sometimes referred to as the "Grantor"); and myself, as Trustee (the "Trustee").

WHEREAS, in consideration for the payment directly to me of an amount which represents the fair market value of the remainder interest in the property being transferred to this trust determined under the actuarial tables published by the U.S. Internal Revenue Service pursuant to Code Sec. 7520, I am transferring property to this trust, which is described in Code Sec. 2702(a)(3)(A)(ii) and which meets the requirements of a qualified personal residence trust as defined in Reg. Sec. 25.2702-5(c) ("Code" referring in this Agreement to the Internal Revenue Code and "Reg" to the Treasury Regulations under the Code); and

WHEREAS, the Trustee is willing to accept the Trust hereby created and covenants to discharge faithfully the duties of a trustee hereunder;

NOW, THEREFORE, I hereby transfer property described on Schedule A hereto annexed, to the Trustee, IN TRUST, and the Trustee agrees to accept the property and to hold, manage and distribute the property under the terms of this Agreement.

ARTICLE I.
Name of Trust

This Agreement and the Trust hereunder may be referred to as The Anthony Ray Porter Qualified Personal Residence Trust.

ARTICLE II.
Background Information and Identification of Family

I, Anthony Ray Porter, am the person establishing this Trust. I was born on February 4, 1957. My social security number is . I am presently a domiciliary and resident of Beaufort County, South Carolina. My South Carolina domicile was established in 1991. I am a citizen of the United States.

I have the following child now living: Martin Wyatt Porter. I have no child now deceased leaving descendants now living. All references to my children, or similar designation, include the children identified as such by name above, and will also include any child or children hereafter born to or adopted by me, and no others. All references to my descendants will include only my children (as defined above) and their descendants and no others. This Article is to be interpreted literally and strictly.

Initialed for Authenticity:
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PLAINTIFF'S
EXHIBIT

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ARTICLE III.
Residence Term

The "Residence Term" shall begin on the first day property is transferred to the Trustee and shall expire upon the date of my death.

ARTICLE IV.
Permitted Assets

During the Residence Term, the Trustee shall hold only assets permitted by Reg. Sec. 25.2702-5(c) and therefore shall not hold any asset in the Trust other than:

A. Personal Residence. One residence (or an undivided fractional interest in one residence), which shall be used or held for use as a personal residence of mine ("the residence"). The residence shall comprise only real property or a type of personal property (such as a cooperative apartment) that can meet the definition of a residence under the Regulations, and during the Residence Term no tangible personal property shall be held in the Trust. Whether the residence is used or held for use as a personal residence of mine at any time shall be determined under the applicable provisions of the Regulations, including relevant examples. I direct the Trustee to follow the requirements of the Regulations in administering the Trust during the Residence Term so that the residence shall at all times be used or held for use as a personal residence of mine. No person shall be permitted to occupy the residence and the residence shall not be put to any use except as permitted by Reg. Sec. 25.2702-5(c) for a residence used or held for use as a personal residence of mine. A residence used or held for use as a personal residence of mine is hereinafter referred to as a "personal residence."

B. Cash Additions. Additions of cash (which shall be held in a separate account), but only in an amount which, when added to the cash already held in the account for such purposes, does not exceed the amount required:

1. for payment of trust expenses (including mortgage payments) already incurred or reasonably expected to be paid by the Trust within six months from the date the addition is made,
2. for improvements to the residence to be paid by the Trust within six months from the date the addition is made,
3. for purchase by the Trust of the initial residence, within three months of the date the Trust is created, provided that no addition may be made for this purpose, and the Trust may not hold any such addition, unless the Trustee has previously entered into a contract to purchase that residence, and
4. for purchase by the Trust of a personal residence to replace another personal residence, within three months of the date the addition is made, provided that no

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addition may be made for this purpose, and the Trust may not hold any such addition, unless the Trustee has previously entered into a contract to purchase the replacement residence.

5. The Trustee shall determine, at least quarterly, the amounts held by the Trust for payment of expenses in excess of the amounts permitted by this article. The Trustee shall distribute any such excess amounts to me immediately after such determination. The Trustee shall also determine, on the date of the termination of my interest in the Trust, the amounts held by the Trust for payment of expenses (including expenses of termination) in excess of the amounts permitted by this article. The Trustee shall distribute any such excess amounts to me within thirty (30) days after the date of the termination of my interest in the Trust.

C. **Improvements to Residence.** Improvements to the residence, provided that the residence as improved meets the requirements of a personal residence.

D. **Sale Proceeds.** Proceeds from the sale of the residence, which shall be held in a separate account. However, the Trust shall cease to be a Qualified Personal Residence Trust as to such proceeds on the date described in the article entitled "Cessation of Qualified Status."

E. **Insurance Policies.** Policies of insurance on the residence.

F. **Insurance Proceeds.** The proceeds of insurance (which shall be held in a separate account) payable to the Trust as a result of damage to or destruction of the residence. However, the Trust shall cease to be a Qualified Personal Residence Trust as to such proceeds on the date described below in the article entitled "Cessation of Qualified Status." Amounts received as a result of the involuntary conversion (within the meaning of Code Sec. 1033) of the residence shall be treated as proceeds of insurance held under this paragraph.

G. **Qualified Annuity Interest.** Other assets held to provide a qualified annuity interest paid under the article entitled "Payment of Annuity Amount," and created under the circumstances detailed in the article entitled "Cessation of Qualified Status."

ARTICLE V. Distributions During Residence Term

The Trustee shall make distributions during the Residence Term as follows:

A. **Distributions of Income.** The Trustee shall distribute all the net income of the Trust to me at least annually.

B. **Distributions of Excess Cash.** The Trustee shall distribute cash to me or to my estate to the extent required by the article entitled "Permitted Assets."

C. **Distribution of Disqualified Assets.** The Trustee shall distribute any assets as to which the Trust has ceased to be a Qualified Personal Residence Trust in the manner required by the article entitled "Cessation of Qualified Status" and thereafter this article shall cease to apply



to such property, which shall be disposed of under the terms of the article entitled "Payment of Annuity Amount."

D. **Distribute Only to Me.** The Trustee shall not distribute any trust property to any beneficiary other than me prior to the expiration of the Residence Term, but this shall not prevent the payment of expenses properly chargeable to the Trust.

ARTICLE VI. Commutation Prohibited

My interest in the Trust during the Residence Term shall not be commuted.

ARTICLE VII. Cessation of Qualified Status

A. **Introduction.** The Trust shall cease to be a Qualified Personal Residence Trust (wholly or with respect to particular assets) upon the occurrence of any of the following:

1. If the residence ceases to be used or held for use as a personal residence of mine, the entire Trust thereupon shall cease to be a Qualified Personal Residence Trust, unless the cause is a sale of the residence or damage or destruction that renders the residence unusable as a personal residence.

2. If the residence is sold, the Trust shall cease to be a Qualified Personal Residence Trust with respect to all proceeds of sale upon the first to occur of (i) the date that is two years after the date of sale, (ii) the date of expiration of the Residence Term, or (iii) the date on which a new personal residence is acquired by the Trust.

3. If damage or destruction renders the residence unusable as a personal residence, the Trust shall cease to be a Qualified Personal Residence Trust upon the first to occur of (i) the date that is two years after the date of damage or destruction, or (ii) the date of expiration of the Residence Term, unless, prior to such date, (1) replacement of or repairs to the residence are completed, or (2) a new residence is acquired by the Trust.

4. If the Trust receives proceeds of insurance (or involuntary conversion proceeds treated as proceeds of insurance) as a result of damage to or destruction or involuntary conversion of the residence, the Trust shall cease to be a Qualified Personal Residence Trust with respect to all such proceeds upon the first to occur of (i) the date that is two years after the date of damage, destruction, or involuntary conversion, (ii) the date of expiration of the Residence Term, or (iii) the date on which replacement or repairs to the residence are completed or a new personal residence is acquired by the Trust.

B. **Disposition of Disqualified Assets.** Within thirty (30) days after the date on which the trust has ceased to be a Qualified Personal Residence Trust or has ceased to be a Qualified Personal Residence Trust with respect to particular assets, the trust property (or such



assets) shall be converted to a qualified annuity interest meeting the requirements of Reg. Sec. 25.2702-5(c)(8)(ii) and shall be held in a separate share of the Trust. The separate share shall be disposed of under the terms of the article entitled "Payment of Annuity Amount." With respect to the annuity payable from such share, "cessation date" means the date of sale of the residence, the date of damage to or destruction of the residence, or the date on which the residence ceases to be used or held for use as a personal residence, as the case may be. "Conversion date" means the date that the assets comprised in such share are converted to a qualified annuity interest pursuant to this paragraph.

ARTICLE VIII. Payment of Annuity Amount

A. **Pay to Me.** From assets converted to a qualified annuity interest and held in a separate share under this article, the Trustee shall pay to me the annuity amount defined in the next paragraph for the period from the cessation date for such assets to the expiration of the Residence Term. My right to receive the annuity amount shall begin on the cessation date for such assets, but the Trustee may defer payment of any annuity amount otherwise payable until the date that is thirty (30) days after the conversion date for such assets, provided that any such deferred payment shall bear interest from the cessation date at a rate not less than the rate in effect under Code Sec. 7520 on the cessation date. The Trustee may reduce the aggregate deferred annuity payments to me by the amount of income actually distributed to me during the deferral period. Subject to these deferral provisions, the annuity amount shall be paid in each taxable year of the Trust.

B. **Definition of Annuity Amount.** If, on the conversion date, the assets of the trust do not include a personal residence, the annuity amount shall be the amount determined by dividing the lesser of (i) the value of all interests retained by me (as of the date of the original transfer or transfers), or (ii) the value of all the Trust assets as of the conversion date, by an annuity factor determined for the original Residence Term at the rate used in valuing my retained interest at the time of the original transfer. If, on the conversion date, the assets of the Trust include a personal residence, the annuity amount shall be the amount determined under the preceding sentence multiplied by a fraction. The numerator of the fraction shall be the excess of the fair market value of the Trust assets on the conversion date over the fair market value of the assets as to which the Trust continues as a Qualified Personal Residence Trust; and the denominator of the fraction shall be the fair market value of the Trust assets on the conversion date. The Trustee shall follow the principles of Example 6 of Reg. Sec. 25.2702-5(d) to the extent relevant in applying this paragraph.

C. **Frequency and Source of Payments.** The annuity amount shall be paid quarterly from income and, to the extent income is not sufficient, from principal. Final payment for a taxable year may be deferred if necessary for administrative reasons, but shall always be made no later than the due date (before extensions) of the Trust's federal income tax return for that year.



D. **Excess Income.** Any income of the separate share for a taxable year not otherwise disposed of pursuant to this Agreement shall be distributed to me at least annually.

E. **Incorrect Valuation.** If the net value determining the annuity amount is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the Trustee shall pay to me (in the case of an undervaluation) or receive from me (in the case of an overvaluation) an amount equal to the difference between the annuity amounts properly payable and the annuity amounts actually paid.

F. **Prohibited Payments.** No payment of the annuity amount shall be made to any person other than me. My interest in the annuity amount shall not be commuted.

G. **Proration of Annuity Amount.** In determining the annuity amount, the Trustee shall prorate the same on a daily basis for a short taxable year and for the taxable year of the expiration of the Residence Term and for the taxable year in which the cessation date occurs if the cessation date does not occur on the first day of the taxable year.

H. **No Additional Contributions.** No additional contributions shall be made to a separate share under this article after the conversion of the assets initially comprising the share. If the Trust ceases to be a Qualified Personal Residence Trust as to different assets at different times, there may be more than one separate share under this article.

ARTICLE IX. Taxable Year

The taxable year of the Trust shall be the calendar year.

ARTICLE X. Distribution Upon Expiration of Residence Term

Upon the expiration of the Residence Term, the Trustee shall distribute the trust property to the Trustee of The Anthony Ray Porter Irrevocable Trust #2 dated November 7, 2000.

ARTICLE XI. Irrevocability

This Agreement shall be irrevocable. I shall have no right to alter it or amend it in any way and, notwithstanding any other provision hereof, none of the principal and none of the income therefrom shall ever be payable to me, to discharge any obligation of mine, to my creditors, to my estate or to the creditors of my estate. The authorization to distribute income or principal for a beneficiary's support does not include authority to make distributions that would discharge or substitute for any obligation of mine to support the beneficiary. I intend that no distribution from a trust hereunder shall be deemed to discharge or substitute for my obligation to support a beneficiary of a trust hereunder, and I direct that no distribution shall be made that would have that effect.

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ARTICLE XII. Trustees

A. **Trustee Appointments.** A Trustee who is a party to this Agreement shall serve as Trustee of each trust under this Agreement except where this article or some other provision of this Agreement specifically provides otherwise.

B. **Other Trustees.**

1. I appoint Jimmy W. Porter to be the Trustee when all persons previously named cease to qualify or cease to act.

2. I appoint J. Thomas Mikell to be the Trustee when all persons previously named cease to qualify or cease to act. Notwithstanding this appointment, and notwithstanding any other provisions herein or provisions of law to the contrary, during such time as Sherwood N. Fender is living and is not disabled and has not resigned from serving under this document, I direct that J. Thomas Mikell may not buy, sell, transfer, mortgage or otherwise encumber any real estate except to the extent such action is expressly approved in writing by Sherwood N. Fender in his capacity as Trustee.

3. I appoint Sherwood N. Fender to be the Trustee when all persons previously named cease to qualify or cease to act.

4. Except as expressly provided to the contrary elsewhere in this Agreement, Trustees shall be entitled to serve based on the following rules:

a) first, each Trustee who is a party to this Agreement shall be entitled to serve,

b) second, any successor Trustee named by me in this Agreement shall be entitled to serve; multiple successor Trustees named by me shall be entitled to serve in the order in which they have been named by me,

c) third, a then-serving Co-Trustee effectively appointed by another Trustee shall be entitled to continue serving,

d) fourth, a successor Trustee effectively appointed by another Trustee shall be entitled to serve.

5. In the event that the sole trustee of a trust is a beneficiary of the trust, the trustee may appoint but shall not be required to appoint a Co-Trustee as provided herein. A beneficiary's interest may not be merged or converted into a legal life estate or estate for years because the beneficiary is the sole trustee, but if this would still happen under applicable law, then a Co-Trustee shall be appointed in preference to such merger or conversion.



6. Separate trusts hereunder may have different trustees pursuant to these provisions.

7. A Trustee may be appointed pursuant to this article for a limited purpose or to hold only specified powers.

C. Additional Provisions Regarding Changes in Fiduciaries.

1. Any Trustee may resign at any time without court approval and whether or not a successor has been appointed.

2. Each individual Trustee (including successors) shall have the right to appoint a successor individual Trustee by an instrument in writing, such appointment to take effect upon the death, resignation or incapacity of the appointing Trustee. An appointment may be changed or revoked until it takes effect. If I have named a successor or successors to the appointing Trustee in this Agreement, the appointment of a successor under this paragraph shall take effect only if and when all Trustees that I have appointed fail to qualify or cease to act.

3. The individuals (and any corporation) acting as the Trustee may at any time acting unanimously by written instrument appoint an individual or a corporation with fiduciary powers as a Co-Trustee.

D. Accountings & Other Proceedings.

1. I direct that the trust hereunder be subject to independent administration with as little court supervision as the law allows. The Trustee shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. The Trustee shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as the Trustee shall determine. The Trustee shall pay the costs and expenses of any such action or proceeding, including but not limited to the compensation and expenses of attorneys and guardians, out of the property of the trust. The Trustee shall not be required to register any trust hereunder.

2. I direct that in any proceeding relating to the trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, exonerations, and indemnities.

E. Trustee Must Not Disqualify Trust. The Trustee is prohibited from exercising any power or discretion granted by law or by this Agreement that would be inconsistent with the qualification of the residence as a personal residence during the Residence Term or the qualification of the Trust as a Qualified Personal Residence Trust within the meaning of Reg.



Sec. 25.2702-5(c). In particular, the Trustee is prohibited from selling or otherwise transferring the residence, directly or indirectly, to me, or to any entity controlled by me during the Residence Term or at any time after the Residence Term if the trust holding the residence is then a grantor trust deemed owned by me for federal income tax purposes, provided that such a sale or transfer may be made if and when it becomes permissible under the Regulations.

F. Governing Law and Trustee Powers. The interpretation and operation of the trust shall be governed by the laws of the State of South Carolina. The Trustee may, without prior authority from any court, exercise all powers conferred by this Agreement or by common law or by any fiduciary powers act or other statute of the State of South Carolina or any other jurisdiction whose law applies to the Trust. The Trustee shall have absolute discretion in exercising these powers. Except as specifically limited by this Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property. These powers, however, shall not apply during the Residence Term except to the extent consistent with qualification of the trust as a Qualified Personal Residence Trust described in Reg. Sec. 25.2702-5(c). The powers of the Trustee shall include the following:

1. The Trustee may determine what property is covered by general descriptions contained in this Agreement.

2. The Trustee (excluding, however, any Interested Trustee) may allocate receipts and disbursements to income or principal in such manner as the Trustee (excluding, however, any Interested Trustee) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law.

3. The Trustee may make any election available under the tax laws in such manner as the Trustee shall determine, even though a Trustee may have an interest affected by the election, except where a Trustee is prohibited from participating in the election by another provision of this Agreement.

4. The Trustee may buy, sell and trade in securities or other property of any nature, including puts, calls, options and short sales, and sales on margin, and for such purposes to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee, and to otherwise deal with the property of the Trust, as fully and completely as if the Trustee were the absolute owner, and without being restricted by laws limiting the investments of fiduciaries.

5. The Trustee may retain any property originally owned by me, and invest and reinvest in all forms of real and personal property, whether inside or outside the United States, including without limitation, common trust funds of a corporate Trustee, mutual funds, partnerships (including a partnership in which a Trustee is a partner), and other forms of joint investment (which may but need not be managed by, advised by, or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by Trustees.

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6. The Trustee may compromise claims or debts and abandon or demolish any property which the Trustee shall determine to be of little or no value.

7. The Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time, and give options of any duration for sales, exchanges or leases.

8. The Trustee may join in any merger, reorganization, voting-trust plan or other concerted action of security holders, and delegate discretionary powers (including investment powers) in entering into the arrangement.

9. The Trustee may borrow from anyone, even if the lender is a Trustee under this Agreement, and may pledge property as security for repayment of the funds borrowed, including the establishment of a margin account. No Trustee shall be personally liable for any such loan, and such loan shall be payable only out of assets of the trust.

10. The Trustee may, without the consent of any beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the beneficiaries (including any trust) in such proportions, not necessarily pro rata, as the Trustee may determine, even though a Trustee has an interest affected by the distribution and even though different beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the fair market value of property on the date of distribution is used in determining the extent to which any distribution satisfies a sum or share.

11. The Trustee may apply to the use of any individual, any property, whether principal or income, that otherwise would or could be distributed directly to such individual.

12. The Trustee may, with respect to any real property: (i) partition, subdivide or improve such property and enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which a trust hereunder has an interest and impose or extinguish restrictions on any such real estate; (ii) sell, exchange, lease for any period, mortgage, alter, or otherwise dispose of such property and execute any instrument necessary to do that; and (iii) charge to principal the net loss incurred in operating or carrying non-income producing real property.

13. The Trustee may acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of the beneficiaries of any trust and, if the Trustee, in the exercise of sole and absolute discretion, determines that it would be in the best interests of the beneficiaries of any trust to maintain a residence for their use but that the residence owned by the Trustee should not be used for such purposes, the Trustee may sell said residence and apply the net proceeds of sale to the purchase of such other residence or make such other arrangements as the Trustee, in the exercise of sole and absolute discretion, shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and



thereafter held, administered and disposed of as a part thereof. The Trustee may pay all carrying charges of such residence, including but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of the beneficiaries of the trust.

14. The Trustee may acquire, hold and maintain as a part of each trust hereunder any and all articles of tangible personal property or any other property whether productive, underproductive or unproductive of income, and without any duty to convert such property to productive property, and pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustee, in the exercise of sole and absolute discretion, deem suitable for the purpose.

15. The Trustee may permit any income beneficiary of any trust created hereunder to occupy any real property or use any personal property forming a part of the trust estate on such terms as the Trustee may determine, whether rent free or in consideration of payment of taxes, insurance, maintenance or ordinary repairs, or otherwise.

16. The Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

17. The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

18. The Trustee may consolidate any trust with another trust having identical terms and the same trustee (whether or not under this Agreement) and administer the two as one trust, provided that each portion of the consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came.

19. The Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, to enable GST exemption to be allocated separately to one of the trusts, or to enable the election under Code Sec. 2652(a)(3) to be made separately over one of them, or otherwise to make possible a separate trust with a zero inclusion ratio, or because the trusts have different transferors for GST purposes, or for any other purpose. Any such division shall be by fractional shares and each share shall participate pro rata in income, appreciation, and depreciation to the time of division. Any relevant pecuniary amount (such as the obligation to pay an annuity, or the right to withdraw that amount referred to in Code Sec. 2514(e)(1) (currently, five thousand dollars (\$5,000.00)))



shall be applied pro rata to the separate trusts based on the fractional shares into which they are divided.

20. The Trustee may make loans to, and buy property from, my estate or the trustee of any trust subject to any wealth transfer tax upon my death, regardless of the fact that one or more or all of the persons serving as Trustee hereunder are also serving as a selling or borrowing executor or trustee; provided that such loans shall be for adequate interest and shall be adequately secured and such purchases shall be for fair market value.

21. The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisers, and employ agents, clerks and other employees, and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

22. The Trustee may accept or decline to accept additions from any source.

G. Amendment to Ensure QPRT Qualification. The Trustee shall have the fiduciary power, acting alone, to amend the Trust in any manner required for ensuring that the Trust is at all times a Qualified Personal Residence Trust described in Reg. Sec. 25.2702-5(c). References to the Code and the Regulations shall be deemed to incorporate changes enacted or promulgated after the date of this Agreement to whatever extent is necessary to ensure such continuing qualification.

H. Additional General Provisions Regarding Fiduciaries.

1. "Interested Trustee" means for any trust a trustee who is (i) myself, (ii) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust, or (iii) a person who is or in the future may be eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (ii) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (iii) even if the person's only interest is a remote contingent remainder interest, but is not described in (iii) if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another person the exercise of which will take effect only in the future, such as a testamentary power held by a living person. A trustee who is not an Interested Trustee is a "Disinterested Trustee."

2. Under this Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, I intend that the separate trusts may but need not have the same investments and may but need not follow the same pattern of distributions. The Trustee's powers shall be exercisable separately with respect to each trust.

3. Except to the extent specifically provided otherwise in this Agreement, references to the Trustee shall, in their application to the trust hereunder, refer to all those from



time to time acting as Trustee of that trust and if two or more Trustee are eligible to act on a given matter they shall act by majority. In the exercise of discretion over distributions, if this Agreement provides that certain Trustees may participate in distributions limited by an ascertainable standard, while a different set of Trustees may participate in distributions for any purpose, if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

4. Individual Trustees shall receive compensation in accordance with the laws of the State of South Carolina in effect at the time of payment, unless the Trustee waives compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee or in the absence of such agreement in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Trustee to charge additional fees for services it provides to the trust hereunder that are not comprised within its duties as Trustee, for example, a fee charged by a mutual fund it administers in which the trust hereunder invests, or a fee for providing an appraisal, or a fee for providing corporate finance or investment banking services. I also recognize that a corporate Trustee may charge separately for some services comprised within its duties as Trustee, for example a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as Trustee.

5. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or by any beneficiary.

6. The fact that Trustee is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like, and property of the trust hereunder may be invested in individual securities, mutual funds, partnerships, private placements, or other forms of investment promoted, underwritten, managed, or advised by Trustee or such a firm.

7. The Trustee, may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel, and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation. The Trustee may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of the trust.

8. The fact that Trustee (or a firm of which Trustee is a member or with which Trustee is otherwise affiliated) renders legal or other professional services to the trust hereunder shall not be deemed a conflict of interest, and the Trustee may pay fees for such



services to such Trustee or firm without prior approval of any court or any beneficiary and whether or not there is a Co-Trustee to approve such payment. An attorney or other Trustee who also renders professional services shall receive full compensation for both services as Trustee and the professional services rendered, except as specifically limited by law.

9. If I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled, and subject to correction by a court only if the Trustee should act utterly without reason, or in bad faith, or in violation of specific provisions of this Agreement. If I have set forth general guidelines (as opposed to directions or dollar limits) for the Trustee in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be criticized or compelled. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education and support, (including support in an accustomed manner of living) or maintenance as those words shall create an ascertainable standard for federal tax purposes when applied to a trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as consistent therewith. An Interested Trustee may exercise discretion to make distributions to himself or herself subject to an ascertainable standard notwithstanding any contrary rule of law.

10. Notwithstanding any other provisions of this Agreement, each trustee is prohibited from making, voting on, or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that trustee, including the obligation to support a beneficiary of the Trust. Subject to that, in exercising discretion over distributions, the Trustee may consider, or may disregard, other resources available to any beneficiary.

11. Unless I have specifically provided otherwise, and subject to any ascertainable standard governing its exercise, the Trustee's discretionary power to distribute income or principal includes the power to distribute all of such income and/or principal to one or more members of a class to the exclusion of others whether or not the terms of the Trust specifically mention that possibility.

12. A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

13. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

I. **Exoneration From Security.** No Trustee shall be required to give bond or other security in any jurisdiction, and if despite this exoneration a bond is nevertheless required, no sureties shall be required.



ARTICLE XIII.
Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Agreement:

A. Include Children and Descendants. References to "children" and "descendants" shall include children and descendants whenever born.

B. Surviving Spouse. An individual's "surviving spouse" means the person (if any) surviving the individual to whom the individual is married at the time of the individual's death.

C. Minor. Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question, except in cases when this Agreement has specifically defined "Minor" to mean a person under twenty-one (21) years of age.

D. Code and Regulations. References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" or "Regs." are to the Treasury Regulations under the Internal Revenue Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Agreement, and a similar rule shall apply to references to the Regulations.

E. Gross Estate. "Gross estate" means my gross estate as determined for federal estate tax purposes (or for state death tax purposes where relevant).

F. By Right of Representation. Property that is to be divided among an individual's surviving or then living descendants "by right of representation" shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child's surviving or then-living descendants in the same manner.

G. Disabled Trustee. A Trustee is "disabled" (and while disabled shall not serve as Trustee) when a written certification is in effect that the examined Trustee is physically or mentally incapable of managing the affairs of the trust, whether or not there is an adjudication of the Trustee's incompetence.

1. This certification shall be valid only if it is signed by at least two (2) physicians, each of whom has personally examined the trustee and at least one (1) of whom is board-certified in the specialty most closely associated with the alleged disability.

2. This certification need not indicate any cause for the trustee's disability.
3. A certification of disability shall be rescinded when a serving trustee receives a certification the former trustee is capable of managing the trust's affairs. This certification, too, shall be valid only if it is signed by at least two (2) physicians, each of whom has personally examined the trustee and at least one (1) of whom is board certified in the specialty most closely associated with the former disability.
4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph, or for dealing with a trustee other than the one removed for disability based on these certifications.

ARTICLE XIV. Trust Is Not a Separate Taxpayer

I intend that this trust be a grantor trust for federal income tax purposes and all provisions of this trust shall be construed so as to effectuate this intent.

A. Power to Substitute Assets. Upon the demand by the Nonadverse Party, the Trustee shall transfer any trust assets to me in exchange for assets of equivalent value; provided, however, that this paragraph shall not apply to the extent that it would be inconsistent with the qualification of the Trust as a Qualified Personal Residence Trust within the meaning of Reg. Sec. 25.2702-5(c).

B. Power to Lend to Grantor. The Nonadverse Party shall have the power to direct that the Trustee lend to me any of the trust income and principal, in exchange for a promissory note of equal value to the amount lent, bearing adequate interest or adequate security, but not both; provided, however, that notwithstanding any provision of this Trust Agreement to the contrary, the Trustee shall not have the general power to make loans to any person other than me without regard to interest or security.

C. Power to Add Charities as Beneficiaries. The Nonadverse Party shall have the power to enlarge the class of beneficiaries of this trust by designating any charitable organization described in Code Sec. 170 as an additional beneficiary of the net income and/or principal of the trust. Following any such designation, the Trustee may pay or apply the net income and/or principal, as the case may be, to or for the benefit of one or more of the additional beneficiaries, in such amounts and proportions as the Trustee may determine in the Trustee's sole and exclusive discretion.

D. Nonadverse Party. The initial "Nonadverse Party" is Harley D. Ruff. The Nonadverse Party (including any Nonadverse Party named as such by the Trustee under the terms of this paragraph) shall have the right to appoint a successor Nonadverse Party by an instrument in writing, such appointment to take effect upon the death, resignation or incapacity of the appointing Nonadverse Party. An appointment may be changed or revoked until it takes effect.

HRP

In the event the Nonadverse Party fails to make such appointment, then upon the death, resignation or incapacity of the Nonadverse Party, the Trustee (excluding, however, any Interested Trustee) shall have the right to appoint a successor Nonadverse Party by an instrument in writing.

E. **Nonfiduciary Capacity.** The powers described above in this Article are exercisable solely in a nonfiduciary capacity, and no fiduciary duty imposed upon the Trustee or any other person may be asserted as a defense to the exercise of the powers granted under this Article.

F. **Waiver and Reacquisition of Powers.** The Nonadverse Party may waive these powers at any time (including after reacquisition pursuant to the next sentence) by a writing delivered to a Trustee, and such waiver shall bind the person who waives these powers, the Trustee and all other persons. Similarly, the Trustee (excluding, however, any Interested Trustee) may cause the Nonadverse Party to reacquire such powers from time to time by a writing delivered to the Nonadverse Party, and such reacquisition shall bind the Nonadverse Party, the Trustee and all other persons.

G. **Estate Tax Impact.** The powers under this Article shall not be exercisable to the extent that the exercise of these powers would reasonably be expected to result in the inclusion of any portion of the trust estate in my gross estate for federal estate tax purposes.

ARTICLE XV. Limited Power of Amendment

A. **Purpose of Amendments.** In the case of each trust at any time in existence hereunder, the Trustee (excluding, however, any Interested Trustee) from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative, and other provisions of all kinds, in order to permit such Trustee:

1. To cope with tax and/or other circumstantial changes that may affect such trust and/or its beneficiaries,
2. To take advantage of changed trust drafting approaches to coping with potential trust problems (or otherwise improve the clarity and administerability of the trust provisions), and/or
3. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances) with respect to:

- a) Such trust and



b) All trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such trust ("trusts that result from such trust"),

in whatever way or ways, such Trustee, in the exercise of such Trustee's sole discretion, may deem appropriate in the best interests, as interpreted by such Trustee alone, of the primary beneficiaries of such trust(s) and of each such beneficiary's family as a whole. Such Trustee shall be guided by what, in the sole judgment of such Trustee alone, would apparently be my original intent hereunder in the light of the then-existing circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

(1) Grant, increase, reduce, or eliminate general (as defined in Code section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power),

(2) Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees,

(3) Conform any marital deduction trust provided for herein (and all related Trustee and other provisions) to ensure that such trust meets any and all federal statutory and regulatory requirements necessary to permit that trust to qualify for the noncitizen spouse's qualified domestic trust marital deduction election provided for under section 2056A of said Code (effective as of such spouse's death),

(4) Divide a trust at any time (before or after it is funded with assets) into two or more separate trusts or merge separate trusts together,

(5) Provide for creation of one or more separate subtrusts or subaccounts (equivalent to a separate trust) in any trust hereunder with respect to which subtrust or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that trust to be segregated and transferred to that subtrust or subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the primary beneficiary or one or more of the other current beneficiaries of that trust -- such as by way of example and not limitation, to permit:

a) Such property, interest, or beneficiary to qualify for any governmental or tax benefit, generation-skipping transfer tax exemption, Code Sec. 2032A election, or Code Sec. 2057 election,

b) A disclaimer to be made, or

c) Shares of S corporation stock to be held in a subaccount that satisfies the statutory requirements of a qualifying stockholder,

And so on, and



(6) Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries and/or Trustee hereunder.

B. Restrictons on Amendments. Notwithstanding the foregoing, however, under no circumstances shall any such amendment, with respect only to any trust already in existence hereunder (i.e., property has already been transferred to such trust):

1. Extend the period of any such trust's existence beyond the Maximum Duration for Trusts,

2. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent that an amendment benefits or grants a power to any beneficiary of a trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trusts that result from that trust),

3. Reduce in any way the restrictions or limitations on:

a) Actions by Interested Trustees as set forth herein or the Article herein entitled "Irrevocability",

b) The Trustee's power of amendment under this Article, and

c) Who (or what institutions) can qualify to fill any office of Trustee hereunder as set forth herein,

unless as a result of some change in the federal tax laws, regulations, or rulings on which taxpayers may rely, such reduction of restrictions and/or limitations will no longer have any adverse transfer tax effect on such trust, any person who directly or indirectly has transferred assets to it, or any of its beneficiaries,

4. Give:

a) Any Trustee any powers or discretions that are either granted exclusively to a Co-Trustee or from the exercise of which such Trustee is excluded for any reason, nor

b) Anyone acting in a nonfiduciary capacity any powers granted herein to fiduciaries,

unless, in either case, as a result of some change in law (as described in paragraph B.3. above), such amendment will no longer have any adverse transfer tax effect on such trust, any of its donors, or any of its beneficiaries,

5. Result in any direct or indirect financial benefit (or grant any power of appointment) to any individual who is not at the time of such amendment both:

a) A member of my family (meaning my spouse, any lineal descendant of mine or of my spouse, any ancestor of mine or of my spouse, and any spouse of any of the foregoing) and

b) Already a present or potential future beneficiary of such trust(s) (other than merely through the exercise of a power of appointment),

unless the amendment is to provide for afterborn or afteradopted children of any such beneficiary or the benefit that might result from the amendment requires an exercise of a power of appointment held by or granted to a person described in paragraphs B.5.a. and B.5. b. above,

6. Discriminate in any significant financial way in favor of one or more siblings to the detriment of any other sibling(s) where such siblings are, under the terms of this instrument, to be treated in substantially equal fashion (for this purpose treating each sibling, his or her spouse and descendants, and their spouses as one unit), nor

7. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue:

a) Any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust or

b) Any substantial deduction, credit, exclusion, or other tax benefit (such as any marital or charitable deduction, any annual gift tax exclusion, a Code section 2032A election, a Code section 2057 election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation, a significant grandfathered status under some changed law, and so on). However, this paragraph B.7.b. proviso shall not preclude any amendment that would correct any provisions of this agreement that result (or might result) in the trust involved being defective for any income or estate tax purposes -- even if the effect of such correction might (1) be to subject the trust or its beneficiaries (rather than any settlor/donor) to any type of income, estate, or other tax on that trust's receipts and/or assets or (2) result in the loss of any tax benefit otherwise available to that trust or its beneficiaries, as long as the Trustee (or Trustees) making such amendment reasonably believes (or believe) that, under all the circumstances, (a) such correction is necessary to properly reflect the original intent of each person who has made any gift or other transfer to the trust as to the effect of the precorrection trust provisions on the taxability of the trust and its beneficiaries, including the consequential effect of credits, deductions, cost basis stepups, etc. or (b) in the case of an income tax defect only, such correction would be in the general long term best interests of the trust involved and its beneficiaries.



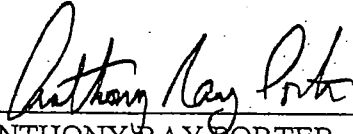
C. **Manner of Making Amendments.** Any such amendment shall be by written instrument, executed by such amending Trustee, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

D. **Exculpation.** No Trustee shall be liable for any exercise of or failure to exercise this limited power of amendment (or for a release of this power) if such Trustee acted in good faith in taking or failing to take any such action (whether or not requested to do so by any beneficiary or any beneficiary's representative).

IN WITNESS WHEREOF, the Trustee and I have signed this Agreement, effective the day and year first above written and executed by each of us on the dates set forth below.

Dated:

11/20/2000



ANTHONY RAY PORTER,
Individually and as Trustee

ARP

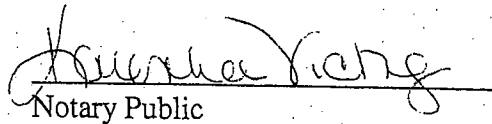
STATE OF SOUTH CAROLINA)

) ss:

BEAUFORT COUNTY)

I HEREBY CERTIFY that on this 20 day of November, 2000, before me, the subscriber, a Notary Public in and for Beaufort County, South Carolina, personally appeared ANTHONY RAY PORTER, Grantor and Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by ANTHONY RAY PORTER, as Grantor and Trustee, for the purposes therein contained.

WITNESS my hand and notarial seal.


Notary Public

Printed Name:

~~Harley D. Ruff~~ KAREN H. VICKREY

My Commission Expires:

~~May 28, 2009~~ AUG 17, 2009



SCHEDULE A

SEE ATTACHED DEED

Initialed for Authenticity:
0500



0672

00000000

2-8
1000
Beaufort
4174

RECORDED
2004 Jan -12 02:52 PM
Shawn G. Burns
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 01881 PGS 2380-2381
FILE NUM 2003098302
12/08/2003 01:33:59 PM
REC'D BY A WILLIAMS RCPT# 204281
RECORDING FEES 10.00
County Tax 22.00
State Tax 52.00

**THE STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT**

TAX TITLE BY THE TREASURER

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the provisions of Title 12, Chapter 51, Section 10 through 170 of the South Carolina Code, 1976, as amended, entitled "Alternate procedure for Collection of Property Taxes" duly enacted by the General Assembly of the State of South Carolina, provide an additional method and procedure for the collection of delinquent property taxes, penalties and costs due to counties and other political subdivisions of the State; and

WHEREAS, the provisions of the aforesaid Title 12, Chapter 51, Sections 10 through 170, authorize the levy by distress and sale of so much of the defaulting taxpayer's estate, real, or personal, or both, as may be sufficient to satisfy the taxes, penalties and costs of sale of property following proper advertisement of the property for sale; and

WHEREAS, I, JOY LOGAN, TREASURER OF BEAUFORT COUNTY, pursuant to the authority of the aforesaid provisions and amendments thereto, issued a warrant or execution in duplicate against **Anthony Ray Porter, Trustee**, a defaulting tax payer of said Beaufort County, to levy by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both as may be sufficient to satisfy the 2001 taxes and costs in the amount of \$ 4072.02 and

WHEREAS, by virtue of said warrant or execution, **Herschel J. Evans Jr.** (authorized officer) did on **May 1, 2002**, mail a notice of tax delinquency under cover of certified mail, restricted delivery, return receipt to said delinquent taxpayer and this notice was not received; and

WHEREAS, (in the event the certified mail notice was undelivered) the authorized officer directed to collect delinquent taxes, penalties and costs did, on **June 17, 2002** take exclusive possession of the property against which such taxes were assessed by posting a notice at one or more conspicuous places on the property hereinafter described, reading "seized by The Beaufort County Treasurer to be sold for delinquent taxes"; and

WHEREAS, The Beaufort County Treasurer did thereafter properly advertise for sale once a week for three successive weeks for sale in **September 2002**; and

WHEREAS, upon the failure of the delinquent taxpayer, or anyone acting in his behalf, to pay the taxes, penalties and costs, the property described hereinafter was duly sold at public auction on the sales day of the month of **October** in the year **2002** during the usual hours of sale, to **Marin Properties, LLC**, the purchaser and the highest bidder at such sale for the sum of \$ 20,000.00 and furnished the purchaser a receipt for such purchase money and annexed such receipt to the duplicate warrant for the endorsement thereon of his actions thereunder; and

WHEREAS, under cover of certified mail, restricted delivery, return receipt, **Herschel J. Evans Jr.**, Deputy Treasurer did, on **August 29, 2003**, mail a notice addressed to **Anthony Ray Porter, Trustee** that the property described on the notice had been sold for taxes and advising said owner if not redeemed by paying taxes, penalties and costs in the amount of \$ 18,390.76 on or before **October 7, 2003**, a tax title would be issued to the successful purchaser at the tax sale; and was not redeemed; and

WHEREAS, twelve months have elapsed since the date of the sale for delinquent taxes, and the said **Anthony Ray Porter, Trustee** or other parties interested after due notice have failed to redeem said property so sold.

NOW THEREFOR, I, JOY LOGAN, TREASURER OF THE COUNTY OF BEAUFORT, in consideration of the premises, and the sum of \$ 20,000.00 to me by the said **Marin Properties, LLC** have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **Marin Properties, LLC**

All that certain piece, parcel, or tract of land situate, lying, and being in the on Port Royal Island, Beaufort County, South Carolina containing one lot designated as Lot 14 Wright's Point Sub Division, Phase I, PB 64 P150 PB 65 P46 PB 66 P184 PB 69 P122

Derivation: Book 1444 Page 841

This is the same lot of land sold at the delinquent tax sale of
October 7, 2002, for delinquent 2001 taxes in the name of
Anthony Ray Porter, Trustee
District: 112 Map 0032 Sub Map Parcel 0228 Block: 0000

ADD DMP Record 1/7/2004 09:54:28 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R112	032	000	0228	0000	00

0673

PLAINTIFF'S
EXHIBIT

EXHIBIT

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 all and singular the premises hereby granted, and with the appurtenances, unto the said Maria Properties heirs and assigns forever, according the form, force and effect of the laws and usages of the State of South Carolina, in such cases made provided.

Witness my Hand and Seal this 4 day of December in the year of our Lord Two Thousand and three.

Signed, Sealed and Delivered in the presence of:

[Signature]
Candace O. Harvey
 State of South Carolina

[Signature]
 Joy Logan
 Treasurer of Beaufort County

County of Beaufort

Probate

Personally appeared before me [Signature] who being duly sworn, deposed and said that (s)he saw the within named Joy Logan as Treasurer of Beaufort County sign, seal and deliver the within deed, and that (s)he, together with Candace O. Harvey
 Witness the execution thereof.

Sworn to subscribed before me
 This 4 day of
December, 2003

Candace O. Harvey (Seal)
 Notary Public of South Carolina

My commission expires CANDACE O. HARVEY
NOTARY PUBLIC - SOUTH CAROLINA
 MY COMMISSION EXPIRES: MARCH 20, 2005

The State of South Carolina
DEED

Treasurer of Beaufort County
 TO

Maria Properties, LLC
630 US Highway 1, 3rd Floor
North Palm Beach, FL 33408

0674

2-10
Marin Properties
1350

RECORDED
2004 Mar 19 14:41 PM
Sham Q. Bennis
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC. ROD
BK 01909 PGS 0058-0059
DATE: 02/10/2004 03:48:13 PM
INST # 2004009242 RCPT# 219007

QUIT CLAIM DEED

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS: That MARIN PROPERTIES, LLC, whose address is:
630 U.S. HIGHWAY ONE, SUITE 300 N. PALM BEACH, FL 33408

Grantor, for and in consideration of ONE DOLLAR (\$1.00) and other good and
valuable considerations the receipt of which is hereby acknowledged, do remise, release, and quit

claim unto ATFH REAL PROPERTY, LLC, Grantee, whose address is:
630 U.S. HWY ONE, THIRD FLOOR NORTH PALM BEACH, FL 33408

Grantee, grantee's heirs, executors, administrators and assigns, forever, the following described

property, situate, lying and being in the County of BEAUFORT, State of SOUTH CAROLINA

to-wit: (LEGAL PROPERTY DESCRIPTION BELOW)

DISTRICT 112 MAP 0032 SUB MAP PARCEL 0228 BLOCK:0000

All that certain piece, parcel, or tract of land, lying and being in the on Port Royal Island, Beaufort County, State of South Carolina, containing one lot designated as Lot 14 Wright's Point Sub Division, Phase I, PB 64 P150 PB65 P46 PB69 P122

Derivation: Book 1444 Page 841

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on January 23, 2004.

Signed, sealed and delivered in the presence of:

WITNESSES:

[Signature]
GRANTOR
Neil J. Harreveld, Vice President
PLEASE PRINT OR TYPE NAME AS IT APPEARS

[Signature]
WITNESS
Tadgh MacAuley
PLEASE PRINT OR TYPE NAME AS IT APPEARS

ADD DMP Record 3/6/2004 10:34:25 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R112 032 000 0228 0000 00
PLEASE PRINT OR TYPE NAME AS IT APPEARS

[Signature]
WITNESS
Jennifer Kulesa
PLEASE PRINT OR TYPE NAME AS IT APPEARS

STATE OF Florida COUNTY OF Palm Beach

I HEREBY CERTIFY that on this 23th day of January, 2004 before me

personally appeared Neil J. Harreveld who is personally known to me or who has produced

the identification shown below, who is the person described in and who executed the foregoing instrument, and who, after being sworn, says that the execution hereof is his/her free act and deed for the uses and purposes herein mentioned and an oath was/was not (mark one out) taken.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

☒ To me personally known
[Signature]
NOTARY PUBLIC
MARY KAY MCGANN
PLEASE PRINT OR TYPE NAME AS IT APPEARS

☐ Identified by Driver's License
My commission expires: 8-7-2006
Commission No.: DD0140217

This Document was prepared by Neil J. Harreveld, Vice President For Marin Properties, LLC

MARY KAY MCGANN
Commission # DD0140217
Expires 8/7/2006
Bonded through
Florida Notary Assn., Inc.

PLAINTIFF'S
EXHIBIT
28

EXHIBIT
28

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that ATFH Real Property, LLC, ("Grantor") in the State aforesaid for and in consideration of \$10.00 and other consideration to it in hand paid at and before the sealing of these presents, by Anthony Ray Porter as Trustee of the Anthony Ray Porter Qualified Personal Residence Trust dated November 15, 2000, (hereinafter the "Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, has quit-claimed, bargained, sold and released and by these presents do quit claim, bargain, sell and release unto the Anthony Ray Porter as Trustee of the Anthony Ray Porter Qualified Personal Residence Trust dated November 15, 2000, its successors and/or assigns, in fee simple absolute, any and all interest, if any, the Grantor may have in the following property:

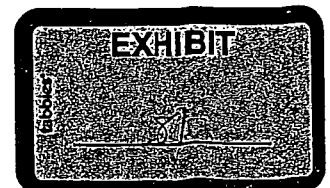
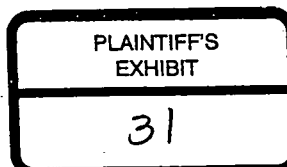
All that certain piece, parcel and lot of land lying and being on Port Royal Island, Beaufort County, South Carolina, containing one lot designated as Lot 14 Wright's Point Subdivision, Phase 1, PB 64 P150 PB 65 P46 PB 69 P122.

Derivation Book 1909 at page 58.

TMS# R112 032 0228 000

Grantee's Address:

0676



000072

Together with all and singular, the rights, members,
hereditaments and appurtenances to the said premises belonging or
in anywise incident or appertaining of which this Grantor has
title. To Have and To Hold all and singular the premises before
mentioned unto the said Grantee, its successors an assigns
forever, subject to all matters or record.

IN WITNESS WHEREOF ATFH Real Property, LLC, has caused these
presents to be executed in its name this 6 Day of March in
the year of our Lord two thousand and five.

Signed, Sealed and Delivered
In the Presence of:

Angele Michaly
(Witness 1/ Signature)

[Signature]
(Witness 2/ Signature)

ATFH Real Property, LLC
BY: [Signature]
Its V.P.
Grantor

STATE OF Florida)
COUNTY OF Palm Beach)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal, and as its act deliver the above Deed, and that the undersigned along with Angela Michlig witnessed the execution thereof.
(Witness 1/ Print)

(Signature)
(Witness 2/ Signature)

Sworn to before me this
day of March, 2005.

(Signature)
Notary Public for Florida

My Commission Expires 2/27/2006.



0678

000075

1036-02

10/28/02
Sherwood
8449

BEAUFORT COUNTY SC - ROD
BK 01609 PG 2255
FILE NUM 2002048761
RECORDING FEES 10.00
REC'D BY B BING RCPT# 61653
REC'D 07/25/2002 03:53:37 PM

Prepared by and Return to:
Sherwood N. Fender & Associates
Telephone: 843-575-5555 Fax: 843-575-5558
1509 King Street
Beaufort, SC 29902
Parcel ID No.: R112 032 000 0214 0000
R112 034 000 0156 0000

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **JIMMY W. PORTER**, in the State aforesaid, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), unto us paid by **B. MCNEAL PARTNERSHIP, L.P.**, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said **B. McNeal Partnership, L.P.**, its successors and assigns, forever, in fee simple, the following described property, to wit:

See attached Exhibit A for Legal Description

Grantee Address: 105 Sunset Blvd.
Beaufort, SC 29902

Dist	Map	SMap	Parcel	Block	Week
R112	032	000	0214	0000	00

Tax Map No.: R112 032 000 0214 0000

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 all and singular the premises before mentioned unto the said **B. McNeal Partnership, L.P.**, its successors and assigns, forever, in fee simple.

AND Grantor does hereby bind his heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **B. McNeal Partnership, L.P.**, its successors and assigns, forever, in fee simple, his heirs and assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Dist	Map	SMap	Parcel	Block	Week
R112	034	000	0156	0000	00

0679

PLAINTIFF'S
EXHIBIT
32

EXHIBIT
12

OR BK 01734 PAGE 1673

IN WITNESS WHEREOF our Hands and Seals this 16th day of July, 2002.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Suzanne Dyleski

1st Witness

Jimmy W. Porter

Jimmy W. Porter

Catherine K. Swanson

2nd Witness

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Jimmy W. Porter sign, seal and as his act and deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Suzanne Dyleski

Witness

Sworn to before me this 16th
day of July, 2002

Catherine K. Swanson

Notary Public for the Jurisdiction Aforesaid

My commission expires:

8/12/04

File # 6136-02

0680

OR BK 01609 PAGE 2256

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, being designated as Parcel "D," containing 2.90 acres, more or less, as shown on a plat prepared by Gasque & Associates, Inc., David E. Gasque, RLS, dated July 22, 2002, and entitled "Boundary Survey of Parcels "A", "B", and "D", Wright's Point, Prepared For: B. McNeal Partnership, LP," a copy of which is recorded in Plat Book 88 at Page 110, in the Office of the Register of Deeds for Beaufort County, South Carolina.

Said property is conveyed subject to any and all covenants, restrictions, easements, and/or rights-of-way, as set forth in the Office of the Register of Deeds for Beaufort County, South Carolina, and any amendments thereto.

This is a portion of the same property conveyed to the within Grantor by deed of Lewis H. Wright and John D. Wright, Individually and Co-personal Representatives of the Estate of Alice H. Wright, Alice Twiggs and Elizabeth Williams, dated December 31, 1997, a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1026 at Page 1127.

This Deed was prepared in the Law Office of Sherwood N. Fender & Associates, 1509 King Street, Beaufort, South Carolina 29902.

DMP: R112 032 000 0214 0000

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

AFFIDAVIT

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

The property being transferred is located at Parcel D Wright's Point,
bearing Beaufort County Tax Map Number R112 032 000 0214 0000,
was transferred by Jimmy W. Porter to B. McNeal Partnership, L.P. on July 16, 2002.

_____ an arm's length real property transaction and the sales price paid or to be paid in money
or money's worth was NA*.

_____ NOT an arm's length real property transaction and the fair market value of the property
is \$NA.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C.
Code Ann. Section 12-24-10, et seq., because the Deed is: Land swap on the basis of absolute
equity.

As required by Code § 12-24-70, I state that I am a responsible person who was connected with
the transaction as: by Jimmy W. Porter to B. McNeal Partnership, L.P..

I further 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 and no/100 Dollars (\$1,000.00) or imprisoned not more than one year,
or both.

Purchaser, Seller, Legal Representative of the Purchaser or
other Responsible Person Connected with this Transaction

SWORN to before me this 16th day of July, 2002.

Catherine K. Swanson
(Notary Public)

My commission expires 8/12/04

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real
property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property,
other realty, forgiveness of debt, mortgages assumed or place on the realty as a realty of the transaction). However, a
deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty
before the transfer and remaining on it after the transfer.

4/10/03
Fender
3570

BEAUFORT COUNTY SC - ROD
BK 01734 PG 1672
FILE NUM 2003023941
03/26/2003 04:36:43 PM
REC'D BY B BING RCPT# 133062
RECORDING FEES 10.00

RECORDED
2003 Mar -28 04:15 PM
Sharon Q. Burns
BEAUFORT COUNTY AUDITOR

Prepared by & Return to:
Sherwood N. Fender & Associates
1509 King Street
Beaufort, SC 29902
(843) 575-5555

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

WHEREAS, on July 16, 2002, Jimmy W. Porter (Grantor) conveyed real property to B. McNeal Partnership, L.P. (Grantee) as recorded on July 25, 2002 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1609 at Page 2255; and,

WHEREAS, the Grantor conveyed to the Grantee "Parcel D" consisting of 2.90 acres, more or less; and,

WHEREAS, it was the intention of the Grantor to convey to the Grantee two tracts of land consisting of a total acreage of 4.14 acres, more or less, both tracts being designated as "PARCEL D," as shown on a plat prepared by David E. Gasque, RLS, dated July 22, 2002, and recorded in Plat Book 88 at Page 110; and,

WHEREAS, the legal description has been corrected for re-recording as shown in "Exhibit A," a copy of which is attached hereto and made a part hereof; and,

NOW THEREFORE, to correct same;

ADD DMP Record 3/27/2003 12:35:55 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R112	034	000	0156	0000	00

RECEIVED FOR FILING
MAR 28 2003 04:15 PM
RTT 003 000 0214 0000 00

0683

PLAINTIFF'S
EXHIBIT

33

EXHIBIT

73

B. McNeal Partnership - "Parcel D," Wright's Point

ALL those certain pieces, parcels, or tracts of land, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, being designated as "Parcel D" consisting of two (2) tracts, containing a total of 4.14 acres, more or less, as shown on a plat prepared by Gasque & Associates, Inc., David E. Gasque, RLS, dated July 22, 2002, entitled "Boundary Survey of Parcels "A," "B," and "D" Wright's Point, Prepared For B. McNeal Partnership, L.P.," a copy of which was recorded July 25, 2002 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 88 at Page 110.

Said Property is subject to any and all applicable covenants, conditions, restrictions, provisions, easements and/or rights-of-way as set forth in the Office of the Register of Deeds for Beaufort County, and any amendments thereto.

This Property being a portion of the same property conveyed to the Grantor herein by deed of Lewis H. Wright and John D. Wrights, Individually and Co-personal Representatives of the Estate of Alice H. Wright, Alice Twiggs, and Elizabeth Williams, dated December 31, 1997, a copy of which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1026 at Page 1127.

This Deed was prepared in the Law Office of Sherwood N. Fender & Associates, 1509 King Street, Beaufort, South Carolina 29902.

DMP: R112 032 000 0214 0000
 R112 034 000 0156 0000

4/000
10/00
Borden
3949

BEAUFORT COUNTY SC - ROD
BK 01609 PG 2255
FILE NO. 2002048761
RECORDING FEES 10.00
REC'D BY B BING RCPT# 61653
REC'D 07/25/2002 03:53:37 PM

RECORDED
2002 Jul -31:08:13 AM
Shawn Q. Burns
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Sherwood N. Fender & Associates
Telephone: 843-575-5555 Fax: 843-575-5558
1509 King Street
Beaufort, SC 29902
Parcel ID No.: R112 032 000 0214 0000

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **JIMMY W. PORTER**, in the State aforesaid, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), unto us paid by **B. MCNEAL PARTNERSHIP, L.P.**, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said **B. McNeal Partnership, L.P.**, its successors and assigns, forever, in fee simple, the following described property, to wit:

See attached Exhibit A for Legal Description

Grantee Address: 105 Sunset Blvd.
Beaufort, SC 29902

Tax Map No.: R112 032 000 0214 0000

CHANGE DMP Record 7/30/2002 03:51:01 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R110	032	000	0214	0000	00

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 all and singular the premises before mentioned unto the said **B. McNeal Partnership, L.P.**, its successors and assigns, forever, in fee simple.

AND Grantor does hereby bind his heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **B. McNeal Partnership, L.P.**, its successors and assigns, forever, in fee simple, his heirs and assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF our Hands and Seals this 16th day of July, 2002.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Suzanne Dyeski
1st Witness

Jimmy W. Porter
Jimmy W. Porter

Catherine K. Swanson
2nd Witness

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)
PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Jimmy W. Porter sign, seal and as his act and deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 16th
day of July, 2002

Suzanne Dyeski
Witness

Catherine K. Swanson
Notary Public for the Jurisdiction Aforesaid

My commission expires: 8/12/04

File # 6136-02

**NOTICE OF MEETING
OF
WRIGHT'S POINT PROPERTY OWNERS**

To: ALL PROPERTY OWNERS IN WRIGHT'S POINT PLANTATION

From: ANTHONY PORTER, DEVELOPER

Subject: INFORMATIONAL MEETING

Date of Notice: JUNE 27, 2005

Date of Meeting: JULY 9, 2005

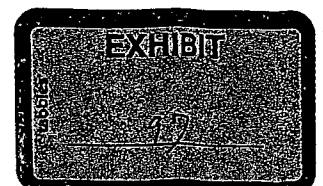
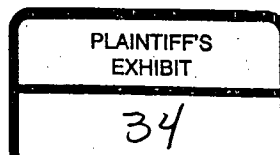
Location of Meeting: RESIDENCE OF ANTHONY R. PORTER
~~WRIGHT'S POINT PLANTATION~~

As property owners in Wright's Point Plantation, you have, during the past several months, been exposed to numerous rumors and misinformation concerning Wright's Point Plantation. On Saturday, July 9, 2005, all Wright's Point property owners are invited to meet with me and the professionals I have hired to carry out the plans for Wright's Point Plantation in order to update you on the true status of this Development, and present to you the latest plans for the future development of the remaining phases of Wright's Point Plantation. The meeting will take place at my home in Wright's Point at 4:00 o'clock p.m. I urge each of you to attend.

Anthony R. Porter, Developer
Wright's Point Plantation

June 23, 2005

0687

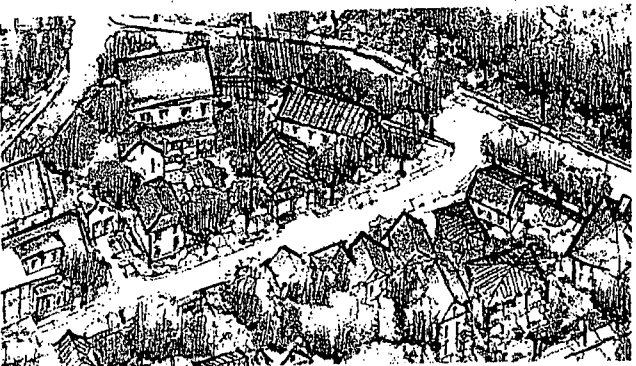


The Wright's Point Master Plan has been conceived as a traditional neighborhood development that incorporates a mix of uses and housing types arranged in a pedestrian friendly scale and manner.

The plan offers a town center with four distinct neighborhoods within the 52.27 acres. These neighborhoods are The Point, Neighborhood General, Flexible Units (combines mixed-use, townhouses, and/or Single Family Row Houses) and Village Lots. Each of these areas is outlined on the master plan which can be found on the inside panel of this pamphlet. By incorporating each of these individual areas, Wright's Point will take on the characteristics of a traditional neighborhood. Utilizing concepts of New Urbanism and Traditional Neighborhood Design, Wright's Point upon completion will be a village within the Town of Port Royal.

Consisting of 47 existing lots in The Point and approximately 125 additional lots in the new phase along with a new mixed-use Town Center, Wright's Point will become an influential neighbor to its surroundings.

Please note that contact information is located on the back panel of this pamphlet.



Development Team

Developer

Porter Companies- Tony Porter
148 Continental Divide Road
Spruce Pine, North Carolina 28777
828-766-5515

Legal Council

Bailey Law Firm- Joel Bailey
1001 Bay Street
Beaufort, South Carolina 29902
843-525-6090

Architectural Consultants

Allison Ramsey Architects- Cooter Ramsey
1003 Charles Street
Beaufort, South Carolina 29902
843-986-0559

Civil Engineering and Landscaping
Seamon, Whitesides and Associates, Inc.

Chris Campeau
501 Wando Park Boulevard, #200
Mt. Pleasant, South Carolina 29464
843-884-1667

Marketing and Sales

McNeal Realty- Bennett McNeal/Wayne Webb
35 Petigru Drive
Beaufort, South Carolina 29902
843-524-7887

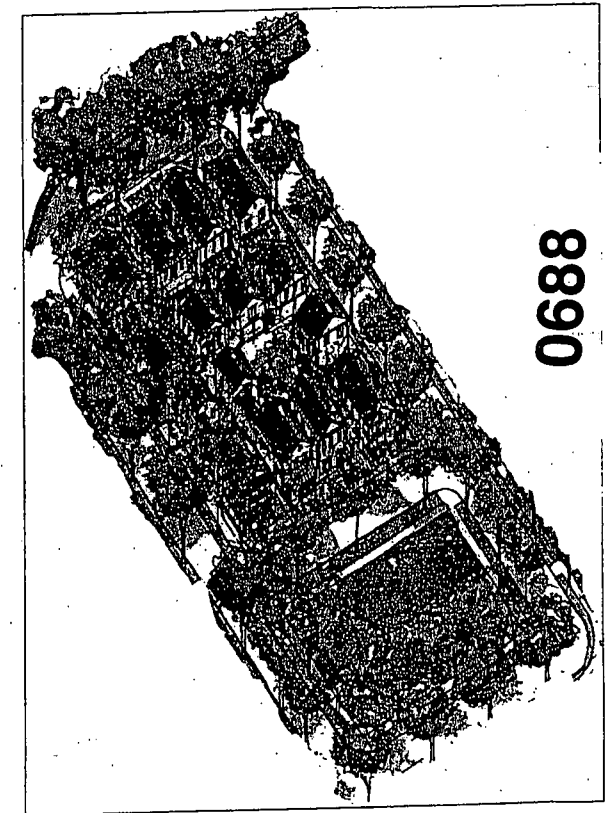
Builder

Structural Images- Richard Ratcliff
P.O. Box 2393
Beaufort, South Carolina 29901
843-838-6090

Surveying

Gasque and Associates, Inc.- David Gasque
28 Professional Village Circle
Beaufort, South Carolina 29907
843-522-1798

*Wright's Point
Phase II*



0689

ARA
ALLISON RAMSEY
ARCHITECTS Inc.
Members of the American Institute of Architects

PLAINTIFF'S
EXHIBIT

EXHIBIT

35

PHASE II- MASTER PLAN WRIGHT'S POINT- PORT ROYAL

Existing Neighborhood The Point

The Point is an existing neighborhood with 47 lots surrounding generous open spaces and parks on 23.48 acres. It shall serve as a distinct neighborhood within the overall master plan.

Neighborhood General

The Neighborhood will continue and transition the scale and character of the Point Lots back up to the Town Center. These Neighborhood lots will serve as the fabric for the edge conditions and should include a variety of architectural styles.

Town Center

Wright's Point will include a retail and commercial area primarily along Highway 802 and along each side of the main entry into the site. These commercial areas will be of the size and scale that will serve the surrounding residential areas. The architecture of the town center will be reminiscent of many old small towns throughout the Low country. The town center will include buildings up close to the street, which will require the parking areas to be in the rear and on the sides. In order to encourage pedestrians by foot as well as by car, on-street parking and large sidewalks will be integral to this area.

The plan additionally includes space for a larger commercial space (retail or grocery) to be located behind the Town Center while addressing the major portion of Highway 802. The Town Center has a discernible center bordered by shops, offices, and/or residences.

Possible Amenity Center Locations

Flex units

The Flex Units are envisioned as a small area of lots that could range in use from a Live/Work unit to a Townhouse unit to a Single Family Row House unit.

These units should be close to the street and address it in a manner typical of a Savannah

Rowhouse or Townhouse. This

area serves as a natural transition from the Town Center to the Village Lots.

Village Lots

The Village Lots at Wright's Point are conceived as small neighborhood lots (35' widths) with a strong consistency in architecture and place. All structures are to be two-story structures to include front porches and traditional architecture.

Highway 802

06890

1872 Department of the Treasury - Internal Revenue Service
Notice of Federal Tax Lien
 Form 668 (Y)(c)
 (Rev. February 2004)

Area: **SMALL BUSINESS/SELF EMPLOYED AREA #3** Serial Number: **269798706**
 Lien Unit Phone: (800) 913-6050

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer **ANTHONY R & DOROTHY M PORTER**

BEAUFORT COUNTY SC - ROD
 BK 00024 PG 1645
 FILE NUM 2005028838
 04/13/2008 11:25:38 AM
 REC'D BY V GARVIN RCPTS 410377
 RECORDING FEES 10.00

Residence

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2003	XXX-XX-8875	11/15/2004	12/15/2014	3082965.07
1040	12/31/2004	XXX-XX-8875	12/19/2005	01/18/2016	1580786.91

Place of Filing	REGISTER - PO DRAWER 1197 Beaufort COUNTY BEAUFORT, SC 29901-1197	Total \$	4663751.98
-----------------	---	----------	------------

This notice was prepared and signed at **JACKSONVILLE, FL**, on this,

the **23rd** day of **January**, **2006**

Signature *Susan A. Hansen* Title **REVENUE OFFICER** 23-07-3004
 for **SHIRLEY M. KRIEDEL** (828) 271-4724

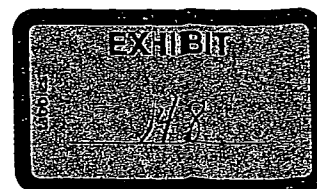
(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
 Rev. Rul. 71-466, 1971-2 C.B. 408)

Part 1 - kept by Recording Office

Form 668(Y)(c) (Rev. 2-2004)
 CAT NO 00029X

Book24/Page1645

0690



OFFER TO PURCHASE AND CONTRACT

Luis Castillo and/or assigns, as Buyer,
hereby offers to purchase and ARP Residence Trust, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"),
upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Port Royal,
County of Beaufort, State of South Carolina, being known as and more particularly described as:
Street Address 3 rd, SC Zip 29777

Legal Description: _____
(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, County.)

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit
the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and
Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures,
ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door
screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa
equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls,
outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and
any other items attached or affixed to the Property, EXCEPT the following items:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A

4. **PURCHASE PRICE:** The purchase price is \$ 3,100,000.00 and shall be paid as follows:
(a) \$ 100,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check
☐ certified check ☐ other: _____ to be deposited and held in escrow by

_____, ("Escrow Agent") until the sale is closed, at which time it will be credited to
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto
are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest
monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for
such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's
request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a
broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release
from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent
jurisdiction.

(b) \$ 320,000.00, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than
_____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ _____, OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the
Effective Date as set forth in paragraph 23. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$ _____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing
loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) \$ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ 2,680,000.00, BALANCE of the purchase price in cash at Closing.

Page 1 of 5



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2 - T
© 7/2005

Buyer Initials LC Seller Initials JP

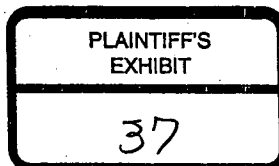
Communities of Peeland 135 Crown Ridge, Spruce Pine NC 28777
Phone: 8287665513 Fax: 8287668406

Geraldine Ellis

Samuel J. Hill

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5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

- (a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within _____ days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before _____ and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.
- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ purposes.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: _____

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: _____

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ _____ per _____.

8. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

Page 2 of 5

Buyer Initials UC

Seller Initials AL

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Samuel J. Hill

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11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. **PROPERTY DISCLOSURE:**

- ☐ Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- ☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)
- ☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

13. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):**

☐ **ALTERNATIVE 1:**

(a) **Property Inspection:** Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before _____ (the "Inspection Date"). Seller shall provide written notice to Buyer of Seller's response within _____ days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except _____, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(c) **Repairs:** Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above are excluded from repair negotiations under this contract.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

Page 3 of 5

Buyer Initials CC

Seller Initials RLP

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(e) Cost Of Repair Contingency: Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate obtained by Buyer of the total cost of repairs required by (a) and (b) and/or remediation required by (d) above equals or exceeds \$ _____, then Buyer shall have the option to terminate this contract pursuant to this Cost of Repair Contingency no later than seven (7) days following the Inspection Date and all earnest monies shall be refunded to Buyer.

(f) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____. The cost of the appraisal shall be borne by Buyer.

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☐ **ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)**

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 4(e) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 5. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

15. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before November 1, 2006, at a place designated by Buyer. The deed is to be made to _____.

16. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

17. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

18. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

19. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

Page 4 of 5

Buyer Initials CC

Seller Initials MP

STANDARD FORM 2 - T
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20. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

21. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

22. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

23. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Buyer

[Signature]
Luis Castillo and/or assigns

(SEAL)

Date: _____

Seller

[Signature]
ARP Residence Trust

(SEAL)

Date: _____

Date: _____

Buyer

(SEAL)

Seller

(SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Firm: _____

By: _____

(Signature)

Selling Agent/Firm/Phone _____

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone _____

Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

EXHIBIT A

ALL those certain pieces, parcels or tracts of land being Lot Fourteen (14) and Lot Fifteen (15), situate, lying and being on Port Royal Island, Beaufort County, South Carolina, said lots being more particularly known as a portion of Belleview Plantation and a portion of Magnolia Bluff Plantation, and being more fully shown and described on that certain plat recorded in Plat Book 64 at Page 150 recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

These two Lots are subject to the Declaration of Covenants and Restrictions for Wrights Point Subdivision as recorded in Record Book 1152 at Page 2278.

This is a portion of the same real property conveyed to Anthony R. Porter from Mary P. Logan by deed dated December 31, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on February 11, 1998 in Deed Book 1013 at Page 2035.

TMS# R100-032-000-0006-0000

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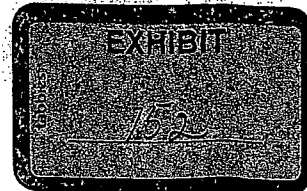
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WHEREAS, Anthony R. Porter wishes to acknowledge that Jimmy W. Porter is a Developer, even though his name was not set forth in Article I, Section 1.12, and

WHEREAS, Richard Ratcliff Homes, Inc. (Ratcliff") has acquired a portion of "Parcel B" and "Parcel D" as described in Exhibit A to the Declaration. Anthony R. Porter is in the chain as to Parcel B and Jimmy D. Porter is in the chain as to Parcel D; and

WHEREAS, Ratcliff has obtained a subdivision plat showing 20 Lots and a roadway which are already subject to the Declaration, and said Lots are more fully shown as "Lots 1 thru 11 and 13 thru 21" on a plat entitled, "SUBDIVISION PLAT FORMERLY PARCELS "D-1", "D-2", "D-3" & RIGHT-OF-WAY, BECOMING WRIGHTS POINT SUBDIVISION, A PORTION OF PHASE II PREPARED FOR RICHARD RATCLIFF AND RICHARD RATCLIFF HOMES, INC., PORT ROYAL ISLAND, BEAUFORT COUNTY ---- -- SOUTH CAROLINA", dated February 28, 2007, by David E. Gasque, R.L.S., recorded contemporaneously herewith in the ROD Office for Beaufort County, South Carolina ("Plat"), and

WHEREAS, Developer wishes to file the within Supplemental Declaration as authorized by Article II, Section 2.03 of the Declaration and Ratcliff has joined in to acknowledge its consent to the within Supplemental Declaration; and

WHEREAS, the name of the Association is incorrect in the Declaration and the Developer wishes to correct the name.

NOW THEREFORE, in consideration of the premises contained herein, the Developer does hereby record this Supplemental Declaration:

1. Pursuant to Article II, Section 2.03, Developer does hereby add and subject Lots 1 thru 11 and 13 thru 21 ("Lots") as shown on the Plat to the Declaration.

2. Ratcliff, the owner of the above referenced Lots hereby joins in and consents to this Supplemental Declaration and acknowledges that the Lots are subject to the Declaration.

3. The Declaration is hereby amended to correct the name of the Association in all places to, "WRIGHT'S POINT HOMEOWNERS ASSOCIATION."

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

28th day of February, 2007.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY

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Michelle Hobson

First witness signs here

James A. Austin

Second witness signs here

Notary may act as witness

DEVELOPER

Anthony R. Porter

(L.S.)

ANTHONY R. PORTER

STATE OF

NC

COUNTY OF

Mitchell

I, Sean A. Austin, Notary Public for the State of NC, do hereby certify that ANTHONY R. PORTER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 28 day of February, 2007.

James A. Austin
Notary Public, State of NC

My commission expires: 2/15/09

Michelle Hobson

First witness signs here

Sean A. Austin

Second witness signs here

Notary may act as witness

DEVELOPER

Jimmy W. Porter (L.S.)
JIMMY W. PORTER

STATE OF NC
COUNTY OF Mitchell

Mr. Sean A. Austin, Notary Public for the State of
NC, do hereby certify that JIMMY W. PORTER personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 28 day of February, 2007.

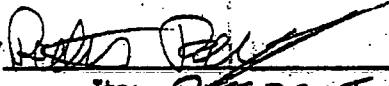
Sean A. Austin
Notary Public, State of NC
My commission expires: 2/15/09

CONSENT

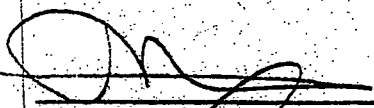
Richard Ratcliff Homes, Inc., the owner of the Lots as shown on the Plat hereby consents and joins in this Supplemental to acknowledge that its Lots are subject to the Declaration.

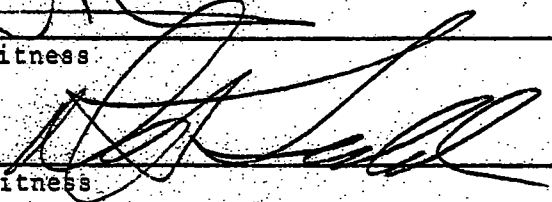
This 1st day of March, 2007.

RICHARD RATCLIFF HOMES, INC.

BY 

Its: PRESIDENT


Witness


Witness

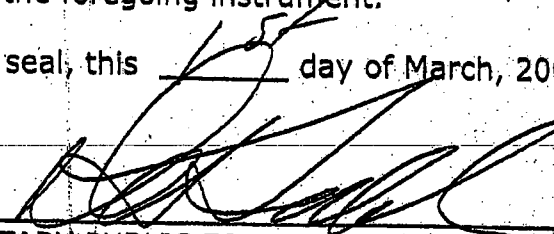
STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary, do hereby certify that Richard J. Ratcliff, President of Richard Ratcliff Homes, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this 15 day of March, 2007.



(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

9-19-12

0703

Wrights Point Homeowners Association

We will be having the inaugural meeting to formally setup a Wrights Point Homeowners Association. The date and the time for the meeting is:

May 6, 2003 6:00 PM

Bob and Mary Lou Cullen's House

right)

Please RSVP by E-mail, Letter, or a Phone Call

As you may know, Bundy Management has been doing most of the decision making, payables, and accounting for the lot owners and homeowners. In my discussions with Bennett Mc Neil, it is now time for us to assume direct management and decision-making for our neighborhood.

We currently have a legal document of "Covenants, Conditions, and Restrictions" and an abridged list of "Architectural Standards". Bennett Mc Neil suggested that we examine the Owner's Association document for Polywanna Island, as an initial starting point and compare it to the existing Wrights Pont Documents.

We need to nominate and elect a Board of Directors/Officers, who will then have the responsibility of the final development of the association documents, "Covenants, Conditions, and Restrictions" and "Architectural Standards".

Finally... Please e-mail me with your e-mail address to facilitate faster and easier communications.

I am looking forward to meeting each of you in person.

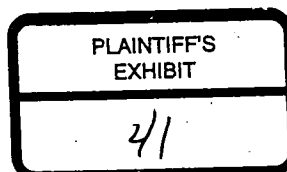
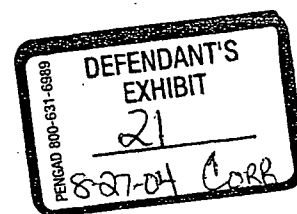
Sincerely yours,

Bob Cullen

BOB CULLEN, DC 27702

(843) 525 0304

bobcullen@charter.net



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0705

Wright's Point Charrette- Port Royal, South Carolina

Section 1- Proposed Master Plan

Section 2- Existing Land Use Calculations

Section 3- MU-2 Zoning

Section 4- Shell Point Regional Plan and Neighborhood Overlay District

Section 5- Concepts and Study Sketches



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0706

Section 1- Proposed Master Plan

Wright's Point Charret

Existing Neighborhood The Point

The Point is an existing neighborhood with 47 lots surrounding generous open spaces and parks on 23.48 acres. It shall serve as a distinct neighborhood within the overall master plan.

Neighborhood General

The Neighborhood will continue and transition the scale and character of the Point Lots back up to the Town Center. These Neighborhood lots will serve as the fabric for the edge conditions and should include a variety of architectural styles.

Town Center

Wright's Point will include a retail and commercial area primarily along Highway 802 and along each side of the main entry into the site. These commercial areas will be of the size and scale that will serve the surrounding residential areas. The architecture of the town center will be reminiscent of many old small towns throughout the Low country. The town center will include buildings up close to the street, which will require the parking areas to be in the rear and on the sides. In order to encourage pedestrians by foot as well as by car, on-street parking and large sidewalks will be integral to this area. The plan additionally includes space for a larger commercial space (retail or grocery) to be located behind the Town Center while addressing the major portion of Highway 802. The Town Center has a discernible center bordered by shops, offices, and/or residences.

The Wright's Point Master Plan has been conceived as a traditional neighborhood development that incorporates a mix of uses and housing types arranged in a pedestrian friendly scale and manner. The plan offers a town center with four distinct neighborhoods within the 52.27 acres. Utilizing concepts of New Urbanism and Traditional Neighborhood Design, Wright's Point upon completion will be a village within the Town of Port Royal. Consisting of 47 existing lots in The Point and 100 additional lots in the new phase along with a new Town Center, Wright's Point will become an influential neighbor to its surroundings.

Flex units

The Flex Units are envisioned as a small area of lots that could range in use from a Live/Work unit to a Townhouse unit to a Single Family Row House unit. These units should be close to the street and address it in a manner typical of a Savannah Rowhouse or Townhouse. This area serves as a natural transition from the Town Center to the Village Lots.

Village Lots

The Village Lots at Wright's Point are conceived as small neighborhood lots (35' widths) with a strong consistency in architecture and place. All structures are to be two-story structures to include front porches and traditional architecture.

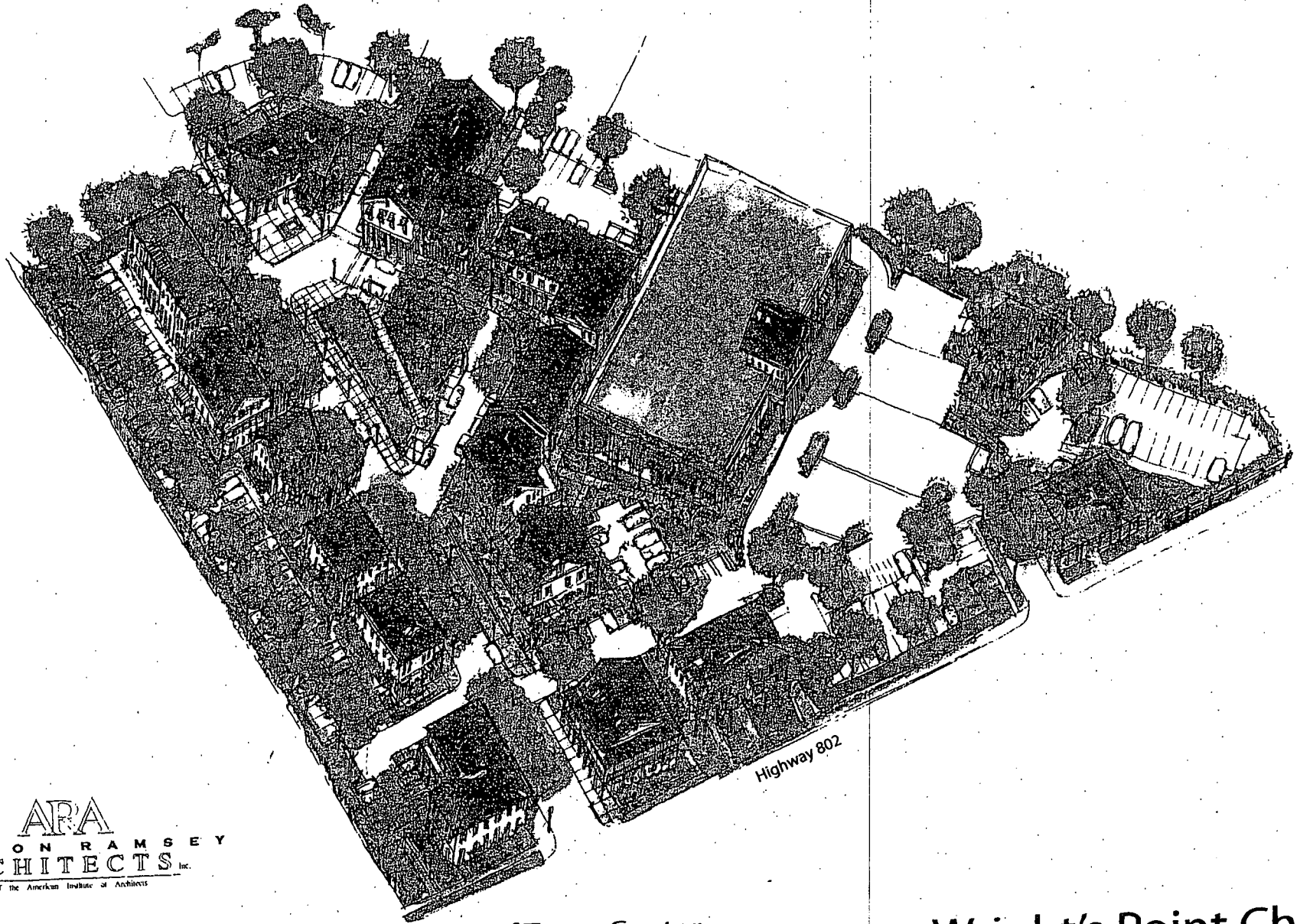
Highway 802

Conceptual Master Plan

ARA
ALLISON RAMSEY
ARCHITECTS, Inc.
Members of the American Institute of Architects

Wright's Point Charrette

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ARA
ALLISON RAMSEY
ARCHITECTS, Inc.
Members of the American Institute of Architects

Axonometric of Town Center

Wright's Point Charre

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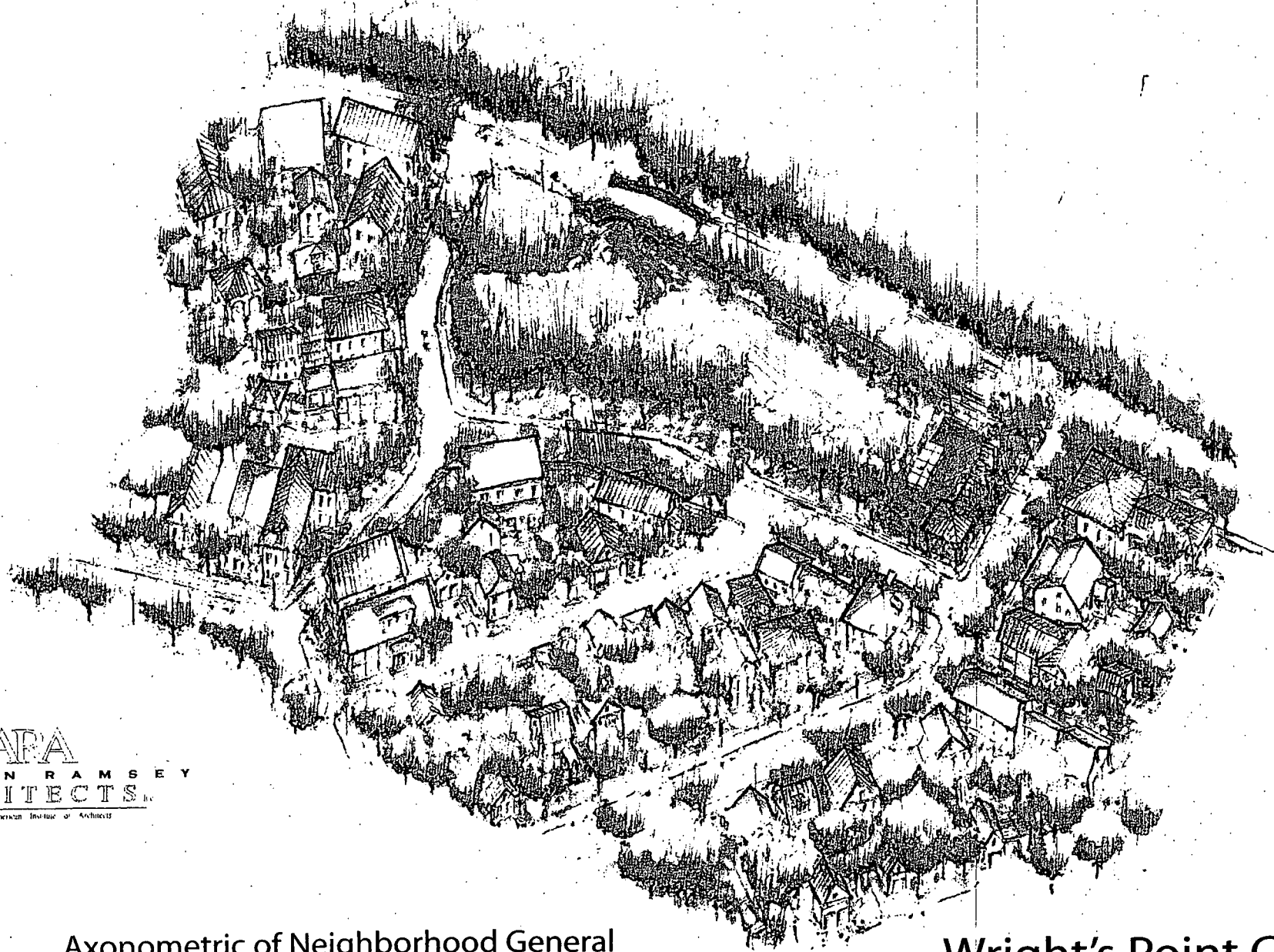


Entry Streetscape

Wright's Point Charrette

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ARA
JASON RAMSEY
ARCHITECTS, Inc.
members of the American Institute of Architects



Axonometric of Neighborhood General

Wright's Point Charrette

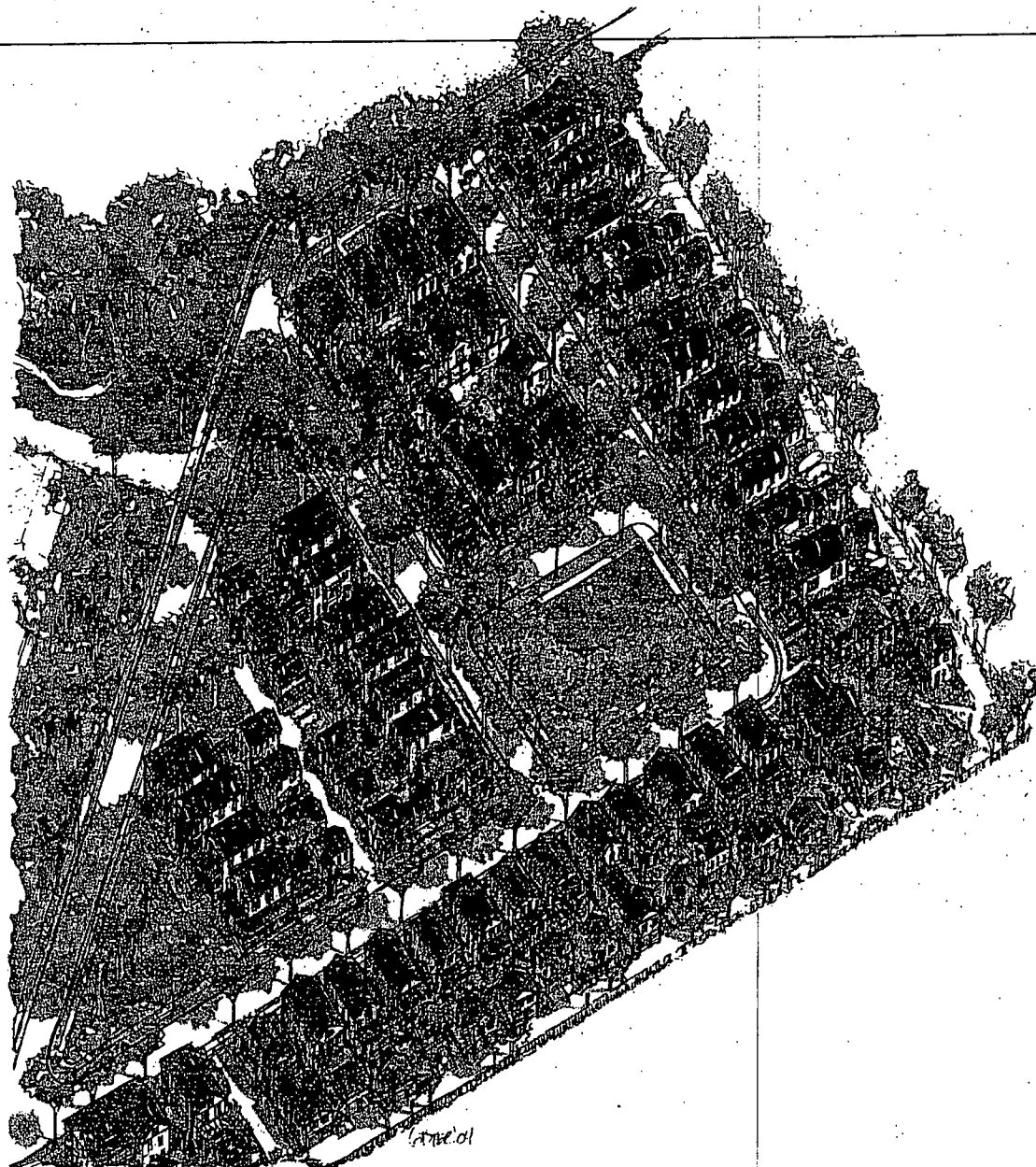
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Flex-units Streetscape

Wright's Point Charro

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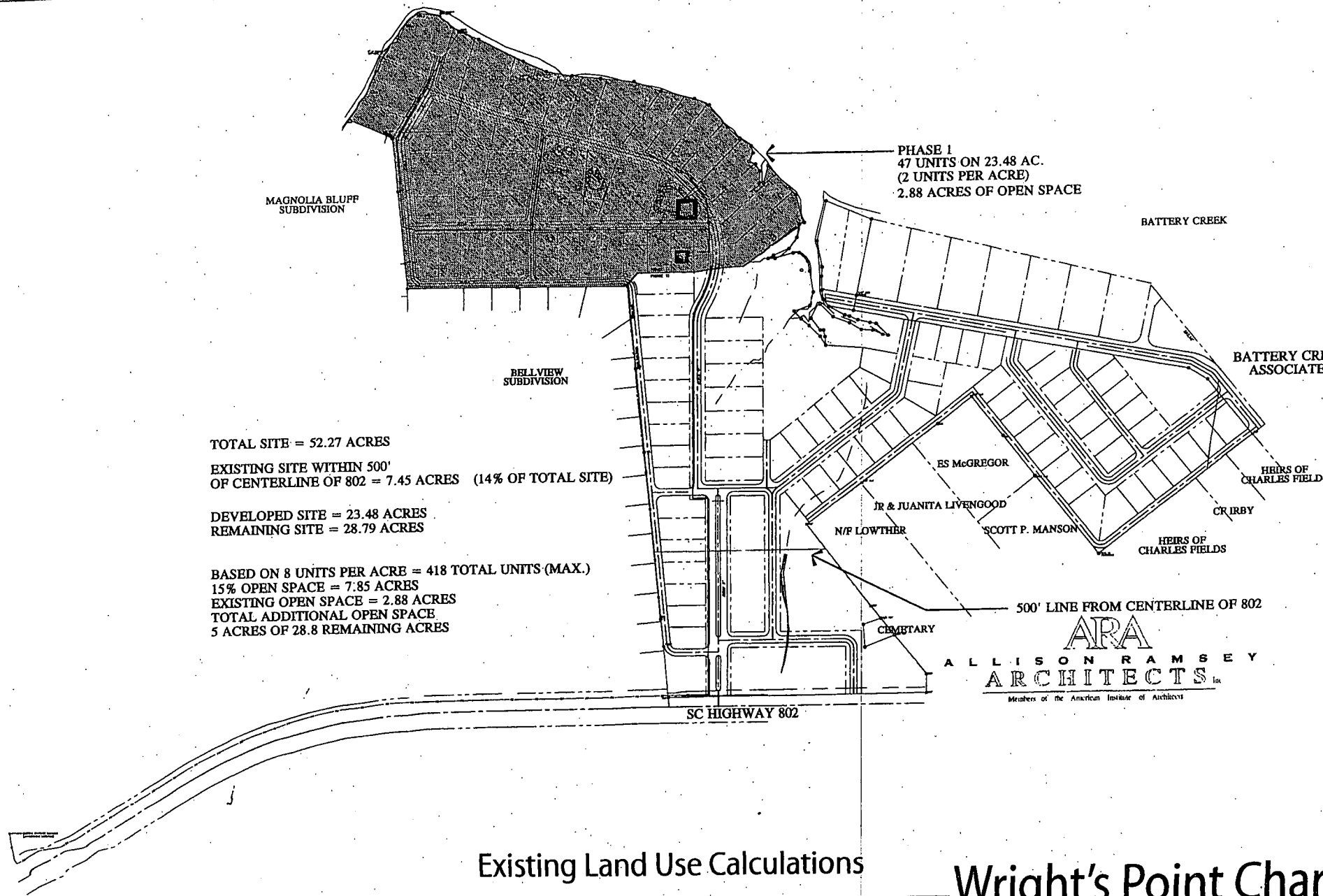
Wright's Point Charr

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Section 2- Existing Land Use Calculations

Wright's Point Charr

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Section 3- MU-2 Zoning

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Sec. 22-79. MU-2 use district.

(a) *Intent of district.* It is of special and substantial public interest to encourage residential and economic development of the sections of the town suited to a "village model." It is, therefore, the intent of the MU-2 mixed use district to encourage the formation of a compatible and economically healthy environment for business, financial, service and professional uses which benefit from being located in close proximity to each other. Such general business purposes are encouraged in these sections to combine compatibility with residential uses. Residential occupancy in this district is to be promoted and encouraged, either in separate buildings or in combination with office, retail and service uses. In combination or not, shall be scaled and designed to serve both the livability and economic restructuring of the area. The MU-2 mixed use district, thus, anticipates the desirability of mixing land uses and imposes standards to resolve problems associated with mixing, and eliminates the negative aspects of juxtaposing unlike land uses.

(b) *Permitted uses.* The following uses shall be permitted in a MU-2 zoning district subject to the special requirements as set forth in subsection 22-78(e). Multifamily dwelling units per net acre will not exceed seventy-five (75) percent of the unit values in table A section 22-66(d)(2)d, and table B section 22-66(d)(3)d.

(1) Any use, with the exception of manufactured housing (mobile homes, see sections 22-128, 22-129 of this chapter), permitted in a GR general residential district, in compliance with the provisions of section 22-66, and unless otherwise set forth in this section.

(2) All principal businesses must operate in a permanent structure. No principal business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or any other temporary building.

(3) Retail business specifically including:

- a. Antique shops;
- b. Art shops and galleries;
- c. Book and stationary shops;
- d. Candy and confectionery shops;
- e. China and crockery shops;
- f. Florist shops;
- g. Gift, card and curio shops;
- h. Hobby and toy shops;
- i. Ice cream shops;
- j. Jewelry shops;
- k. Leather goods and luggage shops;
- l. Millinery or hat shops;
- m. Newsstand;
- n. Office supply stores;
- o. Photographic and camera supply shops;
- p. Shoe stores;
- q. Sporting goods and bicycle shops with no outside display;
- r. Towel and linen shops;

s. [Reserved.]

t. Wearing apparel shops.

The above retail establishments may provide incidental repair, maintenance, alteration, adjustment services as appropriate, but facilities, operation and storage for such services shall not be visible from any street or pedestrian walkway.

(4) Service business specifically including:

- a. Barber and beauty shops;
- b. Dressmaking, seamstress, tailoring and millinery shops, except where products are made for off premises sales;
- c. Health studios and spas;
- d. Jewelry and watch repair shops;
- e. Locksmith and gunsmith;
- f. Medical, dental, or chiropractic office, clinic and/or laboratory;
- g. Office for governmental, business, professional or general purposes;
- h. Photographic studios;
- i. Travel and ticket agencies;
- j. Utilities and public building facilities.

(5) [Reserved.]

(6) Art galleries, museums and libraries;

(7) Educational institutions of a business, professional or scientific nature;

(8) [Reserved.]

(9) Accessory use in compliance with the provisions of sections 22-131, 22-132 and subsection 22-78(e).

(c) *Conditional uses.* The following uses shall be permitted on a conditional basis in any MU-2 zoning district subject to the conditions set forth in section 22-165 and subsection 22-78(e).

(1) Bakeries, provided that goods baked on the premises are sold on the premises at retail only;

(2) Duplicating centers including letters and photostat services with work areas for such services visible from adjacent pedestrian walkway;

(3) Delicatessens, and tea rooms, including those outdoor table service where sound or noise that may be perceptible beyond the premises is in compliance with town noise ordinance; and provided all lighting arrangements used for the purpose of advertising or night operations are directed away from adjoining or nearby residential properties.

(4) Combination of residential structure with any use permitted within this classification provided that dwelling units have direct access to street.

(5) Temporary use in compliance with the provisions of sections 22-78(e) and 22-165.

(6) Bed and breakfast. A dwelling may be involved in the rental of five (5) rooms or less to overnight guests and offering breakfast meals only to said guests, provided a parking place be provided for each room offered for rent. The parking space provision shall be confirmed by the building official prior to

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issuance of a business license for this purpose and use.

(d) *Other requirements.* Unless otherwise specified elsewhere in this chapter, uses permitted in the MU-2 zoning district shall be required to conform to the following standards.

- (1) Minimum lot area: Five thousand (5,000) square feet.
- (2) Minimum lot width, measured at the building line: Fifty (50) feet.
- (3) Minimum front yard, measured from the nearest abutting street right-of-way line: Fifteen (15) feet. This front yard minimum shall also apply to residential.
- (4) Minimum side yard: Not less than seven (7) feet on each side. Where the MU-2 district abuts any residential zoning district not separated by a right-of-way, the planting minimums as found in bufferyard 1 in subsection 22-78(e) is required. The provisions of section 22-123 pertaining to corner lots shall apply to MU-2 zoning districts and where a permitted use other than residential abuts any existing street right-of-way, the special requirements as set forth in section 22-78(e) shall apply.
- (5) Minimum rear yard: Ten (10) feet; however, where a permitted use other than residential abuts any existing residential use not separated by a street right-of-way, the special requirements as set forth in subsection 22-78(e) shall apply. The provisions of section 22-125, pertaining to double frontage lots, shall apply in MU-2 zoning districts.
- (6) Maximum building height: Thirty-five (35) feet; subject to the approval of the fire chief. For exceptions to height regulations, see section 22-142.
- (7) Additional requirements. Use permitted in MU-2 zoning districts shall meet all standards set forth in article VI pertaining to off street parking, loading and other requirements. Required front yard setbacks within MU-2 zoning districts which are adjacent to public right-of-way shall not be used for off street parking or loading. Except for portions authorized for vehicular access, all required front yard setbacks and sidewalk/road shoulder areas within the public right-of-way shall be approximately landscaped and provided with pedestrian ways designed so as to not inhibit vehicular mail delivery.
- (8) Signs: Signs permitted in MU-2 zoning districts, including the conditions under which they may be located, are set forth in article V.
- (9) Commercial buildings shall not exceed five thousand (5,000) square feet footprint.

(e) *Special requirements.* Unless otherwise specified elsewhere in this chapter, uses permitted in the MU-2 zoning districts shall be required to conform to special requirements as set forth in subsection 22-78(e) under MU-1 district.

(Ord. No. 78-14, § 518, 1-10-79; Ord. No. 93-2, 5-12-83; Ord. No. 94-2, § 1, 3-9-94; Ord. No. 00-57, §§ 1-3, 1-10-01; Ord. No. 01-4, §§ 1, 2, 3-14-01)

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Section 4- Shell Point Regional Plan and Neighborhood Overlay District

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SHELL POINT REGIONAL PLAN

Future Land Use

Goal: To foster growth in the Shell Point Community that is consistent with the goals of the Port Royal and Beaufort County Comprehensive Plans while protecting the existing residential areas from the adverse impacts of incompatible land uses.

Community Commercial: This Future Land Use classification contains retail and service businesses that primarily serve Shell Point area residents, but also may serve those in Port Royal, Mossy Oaks, and the Broad River Bluff neighborhoods. Businesses are meant to be accessible by car and foot. Buildings are encouraged to locate in proximity to and address the street. Requiring the parking areas to locate at the sides and rear of buildings will achieve this goal. In addition, franchise architecture is discouraged. Buildings should reflect the architectural character of the Lowcountry. Innovative, high-quality design and development is encouraged.

Neighborhood Commercial: These commercial uses should be of a size, scale and type that will serve the surrounding neighborhood, and will not create a negative impact on the quiet and safety of the surrounding residential areas. The size, scale and architecture of buildings should be compatible with that of the surrounding residential areas. Businesses are meant to be accessible by car and foot.

Residential Infill Development: To protect the integrity of existing neighborhood residential areas, infill development in existing subdivisions shall be compatible with the surrounding neighborhood. Larger parcels (5 acres and above) have option to incorporate mixed uses and housing types by using the Planned Community Option.

Planned Communities: In order to further the Traditional Neighborhood Development goals of both the County's and Town's Comprehensive Plan, this plan offers, for parcels 5 acres or greater, a Planned Community option that incorporates a mix of uses and housing types arranged in a pedestrian scale. Planned Communities would be permitted as a Limited Use or Conditional Use and would require the submission of a master plan and review by an appointed board. The following elements apply to Planned Communities:

- ♦ The internal street network needs to be interconnected and individual block sizes need to be small. The individual developments must connect to the established road network of the surrounding neighborhood and provide stub streets to future developments. Streets will equitably serve the needs of the pedestrian, the bicycle, and the automobile.
- ♦ 15% of the gross site area shall be set aside as open space. Open space includes parks, greens, trails, etc. Planned Communities shall work around natural features such as wetlands and mature forests. Public access to the marsh front is encouraged through the use of public docks and the termination of streets at the marsh front.
- ♦ A 25-foot wide, thickly vegetated buffer between established neighborhoods and incompatible uses within the Planned Community will

be required. A buffer is not required if uses and intensity at edges of Planned Developments are at the same scale as surrounding developed neighborhoods.

- ♦ Gated communities are discouraged.
- ♦ All lots share a frontage line with a street or square. Average lot frontage width must be narrow enough to allow for a pedestrian scale of development.
- ♦ Individual houses should address the street by incorporating such elements as porches and front stoops. Unless Vehicular access to dwellings should be via alleys with garages and parking pads located at the rear of the principle dwelling. Where this is not possible, garages and parking pads are to be located behind the front wall of the principle dwelling. Accessory Dwelling Units are permitted and encouraged.
- ♦ Within the Planned Community, similar land categories shall generally front across streets. Dissimilar categories shall abut at rear lot lines.
- ♦ A minimum of 2% and a maximum of 30% of the Planned Community is designated for commercial use. Parking lots shall be located at the rear and sides of commercial buildings. Small retail shops, barber shops, medical and dental offices, ice cream parlors, coffee shops, bakeries, delis, with building footprint limited to 5,000 square feet.

Parks, Natural Resources, and Wetlands

Goal: To provide for recreational, aesthetic and fitness opportunities for Shell Point Area residents by enhancing the current park facilities and improving connections between residential neighborhoods and existing parks.

Improvements to Shell Point Park: Shell Point Park occupies 14 ½ acres in the vicinity of Broad River Drive. The park is owned and maintained by the Beaufort County Parks and Leisure Service (PALS) and currently contains a walking trail, two tennis courts and an open field that is used for soccer. This plan proposes to provide additional amenities that are consistent with the passive nature of Shell Point Park.

- ♦ **Recommended Park Improvements:** Please refer to the accompanying map for the location of the recommended improvements listed below:
 1. Provide a playground in the western portion of the Park near Broad River Drive.
 2. Construct restroom facilities near the parking area where the existing septic system can be utilized.
 3. Provide a more formalized parking area constructed of a pervious material. The parking lot will need to be situated so that the existing septic system drain field is not affected.
 4. Construct a picnic shelter in the vicinity of the parking area. The shelter should be placed beneath the existing tree canopy with minimal removal of overstory trees. The shelter should be connected to the existing trail network.
 5. Extend the existing trail network into the undeveloped, County-owned wooded area at the eastern end of the park. The trail should be constructed with minimum removal of vegetation.

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- This plan recommends that this portion of the trail be constructed of a pervious material such as wood chips.
6. Provide signage at the eastern park entrance off of Broad River Drive.

- ♦ **Establish a direct pedestrian and vehicular link from Parris Island Gateway (SC 280/802) to Shell Point Park.** The recommended location of this access is through the Midtown Shopping Center (BI-lo) property. This location provides a direct link to the existing parking area. A sign at the future Parris Island Gateway entrance is recommended.
- ♦ **Explore the future use of the existing stormwater detention ponds at the Lowcountry Medical Group and Midtown Shopping Center sites.** These ponds offer an excellent opportunity for a public/private partnership that would, in effect, expand the park boundaries. Issues that need further study include ways to lessen the liability that the ponds present. Some recommended solutions include decreasing the bank slope to prevent persons from being trapped in the pond or providing impenetrable wetland vegetation at the pond perimeter to prevent entry.
- ♦ **Monitor parking demand at the western end of the park.** There is currently no formal parking at the western end of Shell Point Park along Broad River Drive. The installation of a playground may increase the demand for parking in this area. The average number of vehicles informally parking in this area should be monitored by to determine whether the future provision of a parking lot is warranted.

Improvements to Battery Creek Boat Landing: The Beaufort County Parks and Leisure Services Department (PALS) has been charged with making improvements to County boat landings. The Battery Creek Boat Landing provides one of the finest marsh views in this part of the County. This plan recognizes that the Battery Creek Boat Landing receives heavy use by boaters, but is underutilized as a passive recreation area.

- ♦ **Provide a combined picnic pavilion and restroom facility.** The location of this facility should provide views of Battery Creek and the Russell Bell Bridge. A small-scale pavilion with two picnic tables is recommended. Picnic tables are recommended for the wooded area surrounded by the parking lot.
- ♦ **Stabilize the river bank in the area south of the boat ramp.** This portion of the riverbank is eroding and sending trees into Battery Creek. Stabilizing the riverbank would help preserve the only available County-controlled area of high ground where views of the creek can be enjoyed. It is recommended that PALS work with the Beaufort County Planning Department to devise an effective and environmentally sensitive solution to this problem.
- ♦ **Provide a vegetative buffer along the Battery Creek Marina property line.** It is recommended to screen from view the outdoor boat storage area of the Marina. Native shrubs such as wax myrtle and yaupon holly and vines such as Carolina jessamine would be most effective and require little maintenance once established. Additional river buffer vegetation along the riverbank is also recommended.
- ♦ **Formalize the parking area.** A clear delineation of parking areas is recommended to protect natural areas and to keep vehicles adequately set back from the riverbank.

Improvements to Jericho Park: This five-acre property was acquired by the County from the Federal Government in the 1970's with the stipulation that it be used only for recreational uses. The PALS department has recommended that it be used as a passive park. This parcel is one of a series of parcels that was used to provide water to the Marine Corps Air Station and the Parris Island Depot.

- ♦ **Installation of a parking area, trails, and picnic tables:** Development of this small park is meant to be as non-intrusive as possible. Designated parking for several cars, two or three picnic tables, and an interpretive trail is recommended for this park.
- ♦ **Pump House Restoration:** There is a pump house located on the southeast corner of this property. This structure may be eligible for the National Register of Historic Places. This plan recommends that historic designation for this site, along with the other remaining wells and pump houses associated with the provision of water to Parris Island be pursued by the Beaufort County Planning Department in conjunction with the Parris Island Museum. Pursuant to historic designation, the pump house should be restored and an historical marker should be provided.

Pleasure Boat Landing: There is a 2 1/2 acre parcel in the Shell Point Subdivision near the intersection of Broad River Drive and Shell Point Road that was designated in the original plat to be used as a "pleasure boat landing" for the subdivision residents. This parcel has never been developed and offers the opportunity to provide marsh front access for neighborhood residents. This plan recommends that the Shell Point Neighborhood Association explore the feasibility of developing this site as a private park for use by subdivision residents and guests. A boat landing is not practical for this site due to its distance from deep water. A small dock to be used for launching kayaks, crabbing, and marsh viewing is recommended.

Greenways: The County is in the early stages of assembling a Beaufort County Greenway Master Plan. Shell Point needs to be an integral part of that Master Plan by providing connections from the City of Beaufort, the Town of Port Royal, Burton and eventually to South of the Broad River. By utilizing existing easements, sidewalks, neighborhood roads, and potential acquired easements or property a series of connections throughout the community can be realized. The following specific elements are outlined:

- ♦ **BJWSA Water Line Easement:** The Beaufort-Jasper Water Sewer Authority has a water line easement that extends from the Shell Point Area near the Bonaire Estates Subdivision all the way to Burton Wells Park and north to Laurel Bay Road. This easement should be an integral element in a countywide greenways network.
- ♦ **System of wetlands between Baynard and Scipio Roads:** A series of tidal wetlands extend from the Broad River Marsh into Shell Point Area beyond Savannah Highway (SC 802). This plan recommends that public access be provided along this natural amenity and be integrated into the countywide greenways network.
- ♦ **Incorporation of Neighborhood Streets and sidewalks in plan:**

Preservation of Wetlands and Marsh Views: Several properties exist in the Shell Point area that should be protected for environmental quality issues (i.e. migratory waterfowl and songbird roosting and nesting habitat), critical wetlands and passive

public access to the tidal creeks and marshes that surround Shell Point. This plan recommends that Planned Communities be evaluated so that public access and views of the marsh are set aside through the provision of public docks, parks and street vistas. The neighborhood or community as a whole could provide funding and possibly partner with the County and/or Town to purchase areas of ecological significance and public access points.

Transportation

Goal: To promote safe and convenient vehicular travel on neighborhood roads and along state highways while enhancing the aesthetic appeal of their connection with the community.

Improvements to 280/802 Intersection: This plan recognizes that this intersection is rife with problems and eventually will warrant a traffic signal or some other solution. It is recommended that Beaufort County, the SC Department of Transportation and neighborhood residents work together to strike a solution to this intersection that will provide the following:

- ♦ An orderly flow of traffic coming from Port Royal and proceeding to the Broad River Bridge via Savannah Highway (SC 802).
- ♦ A reduction of conflicts with local streets in the vicinity of the intersection (Cypress St., Grafton, Dr. and Shell Point Road).
- ♦ Consideration of an alternative form of intersection such as a traffic circle.

Improvements to Baynard/Shell Point Road Intersection: This intersection currently has one stop sign for eastbound traffic from Shell Point Road extension. There is no protection for traffic continuing west across the intersection to Shell Point Road extension. Two possibilities could correct this problem:

- ♦ A "Through Traffic Yield" sign for westbound traffic continuing toward the Shell Point extension would not adversely affect the more voluminous traffic turning northbound onto Baynard from Shell Point.
- ♦ A Stop Sign could be placed on the southbound side of Baynard to protect vehicles that would continue westbound along Shell Point (there are only five homes on this extension).

802 Savannah Highway Cross-section: The SC Department of Transportation currently has no plans to widen Savannah Highway (SC 802). However, this highway provides an important link to those traveling from Port Royal and Lady's Island to Southern Beaufort County. It is highly likely that it will be widened at some future date as the County continues to grow. This plan recommends that future widening include landscaped medians along the entire length of the segment, pedestrian walkways set apart from the roadway, and street trees.

Street Connectivity: This plan recommends that future subdivisions and developments be evaluated on their effectiveness in establishing an interconnected grid network of local streets. This goal will be facilitated through the development review process when Planned Communities and other subdivisions are evaluated.

Vistas: Select advantageous highway views and promote the preservation and enhancement of vistas at these locations. The intention is to retain visual

reinforcement of the natural setting of the region, even in the face of road widening or site development. Several vista opportunities are at locations where creek and wetland incursions abut and traverse three segments of SC 802, two segments of Grober Hill Road and one wide vista remains on SC 280 just north of Picket Fences.

Economic Development and Community Enhancement

Goal: To provide for the economic development of marginalized commercial properties by offering the greatest amount of site plan flexibility, providing for shared parking, and making public sector investments that optimize private sector opportunities.

Shell Point Plaza Area: The Shell Point Plaza area at the intersection of Parris Island Gateway (SC 280) and Savannah Highway (SC 802) is the traditional and geographical center of the Shell Point Community. In order to strengthen the civic and commercial qualities of this area, this plan recommends the following:

- ♦ **Future Library Branch Location:** The Beaufort County Department of Library Services, in their long term Capital Improvements Plan (1999), proposes to construct a library branch to serve the Shell Point, Burton, Broad River and Chechessee areas when population has reached a threshold to warrant a new branch. The Library is also interested in relocating its administrative offices to this future branch. The Library has outlined several criteria for site location that include access and visibility from an arterial highway, proximity to commercial properties, access to sewer and water, and avoidance of flood prone areas. This plan recommends locating the library branch in proximity to Shell Point Plaza and Jericho Park. This location would give the library visibility on two highway corridors, spur commercial redevelopment in the Shell Point Plaza area, and give greater visibility to Jericho Park. This site is also outside of the floodplain. At a minimum, the site should accommodate 20,000 square feet of library space and 15,000 square feet of office space.
- ♦ **Shared Parking Facility:** As a library branch is developed in this area, a shared parking facility serving the library, park and nearby businesses should be considered. This would help promote well-planned commercial redevelopment in the area and reduce site costs for individual businesses.
- ♦ **Future Street:** A street running along the southern property line of Jericho Park connecting Parris Island Gateway to Savannah highway is recommended. This would provide access to the future library branch and park from both highways.

Battery Creek Boat Landing/Marina Boulevard: There is an interesting mixture of commercial, residential and recreational land uses in the vicinity of the Battery Creek Boat Landing. This area was adversely affected by the construction of the Russell Bell Bridge and the widening of Parris Island Gateway. This plan proposes to assist in the revitalization of this area by providing better visibility from Parris Island Gateway and removing some of the awkward elements that resulted when the road bed of Parris Gateway was shifted to the south.

- ♦ **Provision of on-street parking:** On-street parking should be provided along Marina Boulevard in order to promote redevelopment of this area by reducing site costs for individual developments.
- ♦ **Shared sign at Parris Island Gateway:** In order to help local businesses with more visibility, this plan recommends that a shared sign be provided at the intersection of Marina Boulevard and Parris Island Gateway. The sign would be similar to those used in multi-tenant shopping centers where a directory of individual businesses is provided on the same sign. This project should be a public/private partnership initiated and coordinated by Beaufort County and the Town of Port Royal, and funded by the participating businesses.
- ♦ **Removal of "Road Ends" signs:** There are currently two unsightly "road ends" signs located at both ends of Marina Boulevard. This plan recommends replacing the sign at the western end of Marina Boulevard with a cluster of palmettos or another aesthetically pleasing visual cue that conveys the same message as "road ends". Likewise, the "road ends" sign at the entrance to the Battery Creek Boat Landing should be replaced with a directional sign announcing the entrance to the landing.

Shell Point Elementary School: This heavily used community center merits an exterior design up-grade by the County, the Town, and the School Board to improve the walking student & vehicular access, parking, & pick-up spaces. The Plan specifically targets 4 redesigns to that purpose.

- ♦ Provide a safe road crossing for walking students.
- ♦ Provide another means of access for circulation & parking.
- ♦ Integrate into future neighborhoods to the north.
- ♦ Provide connections to the Shell Point Subdivision.

Future BJWSA Sewer Extensions: Much of the Shell Point Area is wet, low in elevation and, therefore, not suitable for on-lot septic systems. Unfortunately, public sewer does not serve most of the existing residential areas. As new development occurs on vacant parcels, water and sewer extensions will be necessary to accommodate this development. This plan recommends that the Town of Port Royal and Beaufort County work with the Beaufort Jasper Water-Sewer Authority to route future sewer extensions in a manner that will bring existing residential areas in closer reach to public sewer.

Implementation

Adoption of Zoning Amendments: Simultaneous to the adoption of the Shell Point Regional Plan, a series of zoning amendments will be presented to both the Beaufort County Council and Port Royal Town Council for adoption.

- ♦ **Town of Port Royal:** The planning staffs of the Town of Port Royal and Beaufort County will work together to formulate appropriate zoning amendments to implement the Land Use Plan portion of this plan. These amendments will be incorporated into the Town of Port Royal Zoning Ordinance.

- ♦ **Beaufort County:** Likewise, amendment to the Beaufort County Zoning and Development Standards Ordinance will be formulated and presented for adoption.

Short Term Projects (1 to 5 years): This series of projects are outlined in this plan that are intended to be implemented in a five-year time frame. These include:

- ♦ **Shell Point Park:** Playground equipment, restroom facilities, formalized parking, sign on Broad River Drive, picnic shelter, and trail extension. These improvements are to be implemented through PALS.
- ♦ **Battery Creek Boat Landing:** Picnic and restroom facility, riverbank stabilization, vegetative buffer, and formalized parking. These improvements are to be implemented through PALS.
- ♦ **Jericho Park:** Parking area, picnic tables and trail to be implemented by PALS. Pump house restoration to be implemented by Beaufort County Planning Department in conjunction with PALS and Parris Island.

Long Term Projects (3 to 10 years): This series of projects are outlined in this plan that are intended to be implemented in a three to ten-year time frame. These include:

- ♦ **Shell Point Park:** Auto and pedestrian connection to Parris Island Gateway. Incorporation of two detention ponds into park. To be implemented by PALS in conjunction with private property owners.
- ♦ **Pleasure Boat Landing:** Construction of a crabbing dock with small parking area. To be implemented by Shell Point Neighborhood Association with assistance from Beaufort County Planning Department.
- ♦ **Shell Point Library Branch:** Construction of a library, shared parking lot, and internal street. To be implemented by Beaufort County.
- ♦ **Parris Island Gateway/Savannah Highway Intersection Improvements:** To be implemented by SCDOT.

Chapter 15.5, Article III

Shell Point Neighborhood Overlay District

Sec. 15.5 - 50. Purpose

The purpose of the Shell Point Neighborhood Overlay District is to foster growth and economic development in the Shell Point Community that is consistent with the goals of the Port Royal and Beaufort County Comprehensive Plans while protecting the existing residential areas from the adverse impacts of incompatible land uses.

To protect the integrity of existing neighborhood residential areas, infill development on small, undeveloped parcels in established subdivisions is meant to be compatible with surroundings established neighborhoods.

Sec. 15.5-51. District Boundary

The delineation of the Shell Point Neighborhood Overlay District (SPNO) is outlined on the official zoning map of the Town of Port Royal. The SPNO district may overlay several zoning districts that shall be referred to as base zoning.

Sec. 15.5-52. Highway Corridor Standards

(a) Applicability and Administration: The following standards apply to all development located in the Overlay District that lies within 500 feet of the centerline of SC 802 and SC 280 with the exception of single-family dwellings and their accessory structures. Interpretation of these standards shall be the responsibility of the Town's Supervisory Planning Team (SPT), augmented by two (2) additional members. These additional members will be appointed by Council for a term of two (2) years. No member shall serve more than six (6) consecutive years. Appointees shall own property in the Shell Point Neighborhood Overlay District, one appointee to be a Beaufort County property owner, one appointee to be a Town of Port Royal property owner. The Review Procedures and Submittal Requirements put forth in Section 15.5-28 shall apply.

(b) Site Design Standards:

1. Adjoining commercial parcels shall provide vehicular and pedestrian linkages. Where an adjoining commercial property has been previously developed, and the owner of such property is unwilling to provide access, the parcel currently under development review shall provide a stubbed access road in the event of a future connection to the adjoining parcel once it is redeveloped.
2. Parking shall be located to the side and rear of the principle structure. Buildings with a footprint over 25,000 square feet may have parking at the front of the building provided that a minimum of 50% of the road frontage is either subdivided into out-parcels or designated for the location of frontage buildings.
3. Buildings are encouraged to locate near the street or be separated from the street by a landscaped area or pedestrian plaza.

(c) Architectural Standards:

1. General Architectural Requirements: Innovative, high-quality design and development is strongly encouraged to enhance property values and long-term economic assets along SC 802 and SC 280. The SPT has the authority to approve designs and materials that vary from the requirements of this section if the SPT deems that the proposal has architectural merit, is appropriate to the design theme of the development, and is otherwise in keeping with the purposes of this section.
2. Roofs: Roof overhangs and pitched roofs shall be incorporated into all building designs. However, buildings having large footprints, where applying a pitched roof would be impractical, may have a flat roof only if a parapet is used. Pitched roofs shall have a minimum pitch of 4:12. Long unarticulated roofs are not permitted. Roof materials shall consist of wood shingles, slate shingles, multi-layered asphalt shingles, metal (raised seam, galvanized metal, corrugated metal, metal tile, etc.) or tiles.
3. Exterior Materials and Form: Wood clapboard, wood board and batten, wood shingle siding, brick, stucco, tabby,

natural stone, faced concrete block and artificial siding material which resembles painted wood clapboard are permitted. Highly reflective glass or materials shall not be permitted as the predominant material. Long unarticulated building facades are not permitted. Internally illuminated and/or neon lighted exterior architectural or structural elements that are visible from SC 802 and SC 280 are not permitted. Plywood, cinder block, unfinished poured concrete, unfaced concrete block, and plastic or vinyl, not closely resembling painted wood clapboard are not acceptable siding materials.

4. Color: Predominant color design shall be compatible with Lowcountry or Coastal vernacular palette, which includes traditional historic colors, earth tones, grays, pale primary and secondary colors (with less than 50% color value), white and cream tones, and oxblood red. Bright primary colors and disturbing color contrasts can only be used for limited architectural accents.

5. Accessory Uses: The design of accessory buildings and structures shall reflect and coordinate with the general style of architecture inherent with the primary structure. Unscreened chain-link fences and woven metal fences are not permitted where they will be visible from SC 802 and SC 280. Exterior storage shall be screened from view from SC 802 and SC 280. Exterior displays shall consist of merchandise that cannot be practically displayed indoors. These include automobiles, plant materials, landscape structures, agricultural products, and boats.

(d) Landscaping Standards:

1. The area between the building and the highway Right-of-way line shall be landscaped or used as a formal pedestrian area such as a sidewalk or pedestrian plaza.
2. Parking Lot Trees: One 2 1/4" caliper canopy tree shall be planted for every 10 parking spaces. Each canopy tree shall be planted in a planting island or space with a minimum total area of 162 square feet. The applicant shall have the ability to combine 9' x 18' landscaped islands or use continuous planting strips between parking aisles. In small parking lots, the islands may be at the corners of the lot. Existing trees that can be preserved, by not disturbing the area within the drip line, may be counted toward the landscaping requirements. The area within the drip line of the existing trees shall not be paved with impervious materials. Proposed vegetation in isolated parking lot islands and medians shall be irrigated to insure plant survival. Figure 1 provides examples of parking lot landscaping configurations.

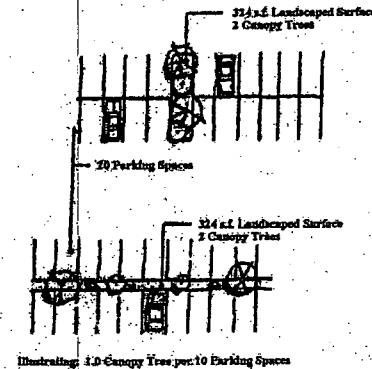


Figure 1

3. Parking Lot Buffer: Where parking areas have frontage along SC 802 and SC 280, they must be buffered from the highway with a 15 foot wide landscaped buffer. The buffer shall incorporate a mixture of canopy trees and shrubs. For every 50 feet of parking lot frontage along SC 802 and/or SC 280, two 2 1/4" caliper canopy trees shall be planted. Canopy trees located in this buffer may be counted toward the overall parking lot tree requirement.
4. Foundation Buffer: A five-foot wide landscaped buffer is required between any structure and parking and driving areas exclusive of loading ramps and drive-through facility areas.

5. Planters, window boxes, hanging plants and potted plants are strongly encouraged along front elevations of buildings.

(e) **Lighting Standards:** The following lighting requirements apply to architectural lighting, parking area and site lighting, security lighting, and the illumination of outdoor storage and merchandise:

1. **Cutoff Fixtures:** All outdoor lighting fixtures rated 5,500 Lumens or more shall be full cut-off or fully-shielded fixtures as indicated in figure 2

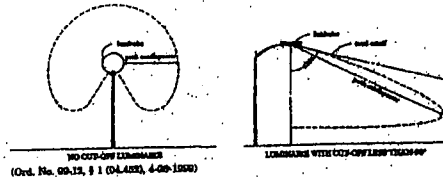


Figure 2

2. **Light glare and trespass:** With the exception of streetlights, all lighting fixtures shall be designed, located, and installed to avoid casting direct light onto adjacent properties and streets or creating glare in the eyes of motorists and pedestrians.

3. **Floodlights:** Floodlighting is discouraged, and if used, must be shielded to prevent disability glare for drivers or pedestrians, light trespass beyond the property line, and light above a 90 degree, horizontal plane. (Unshielded wallpack type fixtures are not permitted.)

4. **Height:** The height of the light shall not exceed twenty-five (25) feet above grade.

5. **Gas Station/Convenience Store Canopies:** Light fixtures for canopies shall be positioned so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy.

(f) **Signage Standards:** The design, material, color, location, and illumination of signage shall be compatible with the overall design of the development. A master signage plan shall be submitted to the SPT for review with all new projects and major project revisions. Internally illuminated signs are prohibited.

Sec. 15.5-53. Residential Use Requirements

With the exception of where a Planned Community is approved as a special use by the Supervising Planning Team in compliance with Section 15.5-54, the Permitted Uses, Conditional Uses and Other Requirements put forth below apply to all development in the Shell Point Neighborhood Overlay District where the underlying district is MU-2 or General Residential.

- Lots of record that are smaller than five acres and that have direct frontage on S.C. 280 or S.C. 802 are exempt from the requirements set forth in Sections 15.53 and 15.5-54.
- Duplexes, Townhouses, Multi-Family, Condominiums, and Public or Private Care Homes; and the uses listed in Sections 22-79(b) (3, 4, 5, 6, 7, and 8) and Sec. 22-79(c) are permitted under the conditions set forth 15.5-54.
- Minimum lot size shall be 10,000 square feet except as permitted in the Conditions set forth in Section 15.5-54.

Sec. 15.5-54. Planned Community

In order to further the Traditional Neighborhood Development goals set forth in the Town's Comprehensive Plan, this section offers, for parcels 5 acres or greater, a Planned Community option that incorporates a mix of uses and housing types arranged in a pedestrian scale. Planned Communities are permitted as a Special Exception and require the approval by the Supervising Planning Team (SPT).

(a) **Basic Requirements:**

- Minimum Site Area:** 5 acres.
- Permitted Uses, Setbacks, Minimum lot width and area:** These requirements shall be set forth in the underlying zoning district.
- Minimum Open Space:** 15% of total site area. Open space is defined as land area to be left undeveloped as part of a natural resource preservation, recreation, and buffer yards. Open space excludes areas in lots, street rights-of-way, parking, and storm water detention ponds.
- Maximum Aggregate Gross Density:** 8 dwelling units per acre. Density for parcels zoned Mixed Use - 2 (MU-2) or General Residential (GR) prior to March 12, 2003 will conform to the standards set forth in Section 22-66 (d) *Other requirements* and (e) *Townhouses - special requirements*.
- Maximum Building Height:** Height restrictions are set forth in the underlying zoning district. Buildings designated for multi-family dwellings, and non-residential uses shall be limited to 2 stories below the eave line of the roof. A third story may be added above the eave line. Mansard roofs are not permitted on multi-family buildings that exceed 2 stories in height.
- Buffer yards:** Where land uses other than single-family residential are located on the perimeter of a Planned Community, Buffer yard 3, as prescribed in Article IV, Section 22-78, Table 1 shall be required. All other applications of buffer yards will follow the requirements of the underlying zoning district.
- Lighting Standards:** Lighting guidelines specified in Section 15.5-52(e) apply to all development.

(b) **Multi-family Housing Requirements:**

- For Planned Communities or portions thereof located further than 500 feet from the centerline of SC 802 and SC 280, no more than 30% of the total number of dwelling units may be duplexes, townhouses, or apartment buildings. However for parcels zoned Mixed Use - 2 (MU-2) or General Residential (GR) prior to March 12, 2003 up to 100 percent of the dwelling units may be duplexes, townhouses or apartment buildings.
- For multi-family dwellings, no more than 20 dwelling units may be constructed in any one building.
- For Planned Communities with over 50% of the dwelling units consisting of multi-family dwellings, individual site plans shall not be approved for more than 150 dwelling units unless there is at least a 25-foot landscaped or natural buffer screen separating the different portions of the plan.
- Detached principal or accessory buildings shall not be placed closer than ten feet from any other building.

(c) **Commercial Use Requirements:**

- No more than 30% of the total site area can be designated for commercial uses

(d) Resource Protection Requirements:

1. At least 70% of all non-tidal wetlands must be protected.
2. Wetlands to be filled cannot be more than one acre and are to be those that could not easily become part of an interconnected area that provides drainage and flood storage. The Shell Point Natural Resources Inventory Map is to be used as a reference for determining resource protection strategy.
3. Other natural resources such as maritime forests, mature upland forests, and endangered species shall be considered in the formulation of site plans.

(e) Administration: Planned Communities are permitted as a Conditional Use in the Shell Point Overlay District. The requirements of this Section in addition to Article VII, Section 22-165 apply to

1. Review by the Supervisory Planning Team (SPT): The Review Procedures as put forth in Section 15.5-28 shall apply to Planned Communities.

2. Submittal Requirements: Applications for Special Exceptions shall be submitted to the Planning Department and shall contain the following materials:

- A legal plat of the property drawn to scale showing property lines, the location of existing buildings and all easements and rights of way.
- An accurate scaled site plan showing the location of natural features, wetland delineations, all proposed property lines, proposed buffers, open space, trails, and proposed building footprints.
- A tree survey depicting the location all existing trees that are 8" dbh (diameter at breast height) or greater.
- The site plan must also specifically designate the proposed land use for each parcel. Land uses shall be designated in the following categories -- single-family residential, duplexes, townhouses, apartment buildings, and commercial
- The applicant shall provide information containing the total number of dwelling units and total square footage of commercial buildings.
- Any other information, which may be reasonably required by the Planning Department to facilitate recommendations to the SPT.

3. Evaluation Criteria: The following criteria will be used by the SPT when reviewing applications for a Conditional Use for a Planned Community:

- To the greatest extent feasible require site plan to be designed around existing vegetation.
- The proposed development is consistent with the Town's Comprehensive Plan and the Shell Point Neighborhood Plan.
- The proposed development does not adversely impact the surrounding area.
- The applicant has demonstrated that there will be no negative impact on public infrastructure such as roads, and water and sewer systems, and public services such as police, fire, EMS, and solid waste collection.
- The internal street network needs to be interconnected and individual block sizes need to be small (average maximum perimeter = 1,500 feet). Alleys that serve as public rights-of-way may count towards this requirement. The individual developments must connect to the established road network of the surrounding neighborhood and provide stub streets to future developments. Streets will equitably serve the needs of the pedestrian, the bicycle, and the automobile.
- Gated communities are discouraged.
- All single-family lots share a frontage line with a street or square. Average lot frontage width must be no greater than 75 feet wide. No more than two adjoining lots may accommodate one house.
- Within the development, similar land categories shall generally front across streets. Dissimilar categories shall abut at rear lot lines.
- Individual houses shall address the street by incorporating such elements as porches and front stoops. Unless Vehicular access to dwellings should be via alleys with garages and parking pads located at the rear of the principle dwelling. Where this is not possible, garages and parking pads are to be located behind the front wall of the principle dwelling. Accessory Dwelling Units are permitted.
- Parking lots shall be located to the side and rear of commercial buildings.
- Pedestrian linkages between residential lots and active open spaces and other community amenities are required.
- Where present, duplexes, townhouse and apartment buildings shall be integrated into the Planned Community

0725

Wright's Point Char

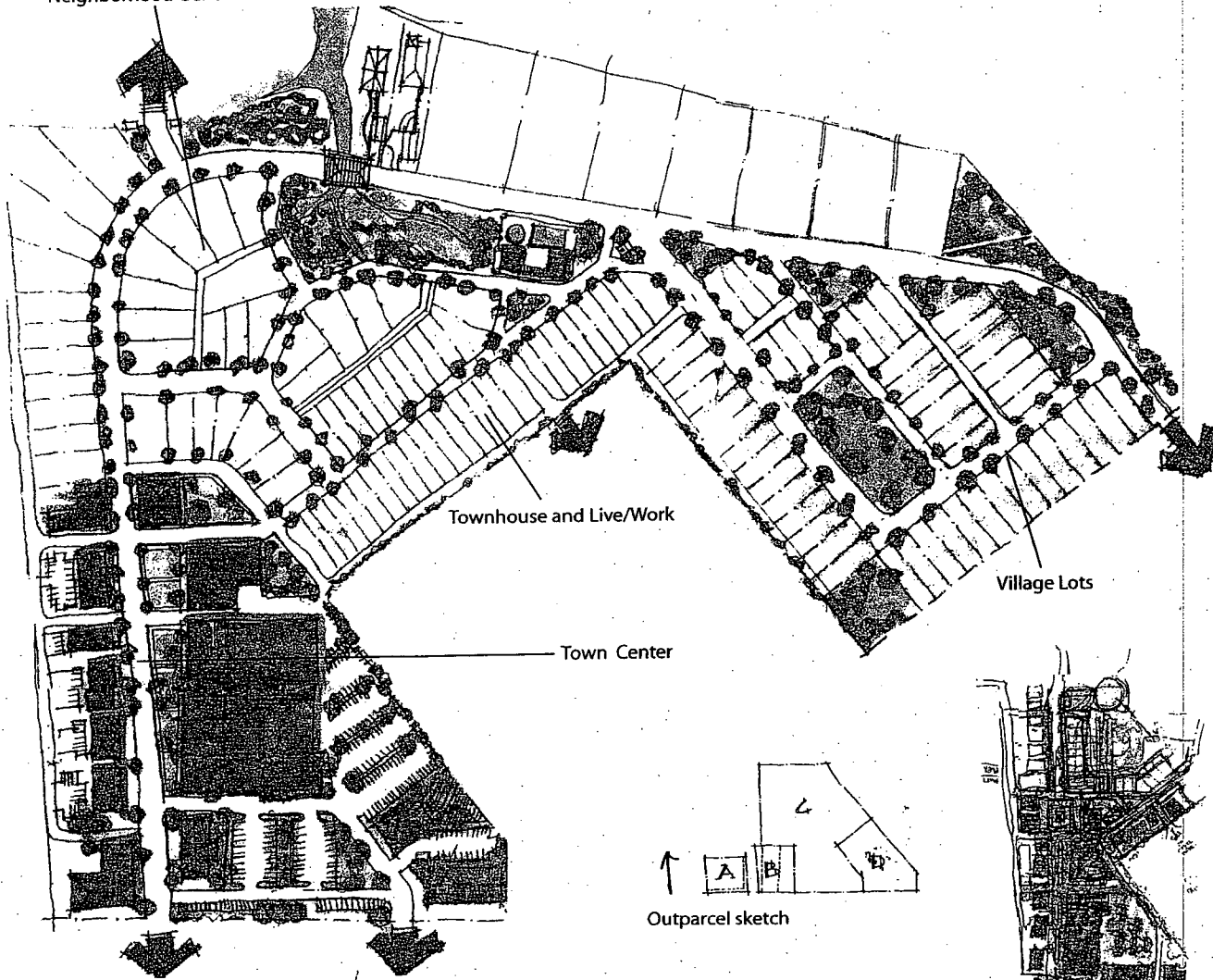
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Section 5- Concepts and Study Sketches

Wright's Point Charret

0727

Neighborhood General



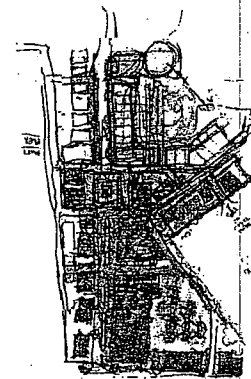
Townhouse and Live/Work

Town Center

Village Lots



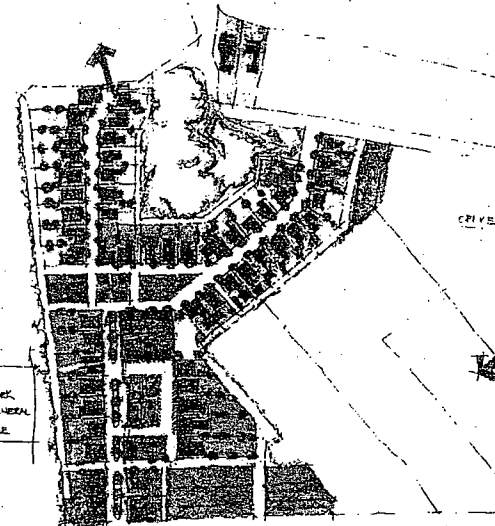
Outparcel sketch



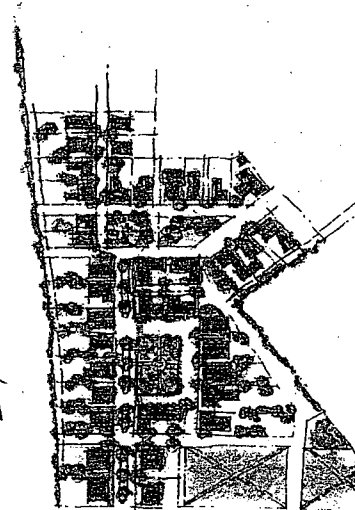
Plan sketch of commercial center with "Big Box Tenant"

Neighborhood Concept sketch

- LAND USE
- ☒ COMMERCIAL
 - ☒ TOWNHOUSE/LIVE WORK
 - ☒ NEIGHBORHOOD GENERAL
 - ☒ OFFICE/WAREHOUSE

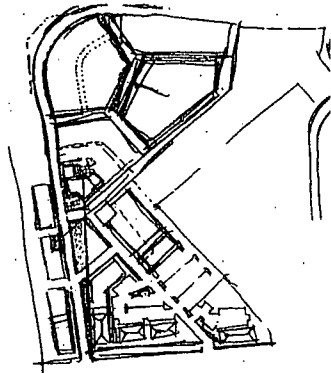


Above and to the right-
Plan sketches of village
center with small scale
commercial parcels

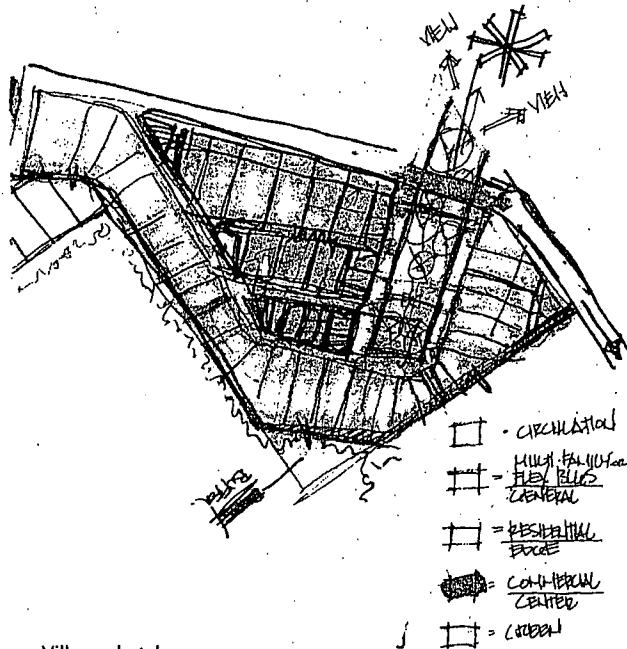


Wright's Point Char

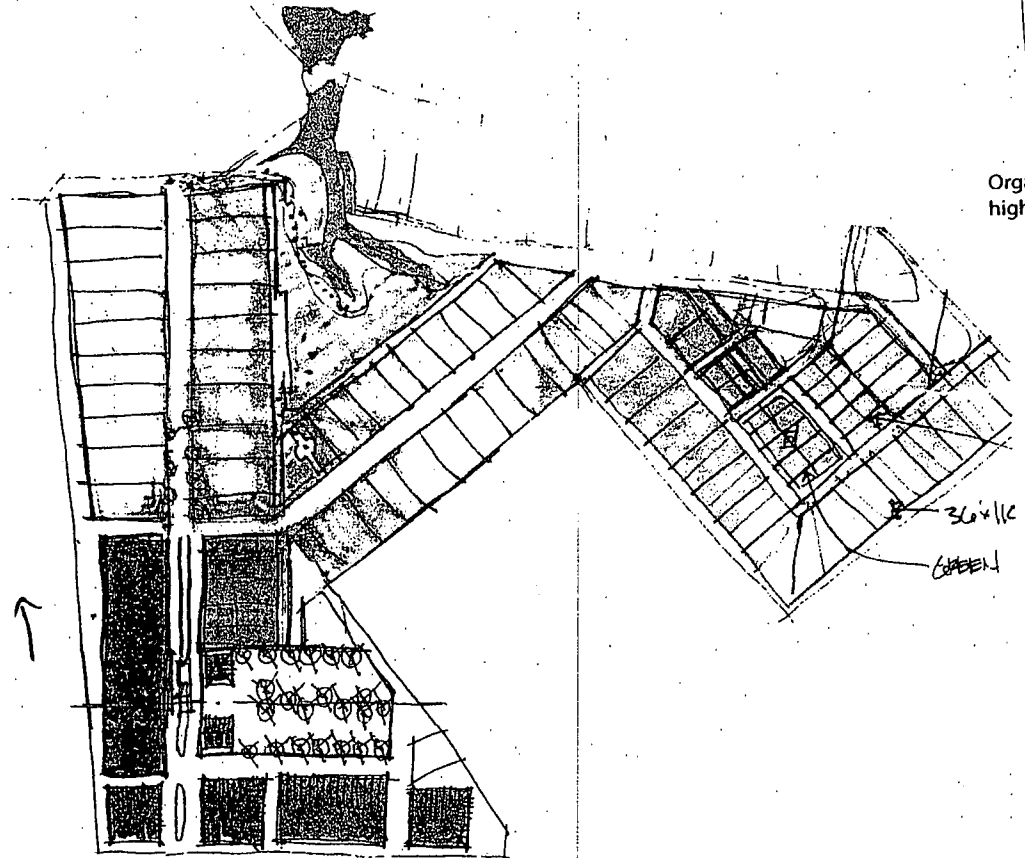
0728



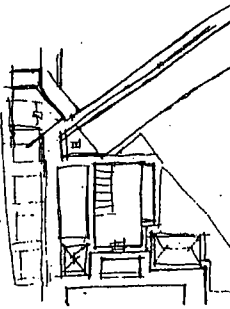
Organizational sketch



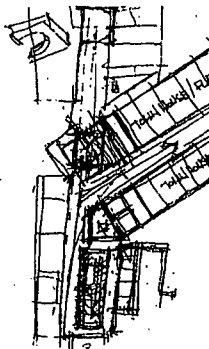
Village sketch



Town Center study



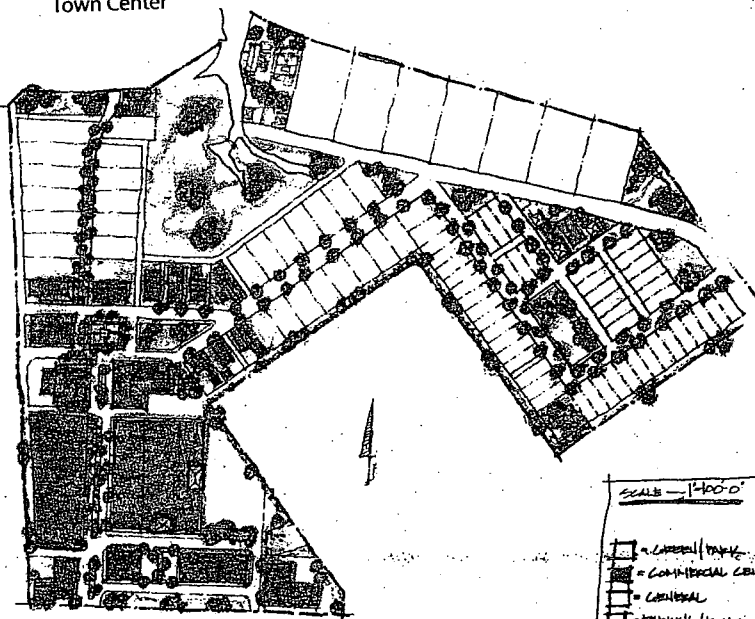
Organizational sketch with highway slip road



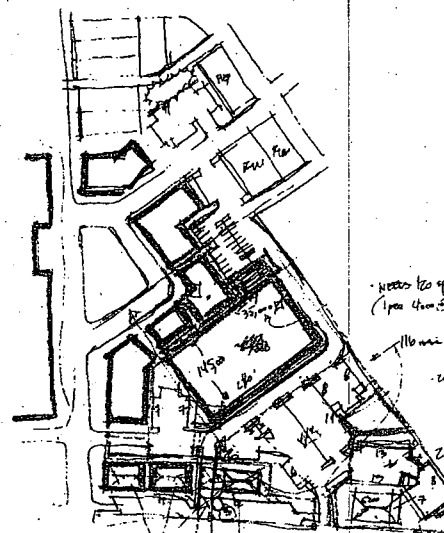
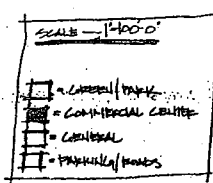
Organizational sketch of Town Center

Wright's Point Char

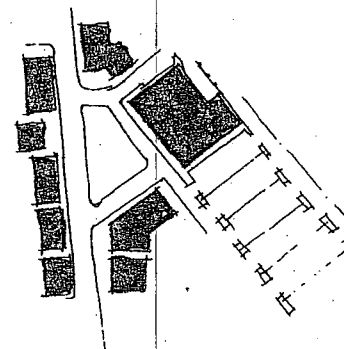
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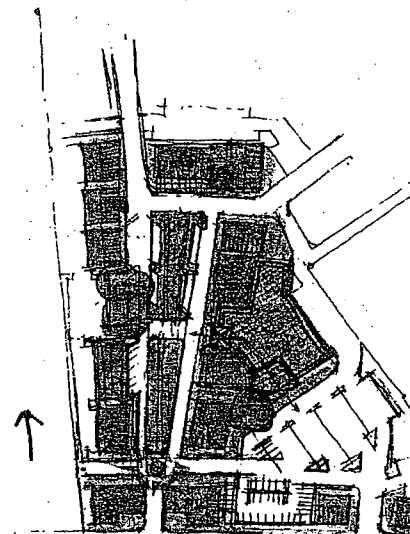
Plan Study



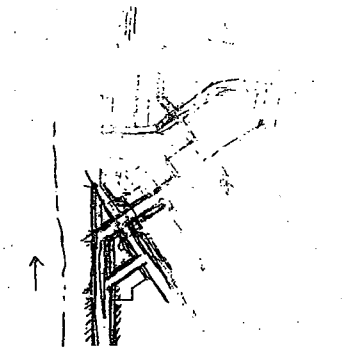
Plan Study



Plan sketch
Town Center



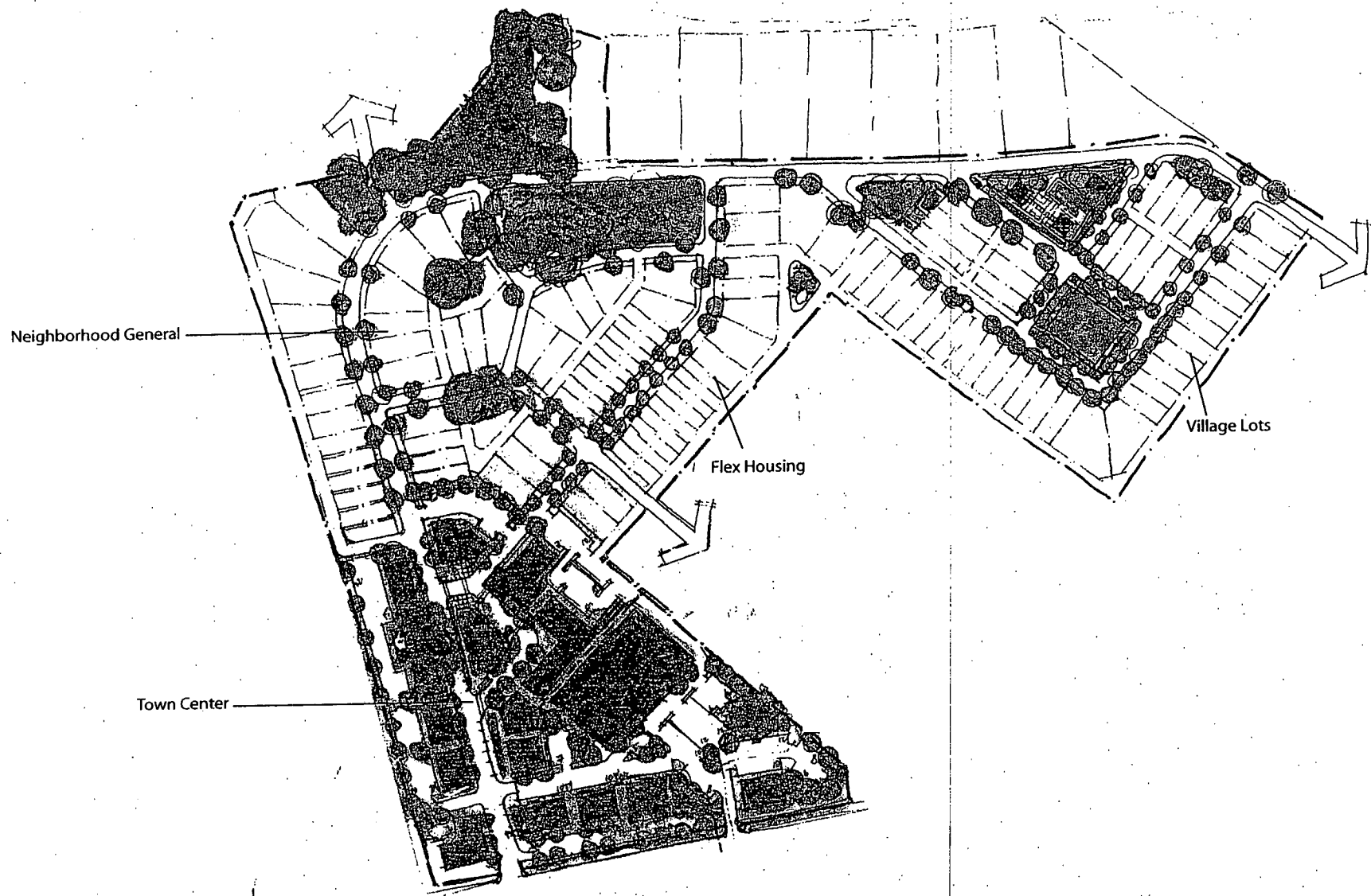
Plan sketch
Town Center



Organizational study of Town Center

Wright's Point Char

0730



Conceptual Master Plan

Wright's Point Charro

3/20
26247

829

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

WARRANTY DEED

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED
TRANSFER FEES \$ 8
COUNTY \$ 44.00 STATE \$ 104.00

KNOW ALL MEN BY THESE PRESENTS, that I, ANTHONY R. PORTER, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to me in hand paid at and before the sealing of these presents, by RICHARD J. RATCLIFF, P. O. 2393, Beaufort, South Carolina 29901, in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said RICHARD J. RATCLIFF, his heirs and assigns forever, the following described real estate, to-wit:

See attached sheet for description of property

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, all and singular the said premises before mentioned unto the said RICHARD J. RATCLIFF, his heirs and assigns forever.

And I, ANTHONY R. PORTER, do hereby bind myself, my heirs, and assigns to warrant and forever defend all and singular the said premises unto the said RICHARD J. RATCLIFF, his heirs and assigns, against me, my heirs and assigns and any persons whomsoever lawfully claiming or to claim the same, or any part hereof.

IN WITNESS WHEREOF, I, ANTHONY R. PORTER, have caused these presents to be executed in his name this 10th day of May, in the year of our Lord one thousand nine hundred and ninety-eight and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and
Delivered in Presence Of

Barbara L. Russell
Barbara L. Russell

Anthony R. Porter
ANTHONY R. PORTER

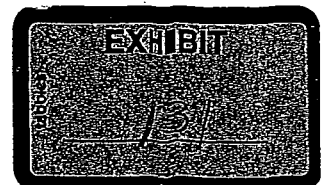
Sherwood N. Fender
Sherwood N. Fender

* 110 34 133 860

PLAINTIFF'S
EXHIBIT

45

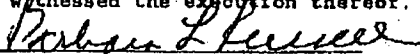
0731



530

STATE OF SOUTH CAROLINA)
)
County of Beaufort)

PERSONALLY appeared before me the undersigned witness, who, on oath, says that s/he saw the within named Anthony R. Porter, sign, seal and as his act and deed, deliver the within written deed, and that s/he with the other witness witnessed the execution thereof.


Barbara L. Russell

SWORN to before me this
19th day of May, 1998


Sherwood N. Fender
Notary Public for South Carolina
My Commission Expires: 3-23-99

0732

Exhibit "A"

ALL that certain piece, parcel or lot of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina and being designated as Lot TWENTY (20), Phase I, Wright's Point Subdivision, on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 3rd day of March, 1998, entitled "Plat Showing Wright's Point, Phase I", a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 64 at Page 150. For a more accurate description of said lot as to metes and bounds, courses and distances, reference is craved to the aforementioned plat of record.

This conveyance is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Wright's Point recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 1049 at Page 2383.

The property being conveyed herein is a portion of the same property which the Grantor acquired by deed of Lewis H. Wright and John D. Wright, Individually and as Co-Personal Representatives of Estate of Alice H. Wright, and Alice Twiggs and Elizabeth Williams dated the 31st day of December, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 1026 at Page 1132.

This deed prepared in the Law Office of Sherwood N. Fender and Associates, P. O. Box 1101, Beaufort, South Carolina 29901.

Dist 110, Map 34, Portion of Parcel 3

Legend 9696 832
FILED
JCHILZ SULLIVAN-210
98 JUN -2 PM 4:32
BK 1080 PG 829
FOLDER#

RECORDED THIS 9th DAY
OF July 98
IN BOOK AE PAGE 749
Sharon D. Bourne
AUDITOR, BEAUFORT COUNTY, S.C.

Engineering firm
were the applicants

Town of Port Royal
Site Development Documents Required for Site Development Permit

Project Name Wright's Point - Phase 2

Owner Anthony R. Porter contact: Richard Patchiff	Engineer: Stuart Whiteside PE #9437 Contact - Matt Randall Firm: Seamon, Whiteside + Assoc.
Address PO Box 2393 City State & Zip Beaufort, SC 29901	Address 501 Wando Park Blvd #200 City State & Zip Mt. Pleasant, SC 29404
Phone #'s (843) 838-6090	Phone #'s (843) 884-1667
Email designit@hargray.com	Email mrandall@swasc.com

These items must be part of your submittal unless authorized by staff as Not Applicable (N/A)



USACE Certification of the wetland delineation
US Army Corps of Engineers 843 329 8044 - Charleston Office

N/A

USACE permit for wetland impact (if required)

pending

OCRM Stormwater Management and Land Disturbance Permit
843 846 9400 - Beaufort Office

pending

SCDHEC EQC Water and sewer construction permits
843 846 1030 Penny Cornett - Beaufort Office

N/A

SCDOT Encroachment Permit for access, drainage, and utility construction
843 524 7255 Ron Oddo or Wendell Mulligan - Beaufort Office

pending

Dry Utilities Letters of Commitment

✓ Sprint 843 525 7917 - Cindy Ackerman

✓ SCE&G 843 525 7712 - John Ferreri

✓ Charter Communications 843 986-2358 Ext. 234 - Paula

N/A

✓ Archaeological / Cultural Site Determination



Engineered Plans to include a Landscape Plan, Tree Survey, and Tree Removal
Application (if applicable) - 3 Copies

pending

Capital Contribution Fees Determined by and paid to
Beaufort Jasper Water and Sewer Authority 843 987 9250 - Charles Sexton

Submit package to Linda Bridges
700 Paris Ave.
P O Drawer 9
Port Royal, SC 29935
843 986-2207

Permit # _____

Date Issued _____



**REQUEST APPLICATION TO REMOVE TREE(S)
TO BUILDING OFFICIAL, TOWN OF PORT ROYAL**

Date July 5, 2006

Request to Remove / Prune 10 tree(s)

Owner Anthony R. Porter (Contact: Richard Ratcliff)

Site address Wright's Point Subdivision - Phase 2 (Trms # R112-034-0150)

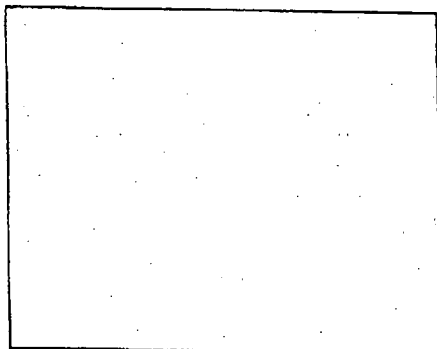
For the following reasons For construction of infrastructure to provide access and service to subdivision. (see attached plans)

Identify house and indicate location of tree(s) to be removed. Tree(s) must be marked. Commercial sites are required to have a tree survey

Contractor to be determined

Signature _____

Phone # _____



TREE TO BE REMOVED

Type of Tree

Diameter (36" from ground)

Please see tree removal chart on Sheet 3 (Demolition + Erosion Control)

Do Not Write In This Space

A. Request is granted according to site plan _____
Building Inspector

B. Request is denied according to site plan _____
Building Inspector

B-1 You may resubmit your tree survey,
Or

B-2 You may appeal to the Zoning Board of Adjustments and Appeals in writing within 25 days prior to their next schedule meeting. Your appeal request must be submitted to the Planning Department, P O Drawer 9, Port Royal, SC 29935. Tel (843) 986-2207 Fax (843) 986-2210.

20888

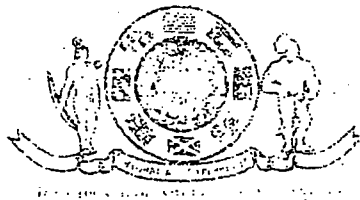
Town of Port Royal, South Carolina

Council

Samuel E. Murray
Mayor

Mary Beth Heyward
Mayor Pro Tempore

Vernon H. DeLoach
Joe Lee
Henry Robinson



Van Willis
Town Manager

James L. Cadien
Chief of Police

Wendell O. Wilburn
Fire Chief

Jeffrey S. Coppinger
Daniel G. Lemieux
Operations
10-24-06
Linco Bridges
Planning

SITE DEVELOPMENT PERMIT

Permit Number 2006-8

Zone MU-2

Date Issued 10-24-06

Development Name Wrights Pt Phase II Type of Development Single Family

Development Address/Location Wrights Pt. Dr. Acreage ~ 5.0

DMP 112-34-156 112-32-214
112-34-3

Contractor J H Hiers

THIS SITE DEVELOPMENT PERMIT CERTIFIES THAT THE ABOVE NAMED
DEVELOPMENT HAS MET AND IS IN ACCORDANCE WITH THE TOWN OF PORT
ROYAL ZONING AND DEVELOPMENT STANDARDS ORDINANCE

By: Daniel G. Lemieux
TOWN OF PORT ROYAL

CONDITIONS OF APPROVAL:

1. All tree aeration systems and tree protection barriers must be constructed first and authorization to proceed and granted prior to further work site and issuance of a Town of Port Royal Building Permit.
2. All Town of Port Royal permits expire six (6) months from date of approval if work has not begun.
3. Subdivision approval is for construction of infrastructure only unless infrastructure bonding has been posted and accepted and final approval certified on the final subdivision plat.
4. Subdivision plats may not be recorded and sale of lots is not permitted until final approval is affixed and certified on final subdivision plat and deed recorded by the Register of Deeds.
5. The Town of Port Royal Building Codes Department should be contacted for all inspections.
6. Any deviation from the approved plans must be approved by the Town of Port Royal Building Codes Department.

THIS IS NOT A BUILDING PERMIT

PROPOSED ZONING AMENDMENT
Town of Port Royal South Carolina

To The Honorable Mayor and Town Council:

The undersigned hereby respectfully request that the Town of Port Royal Ordinance be amended as described below:

- (1) This is a request for a change in the: (Check one)
☒ Zoning Map (fill in items #2, 3, 4, 5, 6, and 8 only)
☐ Zoning Text (fill in items #7 and 8 only)
- (2) Give exact address and plat map reference for property you propose a zoning change;
 District No. 112 Map 32 Parcel (s) 156
 Address 106 Wrights Point Drive
- (3) Area of subject property 9.5 +/- Sq. Ft. or acres.
- (4) How this property is presently zoned? (Check all that apply) ☐ CP ☐ GR
☐ GC ☐ NC ☐ HC ☐ LI ☐ MH ☐ MU-1 ☒ MU-2 ☐ PUD ☐ G
☐ R-5 ☐ R-10 ☐ R-12 ☐ R-17 ☐ OC ☐ FA ☐ Traditional Overlay
☒ Shell Point Overlay ☐ Waterborne Industrial Overlay
- (5) What new zoning do you propose for this property? (Check all that apply) ☐ CP
☐ GR ☒ GC ☐ NC ☐ HC ☐ LI ☐ MH ☐ MU-1 ☐ MU-2 ☐ PUD
☐ G ☐ R-5 ☐ R-10 ☐ R-12 ☐ R-17 ☐ OC ☐ FA ☐ Traditional Overlay ☒ Shell Point Overlay ☐ Waterborne Industrial

* Under item #8 explain why this area should be zones as you proposed.

- (6) Does the applicant own all of the property proposed for this zoning change?
☒ YES ☐ NO If NO, give the address of the property involved which he does not own and the owner's name and contact information: _____

- (7) Proposed language for TEXT change _____

* Show proposed change and the reasons therefore under item #8.

- (8) Explanation: This location would provide needed services to the town & Wrights Point neighborhood. We would like to provide business locations for food establishments, small bakeries, coffee shop, banking, office and medical.

(If more space is needed, continue on back)

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Date: 7/20/06

Signed: J. J. Smith

Phone #: 986-7531

Address: PO Box 2424

Email: bmncal@isc.net

Beaufort, SC 29901

designit@hargray.com

20074

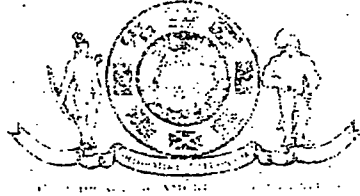
Town of Port Royal, South Carolina

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Fire Chief

Jeffrey S. Coppinger
Daniel G. Lemieux
Operations
Linda Bridges
Planning

SITE DEVELOPMENT PERMIT

Permit Number 2006-8

Zone MU-2

Date Issued 10-24-06

Development Name Wrights Pt Phase II Type of Development Single Family

Development Address/Location Wrights Pt. Dr. Acreage ~ 5.0

DMP 112-34-156 112-32-214 Contractor JH Hiers
112-34-3

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DEVELOPMENT HAS MET AND IS IN ACCORDANCE WITH THE TOWN OF PORT
ROYAL ZONING AND DEVELOPMENT STANDARDS ORDINANCE

By: Daniel Lemieux
TOWN OF PORT ROYAL

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THIS IS NOT A BUILDING PERMIT

Engineering Firm
WERE THE APPLICANTS

Town of Port Royal
Site Development Documents Required for Site Development Permit

Project Name Wright's Point - Phase 2

Owner Anthony R. Porter contact: Richard Patchiff	Engineer: <u>Stuart Whiteside</u> PE #9437 Contact - Matt Randall
Address PO Box 2393	Firm: <u>Seamon, Whiteside + Assoc.</u>
City State & Zip Beaufort, SC 29901	Address 501 Wando Park Blvd #200
Phone #'s (843) 838-6090	City State & Zip Mt. Pleasant, SC 29464
Email designit@hargray.com	Phone #'s (843) 884-1607
	Email mrandall@swasc.com

These items must be part of your submittal unless authorized by staff as Not Applicable (N/A)

- ☒ USACE Certification of the wetland delineation
US Army Corps of Engineers 843 329 8044 - Charleston Office
- ~~N/A~~ USACE permit for wetland impact (if required)
- ~~pending~~ ☒ OCRM Stormwater Management and Land Disturbance Permit
843 846 9400 - Beaufort Office
- ~~pending~~ ☒ SCDHEC EQC Water and sewer construction permits
843 846 1030 Penny Cornett - Beaufort Office
- ~~N/A~~ ☒ SCDOT Encroachment Permit for access, drainage, and utility construction
843 524 7255 Ron Oddo or Wendell Mulligan - Beaufort Office
- ~~pending~~ ☒ Dry Utilities Letters of Commitment
 - ☒ Sprint 843 525 7917 - Cindy Ackerman
 - ☒ SCE&G 843 525 7712 - John Ferreri
 - ☒ Charter Communications 843 986-2358 Ext. 234 - Paula
- ~~N/A~~ ☒ Archaeological / Cultural Site Determination
- ☒ Engineered Plans to include a Landscape Plan, Tree Survey, and Tree Removal Application (if applicable) - 3 Copies
- ~~pending~~ ☒ Capital Contribution Fees Determined by and paid to
Beaufort Jasper Water and Sewer Authority 843 987 9250 - Charles Sexton

Submit package to Linda Bridges
700 Paris Ave.
P O Drawer 9
Port Royal, SC 29935
843 986-2207



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

CERTIFIED MAIL

August 31, 2006

Mr. Richard Ratcliff
Post Office Box 2393
Beaufort, SC 29901

Re: Wrights Point, Phase 2
Beaufort County
Stormwater - 07-06-06-09

Dear Mr. Ratcliff:

The staff of the Office of Ocean and Coastal Resource Management (OCRM) certifies that the plans submitted for the above referenced project, dated August 31, 2006, meet the minimum requirements of the S.C. Stormwater Management and Sediment Reduction Act. This project is also found to be consistent with the S. C. Coastal Zone Management Program.

- (a) Included with the engineer's copy of this permit is an initiation of construction notice to be completed and returned to the appropriate OCRM staff person. Once this initiation of construction notice is received by OCRM, a construction placard will be issued. This placard must be placed in a conspicuous place at the construction site. No work can commence until the placard is posted.
- (b) The responsible day-to-day contact must have an OCRM stamped set of plans on site at all times.
- (c) Prior to final project approval, a registered professional responsible for construction will submit a statement certifying that construction is complete and in accordance with approved plans and specifications. The permit number must be referenced on this request. OCRM staff will then conduct a final site inspection for design compliance.
- (d) The person responsible for maintenance shall perform or cause to be performed preventive maintenance of all completed storm water management practices to ensure proper functioning. OCRM will conduct periodic maintenance inspections.
- (e) Approved plans remain valid for five (5) years from the date of an approval. Extensions or renewals of the plan approvals may be granted by the OCRM upon written request by the person responsible for the land disturbing activity.
- (f) This approval is only applicable for the plans that were submitted and approved for this project. Any additional construction or grading beyond the scope of these plans is not authorized.

0741





6 SNAKE ROAD, OKATIE, SC 29909-3937
843.987.9292 FAX 843.987.9293
Customer Service 843.987.9200
Operations & Maintenance 843.987.9220
Engineering 843.987.9250
www.bjwsa.org

DEAN MOSS, General Manager

June 21, 2005

Mr. Richard Ratcliff
Structural Images Inc.
PO Box 2393

Beaufort, SC 29901-2393

Subject: Water & Sewer Availability – Wrights Point Plantation

Dear Richard:

After reviewing the Conceptual Master Plan for the proposed Wrights Point Plantation, we have determined that water and sewer service is available to the subject project.

Your next step will be to submit plans, specifications, and loading calculations to BJWSA for approval. Once the design package is approved, capacity fees will be quoted. Please note that all fees must be paid in full before a capacity commitment is issued by this office and the construction permit application is submitted to SC DHEC. Construction cannot begin until the SC DHEC construction permit has been issued.

Should you have any questions, please do not hesitate to contact me at 843-987-9247.

Sincerely,

Charles T. Sexton, Jr., PE
Senior Design Manager

CS: sg

Copy: file

MARK C. SNYDER
CHAIRMAN

JIM CARLEN
JOHN R. PHILIPS

MICHAEL L. BELL
VICE CHAIRMAN

BRANDY GRAY
JOHN D. ROGERS

DAVID M. TAUB
SECRETARY/TREASURER

JAMES P. "PAT" O'NEAL
CHARLIE H. WHITE

0742



P. O. Drawer 1659
Beaufort, SC 29901-1659
Voice 843 525 7917
Fax 843 525 1569

June 17, 2005

Mr. Richard Ratcliff
Structural Images Inc.
P. O. Box 2393
Beaufort, SC 29901

**RE: Service Commitment Request
Next Phase – Wrights Point Plantation
Incl. approx. 25 acres of residential development (proposed 125 home-sites) and
Approx. 8 acres of commercial development (proposed 25 commercial buildings)
Beaufort County, South Carolina**

Dear Richard,

Sprint Telephone will provide telephone facilities to the proposed development in
accordance with our standard practices and tariff on file with the South Carolina Public
Service Commission.

A two (2) inch PVC conduit, from the area designated for telephone equipment to a point one foot beyond
the paving for the proposed buildings, will be required to provide telephone service in the proposed
buildings.

Sprint Telephone will require two (2) copies of your final plans, as approved by the
Beaufort County Development Review Committee, before telephone service can be
provided. Please provide this office with your final plans as soon as possible. This is
very crucial for our 911 System. It is also requested that this office be notified thirty (30)
days prior to start of construction.

Sincerely,
SPRINT

R. David Stiles

R. David Stiles
Ntwk. Engineer II

RDS:cm

0743



June 20, 2005

Richard Ratcliff
Structural Images Inc.
O.O. Box 2393
Beaufort, SC 29901

Re: Wrights point Plantation Phase Expansion

Mr. Ratcliff:

I am pleased to inform you that South Carolina Electric & Gas Company (SCE&G) will be able to provide electric (and/or gas) service to the above referenced development. Electric (and/or gas) service can be provided in accordance with SCE&G's General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures. In order to begin the design process for the project, the following information will need to be provided:

- 1.) Approved premise address with street names for the development.
- 2.) Approved detailed engineered site plan (hard copy and electronic AutoCAD format) showing the entire layout with property corners, street names, wetlands boundaries, tree survey with barricade plan, project phasing, drainage plan, sanitary sewer plan, water system plan, buffer zones, and any existing or additional easements.
- 3.) Copy of Army Corps of Engineers approved wetlands delineation letter including referenced site map or letter from Army Corps of Engineers stating no wetlands exist on site.
- 4.) Completed new project information form and developer responsibility checklist (if enclosed).
- 5.) Anticipated timeline for each phase of the development.
- 6.) Signed copy of this letter acknowledging its receipt and responsibility for its contents and the contents of its enclosures.

For more information or questions, contact me by phone at 843-525-7712 or by email at jferreri@scana.com.

Sincerely,

John Ferreri
SCE&G
Enclosures

AUTHORIZED SIGNATURE: _____ DATE: _____
TITLE: _____ PHONE: _____



June 17, 2005

Richard Ratcliff
Structural Images Inc.
PO Box 2393
Beaufort, SC 29901

RE: Wrights Point Plantation

Dear Mr. Ratcliff,

This letter is to inform you that I received your facsimile requesting a letter of commitment for Wrights Point Plantation. Charter Communications will be able to provide services to the new homes and commercial sites.

If you have any question please call 843-321-0759.

Sincerely,

Paula Bragg
Construction Coordinator

0745



June 28, 2005

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY PLANNING DEPARTMENT

Multi Government Center • 100 Ribaut Road, Room 260

Post Office Drawer 1228, Beaufort, SC 29901-1228

Phone: (843) 470-2724 • FAX: (843) 470-2731

Mr. Richard Ratcliff
Structural Images Inc.
P.O. Box 2393
Beaufort, SC 29901

RE: Archaeological Permit of Approval
Wrights Point Plantation- 8 Acre Site and 25 Acre Site

Dear Mr. Ratcliff:

I am writing in response to your request for an archaeology review, as required in Section 6.5.1(I) of the Beaufort County Development Standards Ordinance, for the Wrights Point Plantation project.

An extensive examination of existing documentation has been conducted. The documents examined include the *Cartographic Survey of Historic Sites in Beaufort County, South Carolina*; *A Comprehensive Bibliography of South Carolina Archaeology*; copies on file with Beaufort County of the topographic maps located at the South Carolina Institute of Archaeology and Anthropology the identify all the recorded archaeological sites in Beaufort County; copies of the records of all the archaeological properties listed in the National Register of Historic Places in Beaufort County; and all other documentation maintained by the Beaufort County Planning Department regarding archaeological and historic resources. In addition, we have consulted with South Carolina State Historic Preservation Office Compliance Archaeologists.

It is the opinion of the Planning Office that any proposed development will have no effect on any archaeological resources listed in, or eligible for listing in, the National Register of Historic Places. Therefore I am authorized by the Planning Director to issue you a Permit of Approval certifying that no archaeological resources will be affected by this project. I remind you that this letter does not relieve you of your responsibilities, if applicable, under Section 106 of the National Historic Preservation Act, as amended, or the South Carolina Coastal Zone Management Act.

We request, however, that you cease work to notify this office immediately if archaeological or paleontological materials are encountered prior to or during construction. Archaeological remains consist of any materials one hundred years or older made, or altered, by man which remain from past historic or prehistoric times. Examples include pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures, or non-recent vessel remains. Paleontological remains consist of prehistoric animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeleton.

If I can be of further assistance please call me at 843/470-2727.

Sincerely,

Ian D. Hill
Historic Preservationist

cc: Hillary Austin

0746

"Professionally we serve; Personally we care!"



145

THE DEVELOPMENT PLAN SHOWS THE NEIGHBORHOODS EXISTING IN THE
THE REQUIREMENTS OF THE TOWN OF PORT IN THE
DEVELOPMENT OF THE LANDS ACCORDING TO THE PROVISIONS IN
ARTICLE 111, SECTION 11-5041 (S)
CERTIFIED BY 1. [Signature]
DATE 7-31-06
BLACK HILLS COUNTY SOIL PLANNING BOARD

EXHIBIT

DATE: 5/10/06 SCALE: 1"=50'
REVISED: 8/22/06, FIXED EASEMENTS
REVISED: 7/27/08, REMOVED LOT 12

1. David E. Simpson, a Registered Professional Land Surveyor in the State of South Carolina, certifies to effect[?] shown herein that to the best of his knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the minimum standards issued for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a CLASS A survey as specified therein; and there are no encroachments or deficiencies other than shown. This survey is not valid unless there the original signature

THIS PLAY IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE
OF THE ENTRY OR PERSON(S) LISTED HERE ON.



4
10 PB
Tedder
34974
34975

BEAUFORT COUNTY SC - ROD
BK 02530 PGS 1966-1966
FILE NUM 2007017145
03/02/2007 12:12:00 PM
REC'D BY P BAXLEY RCPTS 474549
RECORDING FEES 10.00
County Tax 836.00
State Tax 1,976.00

This deed was prepared in the Law Office of David L. Tedder, P.A.,
P. O. Box 1282, Beaufort, South Carolina 29901

Portion of R112 034 000 0003 0000
Portion of R112 034 000 0156 0000
Portion of R112 032 000 0214 0000

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

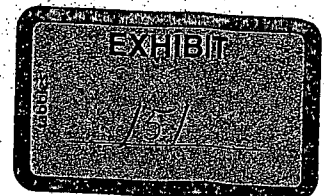
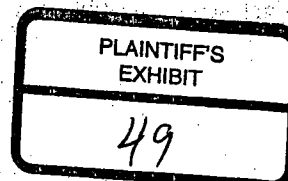
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT **B. McNEAL PARTNERSHIP, L.P.**,
in the State aforesaid, for and in consideration of the sum of **SEVEN HUNDRED
SIXTY THOUSAND AND NO/100 (\$760,000.00) DOLLARS**, to it in hand paid at
and before the sealing of these presents by **RICHARD RATCLIFF HOMES, INC.**
(hereinafter "Grantee"), whose address is **P. O. Box 683, Port Royal, South
Carolina 29935**, 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, its Successors and Assigns forever, the following
described property, to-wit:

SEE ATTACHED FOR LEGAL DESCRIPTION.

0748

Book2530/Page1966



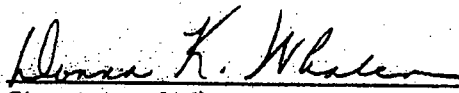
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, Its Successors and Assigns, forever, and it does hereby bind itself and Its Successors and Assigns, to warrant and forever defend all and singular the said Premises unto the said Grantee, as hereinabove provided against itself and Its Successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

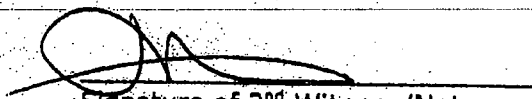
IN WITNESS WHEREOF, J. Bennett McNeal, as Manager of BMP Management, LLC, General Partner of B. McNeal Partnership, L.P., has hereunto set his Hand and Seal, this 27th day of February, 2007.

WITNESSES:

B. McNEAL PARTNERSHIP, L.P.
By: BMP Management, LLC, General Partner


Signature of 1st Witness

By: 
J. Bennett McNeal, Manager

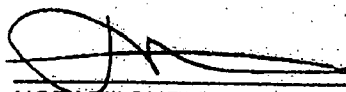

Signature of 2nd Witness/Notary

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary, do hereby certify that J. Bennett McNeal, as Manager of BMP Management, LLC, General Partner of B. McNeal Partnership, L.P., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this 27th day of February, 2007.


NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)
My Commission Expires: 2-13-2016

LEGAL DESCRIPTION

ALL those certain pieces, parcels or tracts of land, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, being a portion of Phase II of Wright's Point Subdivision, and being more particularly shown and described as Parcel "D-1" containing 2.10 acres, more or less, Parcel "D-2" containing 1.23 acres, more or less, and Parcel "D-3" containing 0.42 acres, more or less, on a plat prepared by David E. Gasque, R.L.S., dated May 10, 2006, last revised on February 20, 2007, and recorded in Plat Book 118 at Page 135 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat of record.

TOGETHER WITH an easement for ingress to and egress from the aforementioned properties, and the maintenance, repair and/or installation or repair of underground utilities servicing the aforementioned properties, under and through the alley located along the Northern and Western boundaries of Parcel "D-1" as shown on the aforementioned plat.

ALSO, TOGETHER WITH an easement for ingress to and egress from the aforementioned properties over and through the "Access Easement" to S.C. Highway 802 as shown on the aforementioned plat, reserving the right (subject to any required Developer approvals) to relocate said access easement in the future to accommodate natural barriers, future development requirements, and regulatory approvals.

This is a portion of the same property conveyed to B. McNeal Partnership, L.P. by deed of J. Bennett McNeal dba McNeal Land Company recorded in Book 1609 at Page 2259 in the Office of the Register of Deeds for Beaufort County, South Carolina; and by deed of Jimmy W. Porter recorded in Book 1609 at Page 2255, as corrected and re-recorded in Book 1734 at Page 1672, in the Office of the Register of Deeds for Beaufort County, South Carolina.

This property is conveyed subject to all applicable restrictions, easements and rights-of-way of record.

BK. 118/135



0752

EXHIBIT

BEAUFORT COUNTY GO.-ROAD
BE COVERED PG 908
FILE NAME: 0000000000
0000000000 00000000 PG
REC'D BY P. SACKLEY 00000000
RECORDED PG 10.00

NOTE: THIS IS A PORTION OF
WRIGHT'S POINT PHASE 2, NOT THE
ENTIRETY OF PHASE 2.

PLAT SHOWING PARCELS "D-1",
"D-2", "D-3" & "RIGHT-OF-WAY"
WRIGHT'S POINT SUBDIVISION, PHASE II
PREPARED FOR RICHARD RATCLIFF
PORT ROYAL ISLAND
BEAUFORT COUNTY-----SOUTH CAROLINA

DATE: 2/27/07 SCALE: 1"=50'

EXEMPT
THE DEVELOPMENT PLAN (FORM H-20) IS EXEMPT FROM
THE REQUIREMENTS OF THE TOWN OF PORT ROYAL
RECORDING ACT (S.C. CODE ANN. § 5-1-10) AS
THE DEVELOPMENT IS FOR A SINGLE-UNIT RESIDENTIAL
SUBDIVISION.

2006 SHELBY-COUNTY 7.2.02 10/10/06 DRAWN BY: 000000

PLAINTIFF'S
EXHIBIT

50

WRIGHT'S POINT PHASE 1

BATTERY CREEK ASSOCIATES

BELLEVUE
SUBDIVISION

WRIGHT'S POINT
SUBDIVISION

PARCEL "D-1"
91,510 sq. ft.
2.10 acres

PARCEL "D-2"
63,800 sq. ft.
1.23 acres

PARCEL "D"

PARCEL "B"

RIGHT-OF-WAY
29,458 sq. ft.
1.38 acres

PARCEL "D-3"
18,143 sq. ft.
0.42 acres

NOTE: THIS PLAT IS BEING FILED BY THE CURRENT OWNER TO
SUPERSEDE THOSE PLATS FILED IN PLAT BOOK 113 AT PAGE 180,
PLAT BOOK 116 AT PAGE 62, AND PLAT BOOK 118 AT PAGE 46,
ALL OF WHICH WERE FILED IN ERROR BY A PROSPECTIVE
PURCHASER PRIOR TO A CHANGE IN OWNERSHIP. THIS PLAT
ELIMINATES THE SUBDIVISION OF THE PROPERTY INTO LOTS AS
SHOWN IN THE PLATS REFERENCED ABOVE.

STATEMENT: ORIGINAL RIGHT OF
WAY ABANDONED AND RELOCATED
THROUGH PROPERTY BY DEVELOPER.

NOTE: THIS PLAT SUPPLEMENTS AND
AMENDS THE MASTER PLAN FOR
WRIGHT'S POINT AS SHOWN ON PLAT
BOOK 84 PAGE 150. AS THE SAME
HAS BEEN AMENDED FROM TIME TO
TIME IN THE PUBLIC RECORDS OF
BEAUFORT COUNTY.

I, David E. Gasque, a Registered Professional Land Surveyor in the
State of South Carolina, hereby certify that I have examined the
original survey records and the plat hereon, and find that the same
correctly show the location and extent of the property described
therein, and that the same conform to the requirements of the
South Carolina Code of Laws relating to the recording of land
survey records.

2/27/07
David E. Gasque, S.L.S.
S.C. Registration Number 19000



LOCATION MAP (N.T.S.)

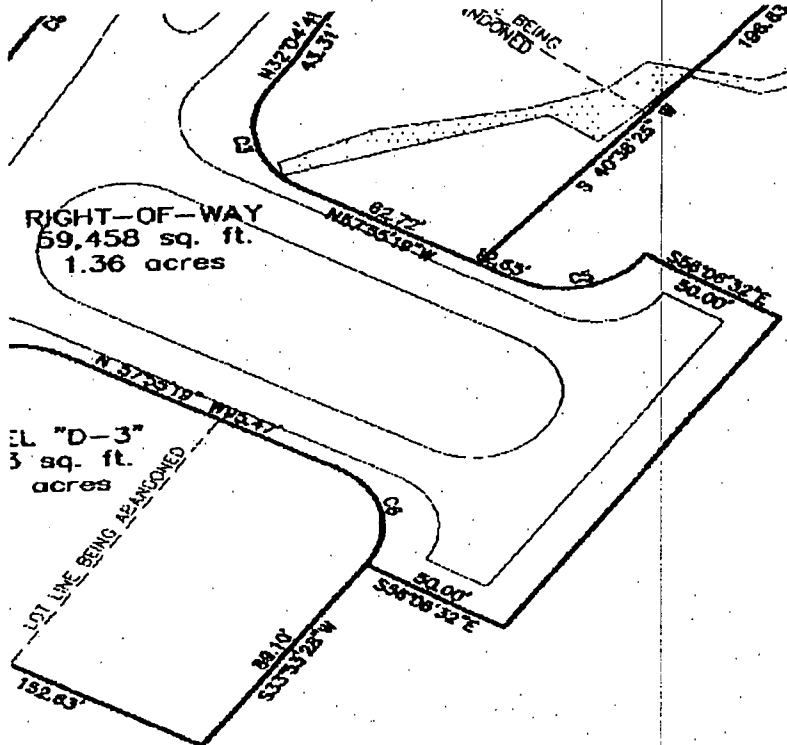
- NOTES:
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC
AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
THIS PLAT DOES NOT CERTIFY
THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS
OF ENGINEERS JURISDICTIONAL WETLANDS.
 - 2.) METHOD OF AREA CALCULATION BASED
ON COORDINATE METHOD.
 - 3.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE
INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED
REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
 - 4.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL
INSTITUTIONS OR SUBSEQUENT OWNERS.
THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED
TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY
OVERLAY DISTRICTS, SUCH AS AIRPORT, MILITARY, NOISE,
CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
 - 5.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE
IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY
BEAUFORT COUNTY BUILDING CODES
PHONE NUMBER (843)-770-0894
 - 6.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONES "C" & "A-B"
(01-15-00) AS DETERMINED BY FEMA FROM COASTAL-PANEL
NUMBER 45002S 0085 D, DATED 09/29/84.
(MOORE DATED 11/04/82)
 - 7.) ALL OWNERS ARE 1/2" ROD SET
UNLESS OTHERWISE SPECIFIED.
 - 8.) REFERENCED RIGHT OF WAY ADJUSTED BY DEVELOPER IN
ACCORDANCE WITH RESTRICTIVE COVENANCE DEED BOOK 1152
PAGE 2278

REFERENCES:

- 1.) S 112-234-0134
S 112-234-0135
S 112-234-0136
- 2.) PLAT BY DAVID E. GASQUE
DATED: 12/17/97
PLAT BOOK 84 PAGE 98
BEAUFORT COUNTY R.L.C. OFFICE.
- 3.) PLAT BY DAVID E. GASQUE
DATED: 7/22/02
PLAT BOOK 88 PAGE 110
BEAUFORT COUNTY R.L.C. OFFICE.

GASQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
26 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(843) 522-1700

THIS PLAT IS CONSIDERED A MAP AS ONLY MEASURED FOR THE LINE
OF THE EASEMENT OR PROPERTY SHOWN HEREON.



NOTE: THIS PLAT IS BEING FILED BY THE CURRENT OWNER TO SUPERSEDE THOSE PLATS FILED IN PLAT BOOK 113 AT PAGE 180, PLAT BOOK 116 AT PAGE 82, AND PLAT BOOK 118 AT PAGE 46, ALL OF WHICH WERE FILED IN ERROR BY A PROSPECTIVE PURCHASER PRIOR TO A CHANGE IN OWNERSHIP. THIS PLAT ELIMINATES THE SUBDIVISION OF THE PROPERTY INTO LOTS AS SHOWN IN THE PLATS REFERENCED ABOVE.

STATEMENT: ORIGINAL RIGHT OF WAY ABANDONED AND RELOCATED THROUGH PROPERTY BY DEVELOPER.

NOTE: THIS PLAT SUPPLEMENTS AND AMENDS THE MASTER PLAN FOR WRIGHTS POINT AS SHOWN ON PLAT BOOK 64 PAGE 150, AS THE SAME HAS BEEN AMENDED FROM TIME TO TIME IN THE PUBLIC RECORDS OF BEAUFORT COUNTY.

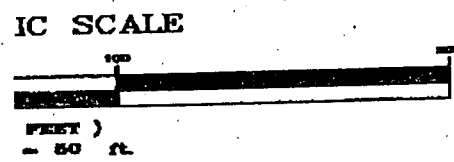
I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify to client(s) shown hereon that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a CLASS A survey as specified therein, also there are no encroachments or projections other than shown. This survey is not valid unless it bears the original signature and has an embossed seal.

[Signature] 2-27-07
David E. Gasque, R.L.S.
S.C. Registration Number 10506

THE DEVELOPMENT PLAT
THE REQUIREMENTS
SUBDIVISION REGULATION
ARTICLE III
CERTIFIED BY *[Signature]*
DATE *3-1*
JOHN HARRIS

0753

W



SALE 11-357E
218.94

BEAUFORT COUNTY SC - ROD
BK 00118 PG 0135
FILE NUM 2007017144
03/02/2007 12:12:00 PM
REC'D BY P BAXLEY RCPTS 474549
RECORDING FEES 10.00

NOTE: THIS IS A PORTION OF
WRIGHTS POINT PHASE 2. NOT THE
ENTIRETY OF PHASE 2.

PLAT SHOWING PARCELS "D-1",
"D-2", "D-3" & "RIGHT-OF-WAY"
WRIGHTS POINT SUBDIVISION, PHASE II
PREPARED FOR RICHARD RATCLIFF
PORT ROYAL ISLAND
BEAUFORT COUNTY-----SOUTH CAROLINA

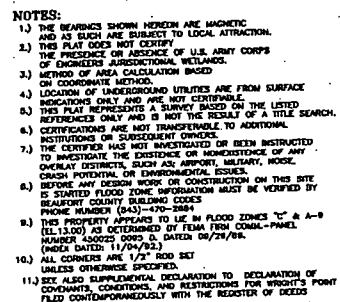
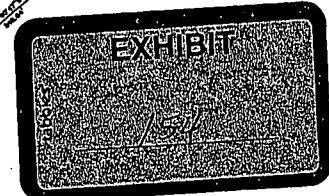
DATE: 2/27/07

SCALE: 1"=50'

THIS PLAT IS EXEMPT FROM
RECORDING IN BEAUFORT COUNTY
TO THE PROVISIONS IN

7-5-4111

0754

[illegible]

DATE: 2/28/07 SCALE: 1"=50'

GRAPHIC SCALE



(IN POINT)
Length = 60 ft.

[illegible]

51

BEAUFORT COUNTY SC - ROD
BK 00118 PG 0167
FILE NUM 2007018348
03/07/2007 11:48:58 AM
REC'D BY S SMITH RCPT# 475342
RECORDING FEES 10.00

Registered Professional Land Surveyor in the
certify to client(s) shown hereon that to
information and belief, the survey
in accordance with the requirements
a manual for the practice of land
and meets or exceeds the req-
survey as specified therein, also
nts or projections other than shown.
It bears the original signature
of

2-28-07
David E. Gosque, R.L.S.
S.C. Registration Number 10506

SUBDI
FORMERLY PA
"D-3" & "RIGH
WRIGHTS P
A PORTIO
PREPARED FO
AND RICHARD F
PORT
BEAUFORT COUNT

DATE: 2/28

0756

AGREEMENT TO BUY AND SELL REAL ESTATE
LOTS/ACREAGE

1. PARTIES: This legally binding Agreement into on June 6, 2005 between Structural Images, Inc., (hereinafter called "BUYER"), and B. McNeal Partnership, (hereinafter called "SELLER"). The property shall be deeded in the name of Structural Images Inc.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property thereon: Portion of Wrights Point Plantation as depicted in attached Exhibit A. Property will be sold in parcels suitable for 20 buildable lots. Renderings are attached hereto as Exhibit B and show the general area of each parcel. Parcels lines will be shifted as required by zoning, surveys and engineering requirements. Any major deviation from parcels depicted in exhibit B must be approved by seller.

Address

Tax Map #

South Carolina.

Port Royal, County of Beaufort, State of

3. PURCHASE PRICE shall be \$ 3,700,000.00 dollars. The purchase price is subject to price increases set forth in the remaining portion of this paragraph. Property will be sold in parcels suitable for twenty (20) buildable lots (as stated in section two (2) above). Each parcel will be priced at \$740,000.00 if sold prior to June 16, 2006. Parcels sold after June 16, 2006 will be sold at \$740,000 plus an additional 3% compounded annually starting on June 15, 2006.

4. METHOD OF PAYMENT: Purchase price shall be paid as follows: ☐ Cash; or ☒ Subject to Financing. Financing to be obtained by ☒ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms:

5. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$300,000.00. Earnest money is non-refundable and will be paid as follows. \$75,000.00 due 6-9, 2005. Additional \$75,000.00 due 6-14, 2005. Final \$150,000 due June 15, 2005. Earnest money paid by ☐ Cash, ☒ Check. Earnest money shall be credited to Buyer at closing of first parcel. Additional \$440,000.00 due at closing of the first parcel on or before June 15, 2006.

6. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan.

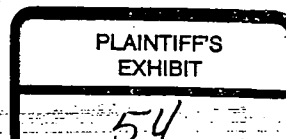
7. Seller represents that the property can be connected to ☒ public sewer system or to ☐ septic tank or to ☒ public water or to ☐ well system or to ☐ other. It is buyers responsibility to pay for all cost to install sewer and water on all lots they are purchasing from seller. Seller authorizes and grants access to buyer to install water and sewer, and other utilities, on any and all parcels addressed under this contract. Buyer is required to provide water and sewer to all lots within any single parcel prior to selling finished home within that specific parcel.

8. SURVEY: Upon the acceptance of this offer, the property shall be surveyed by a licensed surveyor at the expense of the ☒ BUYER ☐ SELLER. The surveyor shall set and flag all property pins, showing encroachments and easements. Property must be sufficient to develop a minimum of 100 buildable lots. The purchase price is based upon \$37,000.00 per lot for 100 lots and shall be adjusted accordingly if more or less than 100 lots are available. If less than 100 lots are available Structural Images Inc. may rescind contract or continue with contract. If Structural images elects to rescind the contract for this reason they are no longer obligated to finish road from 802 through the commercial area. If Structural Images Inc. continues contract they accept the fact that they are paying the same purchase price (\$3,700,000.00 plus 3% on parcels sold after June 15, 2006.) agreed upon and continuing the same terms even though there are less lots available. If there are more than 100 lots the available lots in future parcels will be valued at \$37,000.00 { plus 3% compounded annually starting on June 15, 2006 if applicable} for the next 5 lots available and \$27,000 per lot { plus 3 % compounded annually since June 15, 2006 if applicable} for all further available lots.

Structural Images Inc must make decision to rescind contract or continue contract prior to purchasing the second parcel.



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9. CONVEYANCE SHALL BE MADE: Conveyance shall be made on the first parcel and all future parcels subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees.

The deed for the First parcel shall be delivered at the stipulated place of closing, and transaction closed on or before June 16, 2006, no later than 9:00 p.m. Time is of the essence. The deed for the Second parcel shall be delivered at the stipulated place of closing, and transaction closed on or before January 1, 2008. Time is of the essence. The deed for the Third parcel shall be delivered at the stipulated place of closing, and transaction closed on or before January 1, 2009. Time is of the essence. The deed for the Fourth parcel shall be delivered at the stipulated place of closing, and transaction closed on or before January 1, 2010. Time is of the essence. The deed for the Fifth parcel shall be delivered at the stipulated place of closing, and transaction closed on or before January 1, 2011. Time is of the essence.

All final property will be sold in final parcel on or before January 1, 2012. Time is of the essence. IF BUYER IS UNABLE TO MEET ANY OF THE CLOSING DATES ON THE ABOVE MENTIONED PARCELS, THEN SELLER HAS THE RIGHT TO DEEM ALL FUTURE OBLIGATIONS UNDER THIS CONTRACT AS TERMINATED. Seller and buyer have right to extend closing on any parcel for thirty (30) days by notifying the other Party in writing prior to the closing date or on the closing date.

10. POSSESSION: Possession of each parcel will be given to Buyer on the day of closing for that particular parcel. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed in writing prior to closing or occupancy.

11. CONDITION OF PROPERTY: The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Agreement. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to the Buyer. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then the Buyer may elect to rescind the agreement. Seller represents to the best of his knowledge the above-said property is free and clear of hazard waste or material.

Prior to the purchase of each parcel, Buyer shall have the right to inspect the property, in person or otherwise and to advise Seller in writing of any environmental concerns, including wetlands, contamination by hazardous waste or chemicals, asbestos or storage tanks. Seller has the right to either correct the concern or problem, or to elect not to correct the problem. If the seller elects not to correct the problem, then Buyer's obligations under this Agreement may terminate, if Buyer so elects, or Buyer may elect to proceed with the Agreement.

12. EXPIRATION OF OFFER: The offer from Buyer shall be withdrawn at on _____, 2005 unless countered or accepted by Seller in written form prior to such time. Time is of the essence.

13. SPECIAL STIPULATIONS/CONTINGENCIES: The following stipulations concerning zoning, restrictions, and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lot releases, etc., should be included here.

These stipulations shall preempt printed matter herein:

A) IF BUYER IS UNABLE TO FULFILL PURCHASE OBLIGATIONS AND MEET ALL SPECIFIED CLOSING DATES, THEN SELLER HAS THE RIGHT TO TERMINATE ALL FUTURE OBLIGATIONS TO BUYER UNDER THIS CONTRACT.

B) BUYER AGREES TO PAY ALL DESIGN AND ENGINEERING FEES TO BUILD MAIN ROAD FROM HIGHWAY 802 UP TO THE RESIDENTIAL SECTION WHICH STRUCTURAL IMAGES, INC. IS BUYING.

C) B. MCNEAL PARTNERSHIP AGREES TO PAY ALL FUTURE DESIGN AND ENGINEERING FEES TO DEVELOP THE COMMERCIAL AREA.

D) STRUCTURAL IMAGES INC. IS RESPONSIBLE FOR BRINGING SEWER TO ALL RESIDENTIAL PARCELS IT PURCHASES, AS WELL AS TO THE LOT IN COMMERCIAL AREA WHERE THEIR OFFICE AND WRIGHTS POINT REALTY OFFICE WILL BE BUILT.

E) STRUCTURAL IMAGES, INC AGREES THAT IT WILL BE RESPONSIBLE FOR RUNNING SEWER BEHIND THE COMMERCIAL BUILDINGS ON THE WESTERN SIDE OF MAIN ROAD WHEN NEEDED.

F) B. MCNEAL PARTNERSHIP WILL BE RESPONSIBLE FOR PAYING ALL FEES ASSOCIATED WITH TAPPING INTO SEWER, WATER, AND OTHER UTILITIES FOR COMMERCIAL LOTS CURRENTLY OWNED BY B. MCNEAL PARTNERSHIP.

G) STRUCTURAL IMAGES AGREES TO BUILD THE MAIN ROAD FROM 802 THOUGH THE COMMERCIAL AREA AND INSTALL ADEQUATE DRAINAGE WHICH WILL ALLOW B MCNEAL PARTNERSHIP TO TAP INTO FOR DRAINAGE OF COMMERCIAL LOTS IN THE FUTURE.

H) B MCNEAL PARTNERSHIP WILL BE RESPONSIBLE FOR ALL COST INVOLVED IN DESIGNING FUTURE DRAINAGE PLAN AND INSTALLING DRAINAGE TO TAP INTO PREVIOUSLY INSTALLED AND DESIGNED DRAINAGE.

I) ALL PARTIES AGREE THAT THERE WILL BE NO COMMERCIAL DEVELOPMENT OUTSIDE THE COMMERCIAL AREA OTHER THAN WHAT IS ALLOWED BY THE COVENANTS IN THE RESIDENTIAL AREAS.

J) STRUCTURAL IMAGES INC. AGREES THAT ALL HOMES BUILT IN WRIGHTS POINT PLANTATION WILL BE LISTED FOR SALE WITH WAYNE WEBB, DBA WRIGHTS POINT PLANTATION REALTY DBA MCNEAL REALTY, OR ANY OTHER ENTITY HE SO CREATES. NO RIGHTS UNDER THIS CONTRACT SHALL BE SOLD OR ASSIGNED TO ANY PERSON OTHER THAN WAYNE WEBB, OR CORPORATION, OR OTHER BUSINESS ASSOCIATION IN WHICH WAYNE WEBB OWNS A MAJORITY SHARE. THERE WILL BE A 5% LISTING FEE ON ALL PROPERTIES BUILT IN WRIGHTS POINT SOLD BY WAYNE WEBB. THERE WILL BE A 5% LISTING FEE AND A 1.5% SELLING FEE IF SOLD BY AGENT WORKING FOR WAYNE WEBB. THERE WILL BE A 5% LISTING FEE AND 3% SELLING FEE IF SOLD BY ANOTHER REAL ESTATE FIRM. WAYNE WEBB AGREES TO REDUCE COMMISSION BY \$1,000.00 ON EACH HOUSE LISTED WITH STRUCTURAL IMAGES THE FIRST TIME IT SELLS.

K) STRUCTURAL IMAGES, INC. WILL MAINTAIN A GENERAL LIABILITY POLICY WITH REGARD TO ALL THE PROPERTY DESCRIBED IN EXHIBIT A WITH A MINIMUM COVERAGE AMOUNT OF \$1,000,000.00.

L) BOTH PARTIES AGREE THAT THE PROPERTY WILL BE ENGINEERED IN THE MOST EFFICIENT MANNER TO PROVIDE RETENTION AND OPEN SPACE REQUIREMENTS TO BOTH THE RESIDENTIAL SECTION WHICH STRUCTURAL IMAGES INC. IS PURCHASING AND THE COMMERCIAL AREA OWNED BY B MCNEAL PARTNERSHIP. IN THE EVENT WHERE PROVIDING RETENTION AND/OR OPEN SPACE REQUIREMENTS FOR THE COMMERCIAL PROPERTY CAUSES THE TOTAL NUMBER OF BUILDABLE RESIDENTIAL LOTS TO DROP BELOW 100 THE PURCHASE PRICE OF PROPERTY WILL BE ADJUSTED TO REFLECT THE TOTAL NUMBER OF BUILDABLE RESIDENTIAL LOTS x \$37,000.00. SUBJECT TO PRICE INCREASES SET FORTH IN SECTION 3 OF THIS CONTRACT.

M) SECTION 11 above is incorporated hereto.

14. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. Unless it is a reassessment year, then the Seller and Buyer agree to adjust the taxes based on the actual tax bill of that year. **BUYER IS TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

15. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

16. **ROLLBACK TAXES (IF ANY):** When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by ☐ Buyer or ☒ Seller.

17. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

18. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred, or terminate this Agreement in writing. If terminated, both parties shall execute a written release of the other from this contract.

20. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

21. **APPRAISED VALUE:** The lot or parcel with building and improvements thereon, if any, must appraise, according to the lender's appraisal or other appraisal as agreed, for the selling price or more or the Seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation.

22. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS:** All reports and certifications called for by the lending agencies and any governmental body, by the Buyer concerning any special study area, wetlands or for any environmental protection matter shall be at the expense of the buyer. The Buyer and Seller must have access to all studies within five (5) days of receipt of the studies. If the Buyer is not satisfied with the results, the Seller shall have the option of correcting the problem. If the Seller elects not to correct the problem, the Buyer may terminate this agreement and have no obligations under this Agreement, or the Buyer may elect to proceed under the contract.

23. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☒ Buyer's ☐ Seller's expense.

30. AUTHORITY: The Parties represent and warrant that they are duly authorized and vested with the full authority, right and title to execute this contract.

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

W.C. Anderson
WITNESS

Richard J. Ratcliff
BUYER: STRUCTURAL IMAGES, INC. [DATE]
BY: RICHARD J. RATCLIFF, PRESIDENT

[Signature]
WITNESS

W.C. Anderson
WITNESS

A. Bennett McNeal 06/09/05
SELLER: B MCNEAL PARTNERSHIP [DATE]
BY J. BENNETT MCNEAL

[Signature]
WITNESS

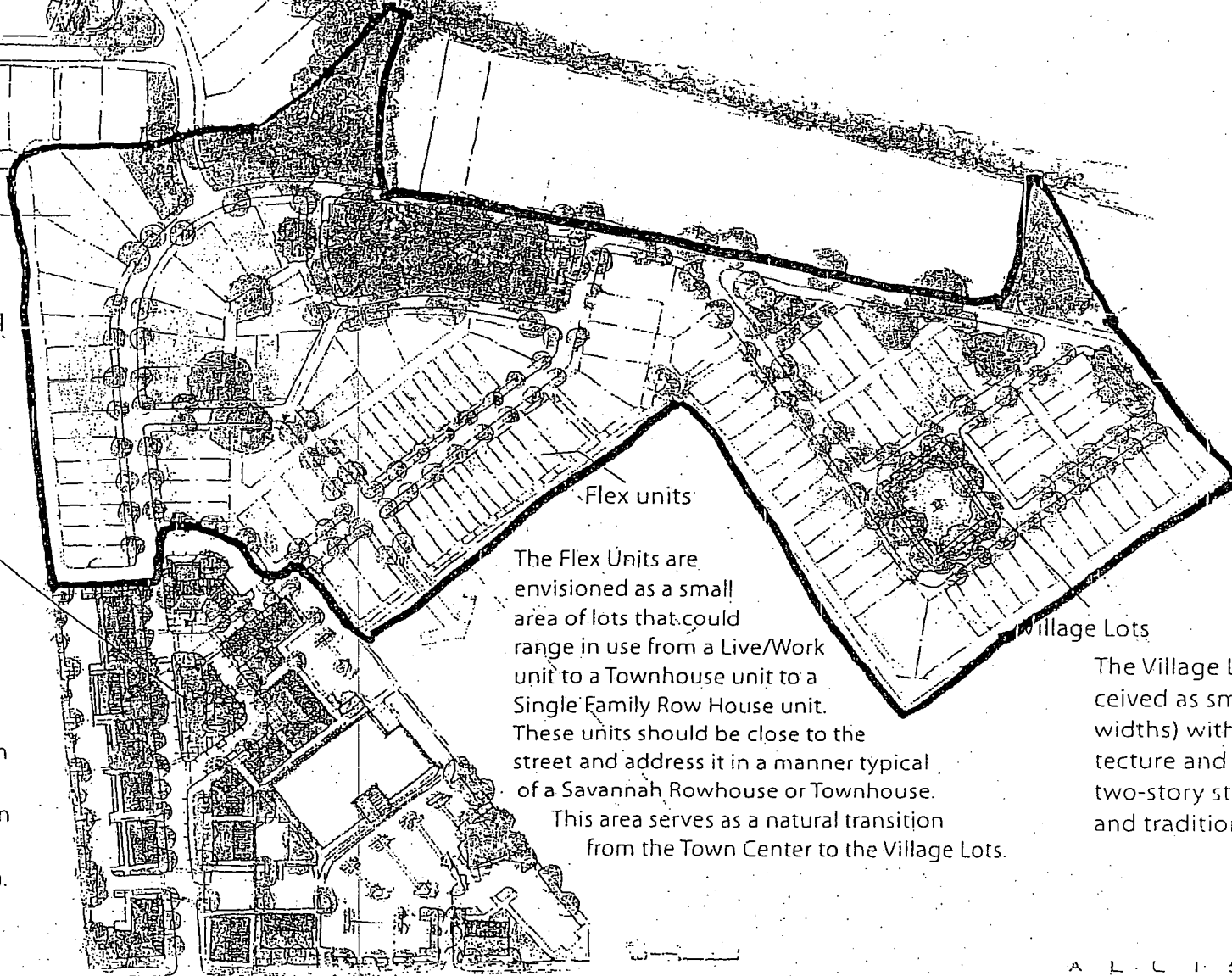
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Exhibit A

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Conceptual Master Plan

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Exhibit C

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Neighborhood General

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The Flex Units are envisioned as a small area of lots that could range in use from a Live/Work unit to a Townhouse unit to a Single Family Row House unit. These units should be close to the street and address it in a manner typical of a Savannah Rowhouse or Townhouse. This area serves as a natural transition from the Town Center to the Village Lots.

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Highway 802

Conceptual Master Plan

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Highway 802

Conceptual Master Plan

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PARCEL 3

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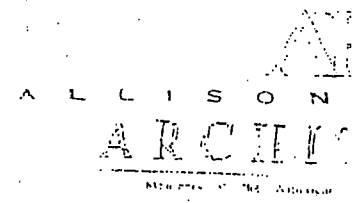
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Highway 802

Conceptual Master Plan



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Conceptual Master Plan

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Conceptual Master Plan

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Conceptual Master Plan

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Secretary of State Search



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Office of the South Carolina Secretary of State

Business Filings Division

Information for: **WRIGHT'S POINT HOME OWNERS ASSOCIATION**

[Check Charities Database](#)

Note*** This online database was last updated on 03/26/2007 see our Disclaimer

DOMESTIC / FOREIGN:

Domestic

STATUS:

Good Standing

STATE OF INCORPORATION /

SOUTH CAROLINA

ORGANIZATION:

Non-Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:

J BENNETT MCNEAL

ADDRESS:

CITY:

CHARLOTTE

STATE:

SC

ZIP:

29907

SECOND ADDRESS:

FILE DATE:

03/26/1999

EFFECTIVE DATE:

03/26/1999

DISSOLVED DATE:

CORPORATION HISTORY RECORDS

Code	File Date	Comment	Document
Agent	02/26/2007	CHANGED AGT/ADD FROM-ANTHONY R PORTER	FILM
ELEEMOSYNARY INCORPORATION (NON-PROFIT)	03/26/1999	NONPROFIT INCORPORATION	FILM

[Return to Previous Page](#)

0769

PLAINTIFF'S
EXHIBIT

60

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ADD DMP Record 3/17/2003 02:08:26 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R112 032 000 0237 0000 00

BEAUFORT COUNTY SC - ROD
BK 01725 PG 2225
FILE NUM 2003019076
03/10/2003 04:09:13 PM
REC'D BY B BING RCPT# 128028
RECORDING FEES 10.00
County Tax 66.00
State Tax 156.00

RECORDED
2003 Mar -17 04:00 PM
Sham D. Burre
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Anthony R. Porter** in the state aforesaid for and in consideration of the sum of **TEN DOLLARS and 00/100 (\$10.00)**, to me in hand paid at and before the sealing of these presents by **Lloyd E. Denny**, 301 Ribaut Road, Beaufort, SC 29902, in the state aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto **Lloyd E. Denny**, his heirs and assigns forever, the following described property, in fee simple, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

BEAUFORT COUNTY TAX MAP REFERENCE: 112-32-237

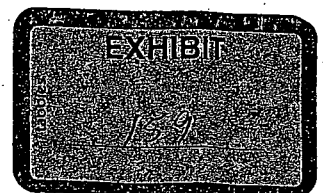
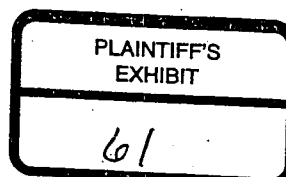
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said **Lloyd E. Denny**, his heirs and assigns, forever.

AND, the said **Anthony R. Porter** do hereby bind myself and my heirs and assigns, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said **Lloyd E. Denny**, his heirs and assigns, against me and my heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

P-12765-02

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WITNESS MY HAND(S) AND SEAL(S) this 21 day of ^{Feb}~~January~~, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Michelle Hughes
~~Signature~~

Anthony R. Porter
Anthony R. Porter

Joel A. Austin
Notary signature

STATE OF NC)
COUNTY OF Mitchell)

INDIVIDUAL ACKNOWLEDGMENT

PERSONALLY APPEARED before me, the undersigned witness, and made oath that s/he saw the within named Anthony R. Porter, sign, seal and as his act and deed deliver the within written Warranty Deed; and that s/he with the other witness subscribed above witnessed the execution thereof.

Michelle Hughes
~~Signature~~

WITNESS MY HAND AND OFFICIAL
SEAL this 21 day of ^{Feb}~~January~~, 2003.

Joel A. Austin
Notary Public

My Commission Expires 2-15-04

0771

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me Derek C. Gilbert who, being duly sworn, deposes and says that the following is a true and correct statement concerning the consideration for the conveyance set out below:

GRANTOR: Anthony R. Porter

GRANTEE: Lloyd E. Denny

GRANTEE MAILING ADDRESS: 301 Ribaut Road
Beaufort, SC 29902

DATE OF DEED: February 21, 2003

RECORDED IN RECORD BOOK ____ AT PAGE ____

CONSIDERATION: \$60,000.00

DMP: District 112/Map 32/ Parcel 237

D. C. Gilbert

SWORN to before me this 10
day of March, 2003

Kristen J. Rodgers
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: June 9, 2010

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

C/A # 04-CP-07-633

ROBERT L. CULLEN, ANDREW)
A. CORRIVEAU, JOHN)
CALDWELL, ANDREA HUCKS,)
JAMIE BELLAMY, MICHAEL)
PEARSON and DAVID)
MANDELL,)

Plaintiffs,)

vs.)

J. BENNETT McNEAL, B.)
McNEAL PARTNERSHIP, L.P.,)
ANTHONY R. PORTER, and)
WRIGHT'S POINT HOME)
OWNERS ASSOCIATION, INC.)

Defendants.)

**DEFENDANTS' SUPPLEMENTAL RESPONSE TO PLAINTIFFS'
INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: John E. North, Esquire, Attorney for the Plaintiffs:

In accordance with the Order of Master in Equity Curtis Coltrane dated January 26, 2007, the Defendants submit the following supplemental responses to the Plaintiffs' First Set of Interrogatories and Request for Production of Documents dated August 17, 2004. These responses are intended to supplement all prior discovery responses of the Defendants in this matter, and are not to be construed to be in lieu of or as a total replacement of such prior responses.

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina and being designated as Lot Twenty-Four (24), Phase I, Wright's Point Subdivision, on that certain plat prepared by Gasque and Associates, David E. Gasque, RLS, dated the 4th day of May, 1998 with the latest revision dated the 4th day of May, 1999, entitled "Plat Showing Wright's Point, Phase I, " a copy of which is recorded in the ROD Office for Beaufort County, South Carolina in Plat Book 69 at Page 122. For a more accurate description as to metes and bounds, courses and distances, reference is craved to the aforementioned plat of record.

This property is subject to the Declaration of Covenants, Restrictions and Easements for Wright's Point as recorded in the ROD Office for Beaufort County, South Carolina in Record Book 1049 at Page 2383 and re-recorded in Book 1152 at Page 2278 and are hereby made applicable to and imposed upon the aforementioned lot and shall be covenants running with the land.

This is the same real property acquired by the Grantor(s) herein by deed from J. Bennett McNeal dba McNeal Land Company recorded January 25, 2000, in Book 1254 at Page 1807 at the office of the Register of Deeds for Beaufort County, South Carolina.

This deed was prepared by Derek C. Gilbert, Esquire, of the law firm of Harvey & Battey, P.A., 1001 Craven Street, Beaufort, South Carolina 29902.

INTERROGATORY NO. 6: Please itemize each element of damage which Defendants contend resulted from the actions of each individual Plaintiff, the specific legal claim which is alleged to have given rise to each such element of damages, and the means by which such damages were calculated.

ANSWER: In addition to their prior response(s) to this Interrogatory, the Defendants maintain that they are entitled to damages as follows:

1. ~~As to their claims which are based upon Civil Conspiracy, the Defendants have incurred~~
certain special damages including, *inter alia*:

- a. By deliberately withholding their assessments required under the Covenants applicable to Wright's Point Plantation, and by directing and counseling other property owners in Wright's Point Plantation to do the same, the Plaintiffs created financial shortfalls in the cash flow of the Defendant Wright's Point Home Owners Association, Inc., as previously disclosed in the documents of Bundy Appraisal and Management Company produced earlier in this litigation. The Defendant Association was forced to borrow funds from the Defendants Porter and McNeal in order to meet its financial obligations in light of these financial shortfalls, and is presently indebted to the Defendants Porter and McNeal to the extent of the funds advanced which are approximately Twenty Five Thousand (\$ 25,000.00) Dollars to date. This amount is calculated by reference to the records of the Defendant Wright's Point Homeowners Association, Inc. as previously produced herein or attached hereto.
- b. As a result of the said financial shortfall and cash flow problems which the Plaintiffs created for the Defendant Wright's Point Home Owners Association, Inc., the Defendants Porter and McNeal have been required to advance monies to the said Association, in order to keep it financially solvent enough to meet its maintenance obligations to the property owners in Wright's Point Plantation. This diversion of funds has deprived the Defendants Porter and McNeal of a significant sum of money which they may not be able to recoup. The total sums advanced to date are in excess of the sum of Twenty Five Thousand (\$25,000.00) Dollars to date. This amount is calculated by reference to the records of the Defendant Wright's Point Homeowners Association, Inc. as previously produced herein or attached hereto.

- c. By usurping the authority provided to the Defendant Anthony R. Porter as Developer and the Defendant home owners association under the said restrictive covenants, and illegally purporting to appoint themselves as officers, directors or spokesmen for the Defendant Wright's Point Home Owners Association, Inc., the marketability of the properties within Wright's Point Plantation has been detrimentally affected, thereby resulting in diminution of the property values therein of the Defendants Porter and McNeal. The exact monetary value of such diminution has not been extrinsically calculated, but is a matter for determination by the jury upon trial of the Defendants' Counterclaims which are designated for trial by jury.
- d. As a further result of the Plaintiffs' usurpation of the authority of the Defendant Anthony R. Porter as Developer, some property owners in Wright's Point Plantation ~~have declined to follow or honor the directives of the Architectural Review Committee appointed by the Developer, resulting in the Defendant Wright's Point Home Owners Association, Inc. having to institute legal actions against such property owners in order to secure their compliance with the Covenants and directives of the Architectural Review Committee.~~ The said Association has incurred significant attorneys' fees and costs in connection with these actions, and the sums expended for the same to date are approximately Thirty Thousand (\$30,000.00) Dollars to date, and are on-going. This amount is calculated by reference to billings from attorneys Scott Merrifield and J. Thomas Mikell.
- e. As a further result of the Plaintiffs' attempts to usurp the authority of the Defendant Anthony R. Porter as Developer, the Defendants have been forced to defend themselves in this action, and to take affirmative steps in such action to enforce compliance of the said Covenants by the Plaintiffs. This has resulted in the Defendants incurring significant attorney's fees and costs, which are in excess of Ninety Thousand (\$ 90,000.00) Dollars to date, and are on-going. This amount is calculated by reference to billings from The Bailey Law Firm. P.A.
- f. As a further result of the Plaintiffs' attempts to usurp the authority of the Defendant Anthony R. Porter as Developer by the institution and maintenance of this lawsuit, the Plaintiffs have hampered and interfered with the ability of the Defendants Porter and McNeal to proceed as scheduled with the construction of the additional phases of Wright's Point Development. The residential and commercial real estate market in Beaufort declined in the interim, causing the said Defendants to miss sales and development opportunities. The exact monetary value of such losses has not been extrinsically calculated, but is a matter for determination by the jury upon trial of the Defendants' Counterclaims which are designated for trial by jury.
- g. As a further result of the Plaintiffs' attempts to usurp the authority of the Defendant Anthony R. Porter as Developer, the Defendant McNeal has lost income in the form of land sales which have been lost and/or delayed in Phase II of Wright's Point

Plantation due to the aforesaid marketability and development scheduling problems. The exact monetary value of such diminution has not been extrinsically calculated, but is a matter for determination by the jury upon trial of the Defendants' Counterclaims which are designated for trial by jury.

- h. As a further result of the Plaintiffs' attempts to usurp the authority of the Defendant Anthony R. Porter as Developer, including the institution and maintenance of this lawsuit, the said Defendant has been deprived of a significant amount of his income, requiring him to attempt to sell some of his assets, including properties in Wright's Point Plantation. Although the said Defendant has not yet sold such properties in Wright's Point, he faces the likelihood that such action will be required to generate needed cash flow to replace the funds which he has had to expend as a result of the Plaintiffs' conduct, as described above. It is impossible to determine the extent of any financial loss to the said Defendant until such sale or sales occur. As noted above, the monetary value of such damages is a matter for determination by the jury upon trial of the Defendants' Counterclaims which are designated for trial by jury.
- i. The Defendants are also entitled under this cause of action to punitive or exemplary damages as a result of the willful, reckless and/or intentional conduct of the Plaintiffs.

- 2. As to their claims which are based upon Breach of Contract, the Defendant Wright's Point Home Owners Association, Inc. is obligated under the said Covenants to enforce them against any property owner who fails and refuses to comply with them. Whereas the Plaintiffs have violated the Covenants by illegally usurping the role of the Defendant Porter as Developer, the Defendants had certain options short of litigation available under the Covenants to resolve that conflict and bring the offending conduct to an end. By instituting the present action, however, the Plaintiffs deprived the Defendants of such options and the Defendants were required to seek enforcement of the Covenants through the Counterclaims asserted in this case. As a result, the Defendant Wright's Point Home Owners Association, Inc. has incurred legal fees and costs in excess of Ninety Thousand (\$90,000.00) to date, and which are on-going. The Defendants Porter and McNeal have been required to loan and

advance a portion of such costs on behalf of the Defendant Association, because the Association was financially unable to meet such a financial commitment due to the conduct of the Plaintiffs. Additionally, the Plaintiffs' conduct in unlawfully interfering with contractual and business relationships of the Defendants resulted in the loss of the services of Bundy Appraisal and Management Company to the Defendants; while this is a separate cause of action, it is also a breach of the Plaintiffs' contractual obligations to the Defendants under the Covenants. As a result, the Defendant McNeal has been forced to take over such functions personally or through his agents. Due to the financial predicament of the Defendant Association, it has not been in a position to pay the Defendant McNeal for such services, and is indebted to him for the reasonable value of such services. Alternatively, if the Defendant Association remains financially unable to pay the Defendant McNeal, he has been deprived of the reasonable value of such services, or approximately \$450.00 per month, based upon charges for similar services previously charged by Bundy Appraisal and Management. Additionally, by illegally usurping the Defendant Porter's role as Developer in violation of the Covenants, the Plaintiffs have illegally issued directives in the name of the Wright's Point Architectural Committee to certain property owners in Wright's Point Plantation, including the Plaintiff Corriveau. These directives contradict the guidelines of the legitimate Architectural Review Committee and have resulted in non-conforming construction in Wright's Point Plantation. The Defendant Wright's Point Home Owners Association, Inc. has been required to initiate legal actions in order to bring the offending property owners in compliance with the Covenants, and has been damaged in doing so by the amount of the attorneys' fees and court costs it has incurred. To date, these fees and costs

exceed the sum of Twenty Five Thousand (\$25,000.00) Dollars, as documented by billing statements of J. Thomas Mikell, Esquire and Scott Merrifield, Esquire. To the extent that the Plaintiffs' conduct represents fraud or bad faith in connection with their breach of their contractual obligations, the Defendants are also entitled to punitive or exemplary damages.

3. As to their claims which are based upon Conversion, the Defendant Wright's Point Home Owners Association, Inc. has been damaged by the loss of funds which were diverted from the Association to the Plaintiffs. The total amount of the funds so diverted has been established as \$7,500.00, as evidenced by the Affidavit and supporting documents of Roberta Williams of the Marine Corps Air Station Credit Union, previously produced in this litigation. Additionally, in order to divert the said funds from the Association, the Plaintiffs illegally utilized the Federal Tax ID number of the Association to establish their bogus account at the said Credit Union. In doing so, they converted said tax identification number to their own use and benefit. The actual monetary damage resulting from such conduct has not been extrinsically calculated and is a matter for determination by the jury upon trial of the Defendants' Counterclaims which are designated for trial by jury. The Defendants are also entitled under this cause of action to punitive or exemplary damages as a result of the willful, reckless and/or intentional conduct of the Plaintiffs.

4. As to the claims which are based upon Tortious Interference with Contractual relationships, the Defendant Wright's Point Home Owners Association, Inc. has been damaged in the loss of the services of Bundy Appraisal and Management Company. Bundy is one of the leading professional property management companies in northern Beaufort County, and the Association has not been able to find a suitable company to replace Bundy. As a result, the

Defendant McNeal and/or his agents have been required to take on the functions of the Association previously handled by Bundy. The Defendant Association has not been financially able to pay the Defendant McNeal for these services to date, and is indebted to him for the fair market value of such services. The Defendant McNeal has sustained damages in that he has been deprived of the fair market value of such services, as stated above. Additionally, the Plaintiffs, through their conduct prior to and during this litigation, have interfered with the Defendants' contractual relationships with the property owners in Wright's Point Plantation *via* the Covenants. As a result, the Defendants have incurred attorneys' fees and court costs to defend this litigation, to bring the Plaintiffs into compliance by strict performance of their obligations under the Covenants, and to enforce such Covenants against offending property owners whose conduct in violating the Covenants was precipitated by the conduct of the Plaintiffs in usurping the authority of the Defendant Porter as Developer. The amount of such costs known to date have already been referenced above. The Defendants are also entitled under this cause of action to punitive or exemplary damages as a result of the willful, reckless and/or intentional conduct of the Plaintiffs.

5. As to the claims which are based upon defamation, the Plaintiffs, either individually or through their agents and/or co-conspirators, have expressed to owners of property in Wright's Point Plantation and others that the Defendants have abandoned their roles and responsibilities with respect to Wright's Point Plantation, are no longer acting on behalf of such property owners, have no rights with respect to the said Wright's Point Plantation development, have misrepresented facts, are bankrupt and have acted fraudulently. The Defendants are informed and believe that such statements were made at the various meetings

wherein the Plaintiffs attempted to usurp the role of the Defendant Porter as Developer of Wright's Point Plantation. The said conduct and declarations of the Plaintiffs directly and adversely reflects upon the Defendants' professional competence and integrity, has impugned and continues to impugn the Defendants' professional integrity and reputation, and falsely and unfairly portrays the Defendants to the said property owners and to the general public. As a result, the Defendants McNeal and Porter have sustained embarrassment, humiliation and mental suffering. Each of the Defendants has been hampered by such allegations in the ability to conduct their business affairs in a normal manner. The actual monetary damage resulting from such conduct is a matter for determination by the jury upon trial of this Counterclaim. The Defendants are also entitled under this cause of action to punitive or exemplary damages as a result of the willful, reckless and/or intentional conduct of the Plaintiffs. Additionally, the Defendants incorporate their responses to Interrogatory #8 and Request for Production #8 as part of this response.

REQUEST NO. 6 Please produce all documents which relate to, refer to, or support Defendants' claim for damages against any of the individual Plaintiffs, including any documents calculating such damages.

RESPONSE: All responsive documents presently in the possession of the Defendants have already been produced to counsel for the Plaintiffs or have been tendered to Plaintiffs' counsel for inspection and copying, with the exception of the following documents, which are attached hereto or produced pursuant to a claim of privilege:

1. Wright's Point Homeowners Association Balance Sheet as of December 31, 2006 (attached);

2. Billing statement(s) of The Bailey Law Firm, P.A., identified subject to claim of attorney-client privilege;
3. Billing statement(s) of J. Thomas Mikell, Esquire, identified subject to claim of attorney-client privilege;
4. Billing statement(s) of Quindlen & Merrifield, P.A. Firm, P.A., identified subject to claim of attorney-client privilege;
5. Offer To Purchase and Contract between ARP Residence Trust and Luis Castillo and/or assigns (attached);

INTERROGATORY NO. 8: Please describe with specificity each allegedly defamatory communication for which Defendants seek to recover damages by stating:

- a. The person or entity initiating the communication;
- b. The person or entity receiving the communication;
- c. Whether the communication was oral or written;
- d. The means by which the communication was made;
- e. The date of the communication;
- f. The exact language of the communication.

ANSWER: In addition to their prior response(s) to this Interrogatory, the Defendants state as follows:

The Defendants do not believe that they have information or documents as to each and every defamatory statement issued against them by the Plaintiffs. The Defendants do maintain, however, that the communications hereinafter designated constitute defamatory statements for which they are entitled to recover damages. If and when the Defendants discover any additional statements which they deem to be defamatory and for which they seek recovery from the Plaintiffs, this response will be amended and supplemented accordingly.

November 3, 2003. In a meeting with Mr. Wayne Webb, Mr. Bennett McNeal, Mr. Richard Ratcliff and Mr. Robert Pearson, the Defendant Cullen accused Mr. Webb, who was an agent of the Defendants and a member of the Wright's Point Architectural Review Committee, of being untruthful. See minutes of meeting attached hereto.

January 21, 2004. In a meeting of Wright's Point property owners, the purported "minutes" of the meeting reflect that Mr. Robert Pearson, a co-conspirator of the Plaintiffs, referred to the marketing techniques and practices of the Defendant McNeal and his agent, Mr. Wayne Webb, as "fraud." At this same meeting, the "minutes" reflect that the Plaintiff Cullen referenced the conduct of the Defendant Porter as being "fraudulent." In the "minutes", the Plaintiff Corriveau is quoted as stating that the Defendant McNeal was acting "at our expense, and their gain," which impugns the integrity and business ethics of such Defendant. Copies of such minutes have previously been produced in this litigation.

March 10, 2004. The Agenda of a meeting of Wright's Point property owners called by the Plaintiffs reflects the topic "fraudulent sales promotion of Wright's Point by Developer, McNeal Realty, Bennett McNeal and Wayne Webb." Copies of such "Agenda" have previously been produced in this litigation.

REQUEST NO. 8 Please produce all documents which Defendants allege constitute defamation or refer or relate to the alleged defamation or refer or relate to damages sustained as a result of the alleged defamation.

RESPONSE: All responsive documents presently in the possession of the Defendants have already been produced to counsel for the Plaintiffs or have been tendered to Plaintiffs' counsel for inspection and/or copying, or are attached hereto.

**SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SECOND SET OF
INTERROGATORIES AND THIRD REQUEST FOR PRODUCTION OF DOCUMENTS:**

The said Order of Master in Equity Coltrane dated January 26, 2007 requires production of any additional documents which are responsive to Plaintiffs' Second Set of Interrogatories and Third Request for Production of Documents, and that such production occur on or before January 29, 2007. Defendants' counsel has provided counsel for the Plaintiffs with a copy of a letter from Dr. Ned Blocker to Plaintiff Robert Cullen dated April 5, 2004. This was forwarded to Plaintiffs' counsel via e-mail on January 28, 2007. Additionally, Defendants' counsel has received a copy of a contract of sale between ARP Residence Trust and Luis Castillo, a copy of which is attached to this document as an additional supplemental response. Defendants' counsel is also now in possession of a set of documents consisting of five (5) pages, entitled "Wright's Point Phase 2 Construction Documents," and which was prepared by Seamon, Whiteside & Associates, Inc. on or about the 20th day of June, 2006. This set of documents purports to show recent details for development of Phase II of Wright's Point Plantation. Counsel for the Defendants is informed and believes that this set of documents has been recorded with one or more governmental agencies involved with Wright's Point Plantation, including the South Carolina Department of Health and Environmental Control, and is a matter of public record which is covered by the Order of Master in Equity Coltrane dated March 16, 2005. Nevertheless, this set of documents is available for inspection and/or copying at The Bailey Law Firm, P.A., 510 Ribaut Road, Beaufort, South Carolina by appointment during normal business hours. Additionally, the following documents are attached hereto:

Letter of January 15, 2007 from Wright's Point Home Owners Association, Inc., to Wright's Point property owners with sample invoice for 2007 Association dues.

Letter of January 17, 2007 from Thomas A. Bendle, Jr., Esquire, attorney for the Town of Port Royal to Mr. Bennett McNeal relating to traffic signal at Wright's Point intersection.

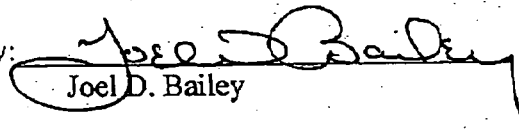
Undated letters from Wright's Point homeowners, Stoddard, Blocker, Irvine, Crowther, Ratcliff, Ellenberger, Webb, Betz, and Brooker to John North advising of lack of authority to act on their behalf "in regard to any issues regarding Wright's Point Plantation."

RESPECTFULLY SUBMITTED,

THE BAILEY LAW FIRM, P.A.
PO Box 1437, 510 Ribaut Road
Beaufort, South Carolina 29901

ATTORNEYS FOR THE DEFENDANTS

By:


Joel D. Bailey

Beaufort, South Carolina
January 29, 2007

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

C/A # 04-CP-07-633

ROBERT L. CULLEN, ANDREW)
A. CORRIVEAU, JOHN)
CALDWELL, ANDREA HUCKS,)
JAMIE BELLAMY, MICHAEL)
PEARSON and DAVID)
MANDELL,)

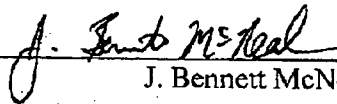
Plaintiffs,)

vs.)

J. BENNETT McNEAL, B.)
McNEAL PARTNERSHIP, L.P.,)
ANTHONY R. PORTER, and)
WRIGHT'S POINT HOME)
OWNERS ASSOCIATION, INC.)

Defendants.)

PERSONALLY appeared before me, J. Bennett McNeal, individually and on behalf of B. McNeal Partnership, L.P. and as President of Wrights Point Homeowners Association, Inc., being first duly sworn, deposes and states that he is a Defendant in the foregoing action; that he has read the Defendants' Supplemental Answers to Plaintiffs' Interrogatories and Supplemental Responses to Plaintiffs' Request for Production and that the statements contained therein are true and correct to the best of his knowledge, except for those matters and things therein alleged upon information and belief, and as to them, he verily believes the same to be true.


J. Bennett McNeal

SWORN to before me this
29th day of January, 2007


My Commission Expires: 8/9/09

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

C/A # 04-CP-07-633

ROBERT L. CULLEN, ANDREW)
A. CORRIVEAU, JOHN)
CALDWELL, ANDREA HUCKS,)
JAMIE BELLAMY, MICHAEL)
PEARSON and DAVID)
MANDELL,)

Plaintiffs,)

vs.)

J. BENNETT McNEAL, B.)
McNEAL PARTNERSHIP, L.P.,)
ANTHONY R. PORTER, and)
WRIGHT'S POINT HOME)
OWNERS ASSOCIATION, INC.)

Defendants.)

DEFENDANTS' SUPPLEMENTAL PRIVILEGE LOG

In addition to the documents previously designated as privileged, the Defendants above-named, pursuant to SCRPC 26, declare that the following documents are covered by the attorney-client and/or work product privileges, and have been withheld from the documents which have been produced for inspection and/or copying by the Plaintiffs:

1. Statement of Scott Merrifield/Kiker Law Firm dated 1-29-07 to Wright's Point Home Owners Association re legal services rendered in the amount of \$4,475.04;
2. Statement of J. Thomas Mikell, PC, to Wright's Point Home Owners Association for services rendered in legal action against Andrew A. Corriveau, for time period 4-5-

04 through 1-5-07 in the amount of \$24,660.71.

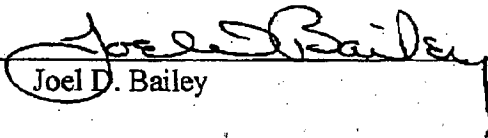
3. Time sheets/billing statements from The Bailey Law Firm, P.A. for representation in the above-captioned matter.

RESPECTFULLY SUBMITTED,

THE BAILEY LAW FIRM, P.A.
PO Box 1437, 510 Ribaut Road
Beaufort, South Carolina 29901

ATTORNEYS FOR THE DEFENDANTS

By:


Joel D. Bailey

Beaufort, South Carolina
January 29, 2007

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

C/A # 04-CP-07-633

ROBERT L. CULLEN, ANDREW
A. CORRIVEAU, JOHN
CALDWELL, ANDREA HUCKS,
JAMIE BELLAMY, MICHAEL
PEARSON and DAVID
MANDELL,

Plaintiffs,

vs.

J. BENNETT McNEAL, B.
McNEAL PARTNERSHIP, L.P.,
ANTHONY R. PORTER, and
WRIGHT'S POINT HOME
OWNERS ASSOCIATION, INC.

Defendants.

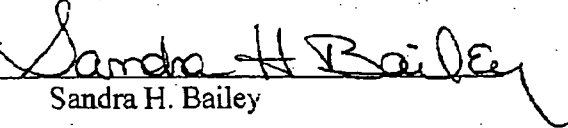
CERTIFICATE OF SERVICE

I, Sandra H. Bailey, of THE BAILEY LAW FIRM, P.A., attorneys for the Defendants herein, do hereby certify that on the 29th day of January, 2007, I deposited in the United States Mail, postage prepaid and emailed a copy of the Defendants' Supplemental Response to Plaintiffs' First Set of Interrogatories and Request for Production, together with Defendants' Privilege Log, the same being addressed to:

John E. North, Jr., Esquire
North & Black
1103 Bay Street
Beaufort, SC 29902

THE BAILEY LAW FIRM, P.A.
P.O. Box 1437
Beaufort, South Carolina 29901-1437
843-525-6090

By:


Sandra H. Bailey

Beaufort, South Carolina
January 29, 2007

0789

12:37 PM
01/29/07
Accrual Basis

Wrights Point Homeowners Association
Balance Sheet
As of December 31, 2006

	Dec 31, 06
ASSETS	
Current Assets	
Checking/Savings	
BB&T-ARB Account	5,065.15
BB&T-Checking	7,513.69
Total Checking/Savings	12,578.84
Total Current Assets	12,578.84
TOTAL ASSETS	12,578.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Builder Deposits	
Bailey	3,000.00
Blocker	400.00
Ellenberger	500.00
Harris	1,000.00
Hucks	5,000.00
Mandell	1,000.00
Waralch	1,000.00
Total Builder Deposits	11,900.00
Total Other Current Liabilities	11,900.00
Total Current Liabilities	11,900.00
Long Term Liabilities	
McNeal Land Loan	11,000.00
Porter & McNeal Loan	14,835.75
Total Long Term Liabilities	25,835.75
Total Liabilities	37,735.75
Equity	
Retained Earnings	-26,692.32
Net Income	1,535.41
Total Equity	-25,156.91
TOTAL LIABILITIES & EQUITY	12,578.84

On November 3, 2003 at 11:00 a.m. Mr. Bob Cullen, Mr. Bob Pearson, Mr. Bennett McNeal and Mr. Wayne Webb met to review the progress from the last meeting.

1. Mr. Cullen requested a Legal separation of the waterfront properties and the front area which should be completed by first of year.
2. Mr. Cullen ask that the second dock be placed under construction immediately.
3. Reduction of minimum house size to 1400 squ feet. Per Mr. Cullen current home owners were not pleased with this.
4. Mr. Cullen stated since the road in the front will be changed need to have access on old road till new road is complete.
5. Non resident owners pay for bush hogging.
6. Mr. Cullen stated the home owners wanted a commitment that walking areas in water front section restricted from use of new front section. When lots on water front sold marketing lots in front are completely separate.
7. Irrigation system needs to be finished in front.

McNeal asked if they had talked to an attorney. Mr. Cullen admitted they had an attorney. Mr. McNeal suggested that their attorney speak with our attorney.

Mr. Pearson said their water front area was marketed to them as an exclusive area. Concerned about people coming thru with boom boxes and picnic lunches. He was told that there would be town houses and small commercial development along with a bed & breakfast.

Mr. Webb responded that this plan was mentioned however, he did state that this was not cast in stone and the actual plan had not been determined. Mr. Webb responded that he never told Mr. Pearson that there would not be any houses in front.

Mr. Pearson stated that Mr. Webb told him that these houses in front would compliment the current house.

Mr. Webb stated that they never said they would drop it to 1400 square foot.

Mr. Webb stated that it is clearly stated in the covenants that this is all one piece of property. Mr. Pearson said he had been to court house and that the front was not platted.

Mr. Cullen & Mr. Pearson said that the developed area was separate.

Mr. Pearson stated that the letter he received from Mr. Cullen regarding the October meeting he had with Bennett and Wayne indicated that nothing had been discussed in that meeting which was beneficial to him as a homeowner.

Mr. McNeal and Mr. Webb stated to Mr. Pearson that they had received no copies of the letter he was referencing.

Mr. Cullen stated he has consulted with Mr. North who is Andy Coriveau's (another property owner) attorney.

Meeting adjourned at 1:00 p.m. with no dates set for any subsequent meetings.

WRIGHT'S POINT HOME OWNERS ASSOCIATION, INC.

**POST OFFICE BOX 111
PORT ROYAL, SOUTH CAROLINA
Facsimile: (843)986-9248**

January 15, 2007

Dear Wrights Point Property Owner:

Enclosed please find the 2007 annual dues invoice for Wright's Point Home Owners Association, Inc. We would ask that you forward Payment of the dues to the above-referenced Post Office Box within 30 days.

As many of you are aware, we are moving forward with the additional phases of Wright's Point Plantation. Due to the infrastructure being installed, the original entrance has a temporary detour. We have increased the width of the alley along the newly built fence for additional access to Phase I. This fence is soon to be painted Charleston green. This will operate as the primary means of access until such time as the road and infrastructure is completed. At that time, the new entrance way will be available for entry into Wright's Point Plantation.

We are excited about the future development, and are hoping that any property owner interested in reviewing such plans will contact Mr. Wayne Webb at Neighborhood Realty at (843)524-7887. Mr. Webb is the exclusive real estate agent for the additional phases, and is also a property owner in Phase I. Mr. Webb and Mr. Ratcliff currently maintain a construction trailer at the front entrance of Wright's Point Plantation.

We are hopeful that the coming months will bring a traffic light to the entrance of Wright's Point. It has become very difficult to enter and exit Wright's Point with the heavy traffic on Parris Island Gateway. After meeting with the local government agencies, it appears that this should be forthcoming.

As many of the property owners are aware, the Wright's Point Home Owners Association, Inc. is currently involved in three (3) lawsuits. We would like to provide you with a brief summary of our understanding of the pending actions. Of course, we are not experts of the law and would defer to the attorneys who have been retained for a more detailed discussion of these matters. In addition, these actions are of public record and are filed in the Court of Common Pleas for Beaufort County.

Wright's Point Home Owners Association, Inc., Wright's Point Architectural Committee, et. al. vs. Andrew A. Corriveau, Civil Action Number: 2004-CP-07-00 584

On or about March 25, 2004, after several months of discussions with Mr. Corriveau, the Wright's Point Home Owners Association, Inc. ("Association") filed an action against Mr. Corriveau alleging several violations of the Wright's Point Guidelines and Covenants. Andrew Corriveau retained an attorney, John North, to represent him.

The Association hired attorney Thomas Mikell to handle the Association's claims on behalf of all the owners in Wright's Point, and to protect the aesthetic and building continuity in Phase I of the Development. Mr. Mikell concentrates on actions involving Homeowners Association. The Association is seeking the court to find that Mr. Corriveau must correct the alleged violations, remove the alleged unapproved materials, and reimburse the Wright's Point Home Owners for our outstanding attorney fees. These fees which have been paid by the Association are approximately \$25,000.00 to date.

Robert L. Cullen, et. al. vs. J. Bennett McNeal, Anthony R. Porter, and Wright's Point Home Owners Association, Inc., Civil Action Number: 04-CP-07-633

On or about March 31, 2004, a few property owners ("Plaintiffs") filed a separate action seeking control of the Association. Their complaint seeks a declaratory Judgment from the Court finding that the Developer had either voluntarily or involuntarily turned over control of the Association to such property owners, and that they be found to be the validly elected Directors of the Association, along with other claims. Mr. North, who also represents Mr. Corriveau in the above action, also filed this action on behalf of the Plaintiffs.

Hours of deposition testimony have been taken in this lawsuit. We understand that there may be testimony that a new architectural review committee was allegedly formed and that the guidelines were allegedly amended or changed to allow a previously unapproved building material. It is our position that these actions are invalid, however, it will be up to the Court to decide this matter.

When this action was instituted, the Developer, Tony Porter and President of the Association, J. Bennett McNeal ("Defendants") hired Joel D. Bailey, Esquire to defend this action. Mr. Bailey is a graduate of the Citadel and University of South Carolina School of Law, and concentrates in complex civil litigation. Mr. Bailey filed an answer asserting that the Developer is still responsible for the Association and filed a counterclaim for 1) Civil conspiracy; 2) Breach of Contract; 3) Breach of Implied Covenant of Good Faith & Fair Dealing; 4) Conversion; 5) Tortious Interference with Contractual Relationships; and 6) Defamation, etc.

Mr. Porter and Mr. McNeal have paid the entire cost of this litigation out of their personal funds, as the Wright's Point Plantation budget is currently insufficient to defend this action. The total cost to date is in excess of \$90,000, and has been paid by Mr. Porter and Mr. McNeal.

This matter was originally scheduled for trial in June of 2006. At that time it was rescheduled for October 24, 2006. On October 20th, John North was granted a continuance, and this matter has been rescheduled for trial on January 31, 2007.

Consequences to our Community:

We feel it is essential to protect the aesthetic continuity of the Development through adherence to the Covenants and Guidelines, and do not believe that it is the communities best interest to disregard such rules.

In addition to the lawsuits mentioned above, we have had a few homeowners refuse to pay their dues. We have filed actions for collections against these individuals and recovered dues and attorney's fees from all but one. This is our third lawsuit referenced above and is still pending in the Court of Common Pleas under Wright's Point Home Owners Association, Inc. v. Gray, et al., Civil Action Number: 2006-CP-07-00-178.

The increased money the association has had to pay for lawyers has been a huge strain on our budget. When our original dues were set in 1999, we budgeted \$1,000.00 a year for legal fees. The Association has paid over \$8,000 a year in legal fees on Wright's Point Home Owners Association, Inc., Wright's Point Architectural Committee, et. al. vs. Andrew A. Corriveau, Civil Action Number: 2004-CP-07-00 584. We have tried to keep the budget in balance by reducing other costs to the Association. We are seeking attorney's fees from the Court in order to attempt to reimburse the Association.

Our Management Company, Bundy Appraisal and Management, advised the Association it would no longer provide any additional services to Wright's Point Plantation because of the conduct of a few homeowners. As many of you know, Bundy Management is a premier management company in Beaufort handling the developments all over Beaufort County. Losing their services has been a tremendous hardship for the Development. We are currently seeking a new management company. If anyone has any recommendations, we are open to suggestions.

Although this community has had a difficult three (3) years, we are hopeful that 2007 will bring a resolution to these matters. We want to thank the majority of the property owners who have expressed their support for the Developer and the Association's original intent for our beautiful community.

Sincerely,

J. Bennett McNeal, President of Wright's Point Home Owner Association, Inc.

Wrights Point Homeowners Association

PO Box 1225
Beaufort, SC 29901

Invoice

Date	Invoice #
1/13/2007	1

Bill To
John E Parker Daniel Henderson P.O. Box 2500 Ridgeland, SC 29916

Description	Amount
Wrights Point Homeowners Association Dues	1,000.00
Due Date - Net 30 Penalties & Interest will accrue after the Due Date	
Total	\$1,000.00

0706

HOWELL, GIBSON AND HUGHES, P.A.
ATTORNEYS AT LAWPost Office Box 40
Beaufort, South Carolina 29901-0040JAMES A. GIBSON, JR.
STEPHEN F. HUGHES
PATRICK M. JOHNS
ROBERT W. ACHURCH III
DAVID E. BLACKMARY BASS LOHR
THOMAS A. BENDLE, JR.25 RUE DU SEIGNEUR
LADY'S ISLAND
BEAUFORT, SOUTH CAROLINA 29907TELEPHONE: 843-821-0460
FAX NUMBER: 843-821-3423
E-mail: hghy@hgh.com
WHITMAN DIRECT: 843-821-3409

January 17, 2007

Mr. Bennett McNeal

Re: Town of Port Royal - Midtown traffic signal
Our File No.: 10090 TAB

Dear Bennett:

It was a pleasure meeting with you the other day in regards to the above referenced matter. Please be advised that Van Willis has asked me to follow up with you, as well as the owners of ACI Mid-Town Shopping Center regarding your willingness to approve the proposed plans designed by Beaufort County Engineering. Mr. Willis has been contacted recently by the South Carolina Department of Transportation (SCDOT) and it is my understanding that they are ready to proceed with the project. However, it will not be until permission is received from you, as the owner of the parcel in question, that the SCDOT will issue the necessary permits. As this matter is of the utmost importance to the Town of Port Royal and Beaufort County Engineering, I would ask that you please contact me immediately regarding your position in this matter.

Again, I appreciate your assistance with this matter and I look forward to hearing from you in the near future.

With kindest regards, I am

Yours truly,

HOWELL, GIBSON AND HUGHES, P.A.

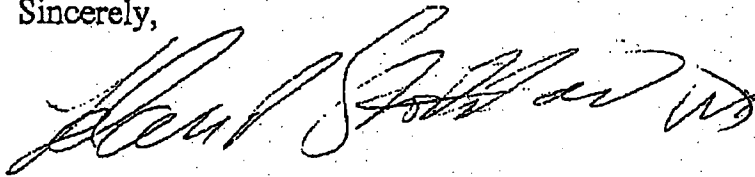

Thomas A. Bendle, Jr.
TAB/sg

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

My name is Dr. Leland Stoddard and my wife's name is Karen. We own Lot 4 in Wright's Point Plantation. We want to be very clear that we do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leland Stoddard".

cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

My name is Dr. Edward Blocker and my wife's name is Tamara. We own Lot 8 in Wright's Point Plantation. We want to be very clear that we do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

ERB MO

Edward R. Blocker MO

cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

Our names are Mr. and Mrs. Robert Irvine. We own Lot 11 in Wright's Point Plantation. We want to be very clear that we do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

Patricia A. Irvine

cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

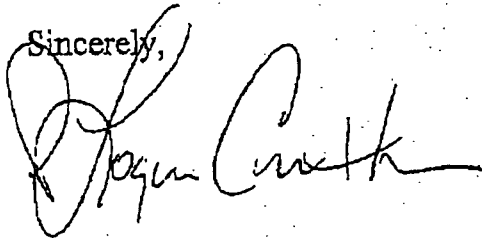
0800

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

My name is Patrick L. Crowther and my wife's name is Cynthia. We own Lot 12 in Wright's Point Plantation. We want to be very clear that we do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick L. Crowther". The signature is fluid and cursive, with a large initial "P" and "C".

cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

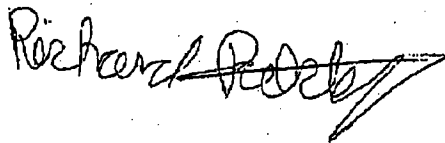
0801

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

My name is Richard Ratcliff. I own Lots 20, 25, 40 and 41 in Wright's Point Plantation. I want to be very clear that I do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard Ratcliff", with a stylized flourish at the end.

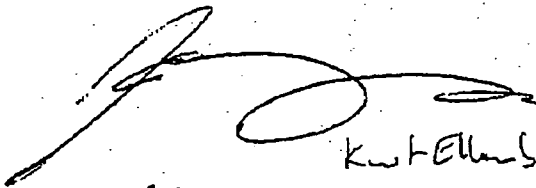
cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

John North
1103 Bay Street
Beaufort, SC 29902

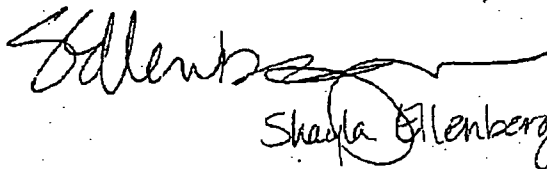
Dear Sir,

My name is Dr. Kurt Ellenberger and my wife's name is Dr. Shayla Ellenberger. We own Lot 26 in Wright's Point Plantation. We want to be very clear that we do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,



Kurt Ellenberger MD



Shayla Ellenberger

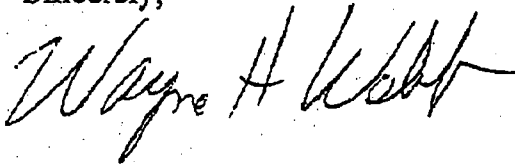
cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

My name is Wayne Webb. I own Lot 35 in Wright's Point Plantation. I want to be very clear that I do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

A handwritten signature in cursive script that reads "Wayne H Webb". The signature is written in dark ink and is positioned below the word "Sincerely,".

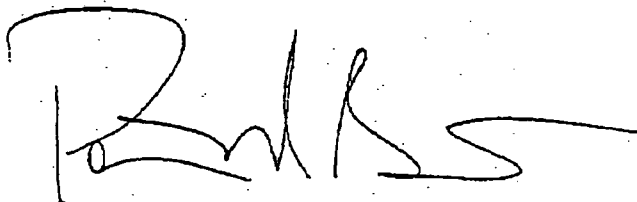
cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

My name is Patricia M. Betz. I own Lot 42 in Wright's Point Plantation. I want to be very clear that I do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia M. Betz', with a long horizontal flourish extending to the right.

cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

John North
1103 Bay Street
Beaufort, SC 29902

Dear Sir,

My name is Jane B. Booker. I own Lots 29 and 30 in Wright's Point Plantation. I want to be very clear that I do not authorize you, Andy Corriveau, Bob Cullen, nor any other person to represent us in regards to any issues regarding Wright's Point Plantation.

Sincerely,

Jane B. Booker

cc: The Honorable Curtis L. Coltrane
Wright's Point Property Owners

0806

OFFER TO PURCHASE AND CONTRACT

Luis Castillo and/or assigns, as Buyer,
hereby offers to purchase and ARP Residence Trust, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"),
upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Port Royal
County of Beaufort, State South Carolina, being known as and more particularly described as:
Street Address 34 Wrights Point Cr. Port Royal, SC Zip 29777
Legal Description: 2 lots

(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit
the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and
Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures,
ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door
screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa
equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls,
outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and
any other items attached or affixed to the Property, EXCEPT the following items:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A

4. **PURCHASE PRICE:** The purchase price is \$ 3,100,000.00 and shall be paid as follows:

(a) \$ 100,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check
☐ certified check ☐ other: _____ to be deposited and held in escrow by

_____, ("Escrow Agent") until the sale is closed, at which time it will be credited to
Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto
are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest
monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for
such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's
request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a
broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release
from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent
jurisdiction.

(b) \$ 320,000.00, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than
_____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ _____, OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the
Effective Date as set forth in paragraph 23. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$ _____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing
loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) \$ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ 2,680,000.00, BALANCE of the purchase price in cash at Closing.

Page 1 of 5



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2 - T
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Buyer Initials LC Seller Initials ARP

Communities of Portland 135 Crown Ridge, Spruce Pine NC 28777
Phone: 8287665515 Fax: 8287668806

Geraldine Ellis

Samuel J. Hill

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0807

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

- (a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within _____ days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before _____ and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.
- (b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ purposes.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by **GENERAL WARRANTY DEED** unless otherwise stated herein, and must be for simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: _____

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: _____

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ _____ per _____

8. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

Buyer Initials LC

Seller Initials hll

Page 2 of 5

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Samuel J. Hill

0808

11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. **PROPERTY DISCLOSURE:**

- ☐ Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- ☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)
- ☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

13. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

☒ **ALTERNATIVE 1:**

(a) **Property Inspection:** Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before _____ (the "Inspection Date"). Seller shall provide written notice to Buyer of Seller's response within _____ days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except _____, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(c) **Repairs:** Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above are excluded from repair negotiations under this contract.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

Page 3 of 5

Buyer Initials CC Seller Initials RRP

STANDARD FORM 2 - T
0 7/2005

(e) Cost Of Repair Contingency: Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate obtained by Buyer of the total cost of repairs required by (a) and (b) and/or remediation required by (d) above equals or exceeds \$ _____, then Buyer shall have the option to terminate this contract pursuant to this Cost of Repair Contingency no later than seven (7) days following the Inspection Date and all earnest monies shall be refunded to Buyer.

(f) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____. The cost of the appraisal shall be borne by Buyer.

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☐ **ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)**

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, time being of the essence (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, time being of the essence, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 5. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

15. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before November 1, 2006, at a place designated by Buyer. The deed is to be made to _____.

16. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

17. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

18. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

19. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

Page 4 of 5

Buyer Initials UC

Seller Initials RP

STANDARD FORM 2 - T
C 7/2005

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

C/A # 04-CP-07-633

ROBERT L. CULLEN, ANDREW)
A. CORRIVEAU, JOHN)
CALDWELL, ANDREA HUCKS,)
JAMIE BELLAMY, MICHAEL)
PEARSON and DAVID)
MANDELL,)

Plaintiffs,)

vs.)

J. BENNETT McNEAL, B.)
McNEAL PARTNERSHIP, L.P.,)
ANTHONY R. PORTER, and)
WRIGHT'S POINT HOME)
OWNERS ASSOCIATION, INC.)

Defendants.)

**DEFENDANTS' SUPPLEMENTAL RESPONSE TO PLAINTIFFS'
FIRST SET OF INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: John E. North, Esquire, Attorney for the Plaintiffs:

The Defendants submit the following supplemental response to the Plaintiffs' First Set of Interrogatories and Request for Production of Documents dated August 17, 2004:

INTERROGATORY 1. Set forth the names, addresses, occupation and place of employment of all persons known to the Plaintiffs or their counsel to have knowledge of facts relevant to the Complaint or the Counterclaim filed herein, provide a summary of the facts known

by any such witness, and indicate the present custodian of any written or recorded statement taken from any such witness.

ANSWER: Although this interrogatory requests identities of witnesses known to the Plaintiffs and was prepared by counsel for the Plaintiffs, the Defendants are aware of the following persons who may have knowledge concerning the facts relevant to the Complaint and/or the Counterclaim in this action:

Robert L. Cullen,
Andrew A. Corriveau
John Caldwell
Andrea Hucks
Jamie Bellamy
Michael Pearson
David Mandell

The above individuals are the named Plaintiffs and it is believed that the remainder of the information requested for such witnesses is in possession of Plaintiffs' counsel. These individuals have knowledge of the facts and circumstances surrounding the issues involved in this litigation, as testified to in their depositions.

Anthony R. Porter
J. Bennett McNeal

These individuals are the named Defendants and it is believed that the remainder of the information requested for such witnesses is in possession of Plaintiffs' counsel. These individuals have knowledge of the facts and circumstances surrounding the issues involved in this litigation, as testified to in their depositions.

Lloyd Denny
Richard Ratcliff
Sherwood Fender

These individuals are known by all parties to be potential witnesses in this case, and it is believed that the remainder of the information requested for such witnesses is in possession of Plaintiffs' counsel. These individuals have knowledge of the facts and circumstances surrounding the issues involved in this litigation, as testified to in their depositions and/or affidavits.

Scott Merrifield
Thomas Mikell

These individuals are known by all parties to be potential witnesses in this case, as they have performed legal services on behalf of one or more of the Defendants concerning Wright's Point Plantation. It is believed that the remainder of the information requested for such witnesses is in possession of Plaintiffs' counsel. These individuals have knowledge of the facts and circumstances surrounding non-compliance with the applicable Restrictive Covenants and Architectural Review Board Guidelines by certain homeowners in Wright's Point Plantation which include one or more of the Plaintiffs in this case. They also have knowledge concerning the fees and costs which have been incurred by the Wright's Point Homeowners Association with respect to the non-compliance of such homeowners.

Kathy Bundy
Laurance Davis

These individuals are known by all parties to be potential witnesses in this case, and it is believed that the remainder of the information requested for such witnesses is in possession of Plaintiffs' counsel. These individuals have knowledge of the facts and circumstances surrounding one or more of the issues involved in this litigation, including, but not limited to, conduct of one or more of the Plaintiffs in obtaining financial information with respect to the Wright's Point Homeowners Association, Inc., the diversion of funds due to such Association, the interference of one or more of the Plaintiffs with the contractual relationship existing between one or more of the Defendants and Bundy Appraisal and Management, Inc., and costs associated with the maintenance and upkeep of Wright's Point Plantation, including monies loaned and advanced by the Defendants McNeal and/or Porter to the Association.

Wayne Webb
Neighborhood Realty, LLC
35 Petigru Drive
Beaufort, SC 29902

Mr. Webb is a licensed realtor in the State of South Carolina, and was formerly employed as the broker-in-charge of McNeal Realty, the sales and marketing entity for Wright's Point Plantation. Mr. Webb has knowledge concerning the developer's plan for development of all phases of Wright's Point Plantation and has been involved in the marketing of real estate sold in such development to date. Additionally, he has served as a member of the Wright's Point Architectural Committee and is familiar with the construction guidelines of that Committee and compliance and non-compliance by certain homeowners in Wright's Point with such guidelines. Mr. Webb is also the owner of a lot in Phase I and is familiar with the Restrictive Covenants for the development. He is also slated to be involved in the marketing of Phase II and other subsequent phases of Wright's Point Plantation, and is familiar with activities undertaken on behalf of the developer to secure governmental approval for such additional phases, as well as the role of certain homeowners in Wright's Point Plantation, including one or more of the Plaintiffs, with respect to

the developer's attempts to secure such governmental approvals. Mr. Webb also has knowledge concerning conversations with one or more of the Plaintiffs relating to this litigation and/or other issues concerning Wright's Point Plantation.

Employees and/or elected officials of the Town of Port Royal, including, but not limited to Linda Bridges and members of the Port Royal Town Council. These individuals are believed to have knowledge concerning the history of Wright's Point Plantation, documents filed with the Town of Port Royal relating to the development of Wright's Point Plantation, and communications with one or more homeowners in Wright's Point Plantation with respect to such development.

Ralph Wayne Ramsey
Allison Ramsey Architects, Inc.
1003 Charles Street
Beaufort, SC 29902

Mr. Ramsey has knowledge of the developer's plans for the development of Wright's Point Plantation, including the various phases of such development. He has been involved in the drafting of plans and specifications for residences and/or other structures which have been or will be erected or constructed as part of the Wright's Point development. Additionally, he has served as a member of the Wright's Point Architectural Committee and is familiar with the construction guidelines of that Committee and compliance and non-compliance by certain homeowners in Wright's Point with such guidelines.

Robert Montgomery
Montgomery Architecture and Planning, Inc.
404 Ribaut Road
Beaufort, SC 29902

Mr. Montgomery has knowledge of the developer's plans for the development of Wright's Point Plantation, including the various phases of such development. He was involved in the drafting of certain initial plans with respect to the Wright's Point development.

Thomas Kemmerlin, Jr., Esquire

Mr. Kemmerlin has knowledge concerning the title to real estate owned by the Defendant Porter in Phase I of Wright's Point Plantation, and represented Mr. Porter in a legal action to resolve certain issues with respect to such real estate. Mr. Kemmerlin has also represented the Plaintiff Mandell with respect to the issues raised in this lawsuit, and has knowledge concerning Mr. Mandell's dismissal as a party to this action.

William A. Ruth, Esquire
Ruth & MacNeille, PA
40 Pope Avenue
Hilton Head, SC

Mr. Ruth has been listed as an expert witness in companion litigation between the Wright's Point Homeowners Association and the Plaintiff Andrew Corriveau. He is expected to testify in accordance with the affidavits which he has submitted in that action, as well as the present action.

Roberta Williams and/or other employees of MCAS Beaufort Federal Credit Union

Ms. Williams is known by all parties to be a potential witness in this case, and it is believed that the remainder of the information requested for such witness is in possession of Plaintiffs' counsel. She has knowledge of the MCAS documents surrounding the conversion of funds belonging to the Wright's Point Homeowners Association, Inc., by one or more of the Plaintiffs, as set forth in her affidavit.

Any and/or all of the homeowners of Wright's Point Plantation. These individuals have knowledge concerning their purchase of property in Wright's Point Plantation, their understanding of the developer's plan for the development of Wright's Point Plantation, actions of the Plaintiffs in attempting to establish themselves as having authority to act on behalf of Wright's Point Plantation, communications and contact with one or more of the parties to this litigation, and familiarity with the Restrictive Covenants and architectural and construction guidelines applicable to this development.

INTERROGATORY 5. Please describe by substance, date, recipient, and manner of communication, each "contact or communication" alleged by Defendants to have "undermined the legitimacy" of the Defendants as alleged in paragraphs 3(d) and (e) on page 16 of Defendants' Answer and Counterclaim.

ANSWER: The Defendants continue to object to this interrogatory on the basis previously contained in their prior response, and stand by their prior response to this interrogatory. Additionally, the Defendants are informed and believe that at least some of the Plaintiffs have attempted to undermine the legitimacy of the Defendants role at Wright's Point by contacting officials with the Town of Port Royal with respect to that entity's role in approving plans for Phase

II of Wright's Point Development, and making disparaging remarks concerning one or more of the Defendants. The Plaintiffs are in a better position than the Defendants to know the exact substance date, recipient and manner of communication with respect to such contacts.

REQUEST NO 5. Please produce copies of all the "contact or communication" described in the answer to the preceding interrogatory and any document which refers or relates to any such contact or communication.

RESPONSE: All documents presently in the possession of the Defendants have already been produced to counsel for the Plaintiffs or have been tendered to Plaintiffs' counsel for inspection and copying.

INTERROGATORY NO. 6: Please itemize each element of damage which Defendants contend resulted from the actions of each individual Plaintiff, the specific legal claim which is alleged to have given rise to each such element of damages, and the means by which such damages were calculated.

ANSWER: Defendants have not calculated all of their damages to a mathematical certainty, and will rely upon the trier of fact to determine the total amount of any damages sustained. Notwithstanding this, the Defendants have incurred significant attorneys' fees and court costs in the defense of this action, and such damages are continuous and ongoing, due to the Plaintiffs' continuing prosecution of this action. Additionally, the Defendants have sustained at least nominal damages as a result of the Plaintiffs' conversion of the funds belonging to the Wright's Point Homeowners Association, Inc., as documented through the discovery process in this case. Furthermore, the Defendants Porter and McNeal have sustained damages in that they have been delayed with plans to proceed with the development of subsequent phases of Wright's Point

Plantation as a result of the maintenance of this lawsuit by the Plaintiffs. Finally, the Defendants incorporate by reference herein their allegations with respect to damages as set forth in their Answer and Counterclaim.

REQUEST NO. 6 Please produce all documents which relate to, refer to, or support Defendants' claim for damages against any of the individual Plaintiffs, including any documents calculating such damages.

RESPONSE: All documents presently in the possession of the Defendants have already been produced to counsel for the Plaintiffs or have been tendered to Plaintiffs' counsel for inspection and copying.

INTERROGATORY NO. 8: Please describe with specificity each allegedly defamatory communication for which Defendants seek to recover damages by stating:

- a. The person or entity initiating the communication;
- b. The person or entity receiving the communication;
- c. Whether the communication was oral or written;
- d. The means by which the communication was made;
- e. The date of the communication;
- f. The exact language of the communication.

ANSWER: The Defendants continue to object to this interrogatory on the basis previously contained in their prior response, and stand by their prior response to this interrogatory.

REQUEST NO. 8 Please produce all documents which Defendants allege constitute defamation or refer or relate to the alleged defamation or refer or relate to damages sustained as a result of the alleged defamation.

RESPONSE: All documents presently in the possession of the Defendants have already been produced to counsel for the Plaintiffs or have been tendered to Plaintiffs' counsel for inspection and/or copying.

INTERROGATORY NO. 9: Please describe all "contractual agreements with third parties" which Defendants contend have been damaged by Plaintiffs, by stating:

- a. The identity of such third party;
- b. The nature of the contractual agreement;
- c. The manner in which such contractual agreement was allegedly undermined and which of the Plaintiffs' conduct allegedly caused that result;
- d. The nature and amount of the damages which Defendants allege they have sustained as a result of the Plaintiffs' alleged conduct with respect to such third party contractual agreements.

ANSWER: The Defendants stand by their prior response to this interrogatory. Additionally, the Defendants are informed and believe that, as a result of the Plaintiffs' conduct, one or more third party homeowners have not abided by the Covenants for Wright's Point and it has been necessary for the Defendants to retain legal counsel in order to require such compliance. This includes, but is not limited to, legal action involving Lot 39 of Phase I.

REQUEST NO. 9 Please produce a copy of all contractual agreements with third parties which Defendants contend have been undermined by Plaintiffs, and all documents which refer or relate to any such agreements, and any damages allegedly sustained as a result of Plaintiffs' actions.

RESPONSE: All documents presently in the possession of the Defendants have already been produced to counsel for the Plaintiffs or have been tendered to Plaintiffs' counsel for inspection and/or copying.

RESPECTFULLY SUBMITTED,

THE BAILEY LAW FIRM, P.A.
PO Box 1437, 1001 Bay Street
Beaufort, South Carolina 29901

ATTORNEYS FOR THE DEFENDANTS

By: 
Joel D. Bailey

Beaufort, South Carolina

October 25, 2006

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

C/A # 04-CP-07-633

ROBERT L. CULLEN, ANDREW
A. CORRIVEAU, JOHN
CALDWELL, ANDREA HUCKS,
JAMIE BELLAMY, MICHAEL
PEARSON and DAVID
MANDELL,

Plaintiffs,

vs.

J. BENNETT McNEAL, B.
McNEAL PARTNERSHIP, L.P.,
ANTHONY R. PORTER, and
WRIGHT'S POINT HOME
OWNERS ASSOCIATION, INC.

Defendants.

CERTIFICATE OF MAILING

I, Sandra H. Bailey, of THE BAILEY LAW FIRM, P.A., attorneys for the Defendants herein, do hereby certify that on the 25th day of October, 2006, I deposited in the United States Mail, postage prepaid, a copy of the Defendants' Supplemental Response to Plaintiffs' First Set of Interrogatories and Request for Production, the same being addressed to:

John E. North, Jr., Esquire
North & Black
1103 Bay Street
Beaufort, SC 29902

THE BAILEY LAW FIRM, P.A.
1001 Bay Street, P.O. Box 1437
Beaufort, South Carolina 29901-1437
843-525-6090

By: Sandra H. Bailey
Sandra H. Bailey

Beaufort, South Carolina
October 25, 2006

0820

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

ROBERT L. CULLEN, ANDREW A.
CORRIVEAU, JOHN CALDWELL,
ANDREA HUCKS, JAMIE
BELLAMY, MICHAEL PEARSON,
and DAVID MANDELL,

CIVIL ACTION NO.: 04-CP-07-633

Plaintiffs,

v.

J. BENNETT McNEAL, B. McNEAL
PARTNERSHIP, L.P., ANTHONY
R. PORTER, and WRIGHT'S
POINT HOME OWNERS
ASSOCIATION, INC.,

Defendants.

AFFIDAVIT IN SUPPORT OF
APPLICATION FOR
ATTORNEY FEES

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

)
) ss
)

JOHN E. NORTH, JR., being of lawful age and first duly sworn upon oath,
deposes and says as follows:

1. He is one of the attorneys for the Plaintiffs herein.
2. This Affidavit is given in support of Plaintiffs' application for an award of attorney fees pursuant to the derivative claims asserted by Plaintiffs against Defendants to protect the rights and property of Wright's Point Home Owners Association, Inc. of which they are members.
3. Attached hereto as Exhibit A and Exhibit B, respectively, are copies the time and billing entries and a cost analysis relating to the representation of

0821

PLAINTIFF'S
EXHIBIT

Plaintiffs through March 29, 2007 from which attorney client privilege material has been redacted.

4. The time entries on Exhibit A were made by Affiant and Pamela K. Black, a partner of Affiant.
5. Affiant graduated from Creighton University School of Law in Omaha, Nebraska in May, 1977 and was admitted to practice law in the state and federal courts in the State of Nebraska in September, 1977, and in South Carolina in 1996.
6. Affiant has continuously practiced law since that time, primarily in the area of litigation, insurance, and business law and prior to relocating in South Carolina in 1993 was a shareholder in McGrath, North, Mullin & Kratz, PC., an 85 attorney law firm whose clients included Fortune 500 companies and whom Affiant represented.
7. Affiant received an AV rating from Martindale, Hubbell within 5 years of his admittance to the bar in Nebraska.
8. Affiant has been admitted to practice in the United States Tax Court, the 8th Circuit Court of Appeals and admitted *in pro hac vice* in numerous state and federal courts including those in Iowa, Missouri, Colorado, Kansas, Alabama, and Florida.
9. Ms Black also graduated from Creighton University School of Law in Omaha, Nebraska in May, 1977, *magna cum laude*, and was admitted to practice law in the state and federal courts of the State of Nebraska in September, 1977, and in South Carolina in 1996.

10. Ms. Black has also continuously practiced law since that time, primarily in the area of litigation, insurance, and business law, and prior to relocating in South Carolina in 1993 also was a shareholder in McGrath, North, Mullin & Kratz, PC.

11. Ms. Black received an AV rating from Martindale, Hubbell within 5 years of her admittance to the bar in Nebraska.

12. Ms. Black has been admitted *in pro hac vice* in numerous state and federal courts including those in Kansas, Colorado, Missouri, Illinois, and Louisiana.

13. Affiant and Ms. Black typically bill their time at \$195.00, although pursuant to their agreement with the Plaintiffs herein, their time for this matter was billed at \$175.00 per hour.

14. In other matters in this Judicial Circuit, the presiding judge has determined that the rate of \$195 per hour was reasonable for both Affiant and Ms. Black, based upon the prevailing hourly rate in the community and their professional standing and expertise, and have awarded them attorney fees based on that hourly rate.

15. The issues presented in this case were numerous and complex, with voluminous documents to be acquired and presented to the Court concerning the relevant real estate transactions and their relationship to the restrictive covenants at issue.

16. The nature, extent, and difficulty of the representation of the Plaintiffs was exacerbated by Defendants' recalcitrance to provide relevant information

concerning the issues, and failure to engage in good faith discovery, which necessitated four written motions to compel and the associated hearings, all of which were decided in favor of Plaintiffs, and several additional hearings concerning discovery matters. These discovery problems further resulted in a second deposition of Defendant Porter, which had the effect of postponing the trial scheduled in January, for which Plaintiffs had already completed their preparation and had appeared to commence.

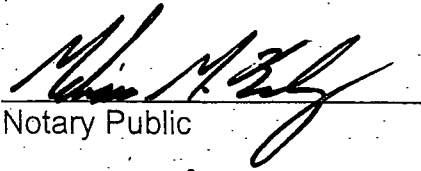
17. The attorney fees attributable to this action through the commencement of trial are \$149,461.50 and Affiant estimates that an additional \$15,000.00 will be incurred for the trial of this matter and post trial matters, including preparation of proposed Findings of Fact and Conclusions of law for the Court. Expenses in the amount of \$8,780.32 are attributable to this action. Total fees and expenses recorded through March 29, 2007 total \$158,241.82.

18. Plaintiffs request that the Court determine the attorney fees and expenses recorded by Plaintiffs' attorneys be deemed fair and reasonable, and that they be awarded to Plaintiffs in the amount of 173,241.82.

FURTHER, Affiant says not.


John E. North, Jr.

Subscribed and sworn to before me this 30 day of March, 2007.

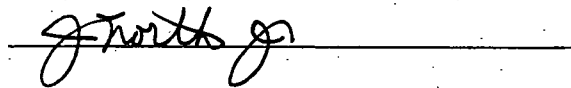


Notary Public

My Commission Expires: 5-28-2014

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing was served upon the attorney for the Defendants, Joel D. Bailey, by hand delivering a copy of same this 30 day of March, 2007.



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Mar 29/2007

Client Fees Listing
To Feb 28/2007
Working Lawyer

Date	Fee / Time	Entry#	Explanation	Hours	Amount	Invt	Status
Wright							
Easement Wright's Point POA Easement Dispute							
Oct 9/2003	Lawyer: 1.00 Hrs X 175.00		JEN - John E. North	1.00	175.00	366	Billed
	1706	Review of memo from Andy Corriveau; review of covenants.					
Oct 13/2003	Lawyer: 0.50 Hrs X 175.00		JEN - John E. North	0.50	87.50	366	Billed
	1765	Conference with Andy Corriveau re: facts and background; conference with abstractor re: additional title work.					
Nov 16/2003	Lawyer: 1.25 Hrs X 175.00		JEN - John E. North	1.25	218.75	366	Billed
	1642	Review of real estate records.					
Nov 24/2003	Lawyer: 2.00 Hrs X 175.00		JEN - John E. North	2.00	350.00	366	Billed
	1643	Review of real estate records; Outline of issues and potential deficiencies.					
Nov 25/2003	Lawyer: 0.50 Hrs X 175.00		JEN - John E. North	0.50	87.50	366	Billed
	1707	Conference with Bob Cullen re: preliminary findings; Phone call to Brian Flewelling re: additional plats.					
Dec 3/2003	Lawyer: 2.50 Hrs X 175.00		JEN - John E. North	2.50	437.50	367	Billed
	1995	Review of real estate plats and conveyances; review of covenants; meeting with Andy Corriveau and Bob Cullen.					
Dec 8/2003	Lawyer: 1.50 Hrs X 175.00		PKB - Pamela K. Bla	1.50	262.50	387	Billed
	1772	Conference with co-counsel; evaluation of potential courses of action, claims and rights;					
Dec 8/2003	Lawyer: 2.50 Hrs X 175.00		JEN - John E. North	2.50	437.50	387	Billed
	1879	Meeting with Bob Cullen re Porter appointment of McNeal to POA; review of covenants; analysis of additional facts and claims; phone call to Bob Cullen re same; review of S.C. cases re					
Dec 9/2003	Lawyer: 2.50 Hrs X 175.00		JEN - John E. North	2.50	437.50	387	Billed
	1889	Review of documents from Bob Cullen;					
Dec 22/2003	Lawyer: 2.25 Hrs X 175.00		JEN - John E. North	2.25	393.75	387	Billed
	1942	Conference with Bob Cullen; review of files; review of real estate documents; letter to McNeal; email to Bob Cullen re same					
Dec 23/2003	Lawyer: 1.50 Hrs X 175.00		JEN - John E. North	1.50	262.50	387	Billed
	1943	Phone call to Bob Cullen; Notice of Annual Meeting					
Dec 31/2003	Lawyer: 0.25 Hrs X 175.00		JEN - John E. North	0.25	43.75	387	Billed
	1994	Email and phone call from Andy Corriveau re					
Jan 9/2004	Lawyer: 0.25 Hrs X 175.00		JEN - John E. North	0.25	43.75	416	Billed
	2293	Conference with Bob Cullen.					
Jan 12/2004	Lawyer: 0.25 Hrs X 175.00		JEN - John E. North	0.25	43.75	416	Billed
	2294	Conference with Bob Cullen re:					
Jan 26/2004	Lawyer: 1.25 Hrs X 175.00		JEN - John E. North	1.25	218.75	416	Billed
	2295	Review of Porter memo; conference with Bob Cullen re: one call to attorney Mikell; conference with Bob Cullen.					
Jan 27/2004	Lawyer: 0.50 Hrs X 175.00		JEN - John E. North	0.50	87.50	416	Billed
	2296						
Feb 2/2004	Lawyer: 1.75 Hrs X 175.00		JEN - John E. North	1.75	306.25	431	Billed
	2523	Conference with Bob Cullen re: McNeal; outline					
Feb 3/2004	Lawyer: 2.75 Hrs X 175.00		JEN - John E. North	2.75	481.25	431	Billed
	2526	Preparation for meeting with Mikells; meeting with Mikells; conference with Bob Cullen re: same.					
Feb 4/2004	Lawyer: 5.25 Hrs X 175.00		JEN - John E. North	5.25	918.75	431	Billed
	2528	Review of real estate records; accumulation of documentary evidence on McNeal and Porter claims; conference with Attorney Mikells.					
Feb 9/2004	Lawyer: 0.75 Hrs X 175.00		JEN - John E. North	0.75	131.25	431	Billed

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Date	Fee / Time	Working Lawyer	Hours	Amount	Inv#	Status
Entry#	Explanation					
Feb 10/2004	2582 Lawyer: 1.25 Hrs X 175.00 Analysis of	JEN - John E. North	1.25	218.75	431	Billed
Feb 11/2004	2587 Lawyer: 3.60 Hrs X 175.00 Legal research re applicability of	PKB - Pamela K. Bla	3.60	630.00	431	Billed
Feb 11/2004	2585 Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50	431	Billed
Feb 14/2004	2587 Lawyer: 0.75 Hrs X 175.00 Review of packet of documents fro Andy Corriveau, email from and to Andy.	JEN - John E. North	0.75	131.25	431	Billed
Mar 9/2004	2579 Lawyer: 2.00 Hrs X 175.00 Review of files; outline of declaratory judgment claims; letter from Attorney Merrifield.	JEN - John E. North	2.00	350.00	442	Billed
Mar 9/2004	2580 Lawyer: 3.75 Hrs X 175.00 Review of real estate records; outline of claims and evidence; work on draft Complaint.	JEN - John E. North	3.75	656.25	442	Billed
Mar 10/2004	2581 Lawyer: 6.50 Hrs X 175.00 Letter from Merrifield; draft of Complaint; preparation of exhibits for presentation; preparation for meeting; attendance at meeting of Owners.	JEN - John E. North	6.50	1137.50	442	Billed
Mar 10/2004	2657 Lawyer: 1.10 Hrs X 175.00 Legal research re review and revisions proposed Complaint	PKB - Pamela K. Bla	1.10	192.50	442	Billed
Mar 11/2004	2495 Lawyer: 0.90 Hrs X 175.00 Legal research re various claims; revisions to Complaint	PKB - Pamela K. Bla	0.90	157.50	442	Billed
Mar 11/2004	2585 Lawyer: 2.25 Hrs X 175.00 Review of emails; revision of Complaint; letter to Attorney Mikell; phone call to Bob	JEN - John E. North	2.25	393.75	442	Billed
Mar 12/2004	2587 Lawyer: 1.50 Hrs X 175.00 Letter from Merrifield; letter to Merrifield; conference with Merrifield re: concerns of Radcliff; email from Bob Cullen; conference with Bob Cullen; conference with Attorney Brian re: Porter position.	JEN - John E. North	1.50	262.50	442	Billed
Mar 15/2004	2594 Lawyer: 0.75 Hrs X 175.00 Email from Bob Cullen; draft of	JEN - John E. North	0.75	131.25	442	Billed
Mar 16/2004	2602 Lawyer: 0.25 Hrs X 175.00 Letter to Attorney Brian re: covenants.	JEN - John E. North	0.25	43.75	442	Billed
Mar 17/2004	2604 Lawyer: 0.50 Hrs X 175.00 Negotiations with Attorney Brian; email to Bob Cullen.	JEN - John E. North	0.50	87.50	442	Billed
Mar 18/2004	2609 Lawyer: 1.25 Hrs X 175.00 Email from and to Bob Cullen; revision of Complaint to add Plaintiffs; meeting with Bob Cullen re: same; phone call to Attorney Brian; negotiations with Brian; conference with Bob Cullen; emails to Bill Brian.	JEN - John E. North	1.25	218.75	442	Billed
Mar 30/2004	2645 Lawyer: 1.50 Hrs X 175.00 Email from Attorney Brian; emails from Andy Corriveau and Bob Cullen; review of Complaint; analysis of course.	JEN - John E. North	1.50	262.50	442	Billed
Mar 31/2004	2648 Lawyer: 2.00 Hrs X 175.00 Filing of Complaint and Summons; arrange service; email from and to Porter counsel re: service; negotiations with Mikell re: potential settlement; letter to Mikell re: service.	JEN - John E. North	2.00	350.00	442	Billed
Apr 7/2004	2800 Lawyer: 0.50 Hrs X 175.00 Letter from Attorney Brian; letter to Bob Cullen re: same.	JEN - John E. North	0.50	87.50	471	Billed

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Entry#	Explanation					
2814	Phone call to Attorney Bailey re: representation, fact issues, and course.					
Apr 22/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	471	Billed
2816	Emails from and to Bob Cullen and Andy Corriveau.					
Apr 23/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	471	Billed
2818	Emails from and to Bob Cullen and Andy Corriveau.					
Apr 30/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	471	Billed
2832	Phone call from Andy Corriveau; phone call to Attorney Bailey; conference with Bob Cullen re: course.					
May 7/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	480	Billed
2994	Conference with Joel Bailey re: pending issues and course; email from and to Andy Corriveau.					
May 19/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	480	Billed
3015	Review of file; phone call to Joel Bailey re: course.					
Jun 4/2004	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	511	Billed
3229	Email from Andy Corriveau; review of and					
Jun 7/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	511	Billed
3234	Phone call from Bob Cullen re: deposit of funds with Bundy.					
Jun 14/2004	Lawyer: 2.20 Hrs X 175.00	PKB - Pamela K. Bla	2.20	385.00	511	Billed
3138	Preliminary review of Porter filings; letter to clients re same; lengthy conference with Cullen; letter to Joel Bailey re depositions and hearing schedule					
Jun 15/2004	Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25	511	Billed
3263	Letter from Bailey re: depositions and hearing; phone call to Bob Cullen; letter from Bailey; phone call from Mandell; conference with Bailey re: Mandell withdrawal; email to Bob Cullen; review of memo from Bob Cullen.					
Jun 16/2004	Lawyer: 2.50 Hrs X 175.00	JEN - John E. North	2.50	437.50	511	Billed
3270	Phone call from Dave Mandell; conference with Bob Cullen; review of files; preparation for and meeting with Plaintiffs.					
Jun 21/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	511	Billed
3283	Conference with Bailey re: deposition dates and hearing on Injunction.					
Jun 23/2004	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00	511	Billed
3291	Review of correspondence from Attorney Bailey; review of proposed Consent Order; revision of Order; phone call to Bailey; email to Bailey; email to Bob Cullen and Andy Corriveau.					
Jun 25/2004	Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	511	Billed
3298	Emails from and to Joel Bailey; revision of Order; analysis of Radcliff Affidavit; review of Motion; letter to Bob Cullen re: same.					
Jun 29/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	511	Billed
3309	Phone call from Dave Mandell; conference with Bob Cullen re: status and course.					
Jun 30/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	511	Billed
3327	Conference with Dave Mandell.					
Jul 1/2004	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	527	Billed
3410	Meeting with Bob Cullen; analysis of course.					
Jul 12/2004	Lawyer: 3.25 Hrs X 175.00	JEN - John E. North	3.25	568.75	527	Billed
3427	Review of Counterclaim; draft of Reply; review of pending discovery; phone call to Bob Cullen; conferences with Bailey re: depositions and discovery; email to					
	reparation of review of					
interrogatories and requests for documents.						
Jul 15/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	527	Billed
3446	Conference with Bob Pearson re: status and course; review of pending discovery.					

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Date	Fee / Time	Hours	Amount	Invt	Status
Entry#	Explanation				
	Depositions; email to clients re: same; letter to David Mandell; preparation of Interrogatories and Requests for Documents; conference with Bailey.				
Jul 20/2004	3462 Lawyer: 0.50 Hrs X 175.00 Phone call from Bailey re: Motion; conference with Bailey.	JEN - John E. North 0.50	87.50	527	Billed
Jul 21/2004	3471 Lawyer: 0.25 Hrs X 175.00 Conference with Bob Cullen re: status and course.	PKB - Pamela K. Bla 0.25	43.75	527	Billed
Aug 2/2004	3640 Lawyer: 0.25 Hrs X 175.00 Letter from Bailey.	JEN - John E. North 0.25	43.75	553	Billed
Aug 3/2004	3645 Lawyer: 0.25 Hrs X 175.00 Phone call from Bob Cullen.	JEN - John E. North 0.25	43.75	553	Billed
Aug 4/2004	3652 Lawyer: 1.00 Hrs X 175.00 Conference with Dave Mandell; phone call from Bob Cullen; letter to Bob re: discovery responses.	JEN - John E. North 1.00	175.00	553	Billed
Aug 5/2004	3656 Lawyer: 0.25 Hrs X 175.00 Phone call from Bob re: issues and status.	JEN - John E. North 0.25	43.75	553	Billed
Aug 11/2004	3678 Lawyer: 0.25 Hrs X 175.00 Phone call from Bob Cullen; review of emails.	JEN - John E. North 0.25	43.75	553	Billed
Aug 12/2004	3682 Lawyer: 0.75 Hrs X 175.00 Review of billings re: allocation of expenses; letter to Bob Cullen re: same; conference with Bob re: course.	JEN - John E. North 0.75	131.25	553	Billed
Aug 13/2004	3685 Lawyer: 1.00 Hrs X 175.00 Review of documentary evidence; meeting with counsel re: discovery and summary judgment issues.	JEN - John E. North 1.00	175.00	553	Billed
Aug 16/2004	3589 Lawyer: 2.20 Hrs X 175.00 Work on responses to discovery requests; conference with Bob Cullen; preparation of Interrogatories and Request for Production.	PKB - Pamela K. Bla 2.20	385.00	553	Billed
Aug 16/2004	3690 Lawyer: 0.50 Hrs X 175.00 Meeting with Bob Cullen; conference with Attorney Bailey re: depositions.	JEN - John E. North 0.50	87.50	553	Billed
Aug 17/2004	3694 Lawyer: 2.75 Hrs X 175.00 Revision of Interrogatories; revision of Answer to Interrogatories and Request for Documents; email to clients re: same; negotiations with Bailey; email to Bailey; conference with Dave Mandell re: deposition; letter to Dave Mandell.	JEN - John E. North 2.75	481.25	553	Billed
Aug 17/2004	3926 Lawyer: 3.90 Hrs X 175.00 Work on discovery requests and document production; meeting with Bob Cullen; conference with co-counsel re same; telephone call to Andy Corriveau; review of Andy Corriveau files; finalize Plaintiffs' discovery requests	PKB - Pamela K. Bla 3.90	682.50	553	Billed
Aug 18/2004	3699 Lawyer: 1.75 Hrs X 175.00 Review of files for document production; redaction of privileged information; email from Mandell; revision of Answers to Interrogatories.	JEN - John E. North 1.75	306.25	553	Billed
Aug 19/2004	3613 Lawyer: 3.60 Hrs X 175.00 Review of file materials for summary judgment proceeding; begin work on memorandum re summary judgment; conference with co-counsel re issues	PKB - Pamela K. Bla 3.60	630.00	553	Billed
Aug 20/2004	3927 Lawyer: 1.00 Hrs X 175.00 Review of real estate records; preparation of documents for Motion for Summary Judgment	JEN - John E. North 1.00	175.00	553	Billed
Aug 23/2004	3709 Lawyer: 5.50 Hrs X 175.00 Phone call from Andrea Hucks re: depositions and document production; phone call from Dave Mandell; fax to Dave Mandell; preparation of supplemental document production; letter to Bailey re: same; conferences with Bailey's office re: scheduling; email to Plaintiffs re: depositions and meeting arrangements; letter from Bailey; email to Andrea; email from	JEN - John E. North 5.50	962.50	553	Billed

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Entry#	Explanation				
Aug 24/2004	Lawyer: 1.40 Hrs X 175.00 3620 Work on revisions to discovery; work on summary judgment memorandum	PKB - Pamela K. Bla	1.40	245.00	553 Billed
Aug 24/2004	Lawyer: 4.25 Hrs X 175.00 3712 Review of documents; preparation of supplemental document request; email from Mandell; review of Agreement; email to mandell; outline of Summary Judgment issues and evidence.	JEN - John E. North	4.25	743.75	553 Billed
Aug 25/2004	Lawyer: 3.25 Hrs X 175.00 3718 Emails from and to Mandell; phone call to Bailey re: Mandell deposition; review of pleadings and documentary evidence; preparation for depositions; review of discovery; phone call to Bailey; phone call to Mandell; conference with Bailey.	JEN - John E. North	3.25	568.75	553 Billed
Aug 26/2004	Lawyer: 7.50 Hrs X 175.00 3719 Preparation for depositions; conference with Andy; meeting with Michael and John re: preparation; phone call to Jaime; conference with Andy; email to Bailey; conference with Bailey; attendance at deposition of Michael Pearson; email to clients; conference with Andy.	JEN - John E. North	7.50	1312.50	553 Billed
Aug 26/2004	Lawyer: 3.10 Hrs X 175.00 3928 Legal research re: conference with co-counsel re affect of same and summary judgment issues	PKB - Pamela K. Bla	3.10	542.50	553 Billed
Aug 27/2004	Lawyer: 4.75 Hrs X 175.00 3721 Meeting with Andy Corriveau re: preparation; attendance at deposition of Andy.	JEN - John E. North	4.75	831.25	553 Billed
Aug 30/2004	Lawyer: 0.75 Hrs X 175.00 3761 Email from and to Bob Cullen; review of files; preparation for deposition of Bob Cullen.	JEN - John E. North	0.75	131.25	553 Billed
Aug 31/2004	Lawyer: 6.75 Hrs X 175.00 3735 Meeting with Bob Cullen; attendance at deposition of Bob Cullen.	JEN - John E. North	6.75	1181.25	553 Billed
Sep 1/2004	Lawyer: 0.30 Hrs X 175.00 3777 Revise second request for production of documents; instructions re service.	PKB - Pamela K. Bla	0.30	52.50	553 Billed
Sep 1/2004	Lawyer: 0.75 Hrs X 175.00 3835 Review of deposition notes; letter to Bob Cullen re: additional required documents; analysis of course.	JEN - John E. North	0.75	131.25	553 Billed
Sep 14/2004	Lawyer: 1.00 Hrs X 175.00 3839 Review of Motion Roster; conference with Attorney Bailey re: pending Motions; letter to Bailey; letter to Mandell re: hearing.	JEN - John E. North	1.00	175.00	553 Billed
Sep 15/2004	Lawyer: 1.00 Hrs X 175.00 3846 Letter from Bailey; email to clients re: Consent Order and depositions; letter to Bailey re: pending motions and discovery.	JEN - John E. North	1.00	175.00	553 Billed
Sep 16/2004	Lawyer: 0.25 Hrs X 175.00 3848 Letter from Bailey; email to Dave Mandell.	JEN - John E. North	0.25	43.75	553 Billed
Sep 20/2004	Lawyer: 0.75 Hrs X 175.00 3861 Email to and from Bob Cullen re: discovery; review of draft minutes; email to Bob re: same.	JEN - John E. North	0.75	131.25	553 Billed
Sep 21/2004	Lawyer: 0.25 Hrs X 175.00 3862 Meeting with Bob Cullen re: document production.	JEN - John E. North	0.25	43.75	553 Billed
Sep 23/2004	Lawyer: 0.75 Hrs X 175.00 3868 Email from Andy; email to Bailey; letter to Bailey re: document production; emails from and to Bailey re: deposition schedules and discovery.	JEN - John E. North	0.75	131.25	553 Billed
Sep 27/2004	Lawyer: 2.25 Hrs X 175.00 3874 Email from John Caldwell; email to Bailey; email from Andy Corriveau re: document production; email to John Caldwell, review of notes re: additional document production from Andy; email to Bob Cullen re: minutes; review of deposition notes re: additional	JEN - John E. North	2.25	393.75	553 Billed

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Date	Fee / Time	Explanation	Hours	Amount	Inv#	Status
Sep 26/2004	Lawyer: 2.75 Hrs X 175.00	JEN - John E. North	2.75	481.25	553	Billed
	3814 Email from Mandell; letter to Attorney Kemmerlin re: pending Motion; conference with Attorney Kemmerlin; phone call to Bailey; email to John Caldwell; letter from court reporter; preparation for deposition of Andy Corriveau; letter to Andy re: transcripts; letter to Michael Pearson re: transcript.					
Sep 29/2004	Lawyer: 4.50 Hrs X 175.00	JEN - John E. North	4.50	787.50	553	Billed
	3889 Review of deposition notes and exhibits; meeting with Andy Corriveau for deposition Preparation of; attendance at depositions of Andy; letter to Bob Cullen re: Answers to Interrogatories.					
Oct 8/2004	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	566	Billed
	4096 Review of correspondence from Attorney Kemmerlin; letter from Bailey; review of pending Motions; email to Bailey re: same.					
Oct 11/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	566	Billed
	4011 Letter from Bailey; email to Bailey re: discovery; email from and to Bailey.					
Oct 13/2004	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	566	Billed
	4015 Emails and phone calls re: transcripts, Mandell deposition, and pending discovery requests.					
Oct 14/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	566	Billed
	4023 Phone call from Bailey's office re: Mandell deposition; email to Bailey re: discovery issues.					
Oct 20/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	566	Billed
	4043 Review of Motion Roster; phone call to Judge Coltrane's staff; email to Joel Bailey re: same.					
Oct 22/2004	Lawyer: 0.20 Hrs X 175.00	PKB - Pamela K. Bla	0.20	35.00	566	Billed
	3971 Letter to Bailey re documents					
Oct 25/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	566	Billed
	4059 Meeting with Bob Cullen; letter to Bailey re: verification.					
Nov 8/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	587	Billed
	4263 Phone call to Bailey re discovery					
Nov 9/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	587	Billed
	4378 Conference with Bailey re discovery conference with Bob Cullen re status					
Nov 13/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	587	Billed
	4283 Letter to clients					
Nov 16/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	587	Billed
	4294 Review of Motion Roster; letter to Judge Coltrane re pending Motions; email to Bailey					
Nov 18/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	587	Billed
	4306 Review of correspondence from Bailey; email to Bailey					
Nov 19/2004	Lawyer: 1.10 Hrs X 175.00	PKB - Pamela K. Bla	1.10	192.50	587	Billed
	4197 Preparation of Motion to Compel and Notice; telephone call to Magistrate re hearing; preparation of Motion Information Sheet					
Dec 15/2004	Lawyer: 0.60 Hrs X 175.00	PKB - Pamela K. Bla	0.60	105.00	635	Billed
	4416 Preparation of letter to clients					
Dec 19/2004	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	635	Billed
	4819 Meeting with co-counsel re course					
Dec 28/2004	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	635	Billed
	5035 Letter from Michael Pearson; Review of file regarding same.					
Jan 6/2005	Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25	635	Billed
	4719 E-mail from and to Andy Corriveau; Preparation for hearing; Travel to Courthouse and hearing on Motion to Compel.					
Jan 25/2005	Lawyer: 0.90 Hrs X 175.00	PKB - Pamela K. Bla	0.90	157.50	635	Billed
	4663 Preparation of Notice of Depo for McNeal and Porter; letter to Bailey re same and discovery responses					
Feb 3/2005	Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	635	Billed
	4876 Review of discovery responses; Conference with counsel regarding course					

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Entry#	Explanation					
	to Bundy and Fender; conference with co-counsel					
Feb 8/2005	Lawyer: 1.80 Hrs X 175.00	PKB - Pamela K. Bla	1.80	315.00	655	Billed
4846	Review of letter from Pearson; preparation of response; conference with co-counsel; prepare Motion to Compel					
Feb 9/2005	Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	655	Billed
4891	Review and revision of correspondence; Conference with Bob Cullen regarding status and course; Arrange hearing on Motion to Compel.					
Feb 10/2005	Lawyer: 0.40 Hrs X 175.00	PKB - Pamela K. Bla	0.40	70.00	655	Billed
4849	Email from Cullen; email to Cullen					
Feb 11/2005	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	655	Billed
4899	Meeting with Bob Cullen; Meeting with counsel regarding course.					
Feb 17/2005	Lawyer: 0.40 Hrs X 175.00	PKB - Pamela K. Bla	0.40	70.00	655	Billed
4863	Letter from Fender re subpoena; letter to Fender re same					
Feb 21/2005	Lawyer: 1.50 Hrs X 175.00	PKB - Pamela K. Bla	1.50	262.50	655	Billed
4949	Letter from Bundy re subpoena; letter to Bundy; letter from Bailey re depositions; letter to Bailey; preparation of Motion to Compel					
Feb 22/2005	Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25	655	Billed
4966	Review of files; Prepare for Bundy document production; Letter from Bundy; Phone call to Master regarding hearing date; Review of correspondence to Atty. Bailey regarding depositions.					
Feb 23/2005	Lawyer: 0.50 Hrs X 175.00	PKB - Pamela K. Bla	0.50	87.50	655	Billed
4952	Letter from Bailey and to Bailey re depositions; letter to Bundy re subpoena					
Feb 28/2005	Lawyer: 2.40 Hrs X 175.00	PKB - Pamela K. Bla	2.40	420.00	655	Billed
4957	Preparation for hearing on discovery motions; legal research and preparation of Memorandum in support of same					
Mar 1/2005	Lawyer: 0.20 Hrs X 175.00	PKB - Pamela K. Bla	0.20	35.00	747	Billed
4960	Letter to Bundy re cancellation of Motion to Compel					
Mar 1/2005	Lawyer: 3.00 Hrs X 175.00	JEN - John E. North	3.00	525.00	747	Billed
5040	Review of files; Preparation for hearing; Travel to courthouse and appearance on Motion to Compel Discovery; Fax from Atty. Mikell; Review of draft Order; Conference with Bob Cullen regarding status.					
Mar 3/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
5047	E-mail to Atty. Bailey.					
Mar 4/2005	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	747	Billed
5050	Review of correspondence from Atty. Bailey; Review of proposed Order; Outline of revisions.					
Mar 9/2005	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00	747	Billed
5065	Draft of revisions to Order compelling discovery; E-mail to Atty. Bailey; Phone call to Atty. Bailey.					
Mar 15/2005	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	747	Billed
5080	Review of e-mails from Atty. Bailey; Review of attached drafts of Orders for discovery.					
Mar 21/2005	Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	747	Billed
5101	Review of Order compelling discovery; Review of previous drafts; Revision of Confidentiality Agreement; Letter to clients; Letter to Atty. Bailey regarding Confidentiality Agreement.					
Mar 28/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
5120	Letter from Atty. Bailey.					
Mar 30/2005	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	747	Billed
5137	Letter from Atty. Bailey; Letter to Atty. Bailey regarding document production; Review of discovery issues; E-mail to Judge Coltrane.					
pr.18/2005	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	747	Billed
5283	Letter from Atty. Bailey; Review of Motion					

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Entry#	Explanation					
	5284 Conference with Atty. Bailey.					
Apr 19/2005	Lawyer: 0.90 Hrs X 175.00	PKB - Pamela K. Bla	0.90	157.50	747	Billed
	5139 Review of discovery responses from Bailey; review of Order; letter to Bailey					
May 14/2005	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	747	Billed
	5314 Letter from Atty. Bailey; Letter to clients; Meeting with counsel regarding course.					
May 17/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5316 Conference with co-counsel regarding course.					
May 19/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5319 Review of correspondence from Michael Pearson; E-mail to Bob Cullen.					
May 19/2005	Lawyer: 2.50 Hrs X 175.00	JEN - John E. North	2.50	437.50	747	Billed
	5325 Review of pleadings and correspondence; Outline of recommendations and course; Meeting with plaintiffs regarding response to settlement proposal.					
May 16/2005	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	747	Billed
	5328 Review of correspondence; Letter to Atty. Bailey rejecting offer.					
May 19/2005	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	747	Billed
	5337 Correspondence from and to Atty. Bailey regarding document production.					
May 20/2005	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	747	Billed
	5344 Review of Ruth opinion and evidence; Conference with counsel regarding same.					
May 23/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5351 Letter from Atty. Bailey.					
May 24/2005	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	747	Billed
	5374 Conferences regarding document production.					
May 27/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5380 Conference with Bob Cullen regarding document production.					
May 31/2005	Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	747	Billed
	5389 Review of outlines regarding document production.					
Jun 1/2005	Lawyer: 2.20 Hrs X 175.00	PKB - Pamela K. Bla	2.20	385.00	747	Billed
	5368 Travel to and from Bailey's office; review of documents					
Jun 1/2005	Lawyer: 7.50 Hrs X 175.00	JEN - John E. North	7.50	1312.50	747	Billed
	5450 Review of notes; Travel to Atty. Bailey's office and review of document production; Meeting with Bob Cullen; Review of notes and itemization of documents for production; Meeting with counsel regarding same; Phone call to Casey Chutka.					
Jun 2/2005	Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25	747	Billed
	5454 Review of and revision of correspondence to Atty. Bailey regarding deficiencies in document production and scheduling of depositions; Letter to John Horton regarding same.					
Jun 3/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5459 Letter from Atty. Bailey.					
Jun 7/2005	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00	747	Billed
	5461 Letter from Atty. Bailey; E-mail to Atty. Bailey; E-mail to clients; Review of correspondence and Notice of Depositions.					
Jun 10/2005	Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25	747	Billed
	5465 Letter from Atty. Bailey; Review of correspondence; E-mail to Atty. Bailey; Review of general ledger; Letter to Bob Cullen regarding same; E-mail from Robert Pearson; E-mail to Robert Pearson.					
Jun 13/2005	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5471 E-mail from Bob Cullen; Letter from Atty. Bailey regarding depositions.					
Jun 14/2005	Lawyer: 0.80 Hrs X 175.00	PKB - Pamela K. Bla	0.80	140.00	747	Billed
	5438 Review of various letters from Bailey; letter to Bailey re privilege log and related matters					
Jun 20/2005	Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	747	Billed
	5478 E-mail from Bob Cullen; Conference with Bob					

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Client Fees Listing
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Date	Fee / Time	Explanation	Hours	Amount	Invt	Status
		Caldwell; Phone call to Bob Cullen; Letter to clients regarding Bob Pearson correspondence; Meeting with counsel.				
Jun 22/2005	5481	Lawyer: 3.75 Hrs X 175.00 Conference with Atty. Bailey; E-mail to John Caldwell; Letter from Atty. Bailey; Conference with Atty. Bailey regarding Belamy subpoena; E-mail to Andrea; Review of files; Prepare for depositions.	JEN - John E. North 3.75	656.25	747	Billed
Jun 22/2005	5493	Lawyer: 1.50 Hrs X 55.00 Preparation of deposition outline	Para - Paralegal 1.50	82.50	747	Billed
Jun 23/2005	5482	Lawyer: 4.00 Hrs X 175.00 Review of transcripts; Preparation for deposition; E-mail to Andy; Meeting with John Caldwell; Attendance at deposition of John Caldwell; Review of notes; Preparation of follow-up to do list.	JEN - John E. North 4.00	700.00	747	Billed
Jun 27/2005	5504	Lawyer: 2.25 Hrs X 175.00 E-mail from and to Andrea; Phone call to Atty. Bailey; E-mails regarding deposition arrangements; Review of files and preparation for Andrea deposition.	JEN - John E. North 2.25	393.75	747	Billed
Jun 28/2005	5505	Lawyer: 4.25 Hrs X 175.00 Preparation for deposition; Conference with Andrea regarding preparation for deposition; E-mail from Andy and to clients regarding development of outer parcels; Attendance at deposition of Andrea.	JEN - John E. North 4.25	743.75	747	Billed
Jun 29/2005	5502	Lawyer: 3.50 Hrs X 55.00 Organized and copied deposition exhibits.	Para - Paralegal 3.50	192.50	747	Billed
Jun 29/2005	5511	Lawyer: 2.25 Hrs X 175.00 Review of and revision of summary judgment brief.	JEN - John E. North 2.25	393.75	747	Billed
Jun 29/2005	5945	Lawyer: 5.20 Hrs X 175.00 Work on Summary Judgment brief and related materials	PKB - Pamela K. Bla 5.20	910.00	747	Billed
Jul 5/2005	5550	Lawyer: 12.25 Hrs X 175.00 Review of documentary evidence; Preparation of exhibits; Preparation for depositions; E-mail from and to Pearson.	JEN - John E. North 12.25	2143.75	747	Billed
Jul 6/2005	5552	Lawyer: 12.75 Hrs X 175.00 Review of files; Meeting with Atty. Bailey regarding depositions; Review of files; Preparation of exhibits; Preparation for depositions of McNeal.	JEN - John E. North 12.75	2231.25	747	Billed
Jul 7/2005	5553	Lawyer: 9.25 Hrs X 175.00 Letter from Atty. Bailey; Preparation of exhibits; Preparation for depositions of Porter.	JEN - John E. North 9.25	1618.75	747	Billed
Jul 7/2005	5630	Lawyer: 5.00 Hrs X 55.00 Organized and photocopied exhibits.	Para - Paralegal 5.00	275.00	747	Billed
Jul 8/2005	5556	Lawyer: 10.75 Hrs X 175.00 Review of files; Prepared for and attended deposition of Porter.	JEN - John E. North 10.75	1881.25	747	Billed
Jul 9/2005	5557	Lawyer: 0.50 Hrs X 175.00 Conference with Andy regarding meeting.	JEN - John E. North 0.50	87.50	747	Billed
Jul 11/2005	5536	Lawyer: 0.90 Hrs X 175.00 Review of memo from Corriveau re outcome of meeting; conference with Fred Walters	PKB - Pamela K. Bla 0.90	157.50	747	Billed
Jul 11/2005	5558	Lawyer: 1.25 Hrs X 175.00 Review of e-mail from Andy regarding meeting; Meeting with Andy; Review of materials; Review of Caldwell deposition; Letter to John Caldwell; E-mail from and to Atty. Bailey regarding McNeal deposition.	JEN - John E. North 1.25	218.75	747	Billed
Jul 12/2005	5563	Lawyer: 0.50 Hrs X 175.00 E-mail from Robert Pearson; Review of attached letters; E-mail to Robert Pearson.	JEN - John E. North 0.50	87.50	747	Billed
Jul 13/2005	5606	Lawyer: 0.50 Hrs X 175.00 E-mail from and to Bob Cullen; Review of factual information concerning meeting of homeowners.	JEN - John E. North 0.50	87.50	747	Billed
Jul 15/2005		Lawyer: 0.50 Hrs X 175.00	JEN - John E. North 0.50	87.50	747	Billed

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Client Fees Listing

To Feb 28/2007

Date	Fee / Time	Working Lawyer	Hours	Amount	Invt#	Bill Status
Entry#	Explanation					
	Bailey regarding McNeal deposition; Meeting with counsel regarding course.					
Aug 3/2005	5116 Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25	747	Billed
	5116 Memo to counsel regarding response to Summary Judgment Motion; Preparation of Notice of McNeal deposition; Letter to Atty. Bailey; Phone call from Atty. Bailey's office; Letter to Atty. Bailey.					
Aug 5/2005	5946 Lawyer: 1.50 Hrs X 175.00	PKB - Pamela K. Bla	1.50	227.50	747	Billed
	5946 Review of Motion for Summary Judgment; conference with co-counsel; review of Porter deposition					
Aug 6/2005	5134 Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5134 Letter from Atty. Merrifield; Letter to Mr. Bellamy; Letter to Atty. Merrifield.					
Aug 8/2005	5137 Lawyer: 4.50 Hrs X 175.00	JEN - John E. North	4.50	787.50	747	Billed
	5137 E-mail to clients regarding Porter deposition; Review of Porter transcript; Preparation for deposition of McNeal.					
Aug 8/2005	5947 Lawyer: 2.70 Hrs X 175.00	PKB - Pamela K. Bla	2.70	472.50	747	Billed
	5947 Continued review of Porter deposition; work on summary judgment; conference with Fred Walters; conference with Bob Cullen.					
Aug 9/2005	5738 Lawyer: 7.75 Hrs X 175.00	JEN - John E. North	7.75	1356.25	747	Billed
	5738 Review of files; Preparation for depositions of McNeal; Preparation of exhibits; Meeting with John Caldwell; Letter to Atty. Bailey; Preparation for depositions.					
Aug 9/2005	5948 Lawyer: 2.40 Hrs X 175.00	PKB - Pamela K. Bla	2.40	420.00	747	Billed
	5948 Work on supplements to summary judgment materials with deposition of Fender and McNeal					
Aug 10/2005	5739 Lawyer: 5.50 Hrs X 175.00	JEN - John E. North	5.50	962.50	747	Billed
	5739 Preparation for deposition; Taking of deposition of McNeal; Review of deposition notes; Conference with Bob Cullen regarding status and course; Letter to Atty. Bailey.					
Aug 15/2005	5748 Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	747	Billed
	5748 Letter from Atty. Bailey; Conference with co-counsel regarding summary judgment issues.					
Aug 18/2005	5773 Lawyer: 0.00 Hrs X 175.00	PKB - Pamela K. Bla	0.00	0.00	747	Billed
	5773 Work on summary judgment; conference with co-counsel					
Aug 22/2005	5949 Lawyer: 3.90 Hrs X 175.00	PKB - Pamela K. Bla	3.90	682.50	747	Billed
	5949 Work on brief in opposition to Defendants' motion for summary judgment					
Aug 24/2005	5804 Lawyer: 2.25 Hrs X 175.00	JEN - John E. North	2.25	393.75	747	Billed
	5804 Review of motion roster; Phone call to Atty. Bailey; Conference with Atty. Fender; Phone call to Atty. Bailey; Revision of subpoenas to witnesses; Letter to Atty. Bailey regarding same; Revision of Notices and subpoenas.					
Aug 26/2005	5810 Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	747	Billed
	5810 Phone call to court regarding hearing date.					
Aug 27/2005	5816 Lawyer: 2.50 Hrs X 175.00	JEN - John E. North	2.50	437.50	747	Billed
	5816 Review of and revision of Summary Judgment Brief; Conference with counsel regarding same.					
Aug 29/2005	5950 Lawyer: 4.75 Hrs X 175.00	JEN - John E. North	4.75	831.25	747	Billed
	5950 Review of exhibits; Preparation for deposition of Sherwood Fender; Conference with Bob Cullen regarding dismissal of accounting claim.					
Aug 30/2005	5951 Lawyer: 2.25 Hrs X 175.00	JEN - John E. North	2.25	393.75	747	Billed
	5951 Preparation for deposition; Review of documents; Meeting with counsel; Deposition of Sherwood Fender; Preparation of Notices of Deposition for Ratcliff and Denny; Letter to Atty. Bailey.					
Aug 31/2005	5823 Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	747	Billed
	5823 Conference with Atty. Bailey regarding Ratcliff deposition; Letter to Atty.					

Date	Fee / Time	Hours	Amount	Inv#	Status
Entry#	Explanation				
	5856 Conference with co-counsel re preparation for summary judgment; email to Corriveau; review of Ruth Affidavit and remaining affidavits; work on Motion to Strike				
Sep 6/2005	Lawyer: 1.00 Hrs X 175.00 JEN - John E. North	1.00	175.00	747	Billed
	5856 Meeting with counsel regarding course; Conference with Atty. Bailey; Phone call to Court; Phone call to Atty. Bailey.				
Sep 7/2005	Lawyer: 2.10 Hrs X 175.00 PKB - Pamela K. Bla	2.10	367.50	747	Billed
	5952 Finalize Motion to Strike and related memorandum				
Sep 8/2005	Lawyer: 5.50 Hrs X 175.00 JEN - John E. North	5.50	962.50	747	Billed
	5861 Preparation for document production; Phone call to Atty. Bailey; Conference with Lloyd Denny; Preparation for depositions of Denny and Ratcliff; Letter from Atty. Merrifield; Review of and Revision of Motion for Summary Judgment and Motion to Strike; Review of and revision of correspondence to Judge Coltrane.				
Sep 8/2005	Lawyer: 3.30 Hrs X 175.00 PKB - Pamela K. Bla	3.30	577.50	747	Billed
	5953 Complete Motion to Strike and Motion for Summary Judgment; letter to Judge Coltrane				
Sep 9/2005	Lawyer: 4.00 Hrs X 175.00 JEN - John E. North	4.00	700.00	747	Billed
	5895 Preparation for depositions; Taking of depositions of Lloyd Denny and Richard Ratcliff; Letter from Atty. Bailey.				
Sep 12/2005	Lawyer: 3.40 Hrs X 175.00 PKB - Pamela K. Bla	3.40	595.00	747	Billed
	5877 Finalize draft of Memo re Summary Judgment, conference with co-counsel, related matters				
Sep 12/2005	Lawyer: 1.75 Hrs X 175.00 JEN - John E. North	1.75	306.25	747	Billed
	5900 Review of and revision of Brief on Motion to Strike McNeal evidence; E-mail from and to Bob Cullen; E-mail to clients regarding meeting.				
Sep 13/2005	Lawyer: 3.75 Hrs X 175.00 JEN - John E. North	3.75	656.25	747	Billed
	5901 Conference with Bob Cullen; Review of and revision of Memorandum in Support of Motion for Summary Judgment; Review of documentary evidence.				
Sep 14/2005	Lawyer: 5.25 Hrs X 175.00 JEN - John E. North	5.25	918.75	747	Billed
	5954 Preparation for hearing on summary judgment and motion to strike; Outline of evidence and arguments.				
Sep 15/2005	Lawyer: 2.50 Hrs X 175.00 JEN - John E. North	2.50	437.50	747	Billed
	5955 Preparation for hearing; Legal research re summary judgment issues				
Sep 15/2005	Lawyer: 2.10 Hrs X 175.00 PKB - Pamela K. Bla	2.10	367.50	747	Billed
	5956 Review of Ratcliff and Denny deposition; conference with Cullen; insertions of deposition testimony in summary judgment memorandum				
Sep 16/2005	Lawyer: 3.25 Hrs X 175.00 JEN - John E. North	3.25	568.75	747	Billed
	5915 Review of pleadings and exhibits; Preparation of documentary evidence in support of motion.				
Sep 16/2005	Lawyer: 0.90 Hrs X 175.00 PKB - Pamela K. Bla	0.90	157.50	747	Billed
	5957 Letters to judge and clerk; letter to Bailey re Cullen original deposition				
Sep 19/2005	Lawyer: 7.50 Hrs X 175.00 JEN - John E. North	7.50	1312.50	747	Billed
	5916 Review of submittals; Analysis of developer positions and arguments; Preparation for oral argument.				
Sep 20/2005	Lawyer: 6.00 Hrs X 175.00 JEN - John E. North	6.00	1050.00	747	Billed
	5917 Review of notes; Travel to courthouse and appearance on Motion for Summary Judgment and Motion to Strike; Meeting with counsel regarding course.				
Sep 21/2005	Lawyer: 8.25 Hrs X 175.00 JEN - John E. North	8.25	1443.75	747	Billed
	5921 Meeting with counsel; Meeting with Bob Cullen regarding course; E-mail to and from Judge Coltrane; E-mail to Bob Cullen regarding course; Preparation of Supplemental Memorandum; Review of depositions regarding rebuttal evidence				

Date	Fee / Time	Working Lawyer	Hours	Amount	Inv#	Bi
Entry#	Explanation					Status
	Memorandum and appendix of Supplemental Exhibits; E-mail to and from Judge Coltrane; Letter to Judge Coltrane.					
Sep 26/2005	5931 Lawyer: 1.00 Hrs X 175.00 Review of and revision of e-mail to clients; Revision of Supplemental Memorandum; E-mails from and to clients.	JEN - John E. North	1.00	175.00	747	Billed
Sep 28/2005	5938 Lawyer: 0.25 Hrs X 175.00 Conference with Bob Cullen regarding meeting.	JEN - John E. North	0.25	43.75	747	Billed
Oct 9/2005	6027 Lawyer: 0.50 Hrs X 195.00 Letter to Judge Coltrane regarding Supplemental Memorandum.	JEN - John E. North	0.50	97.50	782	Billed
Oct 10/2005	6126 Lawyer: 1.10 Hrs X 195.00 Assemble documents.	PKB - Pamela K. Bla	1.10	214.50	782	Billed
Oct 13/2005	6075 Lawyer: 0.25 Hrs X 195.00 Review of Order.	JEN - John E. North	0.25	48.75	782	Billed
Oct 20/2005	6080 Lawyer: 0.25 Hrs X 195.00 Phone call to Judge's office regarding fee roster.	JEN - John E. North	0.25	48.75	782	Billed
Oct 24/2005	6086 Lawyer: 0.25 Hrs X 195.00 Review of motion roster; Letter to Judge Coltrane.	JEN - John E. North	0.25	48.75	782	Billed
Nov 16/2005	6208 Lawyer: 1.10 Hrs X 195.00 Letter from Bailey re "emergency hearing"; letter to Judge Coltrane re same; email to clients; conference with Andy Corriveau	PKB - Pamela K. Bla	1.10	214.50	803	Billed
Nov 28/2005	6226 Lawyer: 0.25 Hrs X 175.00 Letter from Judge Coltrane; conference with counsel	JEN - John E. North	0.25	43.75	803	Billed
Dec 5/2005	6279 Lawyer: 0.25 Hrs X 175.00 Letter from Atty. Bailey; Review of Order; Letter to Judge Coltrane.	JEN - John E. North	0.25	43.75	822	Billed
Dec 19/2005	6310 Lawyer: 0.25 Hrs X 175.00 Review of Order; Letter to Atty. Bailey.	JEN - John E. North	0.25	43.75	822	Billed
Jan 24/2006	6415 Lawyer: 0.50 Hrs X 175.00 Review of Order on Motion for Summary Judgment; Meeting with counsel regarding course.	JEN - John E. North	0.50	87.50	822	Billed
Jan 24/2006	6485 Lawyer: 1.10 Hrs X 100.00 Review of Order; conference with co-counsel; email to clients	PKB - Pamela K. Bla	1.10	110.00	822	Billed
Jan 25/2006	6367 Lawyer: 1.90 Hrs X 100.00 Conference with co-counsel re course; legal research re transfer of dockets; various emails from client and response re course; legal research re	PKB - Pamela K. Bla	1.90	190.00	822	Billed
Feb 1/2006	6451 Lawyer: 0.50 Hrs X 175.00 E-mail from Bob Cullen; Conference with counsel regarding course; E-mail to Bob Cullen.	JEN - John E. North	0.50	87.50	866	Billed
Feb 3/2006	6512 Lawyer: 0.50 Hrs X 175.00 E-mail from Bob Cullen; Phone to Atty. Bailey; Conference with co-counsel regarding course.	JEN - John E. North	0.50	87.50	866	Billed
Feb 13/2006	6536 Lawyer: 0.25 Hrs X 175.00 E-mail to Atty. Bailey regarding transfer to jury trial roster.	JEN - John E. North	0.25	43.75	866	Billed
Feb 14/2006	6572 Lawyer: 1.00 Hrs X 175.00 E-mail from Atty. Bailey; Review of case authority; Letter to Atty. Bailey regarding trial of law claims.	JEN - John E. North	1.00	175.00	866	Billed
Feb 22/2006	6583 Lawyer: 1.25 Hrs X 175.00 E-mails from Bob Cullen; Analysis of course; Review of correspondence to Atty. Bailey; E-mail to clients regarding same; E-mail from and to Bob Cullen.	JEN - John E. North	1.25	218.75	866	Billed
Feb 23/2006	6586 Lawyer: 1.00 Hrs X 175.00 E-mail from and to Bob Cullen; Meeting with counsel regarding course; E-mail to clients regarding meeting and course.	JEN - John E. North	1.00	175.00	866	Billed
Feb 24/2006	6600 Lawyer: 0.50 Hrs X 175.00 Conference with Bob Cullen regarding status and course.	JEN - John E. North	0.50	87.50	866	Billed

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Date	Entry#	Fee / Time Explanation	Hours	Amount	Inv#	Status
	6603	E-mails from Bob Cullen; E-mail to Bob; Meeting with counsel.				
Feb 28/2006	6607	Lawyer: 3.50 Hrs X 175.00 E-mail from and to Bob Cullen; Review of correspondence and notes regarding meeting topics and issues; Meeting with counsel regarding meeting issues; Conference with Atty. Bailey regarding jury trial; receiver, and settlement options; Meeting with clients regarding same.	3.50	612.50	866	Billed
Mar 2/2006	6664	Lawyer: 1.25 Hrs X 175.00 Phone call from Bob Cullen; Phone call to Atty. Bailey; Negotiation with Atty. Bailey; Conference with Bob Cullen.	1.25	218.75	866	Billed
Mar 3/2006	6667	Lawyer: 0.50 Hrs X 175.00 E-mails from and to Bob Cullen; Conference with Bob regarding status; potential settlement terms and course.	0.50	87.50	866	Billed
Mar 13/2006	6694	Lawyer: 1.75 Hrs X 175.00 Phone call to Atty. Bailey; E-mail from and to Atty. Bailey; E-mail to clients; Preparation of Consent to Settlement; E-mail to Bob Cullen regarding same; E-mail from Andy; Negotiations with Atty. Bailey regarding terms of settlement; Phone call to Andy regarding same.	1.75	306.25	866	Billed
Mar 16/2006	6718	Lawyer: 2.75 Hrs X 175.00 E-mail from and to Joel Bailey; Phone call to Joel Bailey; E-mail to clients; E-mail from and to Andy; Review of Covenants; Analysis of settlement structures; Negotiation with Joel Bailey; E-mail to clients.	2.75	481.25	866	Billed
Mar 20/2006	6723	Lawyer: 3.75 Hrs X 175.00 Review of Covenants; Analysis of potential settlement terms; E-mail from and to Andy; Meeting with counsel regarding settlement terms and obstacles; Draft of settlement agreement terms.	3.75	656.25	866	Billed
Mar 21/2006	6727	Lawyer: 3.25 Hrs X 175.00 Meeting with counsel regarding format of settlement; Review of and revision of Settlement Agreement; Review of Covenants regarding obstacles; Revision of agreement.	3.25	568.75	866	Billed
Mar 22/2006	6728	Lawyer: 2.75 Hrs X 175.00 Review of files; Preparation for meeting; Travel to and meeting with Joel Bailey; Review of notes; Revision of draft agreement; E-mail to Joel Bailey; E-mail to clients.	2.75	481.25	866	Billed
Mar 25/2006	6746	Lawyer: 2.00 Hrs X 175.00 Review of e-mails from Bob and Andy regarding settlement terms; Letter to clients regarding same; Revision of draft agreement.	2.00	350.00	866	Billed
Mar 27/2006	6750	Lawyer: 0.75 Hrs X 175.00 E-mail from and to Andy; Revision of letter to clients regarding settlement terms.	0.75	131.25	866	Billed
Mar 29/2006	6755	Lawyer: 1.25 Hrs X 175.00 E-mail from and to Bob Cullen; E-mail from and to Andy; E-mail to Plaintiffs regarding responses to inquiries; E-mail from and to Joel Bailey and Plaintiffs.	1.25	218.75	866	Billed
Mar 30/2006	6760	Lawyer: 0.75 Hrs X 175.00 E-mails from and to Bob Cullen, Andy Corriveau and John Caldwell.	0.75	131.25	866	Billed
Apr 4/2006	6783	Lawyer: 0.25 Hrs X 175.00 E-mail from Bob Cullen; E-mail to Atty. Bailey.	0.25	43.75	878	Billed
Apr 5/2006	6826	Lawyer: 0.75 Hrs X 175.00 E-mail from Andy regarding POA lawsuits and Gazette information; Phone call to Andy regarding same; Phone call from John Worley.	0.75	131.25	878	Billed
Apr 19/2006	6853	Lawyer: 2.50 Hrs X 175.00 Review of rosters; Conference with Atty.	2.50	437.50	878	Billed

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Date	Fee / Time	Working Lawyer	Hours	Amount	Inv#	Si
Entry#	Explanation					Status
	covenants; Draft of redline changes; E-mail to plaintiffs; Negotiations with Atty. Bailey.					
Apr 10/2006	6961 Lawyer: 2.75 Hrs X 175.00	JEN - John E. North	2.75	481.25	879	Billed
	Review of plaintiff responses to settlement proposal; Review of covenants; Draft of proposed revisions; Letter to Atty. Bailey regarding same.					
Apr 18/2006	6979 Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	879	Billed
	Review of responses from Pearson, Bob Cullen and Andy Corriveau; Meeting with counsel regarding course.					
May 1/2006	6961 Lawyer: 2.50 Hrs X 175.00	JEN - John E. North	2.50	437.50	901	Billed
	Phone call from Atty. Bailey; E-mail from Bob Cullen; Review of rosters; Phone call to Atty. Bailey; E-mails from and to Atty. Bailey; Conference with Bob Cullen; Review of exhibits for plats and deed of common areas; Meeting with Bob Cullen regarding same; Negotiations with Atty. Bailey.					
May 2/2006	6964 Lawyer: 4.50 Hrs X 175.00	JEN - John E. North	4.50	787.50	901	Billed
	Review of trial exhibits; Preparation for settlement conference; E-mail from Bob Cullen; Conference with Andy Corriveau; Review of documents regarding settlement; Outline of issues and positions; Negotiations with Atty. Bailey.					
May 3/2006	6969 Lawyer: 6.00 Hrs X 175.00	JEN - John E. North	6.00	1050.00	901	Billed
	Review of files; Preparation for settlement conference; Meeting with Bob Cullen; Meeting with Atty. Bailey, McNeal, Porter, Webb and Bob Cullen; Meeting with Bob regarding status and course; Phone call to Atty. Bailey regarding outstanding issues.					
May 4/2006	6978 Lawyer: 0.75 Hrs X 175.00	JEN - John E. North	0.75	131.25	901	Billed
	Review of notes of settlement conference; Outline of course.					
May 15/2006	6996 Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	901	Billed
	Conference with Bob Cullen; Review of mediation notes; Negotiations with Atty. Bailey; Conference with Andy Corriveau.					
May 19/2006	7012 Lawyer: 2.25 Hrs X 175.00	JEN - John E. North	2.25	393.75	901	Billed
	Review of mediation notes and client correspondence; Outline of terms of settlement; Work on revisions to agreement.					
May 22/2006	7015 Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25	901	Billed
	Review of and revision of draft agreement; Negotiations with Atty. Bailey.					
May 24/2006	7025 Lawyer: 2.75 Hrs X 175.00	JEN - John E. North	2.75	481.25	901	Billed
	Review of and revision of Settlement Agreement; E-mail to Bob and Andy regarding same; Negotiations with Atty. Bailey.					
May 25/2006	7028 Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00	901	Billed
	Review of revisions from Bob; Phone call to Bob; E-mail to Bob; Phone call to Andy; E-mail to Judge Coltrane; E-mail to Atty. Bailey.					
May 26/2006	7033 Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50	901	Billed
	Conference with Bob regarding proposed revisions; Review of e-mail from Andy with proposed revisions; Draft of revisions to agreement; Phone call to Andy; E-mail to Bob Cullen regarding draft agreement.					
Jun 5/2006	7118 Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50	920	Billed
	Conference with Bob Cullen regarding status and course; Conference with Andy regarding proposed revisions; E-mail to plaintiffs regarding same; Review of Agreement; Phone call to Atty. Bailey.					
Jun 6/2006	7127 Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	920	Billed
	E-mail to Bob Cullen.					
Jun 8/2006	7129 Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	920	Billed
	E-mail from Bob Cullen; Review of Michael Pearson comments; Review of Settlement					

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Date	Fee / Time	Hours	Amount	Invt	Status
Entry#	Explanation				
Jun 13/2006	Lawyer: 0.50 Hrs X 175.00 7138 E-mails from Andy; E-mail from Bob Cullen; Phone call to Atty. Bailey.	JEN - John E. North 0.50	87.50	920	Billed
Jun 15/2006	Lawyer: 1.00 Hrs X 175.00 7154 Conference with Bob Cullen; Meeting with Bob regarding removal of trees and location of proposed lots; E-mail to Atty. Bailey regarding same.	JEN - John E. North 1.00	175.00	920	Billed
Jun 16/2006	Lawyer: 0.25 Hrs X 175.00 7160 Review of e-mail and attachments; Conference with Bob Cullen regarding new plats and tree removal.	JEN - John E. North 0.25	43.75	920	Billed
Jun 19/2006	Lawyer: 3.25 Hrs X 175.00 7140 Meeting with Bob Cullen regarding new Ratcliff plat; Review of subdivision ordinances; Phone call to Linds Bridges; Phone call to Atty. Bailey; Outline of subdivision deficiencies; Review of trial docket.	JEN - John E. North 3.25	568.75	920	Billed
Jun 20/2006	Lawyer: 1.50 Hrs X 175.00 7145 E-mail from Bob Cullen; E-mail to plaintiffs regarding jury trial issues, new lots and terms of Settlement Agreement; E-mail from and to Bob Cullen; Meeting with counsel regarding course.	JEN - John E. North 1.50	262.50	920	Billed
Jun 21/2006	Lawyer: 0.50 Hrs X 175.00 7164 E-mails from and to Bob Cullen and Andy Corriveau regarding settlement terms and objectives; Conference with counsel regarding course.	JEN - John E. North 0.50	87.50	920	Billed
Jun 23/2006	Lawyer: 0.25 Hrs X 175.00 7169 E-mail to Atty. Bailey.	JEN - John E. North 0.25	43.75	920	Billed
Jun 26/2006	Lawyer: 0.75 Hrs X 175.00 7149 Phone call to Atty. Bailey; Review of real estate records for Structural Images transfers.	JEN - John E. North 0.75	131.25	920	Billed
Jun 27/2006	Lawyer: 3.00 Hrs X 175.00 7153 Phone call to Atty. Bailey; Phone call to Linda Bridges; Conference with Ms. Bridges; Phone calls to RMC personnel; Investigation of Phase II Ratcliff Subdivision; Investigation of Phase II transfers and transactions with Fender and Ratcliff.	JEN - John E. North 3.00	525.00	920	Billed
Jun 28/2006	Lawyer: 0.50 Hrs X 175.00 7172 E-mails from Andy; Conference with Andy regarding course; E-mail to Atty. Bailey.	JEN - John E. North 0.50	87.50	920	Billed
Jun 29/2006	Lawyer: 0.25 Hrs X 175.00 7181 Conference with Bob Cullen regarding status and course; Conference with counsel regarding same.	JEN - John E. North 0.25	43.75	920	Billed
Jul 3/2006	Lawyer: 0.50 Hrs X 175.00 7244 E-mail from and to Atty. Bailey.	JEN - John E. North 0.50	87.50	936	Billed
Jul 5/2006	Lawyer: 0.25 Hrs X 175.00 7245 E-mails from and to Bob Cullen.	JEN - John E. North 0.25	43.75	936	Billed
Jul 6/2006	Lawyer: 2.75 Hrs X 175.00 7248 Conference with Court regarding scheduling of trial; Conference with Atty. Bailey; Memo to file; E-mails from and to Bob Cullen; Conference call with Bob and Andy regarding course; Conference with Court regarding scheduling; Review of Ratcliff plat; Analysis of deficiencies.	JEN - John E. North 2.75	481.25	936	Billed
Jul 7/2006	Lawyer: 3.25 Hrs X 175.00 7249 E-mail from and to Andy; Phone call to John Worley regarding Ratcliff plat; Conference with John Worley regarding case background and factual basis for claims; Phone call to Court regarding scheduling; Phone call to John Worley; Negotiations with Atty. Bailey regarding terms of settlement; E-mail to Atty. Bailey; Conferences with staff regarding trial setting; E-mail to Atty. Bailey and clients regarding same.	JEN - John E. North 3.25	568.75	936	Billed
Jul 11/2006	Lawyer: 3.25 Hrs X 175.00	JEN - John E. North 3.25	568.75	936	Billed

0840

Date	Fee / Time		Hours	Amount	Inv#	Bi
Entry#	Explanation					Status
	with Port Royal Town council members; Travel to Andy's residence and meeting with clients and council members.					
Jul 14/2006	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	936	Billed
7397	Email from and to Andy Corriveau; email from and to Bob Cullen					
Jul 17/2006	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	936	Billed
7305	Email from and to Bob Cullen					
Jul 19/2006	Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50	936	Billed
7316	Email from Bailey; email to clients re rejection of settlement proposal; email from and to Bob Cullen; conference with counsel re course					
Aug 3/2006	Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50	957	Billed
7397	E-mail from and to Bob Cullen; E-mails from and to Bob Cullen regarding declaratory judgment action; Review of Pearson e-mails; E-mails with clients regarding declaratory judgment; Conference with Bob Cullen regarding same.					
Aug 8/2006	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00	957	Billed
7411	Phone call to Judge Coltrane regarding trial dates; E-mail to Atty. Bailey regarding same; E-mail to clients regarding same; E-mails from clients regarding scheduling.					
Aug 10/2006	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00	957	Billed
7417	E-mails from and to clients regarding denial of zoning change and course regarding settlement; Review of plats regarding buffer area; Respond to Bob Cullen inquiry regarding same; Review of e-mails from, to and between clients.					
Aug 11/2006	Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50	957	Billed
7424	Review of e-mails regarding strategy, position, and course; E-mail from Atty. Bailey; Negotiations with Atty. Bailey; Phone call to Court; E-mail to Plaintiffs regarding status.					
Aug 22/2006	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	957	Billed
7459	Phone call to Atty. Bailey.					
Aug 25/2006	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	957	Billed
7471	E-mail from and to Bob Cullen regarding updated discovery and status.					
Aug 30/2006	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	957	Billed
7487	Phone call to Atty. Bailey; E-mail to Atty. Bailey.					
Aug 31/2006	Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50	957	Billed
7492	E-mail from Bob Cullen; E-mail to Bob and Andy regarding recommendations and course; Phone call from Judge Coltrane's office regarding trial setting; Phone call to Atty. Bailey regarding same.					
Sep 5/2006	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50	978	Billed
7497	Conference with Atty. Bailey's staff; E-mail from Bob Cullen.					
Sep 12/2006	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75	978	Billed
7580	E-mail from and to Michael Pearson; E-mail from and to Andy.					
Sep 13/2006	Lawyer: 1.25 Hrs X 175.00	JEN - John E. North	1.25	218.75	978	Billed
7589	Outline of document production topics; E-mail to counsel regarding same; Review of files regarding additional required documents and witness designations; E-mail from Michael Pearson.					
Sep 14/2006	Lawyer: 2.50 Hrs X 175.00	PKB - Pamela K. Bla	2.50	437.50	978	Billed
7550	Prepare additional discovery requests; letter to attorney Bailey re supplementing former discovery requests; review of plaintiff's responses re necessary updates					
Sep 14/2006	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00	978	Billed
7593	Review of and revision of discovery requests; Letter to Atty. Bailey.					
Sep 25/2006	Lawyer: 1.50 Hrs X 175.00	PKB - Pamela K. Bla	1.50	262.50	978	Billed
7633	Review depositions and prepare trial					

0841

Date	Fee / Time	Entry#	Explanation	Hours	Amount	Inv#	Status
Sep 16/2006	Lawyer: 0.90 Hrs X 175.00	7814	conference with Bob Cullen re trial issues; email to Bailey	0.90	157.50	978	Billed
Sep 22/2006	Lawyer: 0.25 Hrs X 175.00	7833	Conference with sheriff re service; instructions to paralegal; letter to Bailey; letter to sheriff	0.25	43.75	995	Billed
Oct 15/2006	Lawyer: 3.25 Hrs X 175.00	7817	Phone call to Joel Bailey.	3.25	568.75	995	Billed
Oct 16/2006	Lawyer: 0.90 Hrs X 175.00	7812	Review of pleadings, briefs and evidence regarding Summary Judgment Motions; Outline of trial issues and evidence.	0.90	157.50	995	Billed
Oct 16/2006	Lawyer: 3.25 Hrs X 175.00	7819	Review of Defendants' discovery responses and conference with co-counsel re same	3.25	568.75	995	Billed
Oct 17/2006	Lawyer: 1.20 Hrs X 175.00	7814	Phone call to Joel Bailey; Meeting with Cooter Ramsey; E-mail to Joel Bailey; Review of discovery responses; Review of Order to Compel Discovery; E-mail to Joel Bailey regarding document production.	1.20	210.00	995	Billed
Oct 17/2006	Lawyer: 5.50 Hrs X 175.00	7836	Preparation of Motion to Compel; conference with co-counsel re trial preparation	5.50	962.50	995	Billed
Oct 18/2006	Lawyer: 6.25 Hrs X 175.00	7839	Preparation for trial; E-mails from and to Andy Corriveau; Review of and revision of Motion to Compel; Negotiations with Atty. Bailey regarding discovery and resolution of issues; Preparation for trial.	6.25	1093.75	995	Billed
Oct 19/2006	Lawyer: 7.25 Hrs X 175.00	7840	Review of depositions; Preparation for trial; E-mail from Atty. Bailey regarding settlement proposal; E-mail to Andy regarding same.	7.25	1268.75	995	Billed
Oct 20/2006	Lawyer: 5.75 Hrs X 175.00	7859	Conference with Andy; Preparation for trial; Phone call to Atty. Bailey; Preparation of Motion.	5.75	1006.25	995	Billed
Oct 23/2006	Lawyer: 1.75 Hrs X 175.00	7863	Review of return of subpoenas; email from Judge Cotrone; phone call to Bailey; conference with Andy; conferences with court and Bailey's office; negotiations with Bailey; email to Judge Coltrane; email to clients; review of previous settlement proposals; analysis of positions and solutions	1.75	306.25	995	Billed
Oct 24/2006	Lawyer: 0.25 Hrs X 175.00	7869	Phone call to Linda Bridges; phone call to Lloyd Denny; phone call to Cooter Ramsey; letter to sheriff re subpoenas; letter to each of witnesses subpoenas; email to Bailey re supplemental document production	0.25	43.75	995	Billed
Oct 25/2006	Lawyer: 2.50 Hrs X 175.00	7870	Conference with Judge Coltrane's staff.	2.50	437.50	995	Billed
Oct 27/2006	Lawyer: 1.50 Hrs X 175.00	7879	Conference with Linda Bridges regarding document production; Letter from Judge Coltrane; Review of Order; Letter from Michael Pearson; Conference with counsel regarding position and response; E-mail to Pearson and plaintiffs.	1.50	262.50	995	Billed
Oct 30/2006	Lawyer: 0.50 Hrs X 175.00	7894	Phone call from Lloyd Denny regarding facts; Memo to file regarding same; Letter from Michael Pearson regarding representation; E-mail to plaintiffs; E-mail to Pearson; Conference with counsel.	0.50	87.50	995	Billed
Oct 31/2006	Lawyer: 1.75 Hrs X 175.00		Phone call to Bailey re supplemental document production; conference with Andy Corriveau re Pearson withdrawal	1.75	306.25	995	Billed

0842

Date	Fee / Time	Working Lawyer	Hours	Amount	Invt	Status
Entry#	Explanation					
Jan 22/2007	Lawyer: 4.50 Hrs X 175.00 1096 Review of deposition of Porter; outline of admissions and trial testimony; emails with clients re scheduling	JEN - John E. North	4.50	787.50	1057	Billed
Jan 23/2007	Lawyer: 4.25 Hrs X 175.00 8297 Review of deposition of McNeal; outline of admissions and trial testimony; review of pleadings; emails from and to Bailey re discovery Order and scope of trial	JEN - John E. North	4.25	743.75	1057	Billed
Jan 24/2007	Lawyer: 4.75 Hrs X 175.00 8336 Emails from and to Bailey re bifurcation of trial; review of depositions of Caldwell and Hucks; outline of witness preparation topics	JEN - John E. North	4.75	831.25	1057	Billed
Jan 25/2007	Lawyer: 3.75 Hrs X 175.00 2300 Outline of facts and issues for trial; outline of opening statement; analysis of cross examination of Plaintiffs and rebuttal evidence	JEN - John E. North	3.75	656.25	1057	Billed
Jan 26/2007	Lawyer: 3.10 Hrs X 175.00 8337 Work on trial preparation matters	PKB - Pamela K. Bla	3.10	542.50	1057	Billed
Jan 26/2007	Lawyer: 4.25 Hrs X 175.00 8338 Review of pleadings; phone call to Bailey re stipulated facts; drafting of proposed stipulated facts; review of Exhibits re same; email to Bailey re same; preparation for trials	JEN - John E. North	4.25	743.75	1057	Billed
Jan 27/2007	Lawyer: 6.25 Hrs X 175.00 8310 Review of depositions and exhibits; preparation for trial	JEN - John E. North	6.25	1093.75	1057	Billed
Jan 28/2007	Lawyer: 7.00 Hrs X 175.00 8213 Work on trial preparation matters including Trial Brief; brief re right to jury trial; brief re no entitlement to attorney fees	PKB - Pamela K. Bla	7.00	1225.00	1057	Billed
Jan 28/2007	Lawyer: 7.25 Hrs X 175.00 8311 Outline of Porter trial testimony; outline of McNeal testimony; emails with Bailey re discovery; review of and revision of memo re jury trial; email to Clark and court re same; email to clients re same; meeting with counsel re evidence	JEN - John E. North	7.25	1268.75	1057	Billed
Jan 29/2007	Lawyer: 6.00 Hrs X 175.00 8222 Work on trial preparation, including review of new documents and information; preparation of trial brief and exhibits, and related matters	PKB - Pamela K. Bla	6.00	1050.00	1057	Billed
Jan 29/2007	Lawyer: 14.00 Hrs X 175.00 8313 Conference with attorney Estes; review of Plaintiff depositions; preparation for trial; meeting with each Plaintiff re trial issues and testimony; review of Supplemental discovery responses; emails re same; analysis of rebuttal testimony; work on trial brief	JEN - John E. North	14.00	2450.00	1057	Billed
Jan 30/2007	Lawyer: 9.00 Hrs X 175.00 8223 Preparation of Motion to Compel; assist with various trial preparation matters	PKB - Pamela K. Bla	9.00	1575.00	1057	Billed
Jan 30/2007	Lawyer: 13.50 Hrs X 175.00 8314 Review of witness depositions; outline of trial testimony; revisions to opening statement; preparation for trial; work on motion to compel and to show cause; revisions to trial brief; preparation for trial	JEN - John E. North	13.50	2362.50	1057	Billed
Jan 31/2007	Lawyer: 3.90 Hrs X 175.00 8225 Assist in trial preparation matters	PKB - Pamela K. Bla	3.90	682.50	1057	Billed
Jan 31/2007	Lawyer: 8.75 Hrs X 175.00 8340 Review of files and preparation for trial; travel to Court House and presentation of arguments; meeting with clients; conferences and emails re course; email to Judge Coltrane; preparation for trial; email from Judge Coltrane re trial setting; preparation for deposition of Porter	JEN - John E. North	8.75	1531.25	1057	Billed
Feb 1/2007	Lawyer: 8.25 Hrs X 175.00	JEN - John E. North	8.25	1443.75		Unbilled

0843

Date	Fee / Time	Working Lawyer	Hours	Amount	Inv#	Status
Entry#	Explanation					
	for Porter deposition; taking of Porter deposition; review of correspondence from Bailey re jury roster; review of files re same; letter to Clerk of Court re objection to transfer to jury roster					
Feb 2/2007	Lawyer: 6.25 Hrs X 175.00	JEN - John E. North	6.25	1093.75		Unbilled
8390	Email to Bailey; review of Porter testimony; outline of options to Plaintiffs; email to Judge Cotrone re trial setting; meeting with Bob and Andy re course					
Feb 5/2007	Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50		Unbilled
8399						
Feb 6/2007	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00		Unbilled
8405	Email from and to Judge Kinard re hearing; review of Supplemental Discovery responses from Defendants; emails from counsel re hearing					
Feb 7/2007	Lawyer: 1.10 Hrs X 175.00	PKB - Pamela K. Bla	1.10	192.50		Unbilled
8363	Conference with co-counsel re status and course, issues presented and strategy with Administrative Judge Kinnard					
Feb 9/2007	Lawyer: 5.00 Hrs X 175.00	JEN - John E. North	5.00	875.00		Unbilled
8416	Letter from Bailey; review of additional supplemental discovery responses					
Feb 12/2007	Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50		Unbilled
8421	Meeting with counsel re jury trial issues; brief, and course; emails to and from clients					
Feb 13/2007	Lawyer: 2.25 Hrs X 175.00	JEN - John E. North	2.25	393.75		Unbilled
8428	Review of and revisions to Memorandum on jury trial issues; preparation of oral argument					
Feb 14/2007	Lawyer: 2.25 Hrs X 175.00	JEN - John E. North	2.25	393.75		Unbilled
8429	Travel to courthouse and appearance at status conference; phone call to Bailey re stipulations; emails to and from clients					
Feb 15/2007	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50		Unbilled
8433	Emails from and to clients					
Feb 16/2007	Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25		Unbilled
8458	Review of Porter foreclosure Complaint; conference with Chase counsel re Porter sale of real estate and liens; email to and from Chase counsel; review tax lien; emails to clients					
Feb 19/2007	Lawyer: 0.90 Hrs X 175.00	PKB - Pamela K. Bla	0.90	157.50		Unbilled
8434	Emails and telephone call with Bob Cullen					
Feb 20/2007	Lawyer: 0.70 Hrs X 175.00	PKB - Pamela K. Bla	0.70	122.50		Unbilled
8452	Lengthy conference with Cullen re status and course					
Feb 21/2007	Lawyer: 2.50 Hrs X 175.00	JEN - John E. North	2.50	437.50		Unbilled
8466	Review of file; preparation for hearing; status conference with Judge Mullen; email to clients re trial setting; emails to Judge and counsel re alternative dates					
Feb 22/2007	Lawyer: 0.80 Hrs X 175.00	PKB - Pamela K. Bla	0.80	140.00		Unbilled
8455						
Feb 22/2007	same					
8484	Email from Bob Cullen; email from Andy;	JEN - John E. North	2.25	393.75		Unbilled
Feb 24/2007	Lawyer: 1.00 Hrs X 175.00	JEN - John E. North	1.00	175.00		Unbilled
8491	Review of Defendants; Supplemental discovery responses; review of Porter foreclosure action; email to attorney Kiser re Amended Complaint					
Feb 26/2007	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75		Unbilled
8496	Phone call to Linda Bridges re trial date					
Feb 27/2007	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50		Unbilled
8500	Email from and to Bailey; phone call to and					

0844

Date	Fee / Time	Working Lawyer	Hours	Amount	Inv#	Bil Status
Entry#	Explanation					
8579	Investigation of foreclosure proceedings; email to clients re same; emails to Bob Cullen re trial; review of trial notes					
Mar 3/2007	Lawyer: 0.50 Hrs X 175.00	JEN - John E. North	0.50	87.50		Unbilled
8593	Emails from and to Bob Cullen re trial dates and Porter foreclosures					
Mar 12/2007	Lawyer: 1.50 Hrs X 175.00	JEN - John E. North	1.50	262.50		Unbilled
8582	Email from and to Andrea Hucks re scheduling; phone call fro Bob Cullen' meeting with Bob Cullen; review of foreclosure pleadings					
Mar 13/2007	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75		Unbilled
8587	Emails fro and to Andrea Hucks					
Mar 13/2007	Lawyer: 0.25 Hrs X 175.00	JEN - John E. North	0.25	43.75		Unbilled
8676	Email from and to Judge Mullen's staff					
Mar 15/2007	Lawyer: 3.25 Hrs X 175.00	JEN - John E. North	3.25	568.75		Unbilled
8623	Letter from Bailey; review of Supplemental discovery responses; review of Supplemental document production; analysis of purported Supplemental Covenants; meeting with counsel re new factual and legal issues; email from law clerk					
Mar 16/2007	Lawyer: 1.75 Hrs X 175.00	JEN - John E. North	1.75	306.25		Unbilled
8632	Review of Supplemental Covenantal; comparison to original Covenants; analysis of ramifications; conference with counsel re same					
Mar 19/2007	Lawyer: 6.25 Hrs X 175.00	JEN - John E. North	6.25	1093.75		Unbilled
8651	Review of Supplemental Covenants; conference with Bob Cullen re same; emails from and to clients re same; review of documents; preparation for trial; email from Bailey; schedule hearing					
Mar 20/2007	Lawyer: 1.20 Hrs X 175.00	PKB - Pamela K. Bla	1.20	210.00		Unbilled
8613	Investigation re Porter bankruptcy and other matters; conference with co-counsel re strategy re new information					
Mar 20/2007	Lawyer: 6.75 Hrs X 175.00	JEN - John E. North	6.75	1181.25		Unbilled
8655	Emails from and to Bob Cullen; phone call to Bailey; review of witness files; preparation for trial; preparation of Motion for Discovery; preparation for trial					
Mar 21/2007	Lawyer: 10.00 Hrs X 175.00	PKB - Pamela K. Bla	10.00	1750.00		Unbilled
8637	Work on trial preparation, including trial brief					
Mar 21/2007	Lawyer: 7.50 Hrs X 175.00	JEN - John E. North	7.50	1312.50		Unbilled
8658	Review of files and preparation for trial; emails to and from counsel and court re hearing; preparation for trial					
Mar 22/2007	Lawyer: 2.20 Hrs X 175.00	PKB - Pamela K. Bla	2.20	385.00		Unbilled
8638	Work on trial preparation matters					
Mar 22/2007	Lawyer: 4.25 Hrs X 175.00	JEN - John E. North	4.25	743.75		Unbilled
8660	Emails from counsel and court re hearing; preparation for hearing; preparation for trial					
Mar 23/2007	Lawyer: 10.00 Hrs X 175.00	PKB - Pamela K. Bla	10.00	1750.00		Unbilled
8640	Complete trial brief; preparation of Consent and Agreement re Ratcliff; prepare and serve subpoenas on Ratcliff and Tedder					
Mar 23/2007	Lawyer: 12.50 Hrs X 175.00	JEN - John E. North	12.50	2187.50		Unbilled
8662	Travel to Courthouse and appearance on Motion for Discovery; emails to Tedder, Bailey and Merrifield re Ratcliff and JBB Holdings, LLC; meeting with William Gray re potential testimony; outline of subpoena requirements; review of and revisions to Trial Brief; email to Judge Mullen re same; meeting with counsel re course (9:30 pm)					
Mar 24/2007	Lawyer: 8.75 Hrs X 175.00	JEN - John E. North	8.75	1531.25		Unbilled
8663	Review of witness files; preparation for trial					
Mar 25/2007	Lawyer: 4.10 Hrs X 175.00	PKB - Pamela K. Bla	4.10	717.50		Unbilled
8645	Prepare briefs on various trial matters including admissibility of Ruth testimony,					

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Mar 30/2007

North & Black, PC
Client Fees Listing
To Mar 30/2007
Working Lawyer

Page

Date	Entry#	Fee / Time Explanation	Working Lawyer	Hours	Amount	Inv#	Status
Mar 26/2007	8644	Lawyer: 4.90 Hrs X 175.00 Work on trial preparation matters	PKB - Pamela K. Bla	4.90	857.50		Unbilled
Mar 26/2007	8666	Lawyer: 13.75 Hrs X 175.00 Review of Notes and Exhibits; conference with Bob Cullen re client Preparation of; review of and revisions to pre-trial brief; review of depositions and preparation of witness testimony; (11:00pm)	JEN - John E. North	13.75	2406.25		Unbilled
Mar 27/2007	8647	Lawyer: 8.00 Hrs X 175.00 Work on trial preparation	PKB - Pamela K. Bla	8.00	1400.00		Unbilled
Mar 28/2007	8669	Lawyer: 6.90 Hrs X 175.00 Various trial assistance matters	PKB - Pamela K. Bla	6.90	1207.50		Unbilled
Mar 29/2007	8688	Lawyer: 3.90 Hrs X 175.00 Prepare Affidavit and supporting documentation re fees; legal research re	PKB - Pamela K. Bla	3.90	682.50		Unbilled
				Unbilled:	168.45	29478.75	
				Billed:	693.45	119982.75	
				Total:	861.90	149461.50	
				Percent Billed:	80.46	80.28	

*** Summary by Working Lawyer ***

Working Lawyer	Hours				Fees			
	Unbilled Firm %	Billed Firm %	Total % Bld		Unbilled Firm %	Billed Firm %	Total % Bld	
JEN - John E.	113.75 67.53	567.00 81.77	680.75 83.29		19906.25 67.53	99250.00 82.72	119156.25 83.29	
PKB - Pamela K	54.70 32.47	116.45 16.79	171.15 68.04		9572.50 32.47	20182.75 16.82	29755.25 67.83	
Para - Paralega	0.00 0.00	10.00 1.44	10.00 100.00		0.00 0.00	550.00 0.46	550.00 100.00	
Firm Total	168.45 100.00	693.45 100.00	861.90 80.46		29478.75 100.00	119982.75 100.00	149461.50 80.28	

*** Summary by Responsible Lawyer ***

Responsible Lawyer	Hours				Fees			
	Unbilled Firm %	Billed Firm %	Total % Bld		Unbilled Firm %	Billed Firm %	Total % Bld	
JEN - John E.	168.45 100.00	693.45 100.00	861.90 80.46		29478.75 100.00	119982.75 100.00	149461.50 80.28	
Firm Total	168.45 100.00	693.45 100.00	861.90 80.46		29478.75 100.00	119982.75 100.00	149461.50 80.28	

REPORT SELECTIONS

Report: Client Fees Listing
Layout Template: All
Requested by: ADMIN
Finished: Friday, March 30, 2007 at 09:19:30 AM
Date Range: To Mar 30/2007
Matters: Easement
Clients: All
Major Clients: All
Responsible Lawyer: All
Introducing Lawyer: All
Assigned Lawyer: All
Type of Law: All
Sort by Resp Lawyer: No
New Page for Each Lawyer: No
Select From: Active, Inactive Matters
Ver: 6.21b

Totals Only: No
Firm Totals Only: No
Entries Shown - Billed Only: Yes
Entries Shown - Unbilled: Yes
Entries Shown - Billable Tasks: Yes
Entries Shown - Non Billable Tasks: Yes
Working Lawyer: All

Matter #	Client Name	Description	Date	Ref#	Explanation	Amount Billed	
Easement							
		Wright's Point POA Easement Dispute					
		11/25/2003 00079 Advantage Title				129.00	Y
		12/31/2003 00094 copies				22.32	Y
		2/5/2004 00103 Register of Deeds - copies of plat				8.00	Y
		2/28/2004 00116 Westlaw				94.47	Y
		2/28/2004 00116 Westlaw				12.77	Y
		3/31/2004 00121 Clerk of Court - filing fee				100.00	Y
		3/31/2004 00125 Westlaw				56.22	Y
		3/31/2004 00126 Copies				15.00	Y
		4/7/2004 00127 Copies				32.55	Y
		5/3/2004 00134 Service fees - sheriff				45.00	Y
		6/17/2004 00156 Copies				75.00	Y
		7/12/2004 00162 Motion Fee				25.00	Y
		7/15/2004 00164 Motion Fee				25.00	Y
		~~8/18/2004 00166 Copies and document production expense~~				~~355.66~~	~~Y~~
		8/24/2004 00170 Copies - Beaufort County Register of Deeds				3.00	Y
		10/11/2004 00189 Copies				63.87	Y
		9/30/2004 00192 Westlaw				157.50	Y
		11/19/2004 00203 Motion Fee - Motion to Compel				25.00	Y
		11/30/2004 00208 November Westlaw				14.96	Y
		11/30/2004 00211 Deposition costs for Pearson, Corriveau, Cullen - Suzette R.				1207.80	Y
		2/9/2005 00237 Motion Fee				25.00	Y
		2/22/2005 00241 Motion fee - Bundy Compel				25.00	Y
		2/28/2005 00245 Copies				53.80	Y
		2/28/2005 00247 Westlaw				33.23	Y
		5/31/2005 00262 Westlaw Research				94.98	Y
		5/31/2005 00263 Paralegal time for review and bates stamping of document pro				467.50	Y
		6/30/2005 00268 Murrs Printing - copies				11.55	Y
		6/30/2005 00269 Copies (636); postage				96.00	Y
		6/30/2005 00270 Westlaw				193.37	Y
		7/5/2005 00272 UPS Store - Copies of document production				36.51	Y
		7/6/2005 00273 Copies - Murrs				34.55	Y
		7/13/2005 00275 Suzette Weiss - depo transcript				168.25	Y
		8/1/2005 00278 Suzette Weiss - Porter Deposition				1041.99	Y
		8/30/2005 00286 Asset Protection - Service on Fender				60.00	Y
		8/24/2005 00288 Witness Fee (Fender)				30.00	Y
		8/25/2005 00288 Witness Fee (Denny/Ratcliff)				60.00	Y
		8/30/2005 00288 Asset Protection Services (service fee)				50.00	Y
		9/6/2005 00289 Service fees - Ratcliff				199.00	Y
		9/8/2005 00294 Motion Fee - Summary Judgment and to Strike				50.00	Y
		9/8/2005 00295 BAM - copies of Newpoint covenants				25.00	Y
		9/14/2005 00300 Christine Smith - Court reporter - deposition of Fender				230.95	Y
		9/16/2005 00301 Murr's - plat copies				19.74	Y
		9/16/2005 00301 Staples - binders/tabs				70.73	Y
		9/26/2005 00303 Court Reporter (Denny & Ratcliff)				404.95	Y
		9/29/2005 00305 Westlaw research				657.41	Y
		9/16/2005 00308 Copies				45.99	Y
		10/10/2005 00309 Photocopies				16.65	Y
		10/20/2005 00310 Master's Fee				50.00	Y
		1/31/2006 00327 Westlaw research				23.92	Y
		2/28/2006 00330 Westlaw				23.15	Y
		7/31/2006 00349 Westlaw				7.58	Y
		7/31/2006 00351 Roster Fee				50.00	Y
		9/26/2006 00359 Beaufort County Sheriff service fee				105.00	Y
		9/26/2006 00359 Witness Fees				245.00	Y
		9/26/2006 00359 Copies				5.85	Y
		9/26/2006 00359 Postage				3.66	Y
		10/17/2006 00361 Motion Fee				25.00	Y
		10/17/2006 00361 Copies				8.25	Y
		10/17/2006 00362 Photocopies				5.70	Y
		10/17/2006 00362 Postage				5.25	Y
		11/8/2006 00367 Motion Fee - Motion to Withdraw				25.00	Y
		11/8/2006 00368 Postage				1.95	Y
		12/5/2006 00370 Copies				11.25	Y
		12/7/2006 00371 Copies - Murr's Printing				40.94	Y
		1/29/2007 00377 Witness Fee - Ratcliff				40.00	Y
		1/29/2007 00378 Witness Fee Porter				40.00	Y
		1/31/2007 00379 Trial Exhibits				214.50	Y
		2/13/2007 00384 Westlaw				478.36	N
		2/16/2007 00388 Rawy Swartz & Associates - Porter Deposition				256.05	N
		3/20/2007 00395 Motion Fee				25.00	N
		3/23/2007 00396 Witness Fee - Ratcliff				35.00	N

0847

Matter #	Client Name	Description	Date	Ref#	Explanation	Amount Bill	
			7/8/2005	00277	Photocopies	6.45	Y
			7/15/2005	00277	Photocopies	22.50	Y
			7/22/2005	00277	Photocopies	47.55	Y
			8/1/2005	00283	Photocopies	13.65	Y
			8/9/2005	00283	Photocopies	30.15	Y
			8/10/2005	00283	Photocopies	4.80	Y
			9/8/2005	00290	Photocopies - Bundy Appraisal	25.00	Y
			9/6/2005	00297	Photocopies	14.70	Y
			9/9/2005	00297	Photocopies	9.00	Y
			9/15/2005	00301	Photocopies	34.80	Y
Total Photocopies						349.30	
Total						8780.32	
Firm Total						8780.32	

REPORT SELECTIONS

Report: Disbursement Interest and Analysis
 Layout Template: All
 Requested by: ADMIN
 Finished: Friday, March 30, 2007 at 09:21:31 AM

Selection: Disbursement History Report
 Matters: Easement

Clients: All

Major Clients: All

Responsible Lawyer: All

Introducing Lawyer: All

Assigned Lawyer: All

Include Billed: Billed and unbilled

Type of Law: All

Show Totals Only: No

Select From: Active, Inactive Matters

Ver: 6.21b

Sort by Resp Lawyer: No
 New Page for Each Lawyer: No
 Calculate Interest: No
 Calc Interest To: 3/30/2007
 Include Paid: Paid and unpaid
 Interest Rate: 0.00
 Show Firm Totals: No

PLAINTIFFS
EXHIBIT
71

DATE	NAME	NUMBER	AMOUNT	CASH	PLATE	NO.
12	JOHN	101	10.00	10.00	101	101
13	JOHN	102	10.00	10.00	102	102
14	JOHN	103	10.00	10.00	103	103
15	JOHN	104	10.00	10.00	104	104
16	JOHN	105	10.00	10.00	105	105
17	JOHN	106	10.00	10.00	106	106
18	JOHN	107	10.00	10.00	107	107
19	JOHN	108	10.00	10.00	108	108
20	JOHN	109	10.00	10.00	109	109
21	JOHN	110	10.00	10.00	110	110
22	JOHN	111	10.00	10.00	111	111
23	JOHN	112	10.00	10.00	112	112
24	JOHN	113	10.00	10.00	113	113
25	JOHN	114	10.00	10.00	114	114
26	JOHN	115	10.00	10.00	115	115
27	JOHN	116	10.00	10.00	116	116
28	JOHN	117	10.00	10.00	117	117
29	JOHN	118	10.00	10.00	118	118
30	JOHN	119	10.00	10.00	119	119
31	JOHN	120	10.00	10.00	120	120

LOCATION MAP

BATTERY CREEK

DISCLAIMER

THE FLOOD HAZZARD DISTRICT LINE SHOWN ON THIS PLAT
IS TO MEET COUNTY REQUIREMENTS AND IS NOT TO BE USED
TO DETERMINE FLOOD ZONE INFORMATION. ONLY THE FEMA F.I.R.M.
CAN BE USED TO DETERMINE FLOOD ZONES.

DNHC-00RM CRITICAL LIMIT

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

**BELLEVUE
SUBDIVISION**

LOT MINIMUM REQUIREMENTS
FRONT SETBACK
SIDE YARD SETBACK
REAR SETBACK
CHFC--DCRM CRITICAL LINE

S.C. 117Y. 802

APPROVED (AS PLATTED HEREON)
THE SUPERVISOR PLAT SETS THE MEASUREMENTS OF THE
LOT OF POND 100121 SUPERVISOR'S CHALLENGE AND IS
HEREBY APPROVED FOR BEING DONE WITH THE RESPECT
COUNTY RECORDS OF DEEDS (COUNTY)
DATE OF PLANNING BOARD APPROVAL: 4/6/98
SIGNED BY: [Signature] 4/6/98
DATE: 4/6/98
IN WISCONSIN COUNTY AND PLANNING BOARD FILE NO.

PLAT SHOWING
WRIGHT'S POINT
PHASE I

PREPARED FOR: DENNETT L. McNEAL.
PORT ROYAL ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA.

DATE: 03/03/98

SCALE: 1" = 100'

DATE: 0906850 DRAWN BY: DESIG: 0/1

0810

CSG:

NOTES:

- NOTES:
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2.) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.
 - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 4.) THIS PROPERTY LIES IN FLOOD ZONES "C", A-9 (EL.13.00) AND A-8 (EL.14.00) AS DETERMINED BY FEMA FROM CORONA-PANEL 450025 0093 D. DATED: 09/29/88.
 - 5.) ALL CORNERS ARE 1/2" RODS TO BE SET RECEPT AS NOTED.

REFERENCES:

- REFERENCES:
1.) BEAUFORT TAX MAP 100-0034-000-0003 & -0005
2.) PLAT BY DAVID S. YOUNG
DATED: 10/24/89.

GASQUE & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS
701 GLADEN STREET, SUITE 207, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(803) 522-1798

INFC-000107C000000000

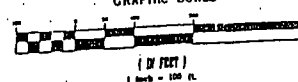
THE AREA SHOWN ON THIS PLAN IS A GENERAL REPRESENTATION OF THE DUNCAN COUNTY AUTHORITY ON THE SUBJECT PROPERTY. THE DUNCAN COUNTY AUTHORITY HAS NO INTENTION TO CHARGE AREAS BY INCH MEASURE, AND THEREFORE SUBJECT TO CHANGE OVER TIME. BY GENERALLY SUBMITTING THE PLAN TO THE AUTHORITY OF THE DUNCAN COUNTY OFFICE OF COURSE IN ANY WAY TRANSFERS THE RIGHT OF ASSISTANT JURISDICTION IN ANY CRITICAL AREA OF THE SUBJECT PROPERTY WHEN SHOWN ON MAP. ALL PRESENTLY OWNERS ON PROSPECTIVE BUYERS ARE ADVISED TO HAVE THE MAP RECORDED BY GEORGIA STATE PRIOR TO CONSIDERING TO PURCHASER OF THE SALE OF THIS PROPERTY.

James J. Mallory 3-4-98
SIGNATURE DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR THREE YEARS FROM
THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE

[illegible]

GRAPHIC SCALE



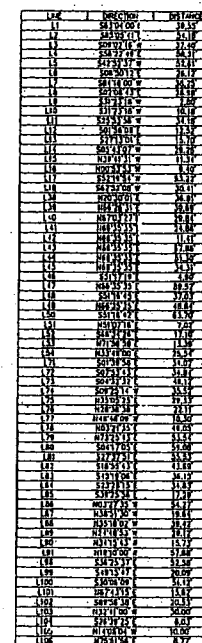
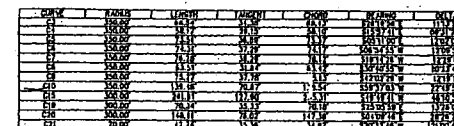
SITE

LOCATION MAP

BATTERY CREEK

DISCLAIMER

THE FLOOD HAZARD DISTRICT LINE SHOWN ON THIS PLAT
IS TO MEET COUNTY REQUIREMENTS AND IS NOT TO BE USED
TO DETERMINE FLOOD ZONE INFORMATION. ONLY THE FEMA F.I.R.M.
CAN BE USED TO DETERMINE FLOOD ZONES.



72

10

NOTES:

- 1) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
- 2) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTION METHODS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.
- 3) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
- 4) THIS PROPERTY LIES IN FLOOD ZONES "C", A-9 (EL.13.00) AND A-8 (EL.14.00) AS DETERMINED BY FEMA FIRM 15001-0000--PANEL 450025 0093 D. DATED: 09/29/86.
- 5) ALL CORNERS ARE 1/2" RODS TO BE SET EXCEPT AS NOTED.

REFERENCES:

- REFERENCES:
1.) BEAUFORT TAX MAP 100-0034-000-0003 & -0005
2.) PLAT BY DAVID S. YOUNG
DATED: 10/26/89.

GASQUE & ASSOCIATES INC.
LAND SURVEYORS · PLANNERS

701 BLADEN STREET, SUITE 207, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(803) 322-1796

SW-6—OCTAL CRITICAL LINE

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF ONEC-OSORN PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE ONEC-OSORN, THE OFFICE OF OSORN IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN OR NOT. ALL PROPERTY OWNERS OR POSSESSING INTERESTS ARE ADVISED TO OBTAIN A CURRENT PERMIT FROM THE OSORN OFFICE PRIOR TO ANY DEVELOPMENT OR SALE OF THIS PROPERTY.

THE CONFIDENCE LINE SHOWN ON THIS PLAT IS VALID FOR THREE YEARS FROM
 THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE

ALL-INDIAN RESERVATION

FRONT SETBACK
SIDE YARD SETBACK
REAR SETBACK
ONE-CORNER FRONT-ALINE

TOTAL ACREAGE THIS PHASE = 20.23 AC.
OPEN SPACE ACREAGE = 2.89 AC.

APPROVED (AS PLATTED HEREON)

THIS INFORMATION IS OF SUCH A NATURE THAT DISCLOSURE OF IT
 TO AN UNAUTHORIZED PERSON COULD BE DETERIMENTAL TO THE NATIONAL DEFENSE
 OF THE UNITED STATES. IT IS TO BE CONTAINED IN A SECRETARY'S OFFICE
 FILE AND NOT BE DISCLOSED TO ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE
 WRITTEN AUTHORIZATION OF THE SECRETARY OF THE ARMY.
 DATE OF PLACING IN FILE APPROXIMATELY 1/1/68
 CLASSIFIED BY [Signature]
 DATE 1/1/68

PLAT SHOWING
WRIGHT'S POINT
PHASE I

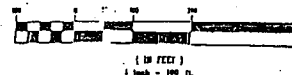
PREPARED FOR: BENNETT L. McNEAL
PORT ROYAL ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA.

DATE: 05/04/98
REVISION: 4/9/99

SCALE: 1" = 100'

1007/984850 DRAWN BY: DESIGN 5/1

GRAPHIC SCALE



REVISIONS:
1- REWROTE LOT A DRILLING HOLE DESIGN

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

C/A # 04-CP-07-633

ROBERT L. CULLEN, ANDREW)

A. CORRIVEAU, JOHN)

CALDWELL, ANDREA HUCKS,)

JAMIE BELLAMY, MICHAEL)

PEARSON and DAVID)

MANDELL,)

Plaintiffs,)

vs.)

J. BENNETT McNEAL, B.)

McNEAL PARTNERSHIP, L.P.,)

ANTHONY R. PORTER, and)

WRIGHT'S POINT HOME)

OWNERS ASSOCIATION, INC.)

Defendants.)

AFFIDAVIT OF KATHERINE D. BUNDY

PERSONALLY appeared before me, KATHERINE D. BUNDY, who, being first duly sworn,
deposes and states that:

1. I am a citizen and resident of Beaufort County, South Carolina.
2. I am a co-owner and officer of Bundy Appraisal & Management, Inc., a corporation organized and existing under the laws of the State of South Carolina, and having its principal place of business in Beaufort County, South Carolina. Among the services provided by Bundy Appraisal & Management, Inc. are various management functions for real estate developments and property owners associations.

3. I am familiar with the real estate development known as Wright's Point Plantation in Beaufort County, South Carolina, and have had business dealings with its Developer, Anthony R. Porter, as well as with J. Bennett McNeal, who Mr. Porter appointed as an officer of Wright's Point Home Owners Association, Inc. Bundy Appraisal & Management, Inc. was hired by Mr. Porter and Mr. McNeal to perform certain accounting functions for Wright's Point Home Owners Association, Inc. Since 1999, I have personally been involved in the performance of these functions which include, but are not limited to, one or more of the following:

- (a) Maintaining registers of owners of record of property within each phase of the project as it is developed, marketed and sold;
- (b) Sending notices to each owner of record for payment of annual assessments owed to Wright's Point Home Owners Association, Inc.;
- (c) Collecting payment of receivables or annual assessments owed to Wright's Point Home Owners Association, Inc.;
- (d) Maintaining a bank account for the deposit of annual assessments owed to Wright's Point Home Owners Association, Inc., as well as any other receivables of such association;
- (e) Paying accounts and debts owed by Wright's Point Home Owners Association, Inc. from such bank accounts;
- (f) Collecting any documentation from the Wright's Point Home Owners Association, Inc. which is needed to file state and federal income taxes;
- (g) Insuring that all required tax documentation is transmitted to Mr. William Trask, the C.P.A. for Wright's Point Home Owners Association, Inc.; and
- (h) Issuing checks for any taxes due by Wright's Point Home Owners Association, Inc., and depositing any tax refunds due to such association.

4. With respect to any services provided to Wright's Point Home Owners Association, Inc. by Bundy Appraisal & Management, Inc., I report to and take instruction only from Anthony R. Porter or J. Bennett McNeal.

5. In the early months of 2004, Mr. Robert L. Cullen came to my office without an appointment. Mr. Cullen had, on prior occasions, requested copies of financial statements for Wright's Point Home Owners Association, Inc., and I complied with his request since he was a member of the association. He informed me on this visit, however, that he was now the president of the Wright's Point Home Owners Association, Inc. He began to question me as to billing practices with respect to the association, and also stated that he was giving me permission to pay only normal and necessary expenses, such as utilities and maintenance, until further notice.

6. I responded to Mr. Cullen that, while I knew and recognized him as one of the owners of property located in Phase I of Wright's Point Plantation, I had not received any documentation of his claim as president of the home owners association from either Mr. Porter or Mr. McNeal, nor had they given me any authority to discuss or deal with Mr. Cullen in any manner on behalf of the association. I further informed him that, absent such documentation and authorization from Mr. Porter and/or Mr. McNeal, I did not recognize his claim to act on behalf of the Wright's Point Home Owners Association, Inc. and would not follow his instructions.

7. Mr. Cullen became unhappy when I stated my position, to the point that he was requested to leave my office and not return without an invitation or appointment. I turned him over to Laurance Davis of our office, who informed him that we would not recognize him as president of the association without the express consent of Anthony Porter, Bennett McNeal or a valid court order. Since that time, I have continued to perform my normal functions on behalf of

Wright's Point Home Owners Association, Inc. In this regard, I have continued to make deposits into and pay bills from the association checking account which my firm manages.

8. Following Mr. Cullen's visit, Mr. Laurance Davis of our office was contacted by Mr. Andrew A. Corriveau, another owner of property in Phase I of Wright's Point Plantation. Mr. Corriveau informed Mr. Davis that he was now an officer in Wright's Point Home Owners Association, Inc. and purported to instruct our office to change an accounting entry on the books of the association. Specifically, Mr. Porter and Mr. McNeal had previously loaned money to the association for use as operating capital, and this was shown on the books as an account payable of the association. Mr. Corriveau instructed our office to remove this as a debt of the association. Correspondence from Mr. Corriveau documenting this statement is attached hereto as Exhibit 1 of my affidavit.

9. Our response to Mr. Corriveau was essentially the same as the one I gave to Mr. Cullen in that he was advised that we had not received any documentation of his claim of authority on behalf of the home owners association from either Mr. Porter or Mr. McNeal and, absent such documentation and authorization from Mr. Porter and/or Mr. McNeal to deal with him, we did not recognize his claim to act on behalf of the Wright's Point Home Owners Association, Inc. Accordingly, I declined to honor his request to delete the debt to Mr. Porter and Mr. McNeal as an account payable of the association.

10. The Wright's Point Home Owners Association, Inc. Annual assessments are due and payable annually at the beginning of each calendar year. The property owners/association members who have not paid their assessments for 2004 as of this time are shown on the list attached hereto as Exhibit 2 of my affidavit. As indicated on Exhibit 2, neither Mr. Cullen nor Mr. Corriveau

have paid their association assessments for the year 2004, and they are delinquent in their obligation to the association.

11. I am personally aware that Mr. Anthony R. Porter, the Developer of Wright's Point Plantation, has maintained an ownership interest in property located in Phase I of the development, as I have sent him association assessment notices and have received funds from him for payment of such assessments. I send notices to owners of record as shown by the Beaufort County Assessor's Office. As indicated on Exhibit 2, Mr. Porter's association assessments for the year 2004 have been paid and he is current in his obligation to the association.

12. I am also personally aware that Lot 20 in Phase I is currently owned by Richard J. Ratcliff, and that he is a general contractor or builder, doing business as Structural Images. Mr. Ratcliff and his contracting company are also listed on Exhibit 2.

13. Efforts to collect assessments due for Wright's Point Home Owners Association, Inc. from its members have not been as successful in 2004 as in previous years. At this time, over 15 of the association members are delinquent in their assessments, and the association is currently owed the sum of \$15,500.00 from property owners, exclusive of any late fees, penalties or interest; last year at this time, only \$11,950.00 was past due.

14. Based on my experience with the association, it is evident that the shortfall in collections has and will impair the ability of the association to function in a normal manner. Unless something is done to generate revenues, the association will not be able to meet its financial obligations for the remainder of the year.

I have read the foregoing 14 paragraphs, and they are true and correct to the best of my knowledge and belief.

Katherine D Bundy
KATHERINE D. BUNDY

SWORN to before me this

3rd day of June, 2004

Dwight J. Hogden
Notary Public for South Carolina

My Commission Expires:

My Commission Expires December 8, 2008

Feb. 23rd, 2004

Mr. Lawrence Davis
Bundy Appraisal and Management, Inc.
1204 Boundary St.
Beaufort, SC 29902

RE: Wright's Point Homeowners Association

Dear Lawrence,

Please accept this memorandum as evidence of our intention to place you on notice that that during a meeting of the owners of the Wright's Point Homeowners Association a motion was made, seconded and carried which required that a liability item noted as a loan from Porter and Mc Neal, in the approximate amount of \$14,835.76, be removed from the books of the Association until it could be determine to be a legal debt.

It is our desire that the loan be immediately removed from your books and that no dispersement (either partially or fully) be made to Mr. Porter or Mr. Bennett to satisfy that loan.

Additionally, please accept this as our written request for a signed Certificate setting forth whether the assessments for each owner/lot has been paid, if not, the amount currently due. Article 8.09, in our Covenants, grant authority to you to release this information to any owner upon receipt of written request. A return envelope to attached for your use in responding to this request.

Thank you for your attention to this matter.

Sincerely,

Andrew Corriveau, Secretary
Wright's Point Homeowners Association
PO Box 1717
Beaufort, SC 29901

Cc Robert Cullen, President
Cc Andrea Hucks, Treasurer

OWNER DIRECTORY

WRIGHT - WRIGHTS POINT HOMEOWNERS ASSOC

Page 1
6/2/2004
04:00 PM

Unit #	Property Owner Name	Total Owe	Fees	Deposit	Move In	Last Inc	Sq. Ft.	
Code	Property Owner Address	30 - 60	New Fees	Interest	Move Out	Next Inc	\$ / Sq Ft	
Status	Property Owner Address	60 - 90	Late Fee	Last Month	Lease To	Notice	% Sq Ft	Telephone (O/H)
			\$/Day	Due Day	Paid To			Notes
WRIGHT	WRIGHTS POINT HOMEOWNERS AS							
19	ADAMS, WILLIAM & PAULINE	0.00	1,000.00	0.00	06/29/98		0.0	/ (401) 295-7068
ADAMS19		0.00	0.00	0.0				3/9/04 ADAMS FROM MARCONI
Current		0.00	0.00%	0.00			0.0	6/29/98CHANGED
		0.00	0.00	1				OWNERSHIP 9/03Jeanne
10	BELLAMY, III, JAMES R.	1,000.00	1,000.00	0.00	01/17/01		0.0	/
BELL10	PO BOX 403	0.00	0.00	0.0				
Current	8EAUFORT, SC 29901	0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
09	BERRY, PERCY M.	0.00	1,000.00	0.00	10/20/00		0.0	/
BERR09		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
42	BETZ, PATRICIA	500.00	1,000.00	0.00	12/31/02		0.0	(843) 986-0679 / (843) 252-9500
BETZ42		0.00	0.00	0.0				PAT BETZ FROM KEVIN
Current		0.00	0.00%	0.00			0.0	PEEPLES
		0.00	0.00	1				
08	BLOCKER, EDWARD & TAMARA	1,000.00	1,000.00	0.00	12/31/98		0.0	/
BLOC08		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
06	BROWN, JAMES & NORMA	1,000.00	1,000.00	0.00	01/08/02		0.0	/ (843) 838-5371
BROWN06		0.00	0.00	0.0				FROM CLELAND PER LOGAN
Current		0.00	0.00%	0.00			0.0	LAW FIRM
		0.00	0.00	1				
39	CALDWELL, JOHN & MARCIA	1,000.00	1,000.00	0.00	06/27/03		0.0	/
CALD39		0.00	0.00	0.0				FROM MCRAE & STOLTZ PER
Current		0.00	0.00%	0.00			0.0	FENDER OFFICE6/27/03 FROM
		0.00	0.00	1				MCNEAL PER TEDDER'S
07	CORRIVEAU, ANDY	1,000.00	1,000.00	0.00	07/31/02		0.0	/
CORR07	PO BOX 1717	0.00	0.00	0.0				FROM DRUMMOND'S PER
Current	BEAUFORT, SC 29901	0.00	0.00%	0.00			0.0	PENNY @ LOGAN 7/31/02
		0.00	0.00	1				
03	CULLEN, ROBERT & MARY LOU	1,000.00	1,000.00	0.00	08/31/00		0.0	/ (843) 525-0304
CULL03		0.00	0.00	0.0				FROM MCNEAL PER DAWN
Current		0.00	0.00%	0.00			0.0	@H&B
		0.00	0.00	1				
24	DENNY, LLOYD	2,000.00	1,000.00	0.00	02/21/03		0.0	/
DENN24		0.00	0.00	0.0				2/21/03 FROM TONY PORTER
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
33	Dr. Darrell Hofer, Emergency Physicians	0.00	1,000.00	0.00	12/31/98		0.0	(765) 741-1411 /
DRUM33	RE:CHRISTINA DRUMMOND PENSIO	0.00	0.00	0.0				trustee changed per archie
Current		0.00	0.00%	0.00			0.0	spangler 7/11/01. Filed in
		0.00	0.00	1				correspondence file.
26	ELLENBERGER, KURT R. & SHAYLA	1,000.00	1,000.00	0.00	05/31/00		0.0	(843) 770-0133 /
ELLE26		0.00	0.00	0.0				PER MARY G. @ GRIMSLEY'S
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
36	GEE, MARK & SAMANTHA	0.00	1,000.00	0.00	10/02/01		0.0	/
GEE36		0.00	0.00	0.0				FROM MCRAE & STOLTZ PER
Current		0.00	0.00%	0.00			0.0	ANGEL
		0.00	0.00	1				
31	GEE, KENDALL & MICHELLE	0.00	1,000.00	0.00	12/31/98		0.0	/
GEE031		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
28	GEE, MARK & SAMANTHA	0.00	1,000.00	0.00	10/02/01		0.0	/

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Unit#	Property Owner Name	Total Owe	Fees	Deposit	Move In	Last Inc	Sq. Ft.	
Code	Property Owner Name	0 - 30	New Fees	Interest	Move Out	Next Inc	\$ / Sq. Ft.	
Status	Property Owner Address	30 - 60	Late Fee	Last Month	Lease To	Notice	% Sq Ft	Telephone (O/H)
		60 - 90	\$/Day	Due Day	Paid To			Notes
GEE28		0.00	0.00	0.0				FROM STOLTZ PER ANGEL
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
05	GRIGSBY, JOHN & DOROTHY	0.00	1,000.00	0.00	04/16/03		0.0	/
GRIG05	P. O. BOX 72768	0.00	0.00	0.0				FROM BENNETT MCNEAL PER
Current	MARIETTA, GA 30007-2768	0.00	0.00%	0.00			0.0	FENDER OFFICE 4/16/03
		0.00	0.00	1				
12	HANNA, LESLIE	0.00	1,000.00	0.00	06/08/01		0.0	(843) 717-2040 /
HANN12	PO BOX 483	0.00	0.00	0.0				FROM GRADY WOODS 6/8/01
Current	ESTILL, SC 29918	0.00	0.00%	0.00			0.0	PER TEDDER'S OFFICE IN
		0.00	0.00	1				RIDGELAND
16	HOUCK, DON	0.00	0.00	0.00	07/30/02		0.0	/
HOUC16	PO BOX 1119	0.00	0.00	0.0				FROM TONY PORTER PER SUZI
Current	ALLENDALE, SC 29810	0.00	0.00%	0.00			0.0	@ FENDER'S OFFICE
		0.00	0.00	1				
13	HOUCK, DON	0.00	0.00	0.00	07/30/02		0.0	/
HOUC13	PO BOX 1119	0.00	0.00	0.0				FROM TONY PORTER
Current	ALLENDALE, SC 29810	0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
43	LANE, JAMES & THERESA	0.00	0.00	0.00			0.0	/
LANE43		0.00	0.00	0.0				AS REQUESTED BY TERESA
Current		0.00	0.00%	0.00			0.0	LANE, SEND 1/2 DUES FOR LOT
		0.00	0.00	1				43 TO MILLER AND 1/2 TO LANE
21	MANDELL, DAVID & MELISSA	0.00	1,000.00	0.00	12/31/98		0.0	/
MAND21	PO BOX 251	0.00	0.00	0.0				
Current	PORT ROYAL, SC 29935-0251	0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
22	MCRAE & STOLZ, INC., W. ALAN MC	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA22	1420	0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
23	MCRAE & STOLZ, INC., W. ALAN MC	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA23	120	0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
41	MCRAE & STOLZ, INC., W. ALAN MC	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA41		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
25	MCRAE & STOLZ, INC., W. ALAN MC	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA25		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
40	MCRAE & STOLZ, INC.	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA40	W ALAN MCRAE	0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
27	MCRAE & STOLZ, INC., W. ALAN MC	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA27	20	0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
30	MCRAE & STOLZ, INC., W. ALAN MC	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA30		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
29	MCRAE & STOLZ, INC., W. ALAN MC	0.00	1,000.00	0.00	12/31/98		0.0	/
MCRA29	TE 1420	0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	

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Unit #	Property Owner Name	Total Owe	Fees	Deposit	Move In	Last Inc	Sq. Ft.	
Code	Property Owner Address	0-30	New Fees	Interest	Move Out	Next Inc	\$ / Sq Ft	
Status	Property Owner Address	30-60	Late Fee	Last Month	Lease To	Notice	% Sq Ft	Telephone (O/H)
		60-90	\$/Day	Due Day	Paid To			Notes
		0.00	0.00	1				
43	MILLER, LINDA	500.00	1,000.00	0.00	01/05/99		0.0	/
MILL43	JAMES H. LANE, JR.	0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
44	MILLER, JON & LINDA	1,000.00	1,000.00	0.00	12/31/98		0.0	/
MILL44		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
02	MYERS, FRANKLIN KYLE	1,000.00	1,000.00	0.00	11/21/03		0.0	/
MYERS02	DEBRA VANCE	0.00	0.00	0.0				11/21/03 MYERS/VANCE FROM
Current		0.00	0.00%	0.00			0.0	HANNA 8/4/00 HANNA FROM
		0.00	0.00	1				MCNEAL
01	PARKER, JOHN E.	0.00	1,000.00	0.00	10/04/00		0.0	/
PARK01	DANIEL HENDERSON	0.00	0.00	0.0				PER C21 CR CLOSING
Current	PO BOX 2500	0.00	0.00%	0.00			0.0	STATEMENT
	RIDGELAND, SC 29916	0.00	0.00	1				
38	PATERSON, TOM D.	0.00	1,000.00	0.00	12/31/98		0.0	/
PATE38		0.00	0.00	0.0				1/14/04 paterson from mcrae &
Current		0.00	0.00%	0.00			0.0	stolz 12/31/98 mcrae & stolz
		0.00	0.00	1				from porter
37	PATERSON, TOM D.	0.00	1,000.00	0.00	12/31/98		0.0	/
PATE37		0.00	0.00	0.0				1/16/04 paterson from mcrae &
Current		0.00	0.00%	0.00			0.0	stolz 12/31/98 mcrae & stolz
		0.00	0.00	1				from porter
32	PEARSON, ROBERT F. & MICHEL B	1,000.00	1,000.00	0.00	06/03/03		0.0	/ (706) 650-0205
PEAR32		0.00	0.00	0.0				FROM TOM DARNELL-6/3/03
Current		0.00	0.00%	0.00			0.0	PER LOGAN OFFICE
		0.00	0.00	1				
14	PORTER, TONY	0.00	1,000.00	0.00	12/31/98		0.0	/
PORT14		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
15	PORTER, TONY	0.00	1,000.00	0.00	12/31/98		0.0	/
PORT15		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
20	RATCLIFF, RICHARD	0.00	1,000.00	0.00	12/31/98		0.0	/
RATC20	STRUCTURAL IMAGES	0.00	0.00	0.0				
Current	PO BOX 2393	0.00	0.00%	0.00			0.0	
	BEAUFORT, SC 29901	0.00	0.00	1				
34	RIPLEY, DR. DANIEL	500.00	1,000.00	0.00	11/07/00		0.0	(843) 263-4491 / (843) 525-0741
RIPL34	DR. ANDREA HUCKS	0.00	0.00	0.0				FROM SUSAN CLARKSON
Current	NE	0.00	0.00%	0.00			0.0	11/7/00 PER DEBORAH KANE
		0.00	0.00	1				ATTORNEY IN WALTERBORO
17	SHULER, KENNETH	1,000.00	1,000.00	0.00	12/31/98		0.0	(803) 960-1100 / (803) 996-0101
SHUL17		0.00	0.00	0.0				
Current	4	0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
04	STODDARD, LELAND C. & KAREN H.	1,000.00	1,000.00	0.00	03/13/00		0.0	/
STOD04		0.00	0.00	0.0				FROM MCNEAL 3/13/00
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
11	TRUMPS, BLANCHE	0.00	1,000.00	0.00	12/31/98		0.0	/
TRUM11	TIDELAND DEVELOPMENT	0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				

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Unit #	Property Owner Name	Total Owed	Fees	Deposit	Move In	Last Inc	Sq. Ft.	
Code	Property Owner Address	0 - 30	New Fees	Interest	Move Out	Next Inc	\$ / Sq Ft	Telephone (O/H)
Status	Property Owner Address	30 - 60	Late Fee	Last Month	Lease To	Notice	% Sq Ft	Notes
		60 - 90	\$/Day	Due Day	Paid To			
35	WEBB, WAYNE	0.00	1,000.00	0.00	12/31/98		0.0	/
WEBB35		0.00	0.00	0.0				
Current		0.00	0.00%	0.00			0.0	
		0.00	0.00	1				
18	YOUMANS, JOHN & PATRICIA	0.00	1,000.00	0.00	03/06/01		0.0	/
YOUM18		0.00	0.00	0.0				FROM ELKINS PER ANGEL
Current		0.00	0.00%	0.00			0.0	3/6/01
		0.00	0.00	1				
		15,500.00	42,000.00	0.00			0.00	
		0.00	0.00	0.00			0.00	
		0.00		0.00				
		0.00						

0962

Wright's Point Charrette- Port Royal, South Carolina

Section 1- Proposed Master Plan

Section 2- Existing Land Use Calculations

Section 3- MU-2 Zoning

Section 4- Shell Point Regional Plan and Neighborhood Overlay District

Section 5- Concepts and Study Sketches

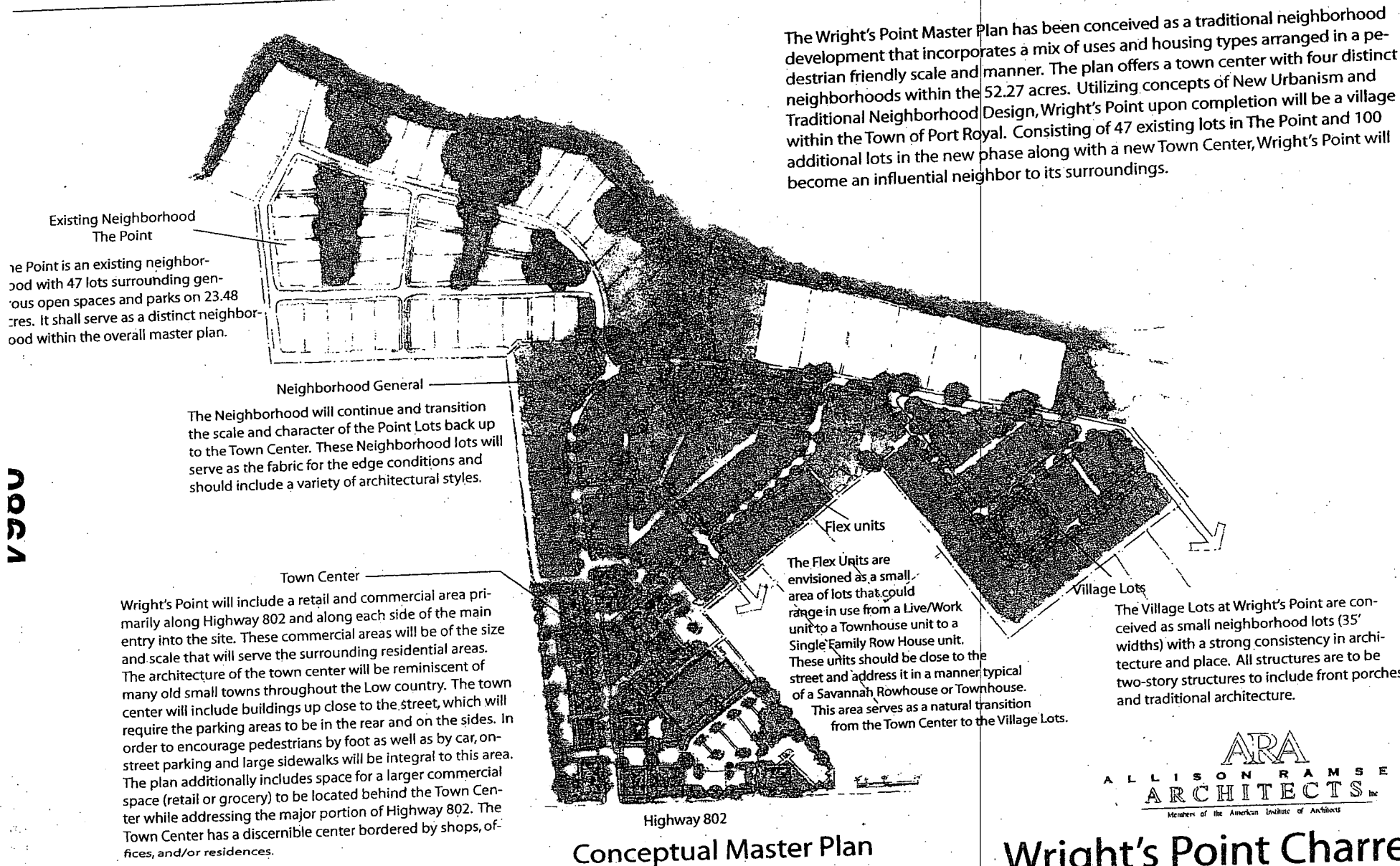
DEFENDANT'S
EXHIBIT

19

00644

Section 1- Proposed Master Plan

Wright's Point Charrett



The Wright's Point Master Plan has been conceived as a traditional neighborhood development that incorporates a mix of uses and housing types arranged in a pedestrian friendly scale and manner. The plan offers a town center with four distinct neighborhoods within the 52.27 acres. Utilizing concepts of New Urbanism and Traditional Neighborhood Design, Wright's Point upon completion will be a village within the Town of Port Royal. Consisting of 47 existing lots in The Point and 100 additional lots in the new phase along with a new Town Center, Wright's Point will become an influential neighbor to its surroundings.

ARA
ALLISON RAMSEY
ARCHITECTS Inc.
Members of the American Institute of Architects

Wright's Point Charrette

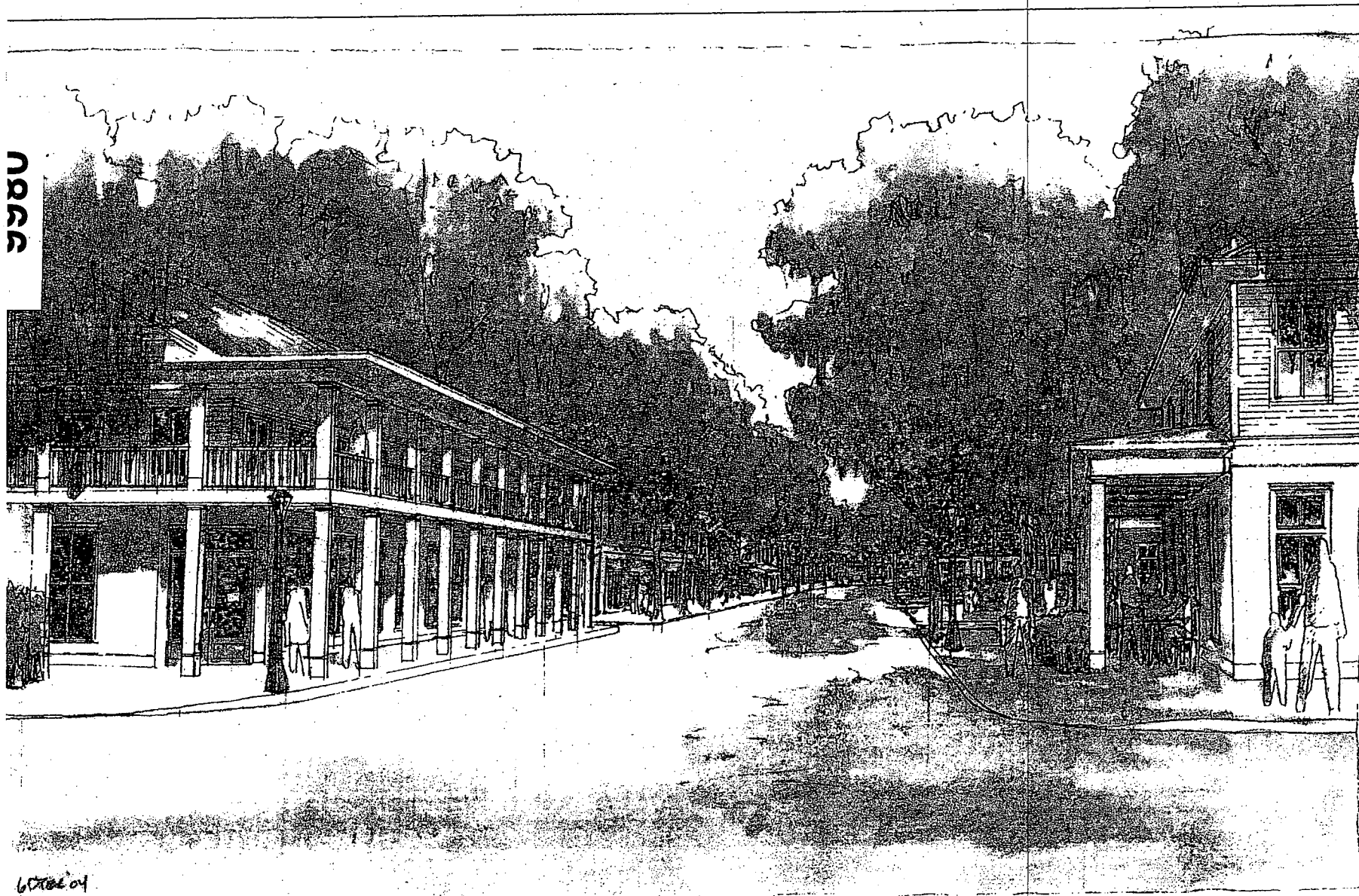
0000



ARA
ALLISON RAMSEY
ARCHITECTS, Inc.
Members of the American Institute of Architects

Axonometric of Town Center

Wright's Point Charrette



Entry Streetscape

Wright's Point Charrette

0867

ARA
SON RAMSEY
CHITECTS.
MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS



Axonometric of Neighborhood General

Wright's Point Charrette

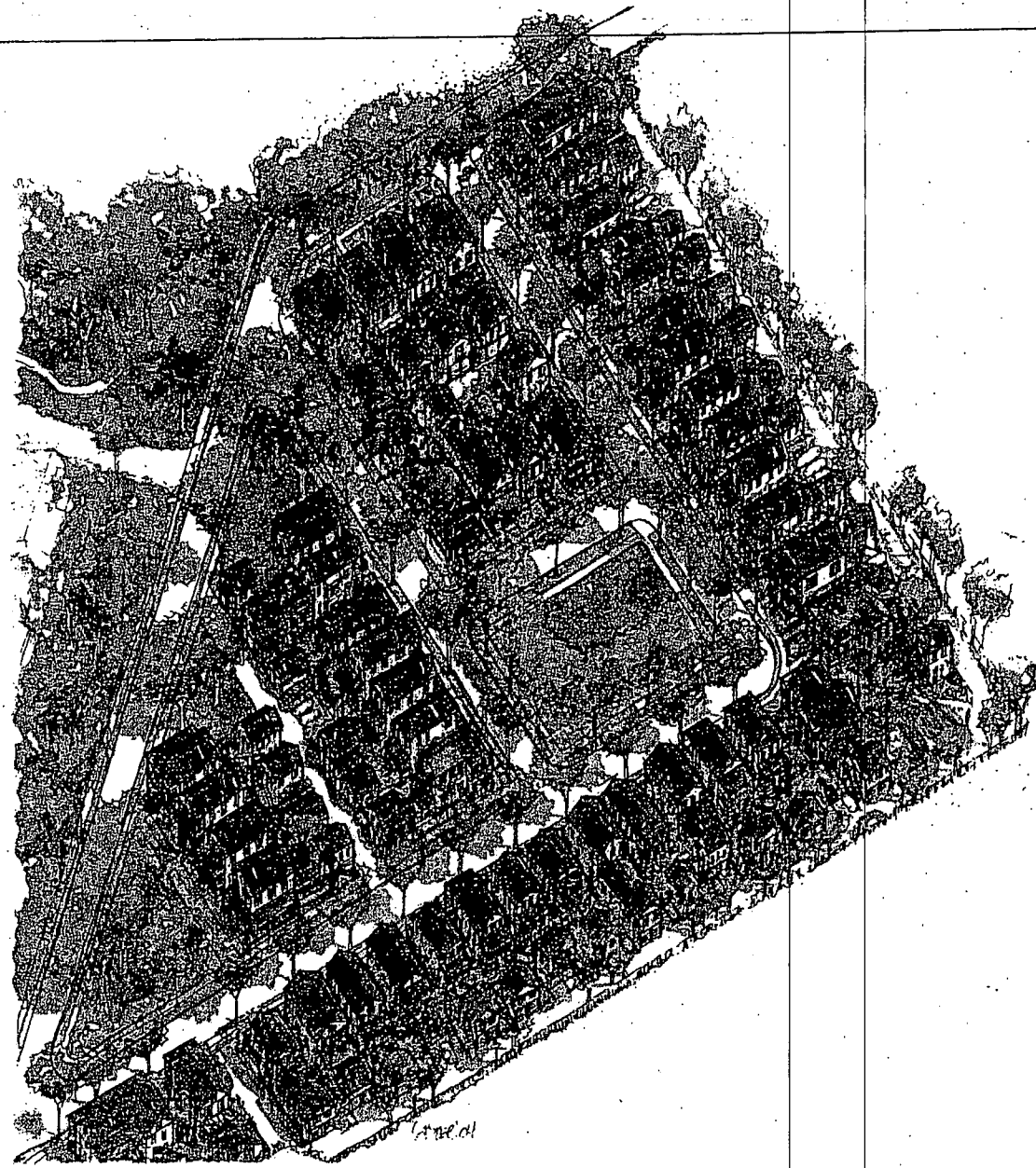
8980



Flex-units Streetscape

Wright's Point Charret

0869



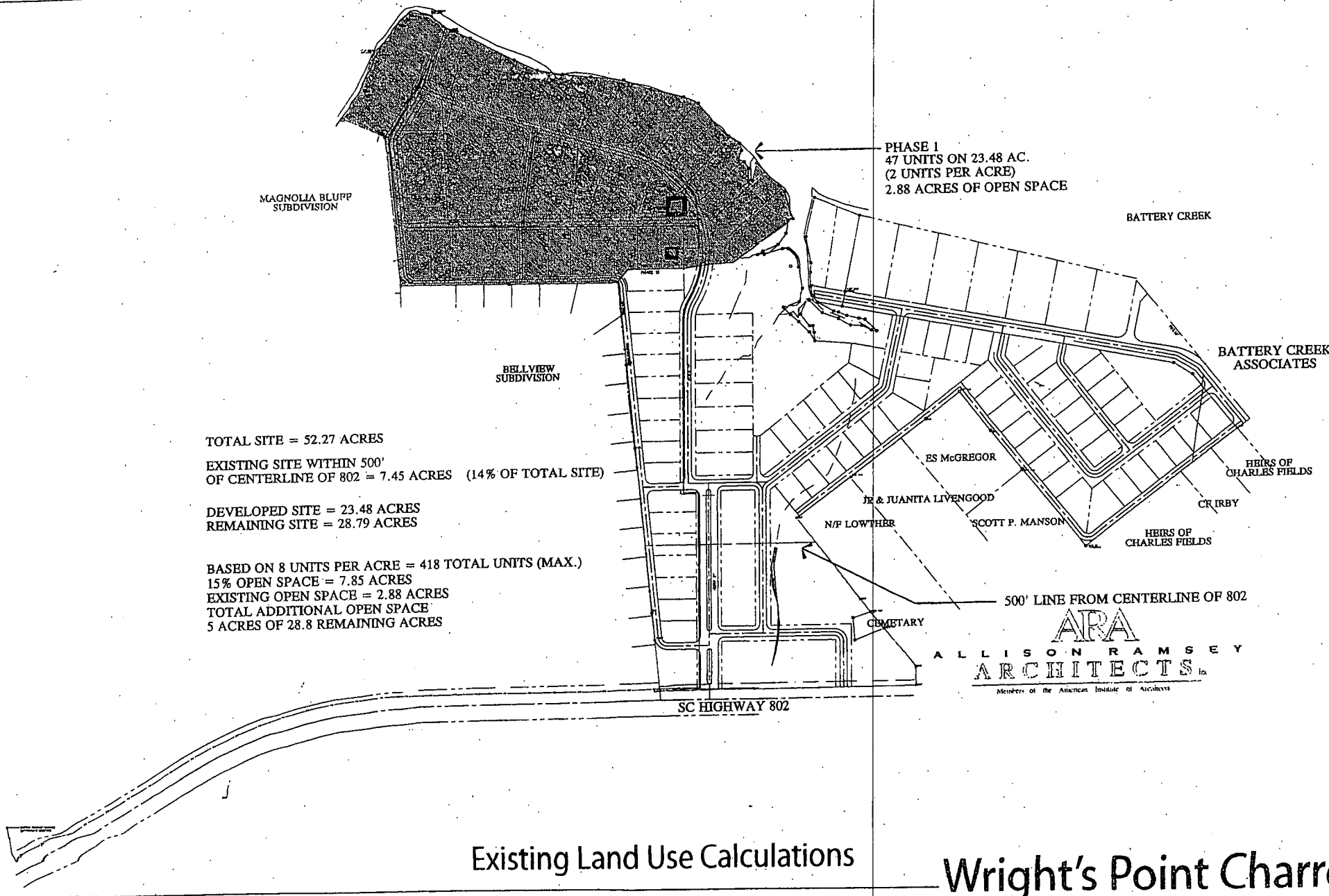
Axonometric of Village Lots

Wright's Point Charret

Section 2- Existing Land Use Calculations

Wright's Point Charre

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Existing Land Use Calculations

Wright's Point Charro

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Section 3- MU-2 Zoning

Wright's Point Charre

Sec. 22-79. MU-2 use district.

(a) *Intent of district.* It is of special and substantial public interest to encourage residential and economic development of the sections of the town suited to a "village model." It is, therefore, the intent of the MU-2 mixed use district to encourage the formation of a compatible and economically healthy environment for business, financial, service and professional uses which benefit from being located in close proximity to each other. Such general business purposes are encouraged in these sections to combine compatibility with residential uses. Residential occupancy in this district is to be promoted and encouraged, either in separate buildings or in combination with office, retail and service uses, in combination or not, shall be scaled and designed to serve both the livability and economic restructuring of the area. The MU-2 mixed use district, thus, anticipates the desirability of mixing land uses and imposes standards to resolve problems associated with mixing, and eliminates the negative aspects of juxtaposing unlike land uses.

(b) *Permitted uses.* The following uses shall be permitted in a MU-2 zoning district subject to the special requirements as set forth in subsection 22-78(e). Multifamily dwelling units per net acre will not exceed seventy-five (75) percent of the unit values in table A section 22-66(d)(2)d. and table B section 22-66(d)(3)d.

(1) Any use, with the exception of manufactured housing (mobile homes, see sections 22-128, 22-129 of this chapter), permitted in a GR general residential district, in compliance with the provisions of section 22-66, and unless otherwise set forth in this section.

(2) All principal Businesses must operate in a permanent structure. No principal business may operate in any non-permanent structure such as a tent, mobile unit, trailer, recreational vehicle, or any other temporary building.

(3) Retail business specifically including:

- a. Antique shops;
- b. Art shops and galleries;
- c. Book and stationary shops;
- d. Candy and confectionery shops;
- e. China and crockery shops;
- f. Florist shops;
- g. Gift, card and curio shops;
- h. Hobby and toy shops;
- i. Ice cream shops;
- j. Jewelry shops;
- k. Leather goods and luggage shops;
- l. Millinery or hat shops;
- m. Newsstand;
- n. Office supply stores;
- o. Photographic and camera supply shops;
- p. Shoe stores;
- q. Sporting goods and bicycle shops with no outside display;
- r. Towel and linen shops;

s. [Reserved.]

t. Wearing apparel shops.

The above retail establishments may provide incidental repair, maintenance, alteration, or adjustment services as appropriate, but facilities, operation and storage for such services shall not be visible from any street or pedestrian walkway.

(4) Service business specifically including:

- a. Barber and beauty shops;
- b. Dressmaking, seamstress, tailoring and millinery shops, except where products are made for off premises sales;
- c. Health studios and spas;
- d. Jewelry and watch repair shops;
- e. Locksmith and gunsmith;
- f. Medical, dental, or chiropractic office, clinic and/or laboratory;
- g. Office for governmental, business, professional or general purposes;
- h. Photographic studios;
- i. Travel and ticket agencies;
- j. Utilities and public building facilities.

(5) [Reserved;]

(6) Art galleries, museums and libraries;

(7) Educational institutions of a business, professional or scientific nature;

(8) [Reserved;]

(9) Accessory use in compliance with the provisions of sections 22-131, 22-132 and subsection 22-78(e).

(c) *Conditional uses.* The following uses shall be permitted on a conditional basis in any MU-2 zoning district subject to the conditions set forth in section 22-165 and subsection 22-78(e).

- (1) Bakeries, provided that goods baked on the premises are sold on the premises at retail only;
- (2) Duplicating centers including letters and photostat services with work areas for such services not visible from adjacent pedestrian walkway;
- (3) Delicatessens, and tea rooms, including those outdoor table service where sound or noise that may be perceptible beyond the premises is in compliance with town noise ordinance, and provided all lights or lighting arrangements used for the purpose of advertising or night operations are directed away from adjoining or nearby residential properties.
- (4) Combination of residential structure with any use permitted within this classification provided that all dwelling units have direct access to street.
- (5) Temporary use in compliance with the provisions of sections 22-78(e) and 22-165.
- (6) Bed and breakfast. A dwelling may be involved in the rental of five (5) rooms or less to overnight guests and offering breakfast meals only to said guests, provided a parking place be provided for each room offered for rent. The parking space provision shall be confirmed by the building official prior to the

Wright's Point Charm

issuance of a business license for this purpose and use.

(d) *Other requirements.* Unless otherwise specified elsewhere in this chapter, uses permitted in the MU-2 zoning district shall be required to conform to the following standards:

- (1) Minimum lot area: Five thousand (5,000) square feet.
- (2) Minimum lot width, measured at the building line: Fifty (50) feet.
- (3) Minimum front yard, measured from the nearest abutting street right-of-way line: Fifteen (15) feet. This front yard minimum shall also apply to residential.
- (4) Minimum side yard: Not less than seven (7) feet on each side. Where the MU-2 district abuts any residential zoning district not separated by a right-of-way, the planting minimums as found in buffer yard 1 in subsection 22-78(e) is required. The provisions of section 22-123 pertaining to corner lots shall apply to MU-2 zoning districts and where a permitted use other than residential abuts any existing street right-of-way, the special requirements as set forth in section 22-78(e) shall apply.
- (5) Minimum rear yard: Ten (10) feet; however, where a permitted use other than residential abuts any existing residential use not separated by a street right-of-way, the special requirements as set forth in subsection 22-78(e) shall apply. The provisions of section 22-125, pertaining to double frontage lots, shall apply in MU-2 zoning districts.
- (6) Maximum building height: Thirty-five (35) feet; subject to the approval of the fire chief. For exceptions to height regulations, see section 22-142.
- (7) Additional requirements. Use permitted in MU-2 zoning districts shall meet all standards set forth in article VI pertaining to off street parking, loading and other requirements. Required front yard setbacks within MU-2 zoning districts which are adjacent to public right-of-way shall not be used for off street parking or loading. Except for portions authorized for vehicular access, all required front yard setbacks and sidewalk/road shoulder areas within the public right-of-way shall be approximately landscaped and provided with pedestrian ways designed so as to not inhibit vehicular mail delivery.
- (8) Signs: Signs permitted in MU-2 zoning districts, including the conditions under which they may be located, are set forth in article V.
- (9) Commercial buildings shall not exceed five thousand (5,000) square feet footprint.

(e) *Special requirements.* Unless otherwise specified elsewhere in this chapter, uses permitted in the MU-2 zoning districts shall be required to conform to special requirements as set forth in subsection 22-78(e) under MU-1 district.

(Ord. No. 78-14, § 518, 1-10-79; Ord. No. 93-2, 5-12-93; Ord. No. 94-2, § 1, 3-9-94; Ord. No. 00-57, §§ 1-3, 1-10-01; Ord. No. 01-4, §§ 1, 2, 3-14-01)

Section 4- Shell Point Regional Plan and Neighborhood Overlay District

Wright's Point Charrette

SHELL POINT REGIONAL PLAN

Future Land Use

Goal: To foster growth in the Shell Point Community that is consistent with the goals of the Port Royal and Beaufort County Comprehensive Plans while protecting the existing residential areas from the adverse impacts of incompatible land uses.

Community Commercial: This Future Land Use classification contains retail and service businesses that primarily serve Shell Point area residents, but also may serve those in Port Royal, Mossy Oaks, and the Broad River Bluff neighborhoods. Businesses are meant to be accessible by car and foot. Buildings are encouraged to locate in proximity to and address the street. Requiring the parking areas to locate at the sides and rear of buildings will achieve this goal. In addition, franchise architecture is discouraged. Buildings should reflect the architectural character of the Lowcountry. Innovative, high-quality design and development is encouraged.

Neighborhood Commercial: These commercial uses should be of a size, scale and type that will serve the surrounding neighborhood, and will not create a negative impact on the quiet and safety of the surrounding residential areas. The size, scale and architecture of buildings should be compatible with that of the surrounding residential areas. Businesses are meant to be accessible by car and foot.

Residential Infill Development: To protect the integrity of existing neighborhood residential areas, infill development in existing subdivisions shall be compatible with the surrounding neighborhood. Larger parcels (5 acres and above) have option to incorporate mixed uses and housing types by using the Planned Community Option.

Planned Communities: In order to further the Traditional Neighborhood Development goals of both the County's and Town's Comprehensive Plan, this plan offers, for parcels 5 acres or greater, a Planned Community option that incorporates a mix of uses and housing types arranged in a pedestrian scale. Planned Communities would be permitted as a Limited Use or Conditional Use and would require the submission of a master plan and review by an appointed board. The following elements apply to Planned Communities:

- The internal street network needs to be interconnected and individual block sizes need to be small. The individual developments must connect to the established road network of the surrounding neighborhood and provide stub streets to future developments. Streets will equitably serve the needs of the pedestrian, the bicycle, and the automobile.
- 15% of the gross site area shall be set aside as open space. Open space includes parks, greens, trails, etc. Planned Communities shall work around natural features such as wetlands and mature forests. Public access to the marsh front is encouraged through the use of public docks and the termination of streets at the marsh front.
- A 25-foot wide, thickly vegetated buffer between established neighborhoods and incompatible uses within the Planned Community will

be required. A buffer is not required if uses and intensity at edges of Planned Developments are at the same scale as surrounding developed neighborhoods.

- Gated communities are discouraged.
- All lots share a frontage line with a street or square. Average lot frontage width must be narrow enough to allow for a pedestrian scale of development.
- Individual houses should address the street by incorporating such elements as porches and front stoops. Unless Vehicular access to dwellings should be via alleys with garages and parking pads located at the rear of the principle dwelling. Where this is not possible, garages and parking pads are to be located behind the front wall of the principle dwelling. Accessory Dwelling Units are permitted and encouraged.
- Within the Planned Community, similar land categories shall generally front across streets. Dissimilar categories shall abut at rear lot lines.
- A minimum of 2% and a maximum of 30% of the Planned Community is designated for commercial use. Parking lots shall be located at the rear and sides of commercial buildings. Small retail shops, barber shops, medical and dental offices, ice cream parlors, coffee shops, bakeries, delis, with building footprint limited to 5,000 square feet.

Parks, Natural Resources, and Wetlands

Goal: To provide for recreational, aesthetic and fitness opportunities for Shell Point Area residents by enhancing the current park facilities and improving connections between residential neighborhoods and existing parks.

Improvements to Shell Point Park: Shell Point Park occupies 14 ½ acres in the vicinity of Broad River Drive. The park is owned and maintained by the Beaufort County Parks and Leisure Service (PALS) and currently contains a walking trail, two tennis courts and an open field that is used for soccer. This plan proposes to provide additional amenities that are consistent with the passive nature of Shell Point Park.

- **Recommended Park Improvements:** Please refer to the accompanying map for the location of the recommended improvements listed below:
 1. Provide a playground in the western portion of the Park near Broad River Drive.
 2. Construct restroom facilities near the parking area where the existing septic system can be utilized.
 3. Provide a more formalized parking area constructed of a pervious material. The parking lot will need to be situated so that the existing septic system drain field is not affected.
 4. Construct a picnic shelter in the vicinity of the parking area. The shelter should be placed beneath the existing tree canopy with minimal removal of overstory trees. The shelter should be connected to the existing trail network.
 5. Extend the existing trail network into the undeveloped, County-owned wooded area at the eastern end of the park. The trail should be constructed with minimum removal of vegetation.

Wright's Point Charret

This plan recommends that this portion of the trail be constructed of a pervious material such as wood chips.

6. Provide signage at the eastern park entrance off of Broad River Drive.

- ♦ **Establish a direct pedestrian and vehicular link from Parris Island Gateway (SC 280/802) to Shell Point Park.** The recommended location of this access is through the Midtown Shopping Center (Bi-lo) property. This location provides a direct link to the existing parking area. A sign at the future Parris Island Gateway entrance is recommended.
- ♦ **Explore the future use of the existing stormwater detention ponds at the Lowcountry Medical Group and Midtown Shopping Center sites.** These ponds offer an excellent opportunity for a public/private partnership that would, in effect, expand the park boundaries. Issues that need further study include ways to lessen the liability that the ponds present. Some recommended solutions include decreasing the bank slope to prevent persons from being trapped in the pond or providing impenetrable wetland vegetation at the pond perimeter to prevent entry.
- ♦ **Monitor parking demand at the western end of the park.** There is currently no formal parking at the western end of Shell Point Park along Broad River Drive. The installation of a playground may increase the demand for parking in this area. The average number of vehicles informally parking in this area should be monitored by to determine whether the future provision of a parking lot is warranted.

Improvements to Battery Creek Boat Landing: The Beaufort County Parks and Leisure Services Department (PALS) has been charged with making improvements to County boat landings. The Battery Creek Boat Landing provides one of the finest marsh views in this part of the County. This plan recognizes that the Battery Creek Boat Landing receives heavy use by boaters, but is underutilized as a passive recreation area.

- ♦ **Provide a combined picnic pavilion and restroom facility.** The location of this facility should provide views of Battery Creek and the Russell Bell Bridge. A small-scale pavilion with two picnic tables is recommended. Picnic tables are recommended for the wooded area surrounded by the parking lot.
- ♦ **Stabilize the river bank in the area south of the boat ramp.** This portion of the riverbank is eroding and sending trees into Battery Creek. Stabilizing the riverbank would help preserve the only available County-controlled area of high ground where views of the creek can be enjoyed. It is recommended that PALS work with the Beaufort County Planning Department to devise an effective and environmentally sensitive solution to this problem.
- ♦ **Provide a vegetative buffer along the Battery Creek Marina property line.** It is recommended to screen from view the outdoor boat storage area of the Marina. Native shrubs such as wax myrtle and yaupon holly and vines such as Carolina jessamine would be most effective and require little maintenance once established. Additional river buffer vegetation along the riverbank is also recommended.
- ♦ **Formalize the parking area.** A clear delineation of parking areas is recommended to protect natural areas and to keep vehicles adequately set back from the riverbank.

Improvements to Jericho Park: This five-acre property was acquired by the County from the Federal Government in the 1970's with the stipulation that it be used only for recreational uses. The PALS department has recommended that it be used as a passive park. This parcel is one of a series of parcels that was used to provide water to the Marine Corps Air Station and the Parris Island Depot.

- ♦ **Installation of a parking area, trails, and picnic tables:** Development of this small park is meant to be as non-intrusive as possible. Designated parking for several cars, two or three picnic tables, and an interpretive trail is recommended for this park.
- ♦ **Pump House Restoration:** There is a pump house located on the southeast corner of this property. This structure may be eligible for the National Register of Historic Places. This plan recommends that historic designation for this site, along with the other remaining wells and pump houses associated with the provision of water to Parris Island be pursued by the Beaufort County Planning Department in conjunction with the Parris Island Museum. Pursuant to historic designation, the pump house should be restored and an historical marker should be provided.

Pleasure Boat Landing: There is a 2 1/2 acre parcel in the Shell Point Subdivision near the intersection of Broad River Drive and Shell Point Road that was designated in the original plat to be used as a "pleasure boat landing" for the subdivision residents. This parcel has never been developed and offers the opportunity to provide marsh front access for neighborhood residents. This plan recommends that the Shell Point Neighborhood Association explore the feasibility of developing this site as a private park for use by subdivision residents and guests. A boat landing is not practical for this site due to its distance from deep water. A small dock to be used for launching kayaks, crabbing, and marsh viewing is recommended.

Greenways: The County is in the early stages of assembling a Beaufort County Greenway Master Plan. Shell Point needs to be an integral part of that Master Plan by providing connections from the City of Beaufort, the Town of Port Royal, Burton and eventually to South of the Broad River. By utilizing existing easements, sidewalks, neighborhood roads, and potential acquired easements or property a series of connections throughout the community can be realized. The following specific elements are outlined:

- ♦ **BJWSA Water Line Easement:** The Beaufort-Jasper Water Sewer Authority has a water line easement that extends from the Shell Point Area near the Bonaire Estates Subdivision all the way to Burton Wells Park and north to Laurel Bay Road. This easement should be an integral element in a countywide greenways network.
- ♦ **System of wetlands between Baynard and Scipio Roads:** A series of tidal wetlands extend from the Broad River Marsh into Shell Point Area beyond Savannah Highway (SC 802). This plan recommends that public access be provided along this natural amenity and be integrated into the countywide greenways network.
- ♦ **Incorporation of Neighborhood Streets and sidewalks in plan:**

Preservation of Wetlands and Marsh Views: Several properties exist in the Shell Point area that should be protected for environmental quality issues (i.e. migratory waterfowl and songbird roosting and nesting habitat), critical wetlands and passive

public access to the tidal creeks and marshes that surround Shell Point. This plan recommends that Planned Communities be evaluated so that public access and views of the marsh are set aside through the provision of public docks, parks and street vistas. The neighborhood or community as a whole could provide funding and possibly partner with the County and/or Town to purchase areas of ecological significance and public access points.

Transportation

Goal: To promote safe and convenient vehicular travel on neighborhood roads and along state highways while enhancing the aesthetic appeal of their connection with the community.

Improvements to 280/802 Intersection: This plan recognizes that this intersection is rife with problems and eventually will warrant a traffic signal or some other solution. It is recommended that Beaufort County, the SC Department of Transportation and neighborhood residents work together to strike a solution to this intersection that will provide the following:

- ♦ An orderly flow of traffic coming from Port Royal and proceeding to the Broad River Bridge via Savannah Highway (SC 802).
- ♦ A reduction of conflicts with local streets in the vicinity of the intersection (Cypress St., Grafton, Dr. and Shell Point Road).
- ♦ Consideration of an alternative form of intersection such as a traffic circle.

Improvements to Baynard/Shell Point Road Intersection: This intersection currently has one stop sign for eastbound traffic from Shell Point Road extension. There is no protection for traffic continuing west across the intersection to Shell Point Road extension. Two possibilities could correct this problem:

- ♦ A "Through Traffic Yield" sign for westbound traffic continuing toward the Shell Point extension would not adversely affect the more voluminous traffic turning northbound onto Baynard from Shell Point.
- ♦ A Stop Sign could be placed on the southbound side of Baynard to protect vehicles that would continue westbound along Shell Point (there are only five homes on this extension).

802 Savannah Highway Cross-section: The SC Department of Transportation currently has no plans to widen Savannah Highway (SC 802). However, this highway provides an important link to those traveling from Port Royal and Lady's Island to Southern Beaufort County. It is highly likely that it will be widened at some future date as the County continues to grow. This plan recommends that future widening include landscaped medians along the entire length of the segment, pedestrian walkways set apart from the roadway, and street trees.

Street Connectivity: This plan recommends that future subdivisions and developments be evaluated on their effectiveness in establishing an interconnected grid network of local streets. This goal will be facilitated through the development review process when Planned Communities and other subdivisions are evaluated.

Vistas: Select advantageous highway views and promote the preservation and enhancement of vistas at these locations. The intention is to retain visual

reinforcement of the natural setting of the region, even in the face of road widening or site development. Several vista opportunities are at locations where creek and wetland incursions abut and traverse three segments of SC 802, two segments of Grober Hill Road and one wide vista remains on SC 280 just north of Picket Fences.

Economic Development and Community Enhancement

Goal: To provide for the economic development of marginalized commercial properties by offering the greatest amount of site plan flexibility, providing for shared parking, and making public sector investments that optimize private sector opportunities.

Shell Point Plaza Area: The Shell Point Plaza area at the intersection of Parris Island Gateway (SC 280) and Savannah Highway (SC 802) is the traditional and geographical center of the Shell Point Community. In order to strengthen the civic and commercial qualities of this area, this plan recommends the following:

- ♦ **Future Library Branch Location:** The Beaufort County Department of Library Services, in their long term Capital Improvements Plan (1999), proposes to construct a library branch to serve the Shell Point, Burton, Broad River and Chechessie areas when population has reached a threshold to warrant a new branch. The Library is also interested in relocating its administrative offices to this future branch. The Library has outlined several criteria for site location that include access and visibility from an arterial highway, proximity to commercial properties, access to sewer and water, and avoidance of flood prone areas. This plan recommends locating the library branch in proximity to Shell Point Plaza and Jericho Park. This location would give the library visibility on two highway corridors, spur commercial redevelopment in the Shell Point Plaza area, and give greater visibility to Jericho Park. This site is also outside of the floodplain. At a minimum, the site should accommodate 20,000 square feet of library space and 15,000 square feet of office space.
- ♦ **Shared Parking Facility:** As a library branch is developed in this area, a shared parking facility serving the library, park and nearby businesses should be considered. This would help promote well-planned commercial redevelopment in the area and reduce site costs for individual businesses.
- ♦ **Future Street:** A street running along the southern property line of Jericho Park connecting Parris Island Gateway to Savannah highway is recommended. This would provide access to the future library branch and park from both highways.

Battery Creek Boat Landing/Marina Boulevard: There is an interesting mixture of commercial, residential and recreational land uses in the vicinity of the Battery Creek Boat Landing. This area was adversely affected by the construction of the Russell Bell Bridge and the widening of Parris Island Gateway. This plan proposes to assist in the revitalization of this area by providing better visibility from Parris Island Gateway and removing some of the awkward elements that resulted when the road bed of Parris Gateway was shifted to the south.

Wright's Point Charre

- ♦ **Provision of on-street parking:** On-street parking should be provided along Marina Boulevard in order to promote redevelopment of this area by reducing site costs for individual developments.
- ♦ **Shared sign at Parris Island Gateway:** In order to help local businesses with more visibility, this plan recommends that a shared sign be provided at the intersection of Marina Boulevard and Parris Island Gateway. The sign would be similar to those used in multi-tenant shopping centers where a directory of individual businesses is provided on the same sign. This project should be a public/private partnership initiated and coordinated by Beaufort County and the Town of Port Royal, and funded by the participating businesses.
- ♦ **Removal of "Road Ends" signs:** There are currently two unsightly "road ends" signs located at both ends of Marina Boulevard. This plan recommends replacing the sign at the western end of Marina Boulevard with a cluster of palmettos or another aesthetically pleasing visual clue that conveys the same message as "road ends". Likewise, the "road ends" sign at the entrance to the Battery Creek Boat Landing should be replaced with a directional sign announcing the entrance to the landing.

Shell Point Elementary School: This heavily used community center merits an exterior design up-grade by the County, the Town, and the School Board to improve the walking student & vehicular access, parking, & pick-up spaces. The Plan specifically targets 4 redesigns to that purpose.

- ♦ Provide a safe road crossing for walking students.
- ♦ Provide another means of access for circulation & parking.
- ♦ Integrate into future neighborhoods to the north.
- ♦ Provide connections to the Shell Point Subdivision.

Future BJWSA Sewer Extensions: Much of the Shell Point Area is wet, low in elevation and, therefore, not suitable for on-lot septic systems. Unfortunately, public sewer does not serve most of the existing residential areas. As new development occurs on vacant parcels, water and sewer extensions will be necessary to accommodate this development. This plan recommends that the Town of Port Royal and Beaufort County work with the Beaufort Jasper Water-Sewer Authority to route future sewer extensions in a manner that will bring existing residential areas in closer reach to public sewer.

Implementation

Adoption of Zoning Amendments: Simultaneous to the adoption of the Shell Point Regional Plan, a series of zoning amendments will be presented to both the Beaufort County Council and Port Royal Town Council for adoption.

- ♦ **Town of Port Royal:** The planning staffs of the Town of Port Royal and Beaufort County will work together to formulate appropriate zoning amendments to implement the Land Use Plan portion of this plan. These amendments will be incorporated into the Town of Port Royal Zoning Ordinance.

- ♦ **Beaufort County:** Likewise, amendment to the Beaufort County Zoning and Development Standards Ordinance will be formulated and presented for adoption.

Short Term Projects (1 to 5 years): This series of projects are outlined in this plan that are intended to be implemented in a five-year time frame. These include:

- ♦ **Shell Point Park:** Playground equipment, restroom facilities, formalized parking, sign on Broad River Drive, picnic shelter, and trail extension. These improvements are to be implemented through PALS.
- ♦ **Battery Creek Boat Landing:** Picnic and restroom facility, riverbank stabilization, vegetative buffer, and formalized parking. These improvements are to be implemented through PALS.
- ♦ **Jericho Park:** Parking area, picnic tables and trail to be implemented by PALS. Pump house restoration to be implemented by Beaufort County Planning Department in conjunction with PALS and Parris Island.

Long Term Projects (3 to 10 years): This series of projects are outlined in this plan that are intended to be implemented in a three to ten-year time frame. These include:

- ♦ **Shell Point Park:** Auto and pedestrian connection to Parris Island Gateway. Incorporation of two detention ponds into park. To be implemented by PALS in conjunction with private property owners.
- ♦ **Pleasure Boat Landing:** Construction of a crabbing dock with small parking area. To be implemented by Shell Point Neighborhood Association with assistance from Beaufort County Planning Department.
- ♦ **Shell Point Library Branch:** Construction of a library, shared parking lot, and internal street. To be implemented by Beaufort County.
- ♦ **Parris Island Gateway/Savannah Highway Intersection Improvements:** To be implemented by SCDOT.

Chapter 15.5, Article III

Shell Point Neighborhood Overlay District

Sec. 15.5 – 50. Purpose

The purpose of the Shell Point Neighborhood Overlay District is to foster growth and economic development in the Shell Point Community that is consistent with the goals of the Port Royal and Beaufort County Comprehensive Plans while protecting the existing residential areas from the adverse impacts of incompatible land uses.

To protect the integrity of existing neighborhood residential areas, infill development on small, undeveloped parcels in established subdivisions is meant to be compatible with surroundings established neighborhoods.

Sec. 15.5–51. District Boundary

The delineation of the Shell Point Neighborhood Overlay District (SPNO) is outlined on the official zoning map of the Town of Port Royal. The SPNO district may overlay several zoning districts that shall be referred to as base zoning.

Sec. 15.5–52. Highway Corridor Standards

(a) Applicability and Administration: The following standards apply to all development located in the Overlay District that lies within 500 feet of the centerline of SC 802 and SC 280 with the exception of single-family dwellings and their accessory structures. Interpretation of these standards shall be the responsibility of the Town's Supervisory Planning Team (SPT), augmented by two (2) additional members. These additional members will be appointed by Council for a term of two (2) years. No member shall serve more than six (6) consecutive years. Appointees shall own property in the Shell Point Neighborhood Overlay District, one appointee to be a Beaufort County property owner, one appointee to be a Town of Port Royal property owner. The Review Procedures and Submittal Requirements put forth in Section 15.5-28 shall apply.

(b) Site Design Standards:

1. Adjoining commercial parcels shall provide vehicular and pedestrian linkages. Where an adjoining commercial property has been previously developed, and the owner of such property is unwilling to provide access, the parcel currently under development review shall provide a stubbed access road in the event of a future connection to the adjoining parcel once it is redeveloped.
2. Parking shall be located to the side and rear of the principle structure. Buildings with a footprint over 25,000 square feet may have parking at the front of the building provided that a minimum of 50% of the road frontage is either subdivided into out-parcels or designated for the location of frontage buildings.
3. Buildings are encouraged to locate near the street or be separated from the street by a landscaped area or pedestrian plaza.

(c) Architectural Standards:

1. General Architectural Requirements: Innovative, high-quality design and development is strongly encouraged to enhance property values and long-term economic assets along SC 802 and SC 280. The SPT has the authority to approve designs and materials that vary from the requirements of this section if the SPT deems that the proposal has architectural merit, is appropriate to the design theme of the development, and is otherwise in keeping with the purposes of this section.
2. Roofs: Roof overhangs and pitched roofs shall be incorporated into all building designs. However, buildings having large footprints, where applying a pitched roof would be impractical, may have a flat roof only if a parapet is used. Pitched roofs shall have a minimum pitch of 4:12. Long unarticulated roofs are not permitted. Roof materials shall consist of wood shingles, slate shingles, multi-layered asphalt shingles, metal (raised seam, galvanized metal, corrugated metal, metal tile, etc.) or tiles.
3. Exterior Materials and Form: Wood clapboard, wood board and batten, wood shingle siding, brick, stucco, tabby,

natural stone, faced concrete block and artificial siding material which resembles painted wood clapboard are permitted. Highly reflective glass or materials shall not be permitted as the predominant material. Long unarticulated building facades are not permitted. Internally illuminated and/or neon lighted exterior architectural or structural elements that are visible from SC 802 and SC 280 are not permitted. Plywood, cinder block, unfinished poured concrete, unfaced concrete block, and plastic or vinyl, not closely resembling painted wood clapboard are not acceptable siding materials.

4. Color: Predominant color design shall be compatible with Lowcountry or Coastal vernacular palette, which includes traditional historic colors, earth tones, grays, pale primary and secondary colors (with less than 50% color value), white and cream tones, and oxblood red. Bright primary colors and disturbing color contrasts can only be used for limited architectural accents.

5. Accessory Uses: The design of accessory buildings and structures shall reflect and coordinate with the general style of architecture inherent with the primary structure. Unscreened chain-link fences and woven metal fences are not permitted where they will be visible from SC 802 and SC 280. Exterior storage shall be screened from view from SC 802 and SC 280. Exterior displays shall consist of merchandise that cannot be practically displayed indoors. These include automobiles, plant materials, landscape structures, agricultural products, and boats.

(d) Landscaping Standards:

1. The area between the building and the highway Right-of-way line shall be landscaped or used as a formal pedestrian area such as a sidewalk or pedestrian plaza.
2. Parking Lot Trees: One 2 1/4" caliper canopy tree shall be planted for every 10 parking spaces. Each canopy tree shall be planted in a planting island or space with a minimum total area of 162 square feet. The applicant shall have the ability to combine 9' x 18' landscaped islands or use continuous planting strips between parking aisles. In small parking lots, the islands may be at the corners of the lot. Existing trees that can be preserved, by not disturbing the area within the drip line, may be counted toward the landscaping requirements. The area within the drip line of the existing trees shall not be paved with impervious materials. Proposed vegetation in isolated parking lot islands and medians shall be irrigated to insure plant survival. Figure 1 provides examples of parking lot landscaping configurations.

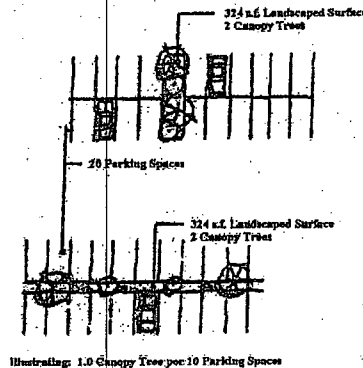


Figure 1

3. Parking Lot Buffer: Where parking areas have frontage along SC 802 and SC 280, they must be buffered from the highway with a 15 foot wide landscaped buffer. The buffer shall incorporate a mixture of canopy trees and shrubs. For every 50 feet of parking lot frontage along SC 802 and/or SC 280, two 2 1/4" caliper canopy trees shall be planted. Canopy trees located in this buffer may be counted toward the overall parking lot tree requirement.
4. Foundation Buffer: A five-foot wide landscaped buffer is required between any structure and parking and driving areas exclusive of loading ramps and drive-through facility areas.

Wright's Point Charrett

5. Planters, window boxes, hanging plants and potted plants are strongly encouraged along front elevations of buildings.

(c) **Lighting Standards:** The following lighting requirements apply to architectural lighting, parking area and site lighting, security lighting, and the illumination of outdoor storage and merchandise:

1. **Cutoff Fixtures:** All outdoor lighting fixtures rated 5,500 Lumens or more shall be full cut-off or fully-shielded fixtures as indicated in figure 2

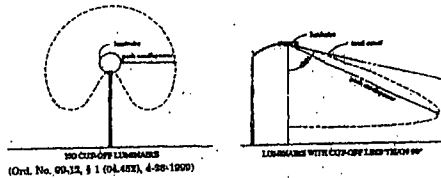


Figure 2

2. **Light glare and trespass:** With the exception of streetlights, all lighting fixtures shall be designed, located, and installed to avoid casting direct light onto adjacent properties and streets or creating glare in the eyes of motorists and pedestrians.

3. **Floodlights:** Floodlighting is discouraged, and if used, must be shielded to prevent disability glare for drivers or pedestrians, light trespass beyond the property line, and light above a 90 degree, horizontal plane. (Unshielded wallpack type fixtures are not permitted.)

4. **Height:** The height of the light shall not exceed twenty-five (25) feet above grade.

5. **Gas Station/Convenience Store Canopies:** Light fixtures for canopies shall be positioned so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy.

(f) **Signage Standards:** The design, material, color, location, and illumination of signage shall be compatible with the overall design of the development. A master signage plan shall be submitted to the SPT for review with all new projects and major project revisions. Internally illuminated signs are prohibited.

Sec. 15.5-53. Residential Use Requirements

With the exception of where a Planned Community is approved as a special use by the Supervising Planning Team in compliance with Section 15.5-54, the Permitted Uses, Conditional Uses and Other Requirements put forth below apply to all development in the Shell Point Neighborhood Overlay District where the underlying district is MU-2 or General Residential.

- Lots of record that are smaller than five acres and that have direct frontage on S.C. 280 or S.C. 802 are exempt from the requirements set forth in Sections 15.5-53 and 15.5-54.
- Duplexes, Townhouses, Multi-Family, Condominiums, and Public or Private Care Homes; and the uses listed in Sections 22-79(b) (3, 4, 5, 6, 7, and 8) and Sec. 22-79(c) are permitted under the conditions set forth 15.5-54.
- Minimum lot size shall be 10,000 square feet except as permitted in the Conditions set forth in Section 15.5-54.

Sec. 15.5-54. Planned Community

In order to further the Traditional Neighborhood Development goals set forth in the Town's Comprehensive Plan, this section offers, for parcels 5 acres or greater, a Planned Community option that incorporates a mix of uses and housing types arranged in a pedestrian scale. Planned Communities are permitted as a Special Exception and require the approval by the Supervising Planning Team (SPT).

(a) **Basic Requirements:**

1. **Minimum Site Area:** 5 acres.

2. **Permitted Uses, Setbacks, Minimum lot width and area:** These requirements shall be set forth in the underlying zoning district.

3. **Minimum Open Space:** 15% of total site area. Open space is defined as land area to be left undeveloped as part of a natural resource preservation, recreation, and buffer yards. Open space excludes areas in lots, street rights-of-way, parking, and storm water detention ponds.

4. **Maximum Aggregate Gross Density:** 8 dwelling units per acre. Density for parcels zoned Mixed Use - 2 (MU-2) or General Residential (GR) prior to March 12, 2003 will conform to the standards set forth in Section 22-66 (d) *Other requirements* and (e) *Townhouses - special requirements*.

5. **Maximum Building Height:** Height restrictions are set forth in the underlying zoning district. Buildings designated for multi-family dwellings, and non-residential uses shall be limited to 2 stories below the eave line of the roof. A third story may be added above the eave line. Mansard roofs are not permitted on multi-family buildings that exceed 2 stories in height.

6. **Buffer yards:** Where land uses other than single-family residential are located on the perimeter of a Planned Community, Buffer yard 3, as prescribed in Article IV, Section 22-78, Table 1 shall be required. All other applications of buffer yards will follow the requirements of the underlying zoning district.

7. **Lighting Standards:** Lighting guidelines specified in Section 15.5-52(e) apply to all development.

(b) **Multi-family Housing Requirements:**

1. For Planned Communities or portions thereof located further than 500 feet from the centerline of SC 802 and SC 280, no more than 30% of the total number of dwelling units may be duplexes, townhouses, or apartment buildings. However for parcels zoned Mixed Use - 2 (MU-2) or General Residential (GR) prior to March 12, 2003 up to 100 percent of the dwelling units may be duplexes, townhouses or apartment buildings.

2. For multi-family dwellings, no more than 20 dwelling units may be constructed in any one building.

3. For Planned Communities with over 40% of the dwelling units consisting of multi-family dwellings, individual site plans shall not be approved for more than 150 dwelling units unless there is at least a 25-foot landscaped or natural buffer screen separating the different portions of the plan.

4. Detached principal or accessory buildings shall not be placed closer than ten feet from any other building.

(c) **Commercial Use Requirements:**

1. No more than 30% of the total site area can be designated for commercial uses

(d) Resource Protection Requirements:

1. At least 70% of all non-tidal wetlands must be protected.
2. Wetlands to be filled cannot be more than one acre and are to be those that could not easily become part of an interconnected area that provides drainage and flood storage. The Shell Point Natural Resources Inventory Map is to be used as a reference for determining resource protection strategy.
3. Other natural resources such as maritime forests, mature upland forests, and endangered species shall be considered in the formulation of site plans.

(e) Administration: Planned Communities are permitted as a Conditional Use in the Shell Point Overlay District. The requirements of this Section in addition to Article VII, Section 22-165 apply to

1. Review by the Supervisory Planning Team (SPT): The Review Procedures as put forth in Section 15.5-28 shall apply to Planned Communities.

2. Submittal Requirements: Applications for Special Exceptions shall be submitted to the Planning Department and shall contain the following materials:

- A legal plat of the property drawn to scale showing property lines, the location of existing buildings and all easements and rights of way.
- An accurate scaled site plan showing the location of natural features, wetland delineations, all proposed property lines, proposed buffers, open space, trails, and proposed building footprints.
- A tree survey depicting the location all existing trees that are 8" dbh (diameter at breast height) or greater.
- The site plan must also specifically designate the proposed land use for each parcel. Land uses shall be designated in the following categories – single-family residential, duplexes, townhouses, apartment buildings, and commercial
- The applicant shall provide information containing the total number of dwelling units and total square footage of commercial buildings.
- Any other information, which may be reasonably required by the Planning Department to facilitate recommendations to the SPT.

3. Evaluation Criteria: The following criteria will be used by the SPT when reviewing applications for a Conditional Use for a Planned Community:

- To the greatest extent feasible require site plan to be designed around existing vegetation.
- The proposed development is consistent with the Town's Comprehensive Plan and the Shell Point Neighborhood Plan.
- The proposed development does not adversely impact the surrounding area.
- The applicant has demonstrated that there will be no negative impact on public infrastructure such as roads, and water and sewer systems, and public services such as police, fire, EMS, and solid waste collection.
- The internal street network needs to be interconnected and individual block sizes need to be small (average maximum perimeter = 1,500 feet). Alleys that serve as public rights-of-way may count towards this requirement. The individual developments must connect to the established road network of the surrounding neighborhood and provide stub streets to future developments. Streets will equitably serve the needs of the pedestrian, the bicycle, and the automobile.
- Gated communities are discouraged.
- All single-family lots share a frontage line with a street or square. Average lot frontage width must be no greater than 75 feet wide. No more than two adjoining lots may accommodate one house.
- Within the development, similar land categories shall generally front across streets. Dissimilar categories shall abut at rear lot lines.
- Individual houses shall address the street by incorporating such elements as porches and front stoops. Unless Vehicular access to dwellings should be via alleys with garages and parking pads located at the rear of the principle dwelling. Where this is not possible, garages and parking pads are to be located behind the front wall of the principle dwelling. Accessory Dwelling Units are permitted.
- Parking lots shall be located to the side and rear of commercial buildings.
- Pedestrian linkages between residential lots and active open spaces and other community amenities are required.
- Where present, duplexes, townhouse and apartment buildings shall be integrated into the Planned Community.

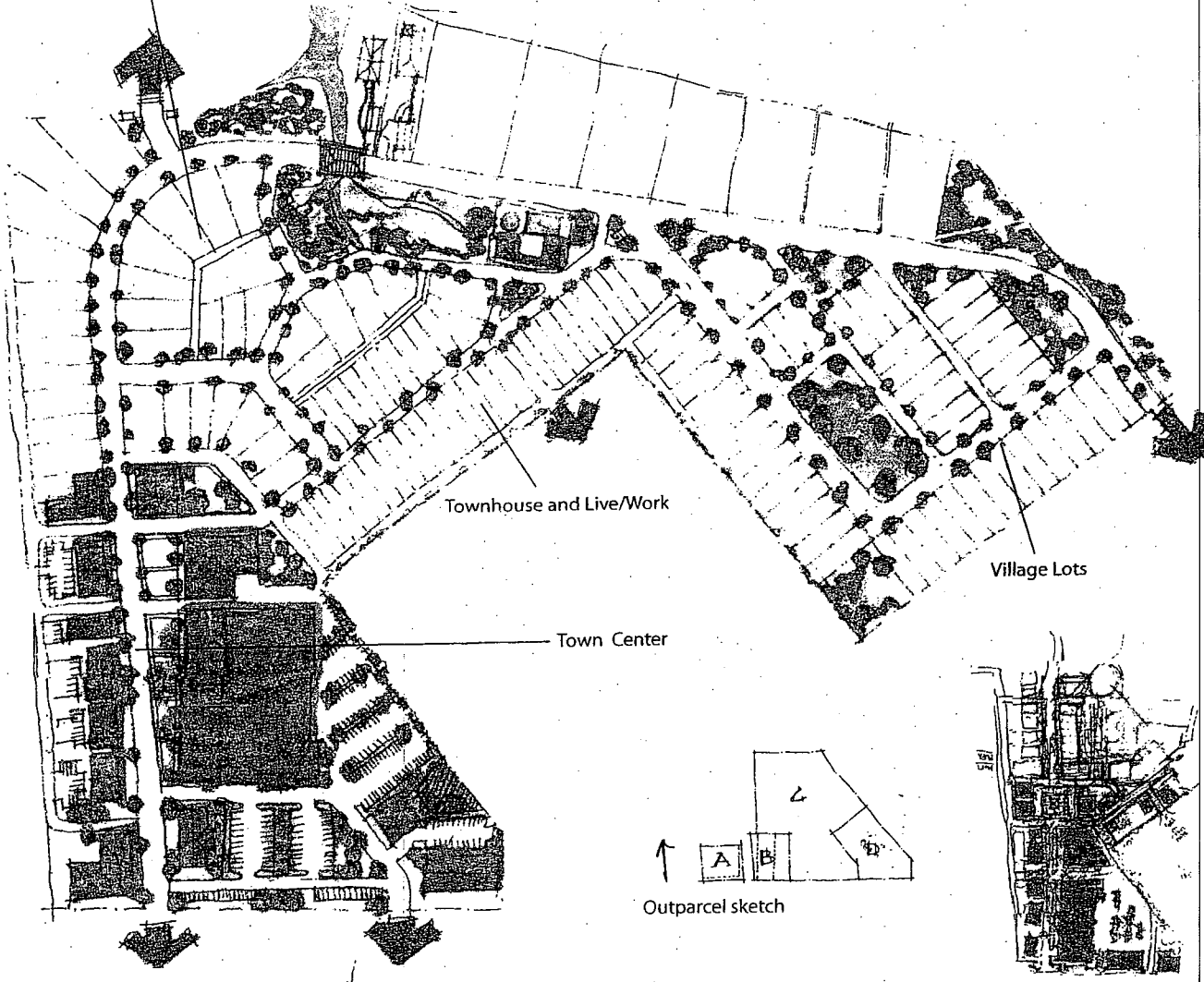
Wright's Point Charm

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Section 5- Concepts and Study Sketches

Wright's Point Charrette

Neighborhood General

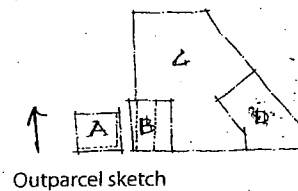


Townhouse and Live/Work

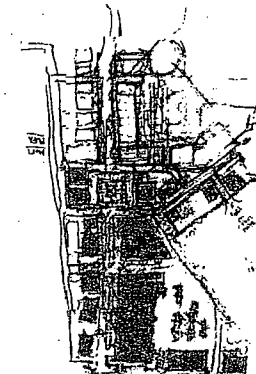
Village Lots

Town Center

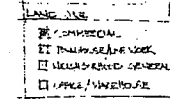
Neighborhood Concept sketch



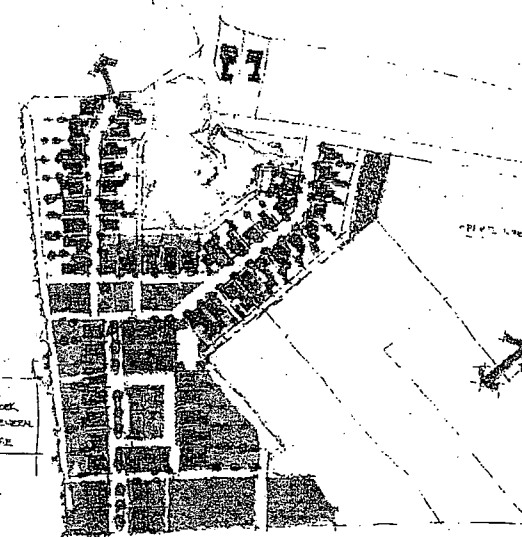
Outparcel sketch



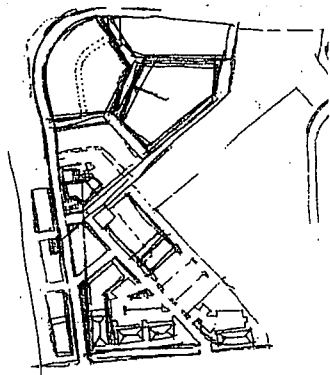
Plan sketch of commercial center with "Big Box Tenant"



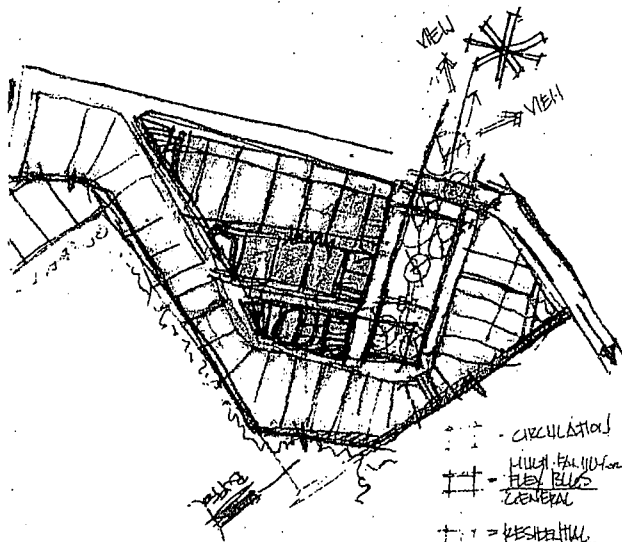
Above and to the right-
Plan sketches of village
center with small scale
commercial parcels



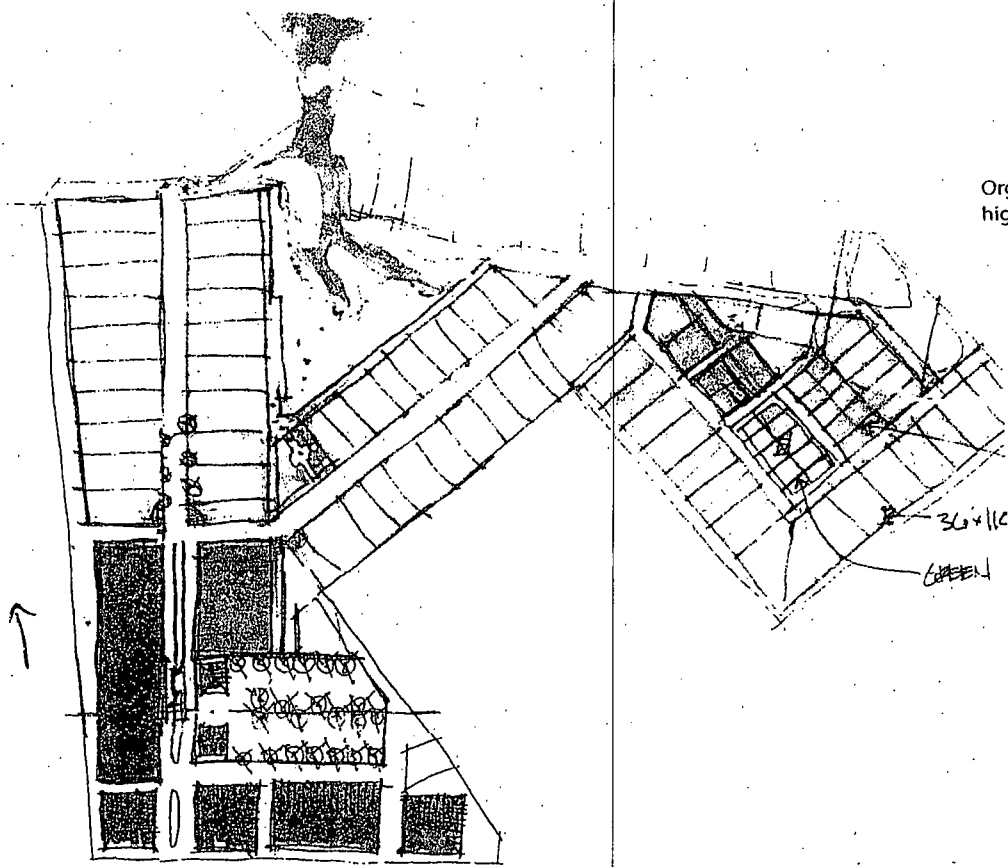
Wright's Point Charro



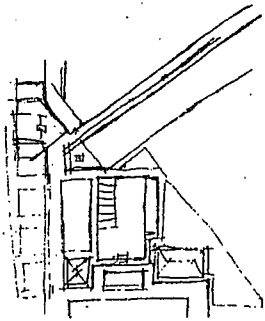
Organizational sketch



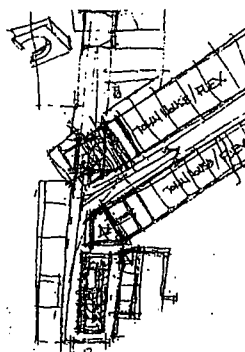
Village sketch



Town Center study

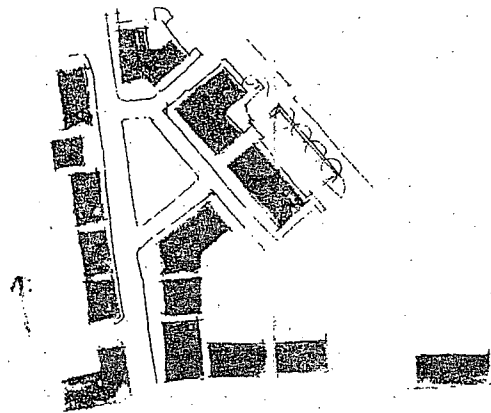


Organizational sketch with highway slip road

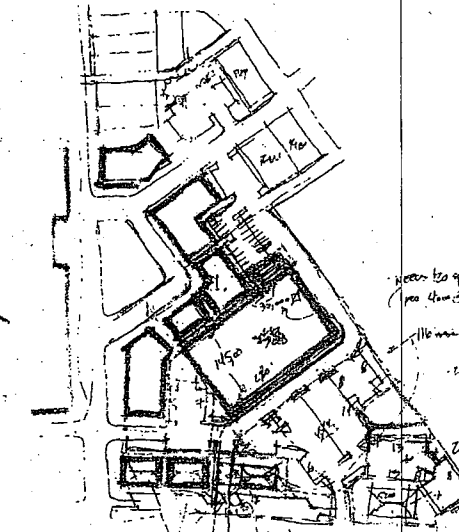


Organizational sketch of Town Center

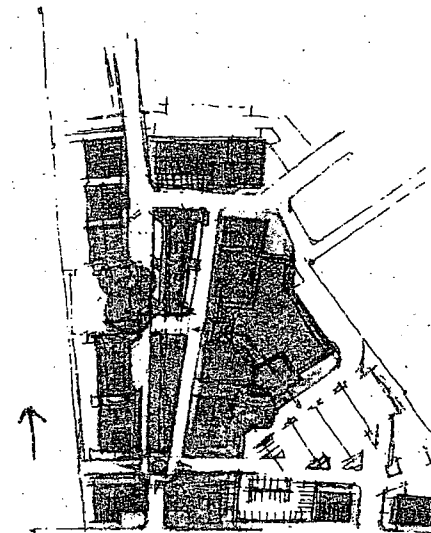
Wright's Point Charre



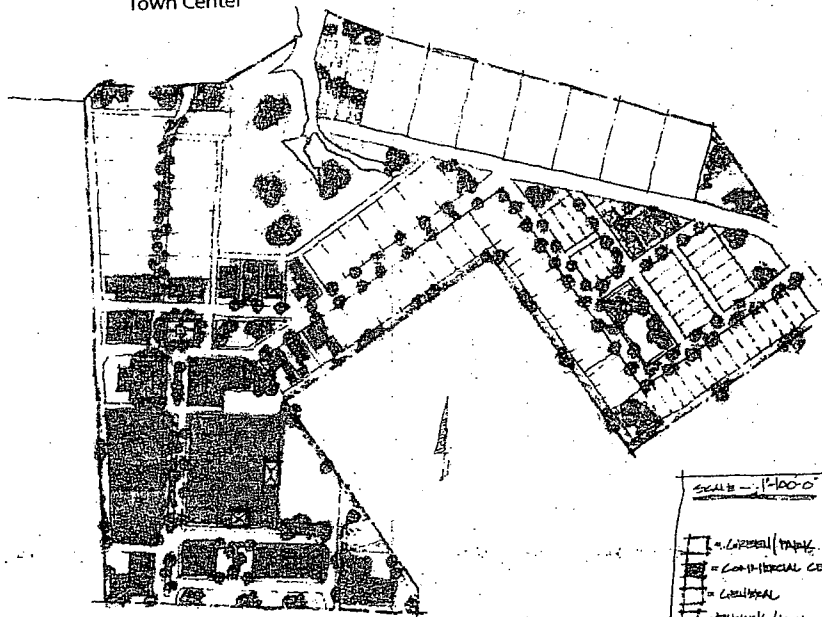
Plan sketch
Town Center



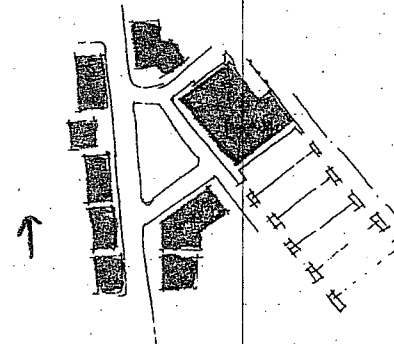
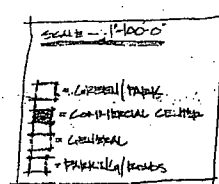
Plan Study



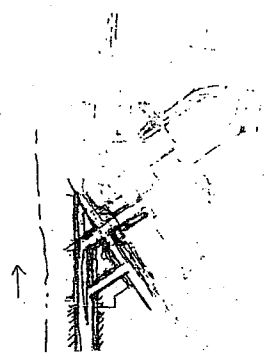
Plan sketch
Town Center



Plan Study

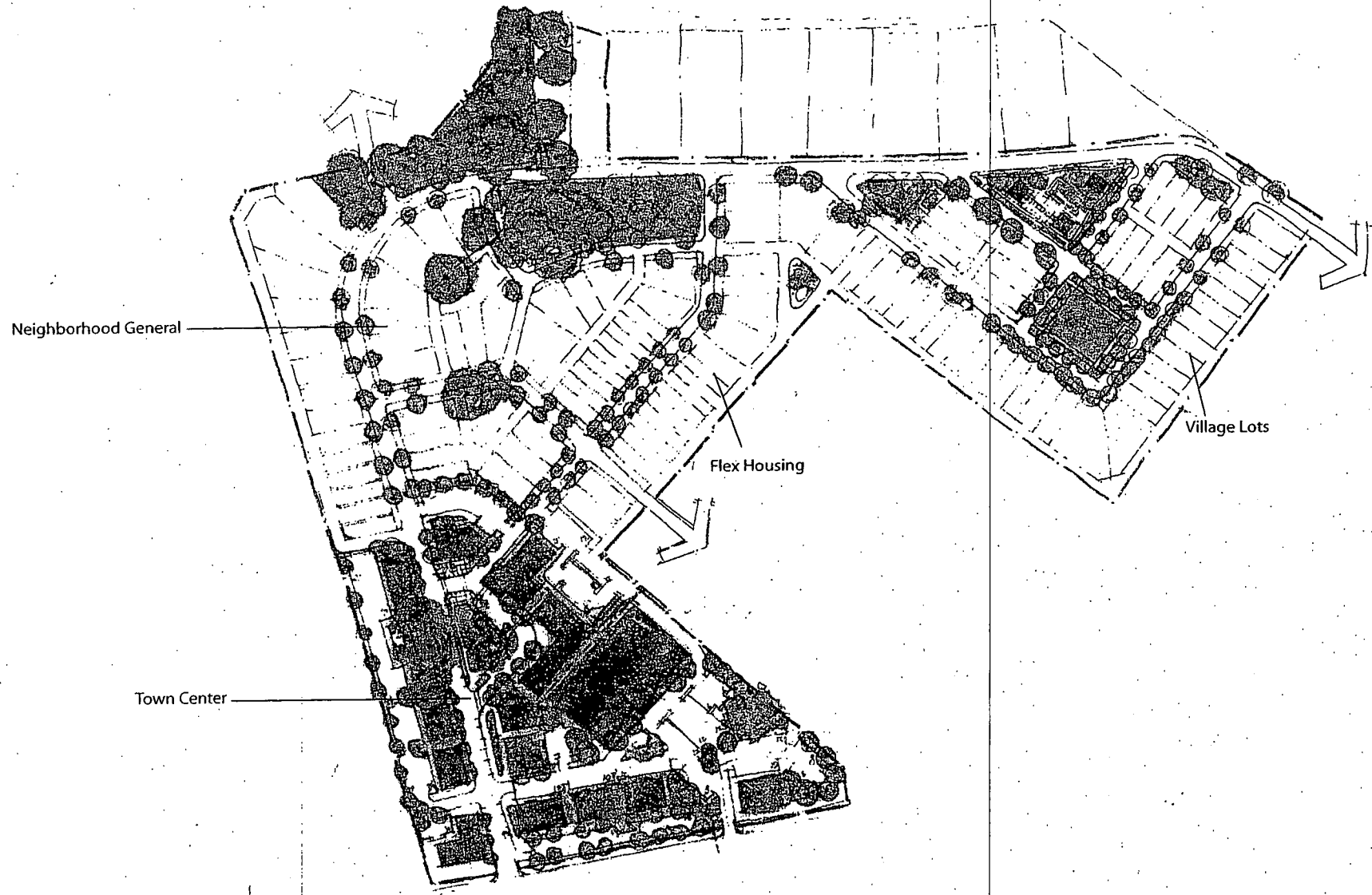


Plan sketch
Town Center



Organizational study of Town Center

Wright's Point Charre



Conceptual Master Plan

Wright's Point Charrette

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN				
	1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
	6. FILE NUMBER RATCLIFF 2007-0209		7. LOAN NUMBER		
	8. MORTGAGE INS CASE NUMBER				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
Richard Ratcliff Homes, Inc. P. O. Box 683 Port Royal, SC 29935	B. McNeal Partnership, L.P. P. O. Box 2424 Beaufort, SC 29901	
G. PROPERTY LOCATION Parcels D-1, D-2, D-3, Phase 2, Wright's Point Port Royal, SC 29935 Beaufort County, South Carolina	H. SETTLEMENT AGENT 57-1089774 David L. Tedder, P.A. PLACE OF SETTLEMENT 604-A Bladen Street Beaufort, SC 29902	I. SETTLEMENT DATE February 27, 2007

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	760,000.00	401. Contract Sales Price	760,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	10.00	403.	
104. Assessment Contribution to Wright's Point HOA	16,820.00	404.	
105.		405.	
Adjustments For Items Paid By Seller In advance		Adjustments For Items Paid By Seller In advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 02/28/07 to 01/01/08	46.26	407. County Taxes 02/28/07 to 01/01/08	46.26
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	776,876.26	420. GROSS AMOUNT DUE TO SELLER	760,046.26
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	300,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	2,822.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506. Deposit retained by seller	300,000.00
207.		507.	
208. Infrastructure Credit to Buyer	72,807.34	508. Infrastructure Credit to Buyer	72,807.34
209. 1st Note/Mortgage to Seller	387,192.66	509. 1st Note/Mortgage to Seller	387,192.66
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214. 2nd Note to Seller	16,820.00	514. 2nd Note to Seller	16,820.00
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	776,820.00	520. TOTAL REDUCT. AMT DUE SELLER	779,642.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	776,876.26	601. Gross Amount Due To Seller (Line 420)	760,046.26
302. Less Amount Paid By/For Borrower (Line 220)	(776,820.00)	602. Less Reductions Due Seller (Line 520)	(779,642.00)
303. CASH (X FROM) (TO) BORROWER	56.26	603. CASH (TO) (X FROM) SELLER	19,595.74

**DEFENDANT
EXHIBIT**

0888

20

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price \$ @ %		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:			
701. \$	to Neighborhood Realty \$52,500.00 POC		
702. \$	to		
703. Commission Paid at Settlement			
704.	to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	% to		
802. Loan Discount	% to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Ins. App. Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @ \$ /day (days %)		
902. MIP Tollns. for LifeOfLoan	months		
903. Hazard Insurance Premium	1.0 years		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ \$ per month		
1002. Mortgage Insurance	months @ \$ per month		
1003. City/Town Taxes	months @ \$ per month		
1004. County Taxes	months @ \$ per month		
1005. Assessments	months @ \$ per month		
1006.	months @ \$ per month		
1007.	months @ \$ per month		
1008.	months @ \$ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to		
1102. Abstract or Title Search	to		
1103. Title Examination	to		
1104. Deed Preparation, misc.	to David L. Tedder, P.A. \$900.00 POC by Seller		
1105. Attys fees re plat discrepancy	to David L. Tedder, P.A. \$600.00 POC by Buyer		
1106. Seller's Attorney's Fees	to David L. Tedder, P.A. \$400.00 POC		
1107. Buyer's Attorney's Fees	to David L. Tedder, P.A. \$450.00 POC		
(includes above item numbers:)			
1108. Title Insurance	to		
(includes above item numbers:)			
1109. Lender's Coverage	\$		
1110. Owner's Coverage	\$		
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed \$ 10.00; Mortgage \$	Releases \$ 10.00		
1202. City/County Tax/Stamps: Deed 2,812.00; Mortgage			2,812.00
1203. State Tax/Stamps: Revenue Stamps ; Mortgage			
1204. Recording Plat to Register of Deeds			10.00
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Developer Fees	Anthony R. Porter \$8,000.00 POC by Seller		
1304. 2006 HOA Fees	Wright's Point HOA \$2,000.00 POC by Seller		
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		10.00	2,822.00

SUBSTITUTE FOR 1099 SELLER STATEMENT: The information contained in this Settlement Statement is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price on Line 401 constitutes the Gross Proceeds of this transaction.

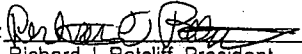
0889

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Richard Ratcliff Homes, Inc.
Seller: B. McNeal Partnership, L.P.
Settlement Agent: David L. Tedder, P.A.
(843)521-4222
Place of Settlement: 604-A Bladen Street
Beaufort, SC 29902
Settlement Date: February 27, 2007
Property Location: Parcels D-1, D-2, D-3, Phase 2, Wright's Point
Port Royal, SC 29935
Beaufort County, South Carolina

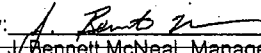
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Richard Ratcliff Homes, Inc.

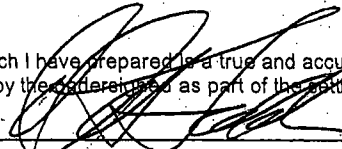
By: 
Richard J. Ratcliff, President

B. McNeal Partnership, L.P.

By: BMP Management, LLC, General Partner

By: 
J. Bennett McNeal, Manager

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the lender as part of the settlement of this transaction.


David L. Tedder, P.A.
Settlement Agent

**** REAL ESTATE CLOSING ****

34989

Buyer/Borrower: Richard Ratcliff Homes, Inc.
 Seller: B. McNeal Partnership, LP
 Lender: Palmetto State Bank
 Property: Lots 7-11, 13-21, Phase II, Wright's Po / (Parcels D-1, D-2 and D-3, Phase II)
 Settlement Date: March 6, 2007
 Disbursement Date: March 6, 2007
 Check Amount: \$ 8,000.00
 Pay To: Anthony R. Porter
 For:
 Developer Fees



DAVID L. TEDDER, P.A.
 TRUST ACCOUNT - IOLTA
 P.O. BOX 1282
 BEAUFORT, SC 29901
 (843) 521-4222

SOUTH CAROLINA BANK & TRUST
 BEAUFORT, SC 29902
 87-98/532

34989
 34989

RATCLIFF 2007-0209B

--Eight Thousand and 00/100--

Developer Fees

DATE

Dollars
AMOUNT

PAY
 TO THE
 ORDER
 OF Anthony R. Porter

March 6, 2007

\$ *****8,000.00

AUTHORIZED SIGNATURE

DAVID L. TEDDER, P.A. / TRUST ACCOUNT - IOLTA

34989

34989

Buyer/Borrower: Richard Ratcliff Homes, Inc.
 Seller:
 Lender: Palmetto State Bank
 Property: Lots 7-11, 13-21, Phase II, Wright's Po /
 Settlement Date: March 6, 2007
 Disbursement Date: March 6, 2007
 Check Amount: \$ 8,000.00
 Pay To: Anthony R. Porter
 For:
 Developer Fees

34 986

**** REAL ESTATE CLOSING ****

34986

Buyer/Borrower: Richard Ratcliff Homes, Inc.

Seller:

Lender: Palmetto State Bank

Property: Lots 7-11, 13-21, Phase II, Wright's Po /

Settlement Date: March 6, 2007

Disbursement Date: March 6, 2007

Check Amount: \$ 2,000.00

Pay To: Wright's Point Homeowners Association

For:

2006 Assessment, Parcels B&D



DAVID L. TEDDER, P.A.
TRUST ACCOUNT - IOLTA
P.O. BOX 1282
BEAUFORT, SC 29901
(843) 521-4222

SOUTH CAROLINA BANK & TRUST
BEAUFORT, SC 29902
67-98/532

34986

34 986

RATCLIFF 2007-0209B

2006 Assessment, Parcels B&D

--Two Thousand and 00/100

DATE

Dollars
AMOUNT

March 6, 2007

\$ *****2,000.00

PAY

TO THE

ORDER

OF Wright's Point Homeowners Association

AUTHORIZED SIGNATURE

DAVID L. TEDDER, P.A. / TRUST ACCOUNT - IOLTA

34986

Buyer/Borrower: Richard Ratcliff Homes, Inc.

Seller:

Lender: Palmetto State Bank

Property: Lots 7-11, 13-21, Phase II, Wright's Po /

Settlement Date: March 6, 2007

Disbursement Date: March 6, 2007

Check Amount: \$ 2,000.00

Pay To: Wright's Point Homeowners Association

For:

2006 Assessment, Parcels B&D

34986

0892

0435217368 1019869248 P.1

Lowcountry Medical Group

LLC
Cardiovascular Center of Excellence
An MUSC Affiliate

Department Of
Internal Medicine
William H. Bestermann, MD
Douglas J. Thompson, MD
F. Carl Derrick III, MD
Nicholas P. Dardas, DO

April 5, 2004

Department of
Family Practice
Arthur S. Jenkins, MD
D. Vincent Rhodes, MD
J. Craig Floyd, MD
Rodderick T., MD

Dear Bob,

Please allow this letter to serve as withdrawal of my financial and moral support from the current movement to legally separate from Bennett McNeal, Tony Porter, and our current covenants. In light of recent events, I feel it to be in our best interest as a neighborhood to continue operating under our present covenants and authorities.

Department of
Orthopaedic Surgery
Leland C. Stoddard, MD
T. Robert Rhodin, MD
Edward R. Blocker, MD

Best Regards,


Edward R. Blocker, MD

Department of
Orthopaedic Spine Surgery
Jeffery M. Reuben, MD

Department of
Cardiology
Jacob L. Nunnamaker, MD

cc Bennett Mcneal
Tony Porter

Department of
Gastroenterology
Richard P. Stewart, DO

Department of
Gynecology
Eve A. Ashby, DO

300 Midtown Drive
Beaufort, SC 29906

Phone: 843-770-0404

Medical Records
Fax: 843-524-1613

DEFENDANT'S
EXHIBIT

0893

22

004838

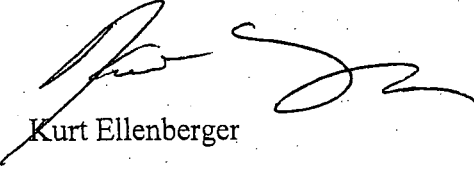
June 30, 2004

Beaufort, SC
29902

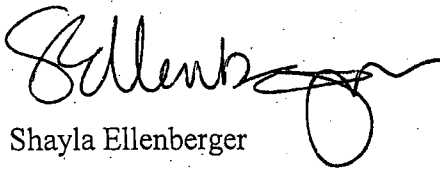
Dear Bob,

This is a brief note to serve as a formal withdrawal of our support, both moral and financial, from the present move to legally separate from the developers of Wrights Point and the current covenants. We feel that recent events and the present direction of the movement are neither in our best interest nor the best interest of the neighborhood.

Sincerely,



Kurt Ellenberger



Shayla Ellenberger

cc: Bennett McNeal

DEFENDANT'S
EXHIBIT

23

0894

004820

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Carmen Tevis Mullen, Circuit Court Judge

Case No. 04-CP-07-633

Robert L. Cullen, Andrew A. Corriveau,
John Caldwell, Andrea Hucks, Jamie Bellamy,
Michael Pearson, and David Mandell, ...Plaintiffs,

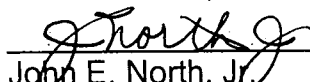
v.

J. Bennet McNeal, B. McNeal Partnership, L.P.,
Anthony R. Porter, and Wright's Point Home
Owners Association, Inc.....Respondents/Appellants,

Of whom Robert L. Cullen, Andrew A. Corriveau
and Andrea Hucks are Appellants/Respondents.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all
material proposed to be included by any of the parties and not any other material.



John E. North, Jr.
Pamela K. Black
North & Black, PC
916 Bay Street, Suite 100
Beaufort, SC 29902
(843) 379-0800 (tel)
(843) 379-0900 (fax)
Attorneys for Appellants/Respondents