

RECEIVED

Jun 12 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

William A. McKinnon, Circuit Court Judge

Case No. 2020-CP-46-03592

Summerlake Townhomes Homeowners' Association, Inc., and Susan Hagy and Karin Fuentes, individually and on behalf of all other similarly situated,

Respondents,

v.

True Homes, LLC; Carolina Development Services, LLC; Summerlake Properties, LLC; RJB Legacy Company f/k/a Barefoot & Company; BMC East, LLC, Airtron, Inc.; MPK Grading and Erosion Control, LLC; Southend Exteriors, LLC; McGee Brothers Company, Inc; Alpha Omega Construction Group, Inc.; Pender-Pettus Insulating, Inc.; Charlotte Lanehart Electric Company, Inc.; C&C Plumbing, Inc.; Associated Materials, LLC a/k/a Alside, Inc.; T&A Excavating, LLC; Callahan Excavating, LLC a/k/a Callahan Grading & Hauling, Inc. a/k/a Callahan Grading, LLC; AHR Construction, Inc., JJS Commercial Construction, Inc.; CDJ Construction, Inc.; Jimenez Contractors, LLC; J. Cov Roofing, LLC; Ayalas Window Installations, LLC; Atlanta Flooring Design Centers, Inc.; Pedro DeJesus Lopez d/b/a PJJ Construction; and Pedro Villareal-Conception d/b/a CVP Construction, Defendants,

of which True Homes, LLC is the Appellant.

AMENDED RECORD ON APPEAL VOL. II

WOLFE, CAMPBELL, GUNST & HINSON, PLLC

Brian E. Wolfe (SC State Bar No. 77463)
Robert C. Gunst, Jr. (SC State Bar No. 102957)
Joshua R. Hinson (SC State Bar No. 102270)
215 Queens Road, Suite 200
Charlotte, NC 28204

Attorneys for Appellant True Homes, LLC

THE STEINBERG LAW FIRM, LLP

F. Elliotte Quinn IV (SC Bar No. 100450)
Rachel Igdal (SC Bar No. 102744)
103 Grandview Drive
Summerville, SC 29483

Attorneys for Respondents

Index:

1. Order Denying Appellant’s Motion to Stay and Compel dated June 20, 2022.....	2
2. Order Granting Appellant’s Motion to Stay dated June 24, 2021.....	14
3. Consent Order dated September 20, 2021.....	16
4. Order Granting Respondent’s Motion to Amend dated June 14, 2022	22
5. Order Denying Appellant’s Motion to Reconsider dated August 1, 2022.....	25
6. Summons and Complaint dated November 25, 2020	28
7. First Amended Complaint dated January 31, 2022	51
8. Second Amended Summons and Complaint dated June 15, 2022.....	75
9. Transcript of Proceedings dated May 17, 2022	105
10. Appellant’s Motion to Dismiss and in the Alternative Motion to Stay dated May 20, 2021...	135
11. Appellant’s Motion to Stay and Compel Arbitration dated February 15, 2022.....	137
12. Appellant’s Memorandum in Support of its Motion to Stay and Compel Arbitration dated May 16, 2022.....	187
13. Respondent’s Motion to Amend the First Amended Complaint and Proposed Second Amended Complaint dated May 10, 2022.....	255
14. Respondent’s Memorandum in Opposition to Appellant’s Motion to Compel Arbitration dated May 17, 2022.....	293
15. Appellant’s Motion to Reconsider dated June 30, 2022.....	471
16. Appellant’s Memorandum in Support of its Motion to Reconsider dated June 30, 2022.....	475
17. Affidavit of Service on True Homes, LLC dated April 1, 2021.....	589
18. Certificate of Appellant.....	590

KJF

Declarant: Carolina Development Services

The entity responsible with the authority to make decisions for the Association (i.e. establish budget and approve exterior improvements). The Declarant has the right to hire a management company to assist in completion of necessary responsibilities for an Association.

HOA Management Company: Kuester Management Group 888-600-5044

The company is hired by the Declarant to provide management services for the operation of a Homeowner's Association. The Management Company assigns a property manager to a Community/Association to assist homeowners and to manage required responsibilities/activities of that Association.

Builder: True Homes 704-238-1229

The Builder is responsible to fulfill any commercial obligations set forth in the purchase agreement between the Builder and Developer. Builder is not responsible for management services with regard to the Homeowner's Association.

USE RESTRICTIONS: Use restrictions are included within the Declaration of Covenants, Conditions, and Restrictions, a copy of which is provided in the sales process. Use restrictions provide details for what is permitted as an exterior improvement within the community. Please refer to the Declaration for this information and contact Declarant/HOA Management Company with any questions.

GOVERNING MUNICIPAL ORDINANCES: The County and/or City ordinances may affect any proposed change to your home. There may be instances where a change is approved through the Homeowner's Association but may not be allowed through county and/or city. The homeowner must check with the county and/or city and obtain any permits or approvals that may be required.

HOMEOWNERS ASSOCIATION DUES: When applicable, the Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the community and for the Association's obligations relating to the improvement, repairing, operating, and maintaining the Common Areas.

The current assessments are \$105.00 per month for the townhomes association. In addition there is \$150.00 per quarter due to the master association. Please note that the HOA assessment amount is subject to change from fiscal year to fiscal year. A copy of the HOA budget is available by contacting the Association Management Company as provided below.

CAPITAL CONTRIBUTIONS: This fee may be required to be collected per the Declaration of Covenants, Conditions, and Restrictions. This fee can be a one-time fee paid at the time of closing on a home whether new construction or re-sale of a home. The capital contribution for this community is \$250.00. There is also a transfer fee of \$125.00. Please refer to the Declaration for specific information regarding this fee if it is applicable.

3/15/2014

KJF

APPROVAL FOR EXTERIOR IMPROVEMENTS: Any proposed exterior change or improvement to your home must receive prior approval of the Architectural Control Committee of the homeowners association through filing the appropriate application.

3/15/2014

76.0

WHEREAS, the within Declaration is being re-recorded to correct a reference to previously recorded Book and Page numbers of plats for Baden Village Subdivision, Phase 1, referenced in Exhibit "A", page 46 of the Declaration:

FILED FOR RECORD 05/17/2006
AT 01:25:36PM BOOK 08040 PAGE 00072
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000293285.

**DECLARATION OF COVENANTS, RESTRICTIONS AND PROVISIONS
FOR MEMBERSHIP IN
REGAL MANOR HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION, is made this 15th day of May, 2006, by COULSTON ENTERPRISES, INC. (hereinafter referred to as "Declarant") of First Mill Township, York County, South Carolina.

FILED FOR RECORD 05/17/2006
AT 04:22:06PM BOOK 08118 PAGE 00139
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000297732
Revised

WITNESSETH:

WHEREAS, COULSTON ENTERPRISES, INC., a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands (hereinafter referred to as the "Property") described in Article II of this Declaration; and

WHEREAS, Declarant desires to develop its properties in a coordinated manner, with provisions for certain common areas, common access ways and common regulations and cost sharing, all as more particularly set forth herein; and

WHEREAS, Declarant finds that private controls over the use of the land are an effective means of establishing, preserving, maintaining and, in some instances, enhancing, the economic or intangible values pertaining to the use and enjoyment of the Property and, to this end, Declarant desires to establish on the Property certain private land use controls, conditions, restrictions, equitable servitudes, encumbrances, affirmative obligations, burdens, benefits, reservations, easements, assessments, charges and liens (hereinafter referred to as the "Declaration" or these "Covenants"); and

WHEREAS, Declarant deems it desirable to provide a mechanism for the proper administration of these Covenants, including, but not limited to, the ownership, operation and maintenance of common facilities on the Property, the performance of acts of maintenance, administration, assessment, enforcement and other activities set forth in these Covenants and other mandated and discretionary functions consistent with the purpose of these Covenants which benefit the Property; and

Regal Manor Declaration of Covenants
Page 1

KJF

BK 08040 PG 0072

SUMMERLAKE TOWNHOMES

HOA INFORMATION SHEET

Management Company: Kuester Management Group
130 Ben Casey Drive
Ft. Mill, SC 29708
803.802.0004

Sub- Association Dues: \$105.00 monthly
Master Dues: \$150.00 Quarterly Dues
Capital Contribution: \$250.00
Master Contribution: \$100.00
Transfer Fee: \$125.00

Master Insurance policy: Gill-Holler Insurance
888-661-3938

KJF

June 20, 2013



Summerlake, TOA-Sub Association
Regal Manor-Master Association

Welcome New Owner,

Congratulations on the purchase of your new home. You are a member of two great communities. Summerlake Townhomes, is your primary association, and Regal Manor is the Master Association. Below are details of your membership for both Associations.

SUMMERLAKE, TOA

Management Community: Kuester Management Group
Mailing Address: PO Box 3340, Fort Mill, SC 29708
Community Manager: Taylor Nugent
Main Office: (803)802-0004
Email Address: support@kuester.com or taylor@kuester.com.
Monthly Fees: \$105 per month

Association Paid Services

1. Master Insurance Policy
2. Exterior Maintenance (After Warranty Period)
3. Irrigation
4. Landscape Maintenance
5. Trash Removal Service (Morning Star Trash-(803)324-2966)

REGAL MANOR, HOA

Management Community: Kuester Management Group
Mailing Address: PO Box 3340, Fort Mill, SC 29708
Community Manager: Rita Barrett
Main Office: (803)802-0004
Email Address: support@kuester.com or rita@kuester.com
Quarterly Fee: \$150 per quarter

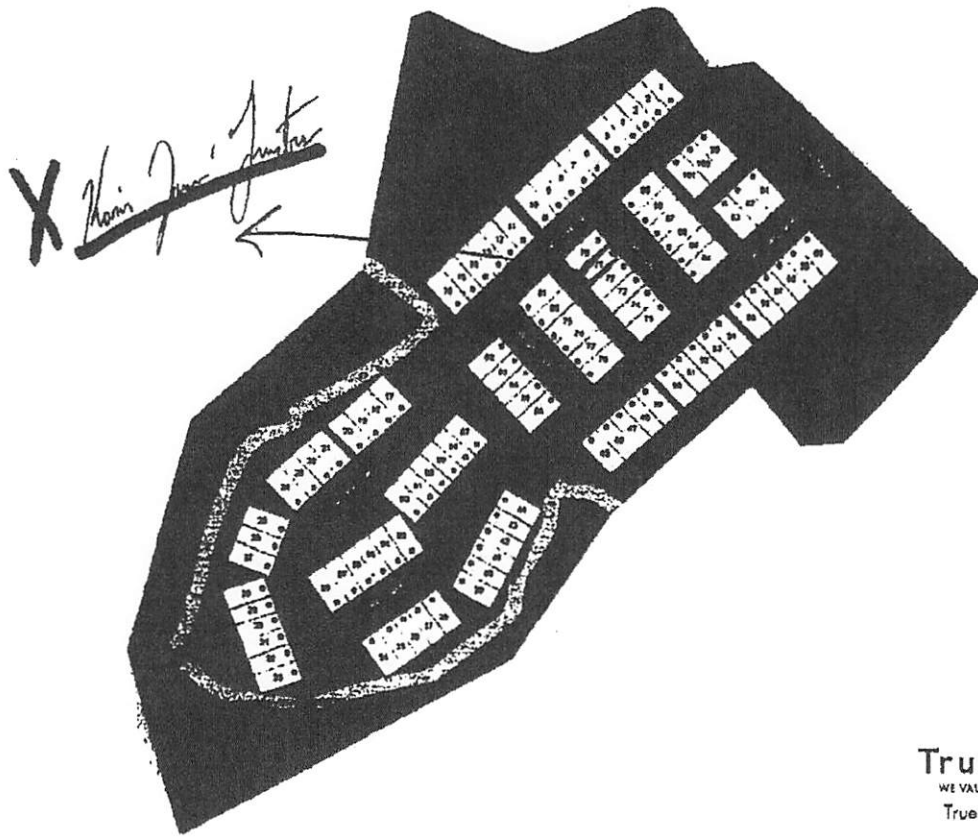
Association Paid Services

1. Pool
2. Clubhouse (Usage Fee Applicable)
3. Social Events

KJF

www.kuester.com
1-800-802-0004
10000 Kuester Blvd
Fort Mill, SC 29708

Summerlake
CITY OF YORK



TrueHomes
WE VALUE WHAT YOU VALUE
TrueHomesUSA.com

TrueHomes

WE VALUE WHAT YOU VALUE



Buyer Contact and True Connect

Community: SML Type (Dirt/Spec): SPEC

Lot: 71 Source: Walk-in (no Realtor)
(R, WI, Prep, Ref, HBC, O)

Buyer: Karin Josue Fuentes CoBuyer: _____

Home Phone: (704)491-9468 Cell Phone Number: _____

Buyer's Current Address: 8417 Riverbirch Drive Apt. 304 Charlotte, NC 28210

Realtor: _____ Office: _____
Phone: _____ Email: _____

Loan Officer: Cliff Walts Lender: BB&T
Phone: 513-310-1630 Email: cwalts@bbandt.com

WHAT IS TRUE CONNECT?

We know that one of the keys to *YOUR* satisfaction is our ability to timely and accurately communicate with you. We would like to send you a series of automated e-mail messages to keep you informed of our progress.


YOUR E-MAIL ADDRESS?

Please confirm your *primary* e-mail address or addresses below:

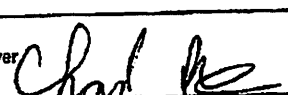
Buyer:

Co-Buyer:

I/we authorize True Homes and its affiliates and partners to use this e-mail address to communicate important information about my/our home before, during and after construction. I/we will be notified of important dates and times through e-mail. I/we will notify True Homes if this address changes. I/we agree to accept any notices required by the contract to be sent via True Connect.


 Karin Josue Fuentes
 Buyer

8/27/14
 Date

 CoBuyer 
 Chad Potat
 True Advisor

 Date
8-27-14
 Date

Revised: 8/18/2014

Contract (SPEC) (081834)

RECEIVED OCT 31 2014

PROFESSIONAL WARRANTY SERVICE CORPORATION (PWC)

PWC APPROVAL NUMBER:

TEN YEAR NEW HOME WARRANTY PLAN Ph: 1-800/850-2799 Fax: 1-800/851-2799

0 5 0 1 8 2 0 - 5

APPLICATION FOR BUILDER'S LIMITED WARRANTY ISSUANCE

Instructions and PWC Mailing Address on Reverse Side

1. BUILDER ID #: 002-122A 2. NAME OF BUILDER: True Homes LLC
3. ADDRESS OF HOME TO BE ENROLLED: 2006 Firefly Lane
4. UNIT NO.: SML LOT: 71 BLOCK:
5. CITY: Fort Mill, SC 29715 STATE: ZIP: COUNTY: York
7. ENTER THE DATE THE WARRANTY PERIOD WILL BEGIN (TITLE TRANSFER OR FIRST OCCUPANCY, WHICHEVER OCCURS FIRST) MO. 09 DAY 26 YEAR 2014
8. WHICH OCCURRED FIRST? [] FIRST OCCUPANCY [X] LOSING (TITLE TRANSFER)
9. TYPE OF FINANCING: [] VA [] FHA [X] USDA [] OTHER
10. VA or FHA CASE NUMBER (REQUIRED BY VA/FHA)
11. ENTER THE SALES PRICE OF THIS HOME: \$ 186,650.00

12. ADMINISTRATION/PWC FEES INSURANCE PREMIUM SURPLUS LINES TAX ENROLLMENT FEE DUE
\$ + \$ + \$ = \$ 249.27

13. WAS A STATEMENT SIGNED BY THE HOME BUYER IDENTIFYING MATERIALS OR ITEMS OF WORK TO BE EXCLUDED FROM WARRANTY COVERAGE BECAUSE THEY WERE NOT PROVIDED BY THE BUILDER? [] YES [X] NO

14. NAME OF INITIAL PURCHASER(S) OF HOME: (LAST NAME, FIRST NAME) Karin Fuentes
14a. EMAIL ADDRESS: kj13569@gmail.com
14b. PHONE #:

15. HOME TYPE (CHECK ONE)
A. SINGLE FAMILY ATTACHED: [X]
B. SINGLE FAMILY DETACHED: []
16. MAILING ADDRESS (IF DIFFERENT FROM ABOVE NUMBER AND STREET - LINE 3) Same
17. CITY STATE ZIP

18. IF FULL OR PARTIAL BASEMENT, IS BASEMENT FINISHED LIVING SPACE? [] YES [X] NO
19. IS HOME SERVICED BY AN INDIVIDUAL WELL? [] YES [X] NO
20. IS HOME SERVICED BY AN INDIVIDUAL SEPTIC SYSTEM? [] YES [X] NO
21. DOES HOME HAVE AN ATTACHED CARPORT OR GARAGE? [X] YES [] NO
22. FOUNDATION TYPE (CHECK ONE) A. [] FULL BASEMENT B. [] PARTIAL BASEMENT C. [] CRAWL SPACE D. [] SLAB ON GRADE E. [] PIER AND BEAM
23. FOUNDATION CONSTRUCTION A: [X] POURED CONCRETE [] WOOD C. [] BLOCK [] OTHER
24. INSPECTION TYPE [X] MUNICIPAL/GOVERNMENTAL [] PRIVATE [] SPECIAL

BUILDER: I certify that the home is ready for occupancy and has been constructed in accordance with all required building standards, that any required inspections have been performed, and that all statements in this Application are true and complete.

25. Signature of Builder or Builder's Authorized Agent: [Signature] Date: 08/28/2014

HOME BUYER ACKNOWLEDGEMENT (LINES 26 & 27) The undersigned hereby acknowledges and agrees as follows:

I/we acknowledge that I/we have received, reviewed and understand the Builder's Limited Warranty document (PWC # 107). I/we acknowledge that the builder cannot make representations as to its Builder's Limited Warranty that contradict or are inconsistent with the terms and conditions stated in its Builder's Limited Warranty.

26. Signature of Home Buyer(s): [Signature] Date: 10/24/14

(THIS SECTION, LINE 27, DOES NOT APPLY TO HOMES WITH ORIGINAL FHA or VA - MORTGAGES)

I/we acknowledge and agree all disputes under and relating to the Builder's Limited Warranty (including disputes on which issues shall be submitted to arbitration; alleged breach of the Builder's Limited Warranty; and alleged violations of statutes or regulations relating to consumer protection or unfair trade practices) shall be submitted to binding arbitration before an independent third party arbitration organization. I/we agree the decision of the arbitrator(s) shall be binding on all parties. Any such binding arbitration(s) shall be conducted in accordance with the rules and procedures applicable to the arbitration organization hearing the dispute or, where those rules are silent, the United States Arbitration Act (9 U.S.C. § et seq.).

27. Signature of Home Buyer(s): [Signature] Date: 10/24/14

28. CERTIFICATION: I contacted PWC on this date ___/___/___ for an approval number, and has above is a participant in good standing of the Professional Warranty Program as of this date and eligible to enroll

© Professional Warranty Service Corporation PWC-953 8/11 Original-PWC Canary-Builder Pink-FHA/VA/Utility



id 2

ELECTRONICALLY FILED 2022 Jun 30 4:09 PM YORK COMMON PLEAS CASE#2020CP4603592

BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation



To the Home Buyer

Approximately 6 weeks after closing, you should receive a Builder's Limited Warranty Coverage Validation Form and the **BUILDER'S LIMITED WARRANTY** from the warranty program administrator. If you have not received these items by that time, first contact the **BUILDER** to verify that the application and fees were sent to the administrator. You do not have a valid warranty without the issuance of a Builder's Limited Warranty Coverage Validation Form and **BUILDER'S LIMITED WARRANTY**.

Enclosed with this **BUILDER'S LIMITED WARRANTY**, is a Builder's Limited Warranty Coverage Validation Form. The Builder's Limited Warranty Coverage Validation Form provides the dates on which the specific warranty coverage periods begin and expire. It is important that this form is retained with the **BUILDER'S LIMITED WARRANTY**.

This **BUILDER'S LIMITED WARRANTY** does not cover **CONSEQUENTIAL DAMAGES** or incidental damages. Liability under this **BUILDER'S LIMITED WARRANTY** is limited to the amount shown on the Builder's Limited Warranty Coverage Validation Form.

WE make no housing merchant implied warranty of habitability or any other warranties, express or implied, in connection with the sales contract or the warranted **HOME**, and all such warranties are excluded, except as expressly provided in this **BUILDER'S LIMITED WARRANTY**. There are no warranties which extend beyond the face of this **BUILDER'S LIMITED WARRANTY**.

Some States prohibit the exclusion or limitation of **CONSEQUENTIAL DAMAGES** or incidental damages by the **BUILDER**, so all the limitations or exclusions may not apply to **YOU**.

I. Coverage Limit

The amount shown on the Builder's Limited Warranty Coverage Validation Form is **OUR** limit of liability. It is the most **WE** will pay or expend for all covered **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** regardless of the number of claims made during the warranty period. Once **OUR** limit of liability has been paid, no further claims can be made against this **BUILDER'S LIMITED WARRANTY**.

II. Warranty Coverage

Coverage under this **BUILDER'S LIMITED WARRANTY** changes over the course of the ten year term. Section A refers to coverage provided during the first year; Section B refers to coverage provided during the second year; and Section C refers to coverage provided during the third through tenth year.

Section A Coverage

Beginning on the **WARRANTY DATE-HOME** and **WARRANTY DATE-COMMON ELEMENTS**, **WE** warrant for one year that the construction of **YOUR HOME** (including **COMMON ELEMENTS** related thereto) will conform to the **STANDARDS OF PERFORMANCE** for first year coverage and warranty tolerances for **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. Coverage under Section A expires one year after the **WARRANTY DATE-HOME** and/or **WARRANTY DATE-COMMON ELEMENTS**. To be eligible for coverage **WE** must receive written notice of the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** within thirty (30) days after the expiration date of the coverage.

Section B Coverage

During the second year following the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**, **WE** warrant that **SYSTEMS** (including the **COMMON ELEMENTS** related thereto) will conform to the **STANDARDS OF PERFORMANCE** for second year coverage and warranty tolerances for **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. Coverage under Section B expires two years after the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**. To be eligible for coverage **WE** must receive written notice of the **SYSTEMS DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** within thirty (30) days after the expiration date of the coverage.

Section C Coverage

During the third through tenth years following the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**, **WE** warrant the construction of **YOUR HOME** (including **COMMON ELEMENTS** related thereto) will conform to the warranty tolerances for **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. Coverage under Section C expires 10 years after the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**. To be eligible for coverage **WE** must receive written notice of the **DEFINED STRUCTURAL ELEMENT FAILURE** within thirty (30) days after the expiration of the coverage.

III. OUR Coverage Obligations

All notices of **DEFICIENCIES**, **DEFINED STRUCTURAL ELEMENT FAILURES**, and complaints under this **BUILDER'S LIMITED WARRANTY** must be made by **YOU** in writing. Telephonic or face-to-face discussion will not protect **YOUR** rights under this **BUILDER'S LIMITED WARRANTY**.

WE will have been considered to have breached this **BUILDER'S LIMITED WARRANTY** only if **WE** fail to correct a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** in accordance with the terms and conditions of this **BUILDER'S LIMITED WARRANTY**.

DEFICIENCIES

In the event a **DEFICIENCY** occurs during the applicable coverage period, **WE** will, upon receiving written notice from **YOU**, test or inspect the **DEFICIENCY** to confirm coverage for the **DEFICIENCY** within a reasonable time after **WE** receive **YOUR** notice. Upon confirmation of a **DEFICIENCY**, **WE**, **OUR** insurer, or another third party designated by **US** will repair, replace or pay **YOU** the actual cost of repairing or replacing the **DEFICIENCY**. The decision to repair, replace, or to make payment to **YOU** is at **OUR** or **OUR** insurer's sole option.

DEFINED STRUCTURAL ELEMENT FAILURE

In the event a **DEFINED STRUCTURAL ELEMENT FAILURE** occurs during the applicable coverage period, **WE**, **OUR** insurer, or another third party designated by **US** will, upon receiving written notice from **YOU**, test or inspect the **DEFINED STRUCTURAL ELEMENT FAILURE** to confirm coverage for the **DEFINED STRUCTURAL ELEMENT FAILURE** within a reasonable time after **WE** receive **YOUR** notice. Upon confirmation of a **DEFINED STRUCTURAL ELEMENT FAILURE**, **WE**, **OUR** insurer, or another third party designated by **US** will repair, replace or pay **YOU** the actual cost of repairing or replacing the **DEFINED STRUCTURAL ELEMENT FAILURE**. The decision to repair, replace, or to make payment to **YOU** is at **OUR** or **OUR** insurer's sole option.

IV. Coverage Limitations

When **WE** repair a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**, the repair will include the correction or replacement of only those surfaces, finishes and coverings that were damaged by the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** that were part of the **HOME** when title was first transferred by **US**.

WE will repair and replace surfaces, finishes and coverings that require removal or replacement in order for **US** to repair or replace **DEFICIENCIES** and **DEFINED STRUCTURAL ELEMENT FAILURE(S)**. The extent of **OUR** repair and replacement of these surfaces, finishes or coverings will be to approximately the same condition they were in prior to the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**, but not necessarily to a like new condition.

WE will only refinish those surfaces that were damaged by a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**.

When **WE** undertake repair on surfaces, finishes and coverings, **OUR** repair will attempt to achieve as close a match

with the original surrounding areas as is reasonably possible, but **WE** cannot guarantee an exact match due to such factors as fading, aging and unavailability of the same materials.

V. Exclusions

A. This **BUILDER'S LIMITED WARRANTY** does not cover:

1. Any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting, either directly or indirectly, from the following causes or occurring in the following situations:
 - a. Fire;
 - b. Lightning;
 - c. Acts of God;
 - d. Explosion;
 - e. Riot and Civil Commotion;
 - f. Smoke;
 - g. Hail;
 - h. Aircraft;
 - i. Falling Objects;
 - j. Vehicles;
 - k. Floods;
 - l. Wind Driven Water;
 - m. Earth Movement including but not limited to:
 - (i). Earthquake, landslide or mudslide;
 - (ii). Mine subsidence, sinkholes or changes in the underground water table not reasonably foreseeable at the time of construction;
 - (iii). Volcanic eruption; explosion or effusion;
 - n. Wind including but not limited to:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - o. Insects, animals or vermin;
 - p. Rot, moisture, corrosion, rust or mildew;
 - q. Changes of the grading of the ground by anyone other than **US** or **OUR** agents, or subcontractors;
 - r. Changes, additions, or alterations made to the **HOME** by anyone after the **WARRANTY DATE-HOME** or **WARRANTY DATE-COMMON ELEMENTS**, except those made or authorized by **US**;
 - s. Any defect in material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors;
 - t. Improper maintenance, negligence or improper use of the **HOME** by **YOU** or anyone else;
 - u. Dampness or condensation due to **YOUR** failure to provide adequate ventilation;
 - v. Abnormal loading on floors which exceeds design loads;
2. Any costs arising from, or any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **POLLUTANTS**. **WE** will not cover costs or expenses arising from the uninhabitability or health risk due to the proximity of **POLLUTANTS**. **WE** will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor **POLLUTANTS** ;
3. Any costs arising from, or any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURE(S)** resulting from the effects of electromagnetic fields (EMF's) or radiation;

4. Any damage to personal property;
 5. Any **CONSEQUENTIAL DAMAGES** ;
 6. Any damage to **CONSUMER PRODUCTS** ;
 7. Any **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**:
 - a. that **YOU** become aware of after the **HOME** is not being used primarily as a residence;
 - b. which **YOU** have not taken timely and reasonable steps to protect and minimize damage after **WE** have provided **YOU** with written authorization to prevent further damage;
 8. Any **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** that is covered by any other express warranty or insurance coverage **YOU** may have; and
 9. Any non-conformity with local building codes, regulations or requirements that has not resulted in a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**. While **WE** acknowledge **OUR** responsibility to build in accordance with applicable building codes, this **BUILDER'S LIMITED WARRANTY** does not cover building code violations in the absence of a **DEFICIENCY** or a **DEFINED STRUCTURAL ELEMENT FAILURE**. In such instance, **YOUR** recourse is under the building code and other applicable laws and not under this **BUILDER'S LIMITED WARRANTY**. This exclusion in no way mitigates or relieves **US** of **OUR** obligation to build in accordance with applicable building codes.
- B. **OUR BUILDER'S LIMITED WARRANTY** does not cover any loss or damage as a result of any **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** which would not have occurred in the absence of one or more of the events or conditions listed in **Exclusions**, Section A.1, A.2 or A.3. above. **OUR BUILDER'S LIMITED WARRANTY** does not cover any such loss or damage regardless of:
1. the cause of the excluded event or condition; or
 2. other causes of the loss or damage; or
 3. whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

VI. Procedure to Request US To Perform Under This BUILDER'S LIMITED WARRANTY

If **YOU** become aware of a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** that **YOU** believe is covered under this **BUILDER'S LIMITED WARRANTY**, **YOU** have the following responsibilities:

A. Notification

Notify **US** in writing as soon as it is reasonably possible, but in no event may **YOUR** written notice be received by **US** or postmarked later than thirty (30) days after the warranty for the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** expires.

If the written notice is postmarked or received by **US** more than thirty (30) days beyond the warranty expiration date,

WE shall have no obligation to repair or replace the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**.

If the **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** involves a **COMMON ELEMENT** written notice must be made by a designated representative of the condominium association.

B. Cooperate With US

YOU must give **US**, **OUR** employees, agents, subcontractors or insurers reasonable help in investigating, monitoring or correcting **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**. Help includes, but is not limited to, granting **US** reasonable access to **YOUR HOME**.

If **YOU** fail to help **US**, **WE** will have no obligation to repair, replace or pay **YOU** for **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**.

C. Do Not Make Voluntary Payments

YOU agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition **YOU** believe is a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** without **OUR** prior written approval. **WE** will not reimburse **YOU** for costs incurred where **YOU** did not obtain **OUR** prior written approval.

However, **YOU** may incur reasonable expenses in making repairs in an **EMERGENCY CONDITION** without **OUR** prior written approval, provided the repairs are solely for the protection of the **HOME** from further damage, and provided **YOU** notify **US** as soon as possible, but in no event later than 5 days after the repairs were undertaken. To obtain reimbursement for repairs made during an **EMERGENCY CONDITION**, **YOU** must provide **US** with an accurate written record of the repair costs.

D. Sign A Release

When **WE** have completed repairing, replacing or paying **YOU** the cost of repairing or replacing, **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**, **YOU** must sign a full release of **OUR** obligation for the **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** **WE** corrected.

E. If YOU Disagree With US

Binding Arbitration will be the sole remedy for resolving disputes between **YOU** and **US** that arise from or relate to this **BUILDER'S LIMITED WARRANTY**. The binding arbitration procedure is described in the following section.

VII. Binding Arbitration Procedure

Any disputes between **YOU** and **US** or **OUR** insurer related to or arising from this **BUILDER'S LIMITED WARRANTY** will be resolved by binding arbitration. Disputes subject to binding arbitration include but are not limited to:

- A. **WE** do not agree with **YOU** that a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** is covered by this **BUILDER'S LIMITED WARRANTY**;
- B. **WE** do not correct a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** to **YOUR** satisfaction or in a manner that **YOU** believe this **BUILDER'S LIMITED WARRANTY** requires;

- C. **WE** fail to respond to **YOUR** written notice of a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**;
- D. Disputes related to **COMMON ELEMENTS**;
- E. Alleged breach of this **BUILDER'S LIMITED WARRANTY**;
- F. Alleged violations of consumer protection, unfair trade practice, or other statutes;
- G. Disputes concerning the issues that should be submitted to binding arbitration;
- H. Disputes concerning the timeliness of binding arbitration requests.

Any binding arbitration proceeding will be conducted by an independent arbitration organization designated by **PWC** or **OUR** insurer. The rules and procedures followed will be those of the designated arbitration organization. A copy of the applicable rules and procedures will be delivered to **YOU** upon request.

The arbitration will determine **YOUR** and **OUR** or **OUR** insurer's rights and obligations under this **BUILDER'S LIMITED WARRANTY**. These rights and obligations include but are not limited to those provided to **YOU** or **US** by local, state or federal statutes in connection with this **BUILDER'S LIMITED WARRANTY**.

The award of the arbitrator will be final, binding and enforceable as to both **YOU** and **US** or **OUR** insurer, except as modified, or vacated in accordance with applicable rules and procedures of the designated arbitration organization, or, in their absence, the United States Arbitration Act (9 U.S.C. § 1 et seq.)

Binding arbitration shall be the sole remedy for resolving disputes for **YOU** and **US** and **OUR** insurer. The costs and expenses for the arbitration will be paid by **US** or **OUR** insurer except for the Eighty Dollar (\$80.00) arbitration filing fee which will be paid by the party requesting arbitration. If **YOU** request arbitration and **YOU** prevail on any claimed **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** under dispute, the Eighty Dollar (\$80.00) arbitration filing fee will be refunded to **YOU**.

The process for **YOU** to initiate arbitration is described below. **WE** will use the same process if **WE** initiate arbitration.

Step 1 **YOU** complete a Binding Arbitration Request Form and mail it together with an Eighty Dollar (\$80.00) arbitration filing fee to **PWC**. A Binding Arbitration Request Form is attached to this **BUILDER'S LIMITED WARRANTY**. **YOUR** Binding Arbitration Request Form must be received no later than 90 days after the coverage for the disputed item expires. Please Note that while **YOU** have 90 days to file for arbitration, this time period does not extend the warranty coverage period for **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES**. **YOU** must still notify **US** of an alleged **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE** no later than 30 days after coverage for that item expires.

Step 2 **PWC** Will Arrange the Arbitration Proceeding. The Arbitrator or arbitration organization will notify **YOU** of the time, date and location of the arbitration hearing. Most often the hearing will be conducted at **YOUR HOME** or some other location that is agreeable to all the parties of the dispute. In scheduling the hearing the arbitrator will set a time and date that is reasonably convenient to all the parties.

Step 3 The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, **YOU, US** and/or **OUR** insurer.

After evidence is presented by **YOU, US** or **OUR** insurer, an award will be rendered by the arbitrator. The award is final and binding on **YOU, US** and **OUR** insurer. The award will include a ruling on the existence of any claimed or alleged **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** as well as any other disputed matters or issues related to this **BUILDER'S LIMITED WARRANTY**.

Step 4 OUR Arbitration Performance Obligations. **WE** will comply with the arbitrator's award no later than 60 days from the date of the award. However, delays caused by circumstances beyond **OUR** or **OUR** insurer's control shall be excused.

Step 5 If WE Fail To Comply With The Award. **YOU** should contact **PWC** at its mailing address specified in this **BUILDER'S LIMITED WARRANTY** if the arbitrator's award is not complied with in a timely manner. **PWC** will then be responsible for contacting the arbitration organization. **PWC** will establish an appropriate process to enforce compliance of the award as provided in the original binding arbitration proceeding.

VIII. General Conditions

A. Separation of This BUILDER'S LIMITED WARRANTY From The Contract Of Sale

This **BUILDER'S LIMITED WARRANTY** is separate and independent of the contract between **YOU** and **US** for the construction and/or sale of **YOUR HOME**. The provisions of this **BUILDER'S LIMITED WARRANTY** shall in no way be restricted by anything contained in the construction and/or sales contract between **YOU** and **US**.

B. Transfer to Subsequent HOMEOWNERS

YOU may transfer this **BUILDER'S LIMITED WARRANTY** to new owner's of the **HOME** for the remainder of the warranty coverage period provided that **YOU** or the new owners notify **PWC** in writing, utilizing the Subsequent Home Buyer Acknowledgement and Assignment form attached to this **BUILDER'S LIMITED WARRANTY** after ownership is transferred. **OUR** duties under this **BUILDER'S LIMITED WARRANTY** to the new **HOMEOWNER** will not exceed the limit of liability then remaining, if any.

C. Transfer of Manufacturer's Warranties

WE assign to **YOU** all the manufacturer's warranties on all the appliances and equipment that **WE** installed in **YOUR HOME**. Should an appliance or item of equipment malfunction **YOU** must follow the procedures set forth in that manufacturer's warranty to correct the problem. **OUR** obligation under this **BUILDER'S LIMITED WARRANTY** is limited to the workmanlike installation of such appliances and equipment. **WE** have no obligation for appliances and equipment defined as **CONSUMER PRODUCTS**.

D. Recovery Rights

If **WE** repair, replace or pay **YOU** the cost to repair or replace a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**, or other related damage to **YOUR HOME** covered by this **BUILDER'S LIMITED WARRANTY**, **WE** are entitled, to the extent of **OUR** payment, to take over **YOUR** related rights of recovery from other people and organizations, including but not limited to, other

warranties and insurance. **YOU** have an obligation not to make it harder for **US** to enforce these rights. **YOU** agree to sign any papers, deliver them to **US**, and do anything else that is necessary to help **US** exercise **OUR** rights.

E. General Provisions

1. If any of the terms or provisions of this **BUILDER'S LIMITED WARRANTY** conflict with the statutes of the state in which this **BUILDER'S LIMITED WARRANTY** is issued the warranty is amended to conform to such statute, except insofar as the terms and provisions are governed by the United States Arbitration Act.
2. If a court of competent jurisdiction deems any provision of this **BUILDER'S LIMITED WARRANTY** unenforceable, that determination will not effect the remaining provisions.
3. This **BUILDER'S LIMITED WARRANTY** is to be binding on **YOU** and **US** and, as respects the arbitration process, on **OUR** insurer. It is also binding on **YOUR** and **OUR** heirs, executors, administrators, successors, and assigns, subject to paragraph B of the **General Conditions**.
4. As may be appropriate, the use of the plural in this **BUILDER'S LIMITED WARRANTY** includes the singular, and the use of one gender includes all genders.

IX. Definitions

BUILDER means the individual, partnership, corporation or other entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides **YOU** with this **BUILDER'S LIMITED WARRANTY**. Throughout this document the **BUILDER** is also referred to as "**WE**", "**US**" and "**OUR**".

BUILDER'S LIMITED WARRANTY means only this express warranty document provided to **YOU** by **US**.

COMMON ELEMENTS means the structure, components of enclosure, and any part of the **HOME**, as specified in the condominium documents as a **COMMON ELEMENT**. This may include, but is not limited to, corridors, lobbies, vertical transportation elements, rooms, balconies or other spaces that are for the common use of the residents of the **HOME**. **SYSTEMS** serving two or more **HOMES**, and the outbuildings that contain parts of such **SYSTEMS** are also included in this definition.

CONSEQUENTIAL DAMAGES means a loss or injury other than the cost to correct a **DEFICIENCY** or **DEFINED STRUCTURAL ELEMENT FAILURE**. This definition includes, but is not limited to, costs of shelter, food, transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the **HOME**. **CONSEQUENTIAL DAMAGES** also refers to diminished market value of the **HOME**.

CONSUMER PRODUCT means any item of equipment, appliance or other item defined as a **CONSUMER PRODUCT** in the Magnuson-Moss Warranty Act (15 U.S.C. §. 2301, et seq.) Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cooktop, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, garage door opener, clothes washer and dryer, hot water heater and thermostat.

DEFICIENCY (IES) means defects in materials or workmanship used in constructing the **HOME**. The defects must fail to conform with the standards and tolerances described in the **STANDARDS OF PERFORMANCE** section of this **BUILDER'S LIMITED WARRANTY**. **OUR** failure to complete the **HOME** or any portion of the **HOME** does not constitute a **DEFICIENCY**.

DEFINED STRUCTURAL ELEMENT FAILURE means that one or more of the structural elements identified below contains a flaw of such a magnitude that the warranty tolerance is exceeded. The only structural elements **WE** cover and their respective tolerances are as follows:

Defined Structural Element	Warranty Tolerance
A. Arches	
1. Masonry	Crack of 1/4 inch in width in arch, or settlement in span of arch of 1/2 inch.
B. Floor Systems	
1. Structural Concrete	Crack of 1/4 inch in width and 1/4 inch vertical displacement.
2. Joists	DEFLECTION of 1 inch in 15 feet.
3. Trusses	DEFLECTION of 1 inch in 10 feet.
C. Foundation	
1. Concrete Beams	Crack of 1/8 inch in width, or DEFLECTION of 1/4 inch in 30 inches.
2. Wood Beams: Built-up, Laminated or Solid	DEFLECTION of 1 inch in 10 feet.
3. Steel Beams	DEFLECTION of 1/2 inch in 8 feet.
4. Footings	Crack of 1/2 inch in width.
5. Concrete Walls	Crack of 1/4 inch in width and 1/4 inch vertical displacement, or out-of-plumb 1/4 inch in 12 inches measured from base of wall.
6. Masonry Walls	Crack of 3/8 inch in width, or out-of-plumb 1/4 inch in 12 inches measured from base of wall.

- 7. Concrete Columns
Bow of 1/2 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
- 8. Masonry Columns
Out-of-plumb 1/8 inch in 12 inches measured from base of column.
- 9. Steel Columns
Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
- 10. Wood Columns
Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
- D. Lintels and Headers
 - 1. Concrete, Masonry, Steel, or Wood
DEFLECTION of 1 inch in 4 feet.
- E. Roof Framing
 - 1. Ridge Beam
DEFLECTION of 1 inch in 10 feet.
 - 2. Rafters
Common, Jack, or Valley/HIP
DEFLECTION or bow of 1 inch in 10 feet.
 - 3. Ceiling Joists
DEFLECTION of 3/4 inch in 10 feet.
 - 4. Trusses
DEFLECTION of 1 inch in 10 feet.
- F. Structural Beams and Girders
 - 1. Steel
DEFLECTION of 1/2 inch in 8 feet.
 - 2. Wood
Solid,
Built-up, or Laminated
DEFLECTION of 1 inch in 10 feet.

G. Structural Columns

- | | |
|-------------|--|
| 1. Concrete | Bow of 1/2 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column. |
| 2. Masonry | Out-of-plumb 1/8 inch in 12 inches measured from base of column. |
| 3. Steel | Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column. |
| 4. Wood | Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column. |

H. Load Bearing Walls and Partitions

- | | |
|----------|---------------------------------|
| 1. Studs | Bow or cup of 1 inch in 8 feet. |
|----------|---------------------------------|

DEFLECTION means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress induced deformation of a load bearing member. **DEFLECTION** is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

EMERGENCY CONDITION means an event or situation that creates the imminent threat of damage to the **HOME** or the **COMMON ELEMENTS** related thereto, or results in an unsafe living condition due to **DEFICIENCIES** or **DEFINED STRUCTURAL ELEMENT FAILURES** that **YOU** become aware of at a point in time other than **OUR** normal business hours and **YOU** were unable to obtain **OUR** prior written approval to initiate repairs to stabilize the condition or prevent further damage.

HOME means a single family residence either attached or detached or a condominium or cooperative unit in a multi-unit residential structure covered by this **BUILDER'S LIMITED WARRANTY**. **HOME** does not include, without limitation, the following: detached garages, detached carports, outbuildings (except outbuildings that contain electrical, plumbing, heating, cooling or ventilation **SYSTEMS** used by the **HOME**); swimming pools and other recreational facilities, driveways, walkways, decks, patios, porch steps, stoops, boundary walls, retaining walls, bulkheads, fences, landscaping (including but not limited to sodding, seeding, shrubs, trees, plants), off-site improvements, or any other improvements that are not part of the **HOME**.

HOMEOWNER means the first person to whom a **HOME** (or unit in a multi-unit residential structure) is sold, or for whom such **HOME** is constructed, for occupancy by such person or such person's family, and such person's successors in title to the **HOME** and/or mortgagee in possession provided a Subsequent Home Buyer Acknowledgement and Assignment form (**PWC Form 302**) is signed by the subsequent **HOMEOWNER**.

POLLUTANTS means all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

PWC means Professional Warranty Service Corporation which administers the warranty program in which **WE** participate. As such, **PWC** assumes no other liabilities in connection with this **BUILDER'S LIMITED WARRANTY**. The **PWC** mailing address is:

Professional Warranty Service Corporation
P.O. Box 800
Annandale, VA 22003-0800

STANDARDS OF PERFORMANCE means the standards and tolerances for materials and workmanship that are used in this **BUILDER'S LIMITED WARRANTY** to determine **OUR** responsibility for repairing **DEFICIENCIES** as identified on pages 14 through 35 of this document.

SYSTEMS means the following:

- (a) Plumbing system - gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- (b) Electrical system - all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- (c) Heating, Cooling, and Ventilation system - all duct-work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

WARRANTY DATE-COMMON ELEMENTS means the Warranty Date for the first **HOME** to transfer title or be used for residential purposes in a multi-unit residential building. The **WARRANTY DATE-COMMON ELEMENTS** may be different from the **WARRANTY DATE-HOME** of **YOUR HOME**. Contact **YOUR** condominium association to determine the date when coverage began on **YOUR COMMON ELEMENTS**.

WARRANTY DATE-HOME means the date the title for the **HOME** is transferred by **US** to the first **HOMEOWNER** or the date the **HOME** is first used for residential purposes, whichever occurs first.

WE, US, OUR means the **BUILDER**.

YOU, YOUR means the **HOMEOWNER**.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

PETER A. BERNSTEIN and ELIZABETH G. BERNSTEIN Individually and as Class Representatives, RICHARD W. BRESCOLL and CAROLINE BRESCOLL Individually and as Class Representative, WARREN COTTINGHAM Individually and as Class Representative, JANICE O. HAYWOOD and BILLY M. HAYWOOD II Individually and as Class Representatives, GERALD NIEL and ANNA E. NIEL Individually and as Class Representatives, RONALD J. RENDINO and NILDA RENDINO Individually and as Class Representatives, JAY E. REYNOLDS Individually and as Class Representative, STEVEN SCHECHT and CAROLYN SCHECHT Individually and as Class Representatives, SUSAN M. SHELTON Individually and as Class Representative, LAURA WELLS STRONG, TRUSTEE OF THE "LAURA WELLS STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 and DAVID ALLEN STRONG, TRUSTEE OF THE "DAVID ALLEN STRONG REVOCABLE TRUST" DATED MARCH 18, 2016 Individually and as Class Representatives,

Plaintiffs,

vs.

PULTE HOME COMPANY, LLC f/k/a
PULTE HOME CORPORATION d/b/a DEL
WEBB,

Defendants.

C/A No. 0:19-cv-02805-JFA

ORDER

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

This matter is currently before the court on Defendant Pulte Home Company, LLC f/k/a Pulte Home Corporation d/b/a Del Webb's ("Pulte") Motion to Compel Arbitration (ECF No. 11) and Motion to Stay (ECF No. 12).

I. FACTUAL AND PROCEDURAL BACKGROUND

This case arises out of the numerous Plaintiffs' construction defect claims against contractor Pulte. Plaintiffs, all of whom are homeowners in the Sun City Carolina Lakes development in South Carolina, filed this putative class action against Pulte claiming defects in the construction of their foundation slabs and in the grading and site work of the land underneath. Eight of the ten homes identified in the complaint are owned by Plaintiffs who purchased directly from Pulte ("Original Purchaser Plaintiffs"). As a condition to their purchases, each agreed in their written purchase agreements ("Purchase Agreements") that all disputes would be resolved by binding arbitration. Additionally, all homeowners, including the subsequent purchasers of two of the ten homes ("Subsequent Purchaser Plaintiffs"), are entitled to warranty coverage during the duration of their home's limited warranty period provided for in the 2010 new home limited warranty agreements ("Limited Warranties"). The parties do not dispute that the Limited Warranty applies to all Plaintiffs' homes. That Limited Warranty independently provides for arbitration of disputes. All parties agree that the Subsequent Purchaser Plaintiffs have claims unrelated to the limited warranty which are therefore not subject to arbitration. All claims brought by the Original Purchaser Plaintiffs, however, are subject to arbitration if the arbitration provisions within the Purchase Agreements are held to be valid and enforceable.

Defendant asserted a motion to compel arbitration of (1) all Original Purchaser Plaintiffs' claims, and (2) all Subsequent Purchasers' warranty-based claims. (ECF No. 11). Moreover, Pulte has requested a stay pursuant to 9 U.S.C. § 3 pending arbitration if the motion to compel is granted. Pulte has also separately moved to stay all other non-arbitrable claims due to Plaintiffs' failure to comply with the South Carolina Notice and Opportunity to Cure Construction Dwelling Defects Act, S.C. Code § 40-59-830. (ECF No. 12).

Each Purchase Agreement contains the following provision:

ARBITRATION. BY ENTERING INTO THIS AGREEMENT, BUYER AND SELLER AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BUYER'S PURCHASE OF THE PROPERTY OR ANY RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES WILL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE). THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND THE TERMS OF THIS AGREEMENT. ANY AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED, ENTERED AND ENFORCED, IN ANY COURT HAVING JURISDICTION. THIS ARBITRATION SHALL APPLY TO ALL CLAIMS BETWEEN BUYER AND SELLER, INCLUDING THOSE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, DEFECTIVE DESIGN OR CONSTRUCTION, MISREPRESENTATION OR FRAUD.

See e.g., Brescoll Purchase Agreement, (ECF No. 11-2).

In addition to contract claims, the Original Purchaser Plaintiffs also agreed to arbitrate statutory claims, like Plaintiffs' claims under the South Carolina Unfair Trade Practices Act, S.C. Code § 39-5-10, *et seq.* The separate arbitration provision in Section 7 of the Limited Warranty states that "either party must submit any unresolved claim or

dispute concerning your home or this Warranty, whether based on statute, in tort, contract, or other applicable law...to binding arbitration.” (ECF No. 11-10).

Shortly after removing this action, Pulte filed its answer along with the instant motion to compel and motion to stay on November 13, 2019. Both motions have been fully briefed and thus this matter is ripe for review. In accordance with Local Civ Rule 7.08 (D.S.C.), a hearing is unnecessary to determine this motion.

II. LEGAL STANDARD

Section 4 of the Federal Arbitration Act (“FAA”) allows a party to an arbitration agreement to “petition any United States district court . . . for an order directing that such arbitration proceed in the manner provided for in such agreement.” 9 U.S.C. § 4. The United States Supreme Court has long recognized a “liberal federal policy favoring arbitration.” *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24–25 (1983). Accordingly, any doubts concerning the scope of arbitrable issues are resolved in favor of arbitration. *Hill v. PeopleSoft USA, Inc.*, 412 F.3d 540, 543 (4th Cir. 2005).

In deciding a motion to compel arbitration, a court must first determine whether the parties’ agreement is governed by the FAA. A party can compel arbitration under the FAA by establishing (1) a dispute between the parties; (2) a written agreement that includes an arbitration provision purporting to cover that dispute; (3) the relationship of the transaction, which is evidenced by the agreement, to interstate or foreign commerce; and (4) the failure, neglect or refusal of the opposing party to arbitrate the dispute. *See Am. Gen. Life & Accident Ins. Co. v. Wood*, 429 F.3d 83, 87 (4th Cir. 2005). Unless the parties have contracted to the contrary, the FAA applies to any arbitration agreement regarding a

transaction that in fact involves interstate commerce, regardless of whether the parties contemplated an interstate transaction. *Allied–Bruce Terminix Companies, Inc. v. Dobson*, 513 U.S. 265, 281 (1995).

III. ANALYSIS

a. Motion to Compel

Here, Plaintiffs acknowledge the existence of an arbitration agreement in the Purchase Agreements and Limited Warranties but nonetheless argue they are invalid and unenforceable because they (1) do not comply with the strict requirements of the South Carolina Uniform Arbitration Act (“SCUAA”); and (2) are not subject to the FAA.

It appears from the briefs that Pulte does not contest that the arbitration provisions in both the Purchase Agreements and Limited Warranties fail to comply with the requirements set forth in the SCUAA.¹ However, Pulte contends that the Plaintiffs’ claims are still subject to arbitration because the FAA preempts any state law, such as the SCUAA, when such an agreement accompanies an underlying transaction that involves interstate commerce. *See Episcopal Hous. Corp. v. Fed. Ins. Co.*, 269 S.C. 631, 637, 239 S.E.2d 647, 650 (1977) (“[T]he Federal Arbitration Act, if applicable, will supersede the common law of South Carolina”).

¹ S.C. Code Ann. 15-48-10(a) requires that that “[n]otice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration.” Here, the arbitration provisions were not placed on the front page of the contracts.

As stated above, the arbitration provisions within the Purchase Agreements and Limited Warranties are enforceable under the FAA if the claims at issue include (1) a dispute between the parties; (2) a written agreement that includes an arbitration provision purporting to cover that dispute; (3) the relationship of the transaction, which is evidenced by the agreement, to interstate or foreign commerce; and (4) the failure, neglect or refusal of the opposing party to arbitrate the dispute.

Here, the filing of this lawsuit and Plaintiffs' opposition to the motion to compel clearly indicate that a dispute exists, and that Plaintiffs have refused to arbitrate that dispute. Moreover, the parties appear to concede that all claims other than the Subsequent Purchasers' non-warranty-based claims are covered by the arbitration provisions within the written agreements. Consequently, the only remaining issue is whether the agreements evidence a transaction related to interstate or foreign commerce.

The FAA "embodies Congress' intent to provide for the enforcement of arbitration agreements within the full reach of the Commerce Clause." *Perry v. Thomas*, 482 U.S. 483, 490 (1987). The FAA "requires only that the transaction in fact involved interstate commerce, not that the parties contemplated it as such at the time of the agreement." *Rota McLarty v. Santander Consumer USA, Inc.*, 700 F.3d 690, 697 (4th Cir. 2012).

Pulte, a Michigan company, alleges that it contracted with several North Carolina subcontractors to build Plaintiffs' homes in South Carolina, using building materials sourced nationally.² (See ECF No. 11-11 & 11-12). Moreover, as evidenced in the

² Pulte relies upon an affidavit from the Procurement Manager of its Charlotte Division for this information. (ECF No. 11-11). "[I]n determining whether a contract evidences a transaction

Purchase Agreements, several of the Original Purchasers were out-of-state purchasers that contracted with an out-of-state entity for the purchase of a South Carolina home constructed by out-of-state trades.

Despite these assertions, Plaintiffs allege this court must look to the “essential character” of the contract when applying the FAA. *See Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 455, 730 S.E.2d 312, 316 (2012). Furthermore, Plaintiffs claim the essential character of the Purchase Agreements are solely the sale of real estate which does not involve interstate commerce.

In *Bradley*, the South Carolina Supreme Court analyzed the contents of a purchase agreement to determine whether the “essential character” of that contract was a real estate transaction (which would not involve interstate commerce) or that of a construction contract (which would involve interstate commerce). *Id.* There, the court held that the plaintiff “agreed to purchase a completed dwelling rather than contract for the construction of a dwelling.” *Id.* at 458, 730 S.E.2d at 318. The court noted that provisions in the agreement providing for “New Construction,” “House Plan,” “Options,” and “Color Selection” were eliminated from the agreement and not endorsed by the plaintiff. *Id.* However, the court went on to emphasize that “had the Agreement actually encompassed the construction of the residence, it would have been subject to the FAA as our appellate

involving commerce, the court is not limited to considering only those transactions expressly authorized on the face of the contract but may also look to affidavits.” *Circle S. Enterprises, Inc. v. Stanley Smith & Sons*, 288 S.C. 428, 431 (Ct. App. 1986).

courts have consistently recognized that contracts for construction are governed by the FAA.” *Id.* at n.8 (citations omitted).

Accordingly, Plaintiffs here argue that the essential character of the Purchase Agreement is that of a real estate transaction because the agreement was titled “Home Purchase Agreement” and included statements such as: “Seller agrees to sell and Buyer agrees to purchase a single family home (the ‘Home’) located on the lot described below (the ‘Lot’).” Plaintiffs also argue that the Limited Warranty is likewise not subject to the FAA because it merely offers for repairs to be provided by Pulte to South Carolina homes and thus does not affect interstate commerce.

However, Plaintiffs do admit that the Purchase Agreement does reference construction of the homes. Additionally, Pulte asserts that the parties contemplated a contract for construction because the Purchase Agreements indicate the homes had not been completed at the time of execution but would be constructed according to Pulte’s construction schedule and plans for specification. Moreover, unlike the contract at issue in *Bradley*, the Purchase Agreements here included an “Important Dates Acknowledgement” addendum with deadlines for the buyer to attend a “Design Appointment” with Pulte to “select options ... for a new build.” (ECF No. 20-1).

Another notable fact is that the defendant in *Bradley* acted solely as the seller of the home rather than a contractor. *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 450, 730 S.E.2d 312, 313 (2012). Here, the Purchase Agreement clearly states that “[t]he Home will be constructed by Pulte Home Corporation.” (ECF No. 20-1 § 7.1). Additionally, the Purchase Agreement states that Plaintiffs were free to view the construction of their homes

and that “[Pulte] would be pleased to show Buyer homes under construction in the Community.” (ECF No. 20-1 § 7.8). Moreover, unlike the agreement in *Bradley*, the Purchase Agreements here include a provision allowing Plaintiffs to “select options and upgrades.” (ECF No. 20-1 § 5.1). Accordingly, this Court is not persuaded that the “essential character” of these agreements was “strictly for the purchase of a completed residential dwelling and not the construction” of a new home as was the case in *Bradley*.

This supposition, combined with the fact that the homes at issue were in fact constructed with North Carolina based contractors using materials sourced from outside South Carolina, support the contention that these agreements involve interstate commerce. *See Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 595, 553 S.E.2d 110, 117–18 (2001) (“The development of land within South Carolina’s borders is the quintessential example of a purely intrastate activity. However, the transaction involved interstate commerce as contemplated by the FAA because the partnership utilized out-of-state materials, contractors, and investors.”).

Pulte offers further, albeit unnecessary, support by indicating that interstate commerce is affected when considering that all homeowners are from states different than Pulte; mortgage funding came from out-of-state lenders; and title agents and realtors were located outside of South Carolina. Accordingly, both the Purchase Agreements and Limited Warranties relate to the construction of new homes and therefore involve interstate commerce. Thus, the arbitration provisions are enforceable pursuant to the FAA.

Plaintiffs have requested, in the alternative to a denial of the motion to compel, that they be allowed to conduct limited discovery on the issue of whether the Purchase Agreements and Limited Warranties are involved in interstate commerce. However, the Court is not persuaded that any such discovery is necessary in light of the above analysis. Accordingly, the Court will have to respectfully deny this request.

Because the above claims are subject to arbitration, all further proceedings as to these claims are stayed pursuant to 9 U.S.C. § 3³ pending arbitration.

b. Motion to Stay

As to Pulte's separate motion to stay all non-arbitrable claims (ECF No. 12), Plaintiffs have indicated that they are not opposed to a stay and that they intend to comply with the South Carolina Notice and Opportunity to Cure Dwelling Defects Act. Plaintiffs also stated that "[s]hould this Court grant Pulte's Motion to Compel Arbitration, Plaintiffs will likely incorporate the subsequent purchaser Plaintiffs' non-express warranty claims into any subsequent demand for arbitration." (ECF No. 16). For that reason, the Court finds it prudent to stay all non-arbitrable claims in addition to those arbitrable claims stayed above. Thus, all non-arbitrable claims are stayed to allow Plaintiffs time to comply with the South Carolina Notice and Opportunity to Cure Construction Dwelling Defects Act and also to request that the non-express warranty claims be incorporated into the demand for arbitration should the Plaintiffs so choose. This stay should also provide Plaintiffs' counsel

³ 9 U.S.C. §3 provides that "upon being satisfied that issue involved in such suit or proceeding is referable to arbitration" the court shall "stay the trial of the action until such arbitration has been had."

sufficient time to inform putative class members that the claims are subject to arbitration and also allow time to file and brief motions to amend the complaint to add potential plaintiffs as requested.

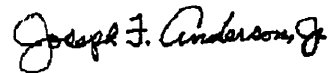
IV. CONCLUSION

For the foregoing reasons, Pulte's motion to compel arbitration (ECF No. 11) is granted and Pulte's motion to stay (ECF No. 12) is granted. All proceedings in this action are stayed pending arbitration.

The parties are required to file a joint status report no later than April 30, 2020, informing the Court as to the status of these claims and the scheduling of arbitration.

IT IS SO ORDERED.

December 23, 2019
Columbia, South Carolina



Joseph F. Anderson, Jr.
United States District Judge

From: Don Brzozowski [mailto:dbrzozowski@truehomesusa.com]
To: Don Brzozowski [mailto:dbrzozowski@truehomesusa.com]; Amanda Courtney [mailto:acourtney@truehomesusa.com]; Lisa Dionisio [mailto:ldionisio@truehomesusa.com]
From: Denise Surber [mailto:dsurber@truehomesusa.com] (O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6094C45ECF014D81BACA72B8FC54C1F9-DENISE SURB)
Date: Fri 10/14/2016 8:55:41 PM (UTC)
Subject: FW: Water damage

Lori
We think the irrigation is causing a leak in this clients home- a constant spray of water because the head is not adjusted properly. They are looking to us for repair. Do you think it is appropriate for the HOA to help us out with this?

Denise C. Surber
Client Services Manager
True Homes & Tribute Homes
980-313-3325

From: Don Brzozowski
Sent: Friday, October 14, 2016 1:30 PM
To: Denise Surber <dsurber@truehomesusa.com>
Cc: Amanda Courtney <ACourtney@truehomesusa.com>; Lisa Dionisio <ldionisio@truehomesusa.com>
Subject: FW: Water damage

Summer lake 71 closed in 10/24/16 . I spoke to Amanda about this house back in August, was told to fix the sill pan and look for the source of the leak. I met with Stone company and South end Supervisors to determine where the leak at the front of the home was coming from. We could not simulate the leak with a hose. They put up new flashing by the stone veneer and also recaulked around this area. I spoke to her boyfriend or some guy that lived there and explained to him that we all suggested to make sure the sprinkler isn't shooting water up in that area, since there is a sprinkler right there a few feet from the home. I should of never went out to this lot. I checked plm for a leak in this area and there is nothing. I'm not going to respond to her because I feel we had done above and beyond for her, and she is out of warranty.

From: Karin Fuentes [mailto:kj13569@gmail.com]
Sent: Friday, October 14, 2016 1:12 PM
To: Don Brzozowski <dbrzozowski@truehomesusa.com>
Cc: Lisa Dionisio <ldionisio@truehomesusa.com>
Subject: Re: Water damage

Maybe you don't fully understand. I reported this along with the hole in the roof that was "taken care of" by Tom. I told him to take a look at that and he brushed it off with "I'll get someone to look at this". I don't know if he put that in whatever history you are looking for but talk to him about it.

This needs to be taken care of ASAP by True Homes before I proceed with external help from anyone else. This is a structural issue that is not good for myself or my neighbor. This should not be happening at this point in time. This will reflect on True Homes and your trade partners. Water is coming through the siding, drywall and base board to my carpet. I closed 2 years ago and you think it is acceptable for me to be dealing with this?

Please do all you can to fix this, not have someone look at it and make guesses on what they think might/is happening. They need to look in the walls and seal the outside from the inside. I never thought when I was buying a new home from you all that I would have to argue about a problem I have never faced renting not even a full year into purchasing. This is ridiculous and ludicrous I am even having to bring it up a 3rd time just to get told about some warranty period.

On Fri, Oct 14, 2016 at 11:32 AM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:
I checked your files, there is no previous history of a water leak in that area. You were out of warranty and we changed out the rear floors by the rear door and replaced your sill pan, you will have to call your homeowners insurance and file a claim.

From: Karin Fuentes [mailto:kj13569@gmail.com]
Sent: Friday, October 14, 2016 11:22 AM
To: Don Brzozowski <dbrzozowski@truehomesusa.com>

CC: Lisa Dionisio <ldionisio@truehomesusa.com>

Subject: Re: Water damage

I'm not sure who you think you're talking to but I am the only homeowner and I do not have a husband. This is not from the sprinkler and even if it was water should not be coming into any parts of my home. This was reported within the warranty period and just brushed off with no fix, this happens when it rains and it needs to be sealed properly by the trades who failed to do their jobs the first time.

On Fri, Oct 14, 2016 at 10:45 AM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

I mentioned to your husband that he needs to make sure the sprinkler is not shooting water on the front part of the home. We had supervisors from the siding company and the stone company come out last time. We did this as a customer service gesture since you are out of warranty. You will need to call your homeowners insurance to file a claim.

From: Karin Fuentes [mailto:ki13569@gmail.com]

Sent: Friday, October 14, 2016 9:04 AM

To: Don Brzozowski <dbrzozowski@truehomesusa.com>

Subject: Re: Water damage

Don,

There is moisture still coming into the same spot that has discoloration. The wood is now beginning to swell, I'm not an expert but you need to come and look at this sir. Thanks

On Mon, Aug 1, 2016 at 5:10 PM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

Will Wednesday the 17th work for you to have a crew come out and fix the rear door, wood, seal hvac pipe in attic and to meet

With the siding company, stone company and drywall company to find the source of the leak? It will be all day event.
Thank you.

2006 Firefly Lane, Fort Mill, SC 29715 lot 71

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

From: Don Brzozowski[mailto:dbrzozowski@truehomesusa.com]; Amanda Courtney[acourtney@truehomesusa.com]; Lisa Dionisio[ldionisio@truehomesusa.com]
To: Don Brzozowski[dbrzozowski@truehomesusa.com]; Amanda Courtney[acourtney@truehomesusa.com]; Lisa Dionisio[ldionisio@truehomesusa.com]
From: Denise Surber[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6094C45ECF014D81BACA72B8FC54C1F9-DENISE SURB]
Sent: Fri 10/14/2016 8:55:41 PM (UTC)
Subject: FW: Water damage

Lori

We think the irrigation is causing a leak in this clients home- a constant spray of water because the head is not adjusted properly. They are looking to us for repair. Do you think it is appropriate for the HOA to help us out with this?

Denise C. Surber
Client Services Manager
True Homes & Tribute Homes
980-313-3325

From: Don Brzozowski
Sent: Friday, October 14, 2016 1:30 PM
To: Denise Surber <dsurber@truehomesusa.com>
Cc: Amanda Courtney <ACourtney@truehomesusa.com>; Lisa Dionisio <ldionisio@truehomesusa.com>
Subject: FW: Water damage

Summer lake 71 closed in 10/24/16 . I spoke to Amanda about this house back in August, was told to fix the sill pan and look for the source of the leak. I met with Stone company and South end Supervisors to determine where the leak at the front of the home was coming from. We could not simulate the leak with a hose. They put up new flashing by the stone veneer and also recaulked around this area. I spoke to her boyfriend or some guy that lived there and explained to him that we all suggested to make sure the sprinkler isn't shooting water up in that area, since there is a sprinkler right there a few feet from the home. I should of never went out to this lot. I checked plm for a leak in this area and there is nothing. I'm not going to respond to her because I feel we had gone above and beyond for her, and she is out of warranty.

From: Karin Fuentes [mailto:kj13569@gmail.com]
Sent: Friday, October 14, 2016 1:12 PM
To: Don Brzozowski <dbrzozowski@truehomesusa.com>
Cc: Lisa Dionisio <ldionisio@truehomesusa.com>
Subject: Re: Water damage

Maybe you don't fully understand. I reported this along with the hole in the roof that was "taken care of" by Tom. I told him to take a look at that and he brushed it off with "I'll get someone to look at this". I don't know if he put that in whatever history you are looking for but talk to him about it.

This needs to be taken care of ASAP by True Homes before I proceed with external help from anyone else. This is a structural issue that is not good for myself or my neighbor. This should not be happening at this point in time. This will reflect on True Homes and your trade partners. Water is coming through the siding, drywall and base board to my carpet. I closed 2 years ago and you think it is acceptable for me to be dealing with this?

Please do all you can to fix this, not have someone look at it and make guesses on what they think might/is happening. They need to look in the walls and seal the outside from the inside. I never thought when I was buying a new home from you all that I would have to argue about a problem I have never faced renting not even a full year into purchasing. This is ridiculous and ludicrous I am even having to bring it up a 3rd time just to get told about some warranty period.

On Fri, Oct 14, 2016 at 11:32 AM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

I checked your files, there is no previous history of a water leak in that area. You were out of warranty and we changed out the rear floors by the rear door and replaced your sill pan, you will have to call your homeowners insurance and file a claim.

From: Karin Fuentes [mailto:kj13569@gmail.com]
Sent: Friday, October 14, 2016 11:22 AM
To: Don Brzozowski <dbrzozowski@truehomesusa.com>

CC: Lisa Dionisio <ldionisio@truehomesusa.com>

Subject: Re: Water damage

I'm not sure who you think you're talking to but I am the only homeowner and I do not have a husband. This is not from the sprinkler and even if it was water should not be coming into any parts of my home. This was reported within that warranty period and just brushed off with no fix, this happens when it rains and it needs to be sealed properly by the trades who failed to do their jobs the first time.

On Fri, Oct 14, 2016 at 10:45 AM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

I mentioned to your husband that he needs to make sure the sprinkler is not shooting water on the front part of the home. We had supervisors from the siding company and the stone company come out last time. We did this as a customer service gesture since you are out of warranty. You will need to call your homeowners insurance to file a claim.

From: Karin Fuentes [<mailto:kj13569@gmail.com>]

Sent: Friday, October 14, 2016 9:04 AM

To: Don Brzozowski <dbrzozowski@truehomesusa.com>

Subject: Re: Water damage

Don,

There is moisture still coming into the same spot that has discoloration. The wood is now beginning to swell, I'm not an expert but you need to come and look at this sir. Thanks

On Mon, Aug 1, 2016 at 5:10 PM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

Will Wednesday the 17th work for you to have a crew come out and fix the rear door, wood, seal hvac pipe in attic and to meet

With the siding company, stone company and drywall company to find the source of the leak? It will be all day event. Thank you.

2006 Firefly Lane, Fort Mill, SC 29715 lot 71

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

From: Don Brzozowski [mailto:dbrzozowski@truehomesusa.com], Timothy Timmeris [mailto:ttimmeris@truehomesusa.com]
From: Rae MacTaggart [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7E09CB81970C4FC5907463C39F3E0AB2-RAE MCTAGGA]
Sent: Fri 1/4/2019 11:41:15 PM (UTC)
Subject: Fwd: Water leak

ent to you from my autocorrecting and often misspelling iPhone

For a complete list of Quick Move in Homes: <http://www.truehomesusa.com/quick-move-in-homes>

Warm Regards,
Rae MacTaggart
True Homes Partner
"Specializing in South Carolina, South Charlotte & Union County"
704-607-3910 cell
Rmactaggart@truehomesusa.com

Begin forwarded message:

From: "KJ Fuentes" <kj13569@gmail.com>
To: "Rae MacTaggart" <rmactaggart@truehomesusa.com>
Subject: Re: Water leak

Hey Rae,
 Here is the email trail and new pictures. I was working with Don and Lisa and they helped me out quite a bit. I know this is a long shot but let's see what they say. Thanks again for doing all you can with these issues.

Thanks!
 -KJ

On Thu, Oct 27, 2016 at 3:34 PM Karin Fuentes <kj13569@gmail.com> wrote:

I do not, but I also would like to point out that looking at that picture, you can also tell it's coming from underneath and not from the wall.
 Thanks

On Thu, Oct 27, 2016 at 9:01 AM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

I hear you, send me pics when you have a chance. I just have to cover all the bases as you know. Do you happen to know who your landscaper is since the hoa changed? Thank you.

From: Karin Fuentes [mailto:kj13569@gmail.com]
Sent: Thursday, October 27, 2016 8:58 AM
To: Don Brzozowski <dbrzozowski@truehomesusa.com>
Cc: Lisa Dionisio <ldionisio@truehomesusa.com>
Subject: Re: Water leak

Don,

From: Rae MacTaggart [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7E09CB81970C4FC5907463C39F3E0AB2-RAE MCTAGGA]
Sent: Fri 1/4/2019 11:41:15 PM (UTC)
Subject: Fwd: Water leak

sent to you from my autocorrecting and often misspelling iPhone

For a complete list of Quick Move in Homes: <http://www.truehomesusa.com/quick-move-in-homes>

Warm Regards,
Rae MacTaggart
True Homes Partner
“Specializing in South Carolina, South Charlotte & Union County”
704-607-3910 cell
Rmactaggart@truehomesusa.com

Begin forwarded message:

From: "KJ Fuentes" <kj13569@gmail.com>
To: "Rae MacTaggart" <rmactaggart@truehomesusa.com>
Subject: Re: Water leak

Hey Rae,
Here is the email trail and new pictures. I was working with Don and Lisa and they helped me out quite a bit. I know this is a long shot but let's see what they say. Thanks again for doing all you can with these issues.

Thanks!
-KJ

On Thu, Oct 27, 2016 at 3:34 PM Karin Fuentes <kj13569@gmail.com> wrote:

I do not, but I also would like to point out that looking at that picture, you can also tell it's coming from underneath and not from the wall.
Thanks

On Thu, Oct 27, 2016 at 9:01 AM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

I hear you, send me pics when you have a chance. I just have to cover all the bases as you know. Do you happen to know who your landscaper is since the hoa changed? Thank you.

From: Karin Fuentes [mailto:kj13569@gmail.com]
Sent: Thursday, October 27, 2016 8:58 AM
To: Don Brzozowski <dbrzozowski@truehomesusa.com>
Cc: Lisa Dionisio <ldionisio@truehomesusa.com>
Subject: Re: Water leak

Don,

The water is coming from outside, from the rain. It is not wet right this very moment. If it was a sprinkler then it would be wet all the time and it is not.

When it rains it becomes moist to the touch so there is water coming from somewhere outside. The wood is swelling (I will take pictures later) this is what is looked like back on July 11th.

I really do appreciate your willingness to assist. Thank you very much sir.



If we look at this picture here it looks like it's coming in from the front and it is drying, but still moist on the inside of that side wall...

On Wed, Oct 26, 2016 at 4:34 PM, Don Brzozowski <dbrzozowski@truehomesusa.com> wrote:

Karin, I'm going to meet with the landscaper for your community just to double check. I will then communicate with you and see if we need to take another

Approach on where the water is coming from. I just want to get this resolved for you. We will figure this out.





True Homes
 2649 Brekonridge Center Drive
 Monroe, NC 28110
 Office: (704) 238-1229 ext. 120 FAX: (704) 631-4747
 warranty@truehomesusa.com

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

List Summary

12/03/2020

Coordinator: Lisa Dionisio	Community: Summerlake	
Advocate: Don Brzozowski	Lot: 0071	Home ID: 0225-01-0071
Warranty 10/24/2015	Address: 2006 Firefly Lane, Fort Mill, SC 29715	
Expires:	H/O (primary): Karin Fuentes	(secondary):
List: Warranty Request	Phone 1: (704) 491-9468	Phone 1:
Open: 06/28/2016	Phone 2:	Phone 2:
Closed: 06/27/2016	Phone 3:	Phone 3:
	Email: kj13569@gmail.com	Email:

IF YOU HAVE ANY QUESTIONS REGARDING THIS WORK ORDER, PLEASE CONTACT CUSTOMER SERVICE ADVOCATE LISTED
 ** You do not need to call the homeowner** Please arrived as scheduled and complete the tasks prior to the end of your work window **Please do not park in driveway ** Please wear protective shoe coverings and clean up your mess when you are finished. ** If you cannot complete work on time, please call the Customer Service Advocate Listed.

W/NW	Order #	Trade Partner	Area	Category/Sub Category	Review	Repair	Due	Completed	Service Requested
<input type="checkbox"/>	<input type="checkbox"/>	THS19899-001 C & C Plumbing	INTERIOR	PLUMBING - Tub		06/27/2016 10:00 PM - 10:00 PM	06/30/2016	06/27/2016	[Lisa Dionisio] 06/28/2016 08:20 AM (Eastern Daylight) client called emergency line. The plumbers are coming out because he stated his tub water will not stop running

Trade Partner _____ DATE SIGNATURE REQUIRED CustSvcAdvocate _____ DATE SIGNATURE REQUIRED Home Owner _____ DATE SIGNATURE REQUIRED Page 2 of 324

Your signature will acknowledge the above repair was completed to your satisfaction, no other damage has occurred, and the repaired area was left in clean condition. If you have any questions, please contact your Warranty Representative.

Arrival Time: _____ Departure Time: _____

Please return Work Order with home owners signature by fax: (704) 631-4747
 or email: warranty@truehomesusa.com
 All invoices must be submitted to AP@truehomesusa.com with a copy of this Work Order
 Thank you for choosing True Homes

True Homes
 2649 Brekonridge Center Drive
 Monroe, NC 28110
 Office: (704) 238-1229 ext. 120 FAX: (704) 631-4747
 warranty@truehomesusa.com

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

List Summary

12/03/2020

Coordinator: Lisa Dionisio	Community: Summerlake	
Advocate: Don Brzozowski	Lot: 0071	Home ID: 0225-01-0071
Warranty 10/24/2015	Address: 2006 Firefly Lane, Fort Mill, SC 29715	
Expires:	H/O (primary): Karin Fuentes	(secondary):
List: Warranty Request	Phone 1: (704) 491-9468	Phone 1:
Open: 08/02/2016	Phone 2:	Phone 2:
Closed: 08/19/2016	Phone 3:	Phone 3:
	Email: kj13569@gmail.com	Email:

IF YOU HAVE ANY QUESTIONS REGARDING THIS WORK ORDER, PLEASE CONTACT CUSTOMER SERVICE ADVOCATE LISTED
 ** You do not need to call the homeowner** Please arrived as scheduled and complete the tasks prior to the end of your work window **Please do not park in driveway ** Please wear protective shoe coverings and clean up your mess when you are finished. ** If you cannot complete work on time, please call the Customer Service Advocate Listed.

W/NW	Order #	Trade Partner	Area	Category/Sub Category	Review	Repair	Due	Completed	Service Requested
<input type="checkbox"/>	<input type="checkbox"/>	THS20020-001 Airtron RSG of Charlotte, Inc	INTERIOR	HVAC - Exterior Exhaust Vent		08/17/2016 8:00 AM - 12:00 PM	08/19/2016	08/17/2016	8/17/16 8-12 1. In the attic you can see daylight around where exhaust vent is, please caulk or silicone.
<input type="checkbox"/>	<input type="checkbox"/>	THS20020-002 BAREFOOT & CO	INTERIOR	Exterior Doors - Exterior		08/17/2016 8:00 AM - 12:00 PM	08/19/2016	08/17/2016	8/17/16 8-12 1. Please repair damaged sill pan

_____ Trade Partner <small>DATE SIGNATURE REQUIRED</small>	_____ CustSvcAdvocate <small>DATE SIGNATURE REQUIRED</small>	_____ Home Owner <small>DATE SIGNATURE REQUIRED</small>
--	--	---

Your signature will acknowledge the above repair was completed to your satisfaction, no other damage has occurred, and the repaired area was left in clean condition. If you have any questions, please contact your Warranty Representative.
 Arrival Time: _____ Departure Time: _____

Please return Work Order with home owners signature by fax: (704) 631-4747
 or email: warranty@truehomesusa.com
 All invoices must be submitted to AP@truehomesusa.com with a copy of this Work Order
 Thank you for choosing True Homes

True Homes
 2649 Brekonridge Center Drive
 Monroe, NC 28110
 Office: (704) 238-1229 ext. 120 FAX: (704) 631-4747
 warranty@truehomesusa.com

<input type="checkbox"/>	<input type="checkbox"/>	THS20020-003 Atlanta Flooring Design INTERIOR	WOOD FLOORS - Damaged by Others	08/17/2016 8:00 AM - 12:00 PM	08/19/2016	08/19/2016	8/17/16 8-12 Homeowner has hardwoods, replace 10 pieces at the rear door from sill pan leaking.
<input type="checkbox"/>	<input type="checkbox"/>	THS20020-004 SouthEnd Exteriors (Charlotte) Exterior	Siding & Soffit -	08/17/2016 8:00 AM - 12:00 PM	08/19/2016	08/17/2016	[Don Brzozowski] 08/17/2016 08:34 AM (Eastern Daylight) [Don Brzozowski] 08/17/2016 08:30 AM (Eastern Daylight) [Don Brzozowski] 08/17/2016 08:24 AM (Eastern Daylight) Both supervisors for Southend and Charlotte plastering said it may be from sprinklers hitting home, going to Silicone area 8/17/16 8-12 1. Homeowner has a leak at the front left window, please meet me at 8:00 and stone guy to find out where the leak is.
<input type="checkbox"/>	<input type="checkbox"/>	THS20020-005 Charlotte Plastering Inc Exterior	BRICK OR STONE VENEER -	08/17/2016 8:00 AM - 12:00 PM	08/19/2016	08/17/2016	[Don Brzozowski] 08/17/2016 09:15 AM (Eastern Daylight) 8/17/16 8-12 Homeowner has a leak at the front left window, please meet me at 8:00 and siding crew to determine where leak is.

Trade Partner _____ DATE SIGNATURE REQUIRED _____ CustSvcAdvocate _____ DATE SIGNATURE REQUIRED _____ Home Owner _____ DATE SIGNATURE REQUIRED _____ Page 4 of 324

Your signature will acknowledge the above repair was completed to your satisfaction, no other damage has occurred, and the repaired area was left in clean condition. If you have any questions, please contact your Warranty Representative.

Arrival Time: _____ Departure Time: _____

Please return Work Order with home owners signature by fax: (704) 631-4747
 or email: warranty@truehomesusa.com
 All invoices must be submitted to AP@truehomesusa.com with a copy of this Work Order
 Thank you for choosing True Homes

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

True Homes
 2649 Brekonridge Center Drive
 Monroe, NC 28110
 Office: (704) 238-1229 ext. 120 FAX: (704) 631-4747
 warranty@truehomesusa.com

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

<input type="checkbox"/>	<input type="checkbox"/>	THS20020-006 Paul Kowalski Builders, INTERIOR LLC	DRYWALL - Quality Issue	08/19/2016 8:00 AM - 12:00 PM	08/19/2016 08/19/2016	[Don Brzozowski] 08/17/2016 09:08 AM (Eastern Daylight) 8/19/16 8-12 1. install baseboard and paint and caulk soji white 2. Install rear door trim and shoe molding. [Don Brzozowski] 08/16/2016 02:01 PM (Eastern Daylight) 8/17/16 8-12 1. Demo drywall in front to search for a water leak. I will meet you onsite. 2. See if we can secure his microwave that is hanging down.
<input type="checkbox"/>	<input type="checkbox"/>	THS20020-007 The Building Center, Inc	INTERIOR TRIM - Delivery	08/18/2016 8:00 AM - 12:00 PM	08/20/2016 08/19/2016	8/18/16 8-12 1. Deliver 2 pieces of 1x2 mdf interior door trim and 1 piece of 1x4 mdf base molding. 2. Deliver one piece of shoe molding You may have to knock on the door kind of hard if you get there early in the morning.

_____ / / _____ / / _____ / / Page 5 of 324
 Trade Partner DATE SIGNATURE REQUIRED CustSvcAdvocate DATE SIGNATURE REQUIRED Home Owner DATE SIGNATURE REQUIRED

Your signature will acknowledge the above repair was completed to your satisfaction, no other damage has occurred, and the repaired area was left in clean condition. If you have any questions, please contact your Warranty Representative.

Arrival Time: _____ Departure Time: _____

Please return Work Order with home owners signature by fax: (704) 631-4747
 or email: warranty@truehomesusa.com
 All invoices must be submitted to AP@truehomesusa.com with a copy of this Work Order
 Thank you for choosing True Homes

True Homes
 2649 Brekonridge Center Drive
 Monroe, NC 28110
 Office: (704) 238-1229 ext. 120 FAX: (704) 631-4747
 warranty@truehomesusa.com

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

List Summary

12/03/2020

Coordinator: Lisa Dionisio	Community: Summerlake	
Advocate: Don Brzozowski	Lot: 0071	Home ID: 0225-01-0071
Warranty 10/24/2015	Address: 2006 Firefly Lane, Fort Mill, SC 29715	
Expires:	H/O (primary): Karin Fuentes	(secondary):
List: Builder Error	Phone 1: (704) 491-9468	Phone 1:
Open: 10/31/2016	Phone 2:	Phone 2:
Closed: 11/15/2016	Phone 3:	Phone 3:
	Email: kj13569@gmail.com	Email:

IF YOU HAVE ANY QUESTIONS REGARDING THIS WORK ORDER, PLEASE CONTACT CUSTOMER SERVICE ADVOCATE LISTED
 ** You do not need to call the homeowner** Please arrived as scheduled and complete the tasks prior to the end of your work window **Please do not park in driveway ** Please wear protective shoe coverings and clean up your mess when you are finished. ** If you cannot complete work on time, please call the Customer Service Advocate Listed.

<u>W/NW</u>	<u>Order #</u>	<u>Trade Partner</u>	<u>Area</u>	<u>Category/Sub Category</u>	<u>Review</u>	<u>Repair</u>	<u>Due</u>	<u>Completed</u>	<u>Service Requested</u>
-------------	----------------	----------------------	-------------	------------------------------	---------------	---------------	------------	------------------	--------------------------

_____ Trade Partner <small>DATE SIGNATURE REQUIRED</small>	_____ CustSvcAdvocate <small>DATE SIGNATURE REQUIRED</small>	_____ Home Owner <small>DATE SIGNATURE REQUIRED</small>	Page 6 of 324
--	--	---	---------------

Your signature will acknowledge the above repair was completed to your satisfaction, no other damage has occurred, and the repaired area was left in clean condition. If you have any questions, please contact your Warranty Representative.

Arrival Time: _____ Departure Time: _____

Please return Work Order with home owners signature by fax: (704) 631-4747
 or email: warranty@truehomesusa.com
 All invoices must be submitted to AP@truehomesusa.com with a copy of this Work Order
 Thank you for choosing True Homes

True Homes
 2649 Brekonridge Center Drive
 Monroe, NC 28110
 Office: (704) 238-1229 ext. 120 FAX: (704) 631-4747
 warranty@truehomesusa.com

<input type="checkbox"/>	<input type="checkbox"/>	THS20281-004	The Building Center, Inc	INTERIOR	TRIM - Base/Shoe	11/14/2016 8:00 AM - 12:00 PM	11/15/2016	11/15/2016	[Don Brzozowski] 11/08/2016 02:18 PM (Eastern Standard) 11/14/16 8-12 please deliver 1 piece of 1x4 mdf base molding.
--------------------------	--------------------------	--------------	--------------------------	----------	------------------	-------------------------------------	------------	------------	---

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

_____ Trade Partner	DATE SIGNATURE REQUIRED	_____ CustSvcAdvocate	DATE SIGNATURE REQUIRED	_____ Home Owner	DATE SIGNATURE REQUIRED	Page 9 of 324
------------------------	----------------------------	--------------------------	----------------------------	---------------------	----------------------------	---------------

Your signature will acknowledge the above repair was completed to your satisfaction, no other damage has occurred, and the repaired area was left in clean condition. If you have any questions, please contact your Warranty Representative.

Arrival Time: _____ Departure Time: _____

Please return Work Order with home owners signature by fax: (704) 631-4747
 or email: warranty@truehomesusa.com

All invoices must be submitted to AP@truehomesusa.com with a copy of this Work Order

Thank you for choosing True Homes

RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE
DATE 10/27/2014
TAX MAP NO. 729-07-01-012
INITIALS TSimmons

Instrument VOL PAGE
201400275451 OR 14461 205
201400275451
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
10-27-2014 At 04:11 pm.
DEED 10.00
State Tax 486.20
County Tax 205.70

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF YORK) GENERAL WARRANTY DEED

KNOW ALL MEN BY THIS DEED, that True Homes, LLC (hereinafter called "Grantor"), a Delaware Limited Liability Company, for and in consideration of One Hundred Eighty Six Thousand Six Hundred Fifty and 00/100 Dollars (\$186,650.00), to it in hand paid at and before the sealing of this deed by Karin Josue Fuentes, (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by this Deed does grant, bargain, sell and release unto the said Grantee and his heirs, successors and assigns the following described property:

All that certain piece parcel or tract of land lying, being and situate in the County of York, State of South Carolina, and being shown and designated as all of Lot 71 on that certain plat entitled "Summerlake, Phase 1" and recorded in Plat Book E215 at Page 8 in the Office of the Clerk of Court for York County, South Carolina, which referenced is hereby made for a more particular description.

DERIVATION: Being a portion of property conveyed to True Homes, LLC by Deed from Carolina recorded on June 6, 2014 in Book 14168, Page 146 of the York Registry.

GRANTEE'S MAILING ADDRESS: 2006 Firefly Lane
Fort Mill, SC 29715

Tax Map #: 729-07-01-012

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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

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

And the Grantor does hereby bind itself and its successors or assigns to warrant and forever defend all and singular the premises unto the said Grantee, his heirs, executors, administrators, successors, and assigns, against me and my heirs, executors, administrators, successors, and assigns, and all other persons whomsoever lawfully claiming the premises or any part thereof.

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

File No. 2014094466

Return To:
201400275452
Electronic Filing
From: Hinson Faulk, P.A.
Thru: SIMPLIFILE

Return to:
Hinson Faulk, P.A.
309 Post Office Drive
Indian Trail, NC 28079
File No. 201409444ep

201400275452
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
10-27-2014 At 04:11 pm.
MORTGAGE 19.00
State Tax .00
County Tax .00

Prepared By:
Clifford Watts
BBT

[Space Above This Line For Recording Data]

State of South Carolina

MORTGAGE

FHA Case No.

MIN [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on **October 24, 2014**
The Mortgagor is **Karin Josue Fuentes, Unmarried**

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Branch Banking and Trust Company Lic. 399803

("Lender") is organized and existing under the laws of NORTH CAROLINA, and has an address of 223 West Nash Street, Wilson, NC 27893

Borrower owes Lender the principal sum of **One Hundred Ninety Thousand Four Hundred Fifty Nine And Zero/100** Dollars (U.S. \$ 190,459.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 01, 2044

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and

[REDACTED] [REDACTED]

FHA South Carolina Mortgage with MERS - 4/96
Wolters Kluwer Financial Services
VMP®-4N(SC) (1302) Amended 2/01
Page 1 of 9 Initials: KJF

KJF

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

assigns), and to the successors and assigns of MERS the following described property located in YORK County, South Carolina:

See Exhibit A attached hereto and incorporated herein by reference.

Parcel ID Number: 729-07-01-012
which has the address of 2006 FIREFLY LN [Street]
Fort Mill [City], South Carolina 29715 [Zip Code]
("Property Address");

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures



Initials: KIF

KIF

Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 12 C.F.R. Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant

[REDACTED]

Initials:

or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:



Initials: KJE

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.


(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



Initials:  KIE

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.



Initials: 

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. **Waivers.** Borrower waives all rights of homestead exemption in the Property.

21. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

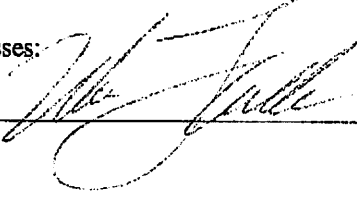
- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |

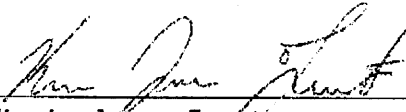


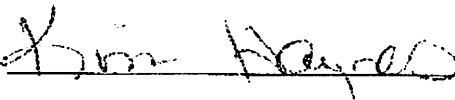
Initials: KIF

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:




_____ (Seal)
Karin Josue Fuentes -Borrower



_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

North End
STATE OF SOUTH CAROLINA,
I, *Crystal M Miller*
Karin Josue Fuentes

Union County ss:
do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

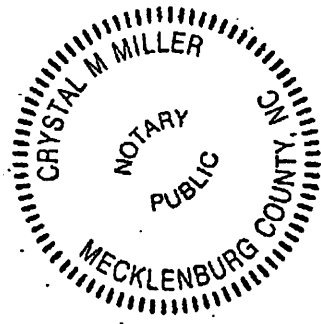
Witness my hand and official seal this 24

day of October, 2014

Crystal M Miller

Notary Public for South Carolina

My Commission Expires: *6/6/2017*



Loan origination organization Branch Banking and Trust Company
NMLS ID 399803
Loan originator Clifford Walts
NMLS ID 646534

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th day of October, 2014, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Branch Banking and Trust Company Lic. 399803

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2006 FIREFLY LN, Fort Mill, SC 29715

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in The Deed, The Declaration of Covenants, Conditions and Restrictions.

(the "Declaration"). The Property is a part of a planned unit development known as

Summerlake

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.



MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
Wolters Kluwer Financial Services Page 1 of 3 Initials: *KJF*
VMP®-7R (0811)

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

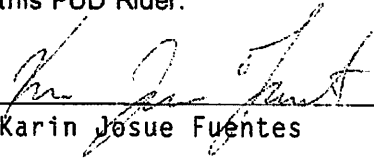
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

 _____ (Seal) _____ (Seal)
Karin Josue Fuentes -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ **MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**
VMP®-7R (0811) Page 3 of 3 Form 3150 1/01

All that certain piece parcel or tract of land lying, being and situate in the County of York, State of South Carolina, and being shown and designated as all of Lot 71 on that certain plat entitled "Summerlake, Phase 1" and recorded in Plat Book E215 at Page 8 in the Office of the Clerk of Court for York County, South Carolina, which referenced is hereby made for a more particular description.

Being the same property conveyed to the Borrower(s) herein by Deed recorded contemporaneously herewith.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
CASE NO.: 2020-CP-46-03592

SUMMERLAKE TOWNHOMES)
HOMEOWNER'S ASSOCIATION,)
INC. and SUSAN HAGY and KARIN)
FUENTES, individually and on behalf of)
all others similarly situated,)

Plaintiffs,)

vs.)

AFFIDAVIT OF NICK BACON, ESQ.

TRUE HOMES, LLC; CAROLINA)
DEVELOPMENT SERVICES, LLC;)
SUMMERLAKE PROPERTIES, LLC;)
RJB LEGACY COMPANY f/k/a)
BAREFOOT & COMPANY, LLC; BMC)
EAST, LLC; AIRTRON, INC.; MPK)
GRADING AND EROSION)
CONTROL, LLC; SOUTHEN)
EXTERIORS, LLC; MCGEE)
BROTHER COMPANY, INC.; ALPHA)
OMEGA CONSTRUCTION GROUP,)
INC.; PENDER-PETTUS INSULATIN,)
INC.; CHARLOTTE LANEHART)
ELECTRIC COMPANY, INC.; C&C)
PLUMBING, INC.; ASSOCIATED)
MATERIALS, LLC a/k/a ALSIDE,)
INC.; T&A EXCAVATING, LLC;)
CALLAHAN EXCAVATING, LLC)
a/k/a CALLAHAN GRADING &)
HAULING, INC. a/k/a CALLAHAN)
GRADING, LLC; AHR)
CONSTRUCTION, INC.; JJS)
COMMERCIAL CONSTRUCTION,)
INC.; CDJ CONSTRUCTION, INC.;)
JIMENEZ CONTRACTORS, LLC; J.)
COV ROOFING, LLC; AYALAS)
WINDOW INSTALLATIONS, LLC;)
ATLANTA FLOORING DESIGN)
CENTERS, INC.; PEDRO DEJESUS)
d/b/a PJL CONSTRUCTION; and)

PEDRO VILLAREAL-CONCEPCION)
s/b/a CVP CONSTRUCTION)
)
Defendants.)

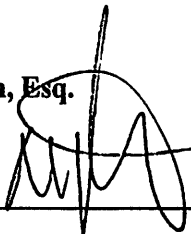
NOW COMES, Nick Bacon, Esq., the affiant, stating and saying as follows:

1. I am an adult who is over the age of eighteen (18) years of age, legally competent, not under any duress or other undue influence and I am making this Affidavit of my own free will.
2. I have personal knowledge of all the statements set forth in this Affidavit and all the statements contained herein are true and accurate to the best of my recollection and as to those statements that I indicate are upon information and belief, they are to my best ability and knowledge that I have obtained personally about the facts and things stated herein.
3. I am the in-house general counsel for True Homes, LLC.
4. True Homes, LLC is a Delaware corporation with its principal place of business in Monroe, North Carolina.
5. True Homes is a residential homebuilder, focusing its work in North and South Carolina.
6. True Homes acts as the general contractor for construction of its projects in both Carolinas.
7. True Homes does not self-perform any construction work; rather, True Homes employs subcontractors to complete the various scopes of work necessary to build each project.
8. Between June 2013 and May 2016, True Homes purchased lots and built town homes in a development in Fort Mill, South Carolina, now known as Summerlake Townhomes.
9. Among others, True Homes employed the following contractors to complete the necessary work to build the townhomes at Summerlake: Barefoot and Company, Airtron, Inc., Southern Exteriors, LLC, McGee Brothers Company, Inc., Alpha Omega Construction Group, Inc., Pender-Pettus Insulating, Inc., Charlotte Lanehart Electric Company, Inc., and C&C Plumbing, Inc.
10. According to the North Carolina Secretary of State, RJB Legacy Company, f/k/a Barefoot and Company, is a North Carolina Corporation with its principal place of business in Waxhaw, North Carolina.
11. According to the North Carolina Secretary of State, Airtron, Inc, is a Delaware Corporation with its principal place of business in Princeton, New Jersey.

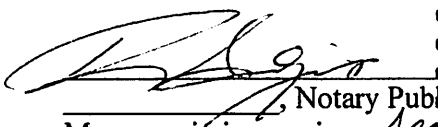
12. According to the North Carolina Secretary of State, Southern Exteriors, LLC is a North Carolina Corporation with its principal place of business in Winston-Salem, North Carolina.
13. According to the North Carolina Secretary of State, McGee Brothers Company, Inc., is a North Carolina Corporation with its principal place of business in Monroe, North Carolina.
14. According to the North Carolina Secretary of State, Alpha Omega Construction Group, Inc. is a North Carolina Corporation with its principal place of business in Indian Trail, North Carolina.
15. According to the North Carolina Secretary of State, Pender-Pettus Insulating, Inc., is a North Carolina Corporation with its principal place of business in Taylor, Michigan.
16. According to the North Carolina Secretary of State, Charlotte Lanehart Electric Company, Inc., is a Texas Corporation with its principal place of business in Fort Mill, Texas
17. According to the North Carolina Secretary of State, C&C Plumbing, Inc. is a North Carolina Corporation with its principal place of business in Mathews, North Carolina.
18. Additionally, True Homes purchased various supplies for the Summerlake project from vendors throughout both Carolinas.
19. True Homes employees in North Carolina supported the Summerlake project by providing design services, accounting services, legal services, and warranty services.
20. Upon information and belief, many of the subcontractors lived in North Carolina and drove to the Summerlake project each day.
21. As part of the purchase agreements with True Homes, customers sign an agreement to arbitrate any claims they may have.
22. Plaintiff Karin Fuentes signed the arbitration agreement with True Homes. A true and accurate copy of her contract is attached hereto as Exhibit A.
23. Alex Fresco, the original purchaser of 923 Summerlake Drive, now owned by Susan Hagy, also signed an arbitration agreement with True Homes. A true and accurate copy of his contract is attached hereto as Exhibit B.
24. True Homes relies upon its ability to resolve any rare disputes with its customers in a cost-efficient manner when it prices its homes.
25. As True Homes' activities span multiple areas throughout the Carolinas, True Homes employs numerous subcontractors outside of South Carolina, and True Homes utilizes other vendors from outside of South Carolina, True Homes' activities affect interstate commerce.

Further affiant sayeth naught.

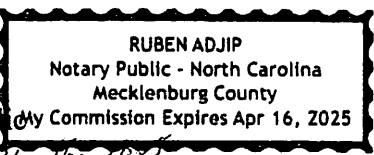
Nick Bacon, Esq.



SWORN TO SUBSCRIBED before me
This, the 13th day of MAY, 2022



Notary Public



My commission expires April 16, 2025

TRUE HOMES, LLC, a Delaware Limited Liability Company located in Charlotte, North Carolina ("Seller") and Karin Josue Fuentes (jointly and severally known as "Buyer") currently residing at 8417 Riverbirch Drive Apt. 304 Charlotte, NC 28210 ("Existing Home") enter this agreement on the date below.

- 1. SALE AND PURCHASE. Seller agrees to sell and Buyer agrees to purchase the homesite below subject to all restrictions, covenants and easements (the "Homesite") and all buildings or improvements to be constructed or installed thereon according to this Agreement (the "Residence") (the Homesite and the Residence will be referred to collectively as the "Home").
2. CONSTRUCTION. Seller will build or has built a home for Buyer according to this Agreement and Seller's standard procedures.

Community: SML Lot: 7 Home Address: 820 Summerlake Drive Fort Mill, SC 29715
Plan Name: The Dublin Plan #: Elevation:

3. FOUNDATION TYPE: MONO SLAB: This is a formed concrete slab placed directly on the compacted ground. The plumbing is placed in the foundation before the plumbing is poured, and once set, the foundation, plumbing and electrical line placement is permanent. With Mono Slabs the footing, foundation perimeter and the interior slab are formed and poured all at the same time.

4. PURCHASE PRICE. The purchase price for the Home will be the aggregate of the Home, Homesite, Elevation, Foundation, Structural Options, (each as applicable and as determined herein) plus any additional amounts payable pursuant to the Custom Features Addendum for showroom options (collectively the "Purchase Price").

Table with columns PURCHASE PRICE and DEPOSIT. Purchase Price: \$182,900. Initial Deposit: Preferred Lender Initial Deposit: \$500, Standard Initial Deposit: \$2,000. Additional deposit paid at the Showroom equal to any increase to the Purchase Price in approved changes or additional selections ("Additional Deposit").

5. DEPOSIT. Collectively the Initial Deposit, the Additional Deposit, and any other amounts paid by Buyer prior to Closing will be the "Deposit". Upon Closing (defined below), Buyer will pay the balance of the Purchase Price after deducting the Deposit. Deposit will be non-refundable following completion of the Custom Features Addendum (if applicable) receipt of Loan Prequalification, or commencement of any changes to the Home.

6. LOAN APPLICATION AND PREQUALIFICATION. Buyer must submit a written application for financing to a Preferred or Non-Preferred Lender (Collectively "Lender", each as defined below) within 3 days of the contract date. Within 7 days of the Effective Date, Buyer will provide Seller sufficient documentation, that Buyer can pay the Purchase Price ("Prequalification").

7. FINAL APPROVAL AND APPRAISAL. At least 3 days prior to the scheduled Closing, Buyer will obtain final loan approval subject only to final verification of employment, updated bank statements and paystubs, and a final credit check. After receipt of the Prequalification, Seller will rely on Buyer's ability to finance the Home, notwithstanding any change in loan program terms, interest rates, or other financing terms or conditions.

8. ESTIMATED COMPLETION DATE. Seller is unable to provide an estimated completion date more than 21 days prior to scheduled completion of the Home, but both parties agree that Closing must occur in less than 60 days after the point of contract, unless subsequently extended by agreement of the parties.

9. CLOSING AND RISK OF LOSS. While Buyer retains the right to retain any legal counsel to review documents and provide Buyer with legal advice, the closing documents will be prepared by the Attorney designated by Seller ("Closing Attorney") and the closing will occur at Closing Attorney's office.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates written below. The document will not become effective until ratified by an authorized representative of the Seller ("Effective Date"). BUYER HAS READ, UNDERSTANDS, AND VOLUNTARILY AGREES TO THIS AGREEMENT. NO REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS AGREEMENT, WHICH HAVE CREATED EXPECTATIONS IN BUYER OR ARE BEING RELIED ON BY BUYER TO SIGN THIS AGREEMENT.

Buyer Signature: Karin Josue Fuentes Date: 7/19/14
Sales Counselor Signature: [Signature] Date: 7-19-14
Buyer Printed Name: Karin Josue Fuentes
Operations Partner Signature: [Signature] Date: 7/21/14
Operations Partner Printed Name: [Name]

Credit/Closings/Legal

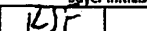
Revised: 7/11/2014

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

TERMS AND CONDITIONS

10. **Homeowner Association Dues.** Upon Closing, Buyer will become a member of any homeowner's association applicable for the community (the "Association") and will abide by the Association's declaration of covenants and restrictions. Buyer agrees to pay when due, all charges, assessments capital contributions, transfer fees, or other amount determined by the Association ("Dues") and agrees to pay at Closing its share of such Dues for the calendar year in which the Closing occurs, prorated on a daily basis.
11. **Real Estate Commissions.** Seller will pay only one commission to a Buyer's agent. Seller will pay the Buyer's agent associated with the Buyer at the earliest point of contact with Seller, and only where that agent is also listed in an attached Real Estate Commission Addendum. Buyer would be responsible to pay any other real estate agents retained by Buyer.
12. **Changes.** Buyer can make no changes to the Home other than as agreed on the Effective Date ("Late Changes"). If Seller permits a Late Change, there would be a fee in addition to the cost of the Late Changes. Buyer is responsible to communicate any increase in Purchase Price to Lender and pay the new Purchase Price regardless of any limits on financing. Seller may make changes to the Home as necessary to comply with State or Local law, to satisfy zoning commitments, correct an error, improve design, or to maintain competitive pricing. Final home handling is always determined by site conditions and is subject to change. Buyer agrees to accept any change to the Home specifications that does not materially impact the Home's value.
13. **Real Estate Taxes.** All taxes assessed for any prior calendar year and remaining unpaid will be paid by Seller. In addition, as a final settlement between Buyer and Seller, Seller will provide a credit to Buyer for property tax assessed against the Home for the current calendar year on a calendar-year basis, as of the day prior to the Closing. Seller's pro-rated share of the property tax will be based on the land value of the Home unless the property has already been assessed as improved property prior to Closing.
14. **Possession of the Home, Until Closing.** Buyer will have no right to possess or use the Home. Buyer may not enter the Home without Seller's agent and Buyer will not perform or direct any work or install any materials at the Home prior to Closing. Any materials placed in the Home prior to Closing will become the property of Seller. At Closing, Buyer will change into Buyer's name all utility and other service accounts related to the Home, and Seller will terminate all such service in Seller's name.
15. **Inspection and Incomplete Items.** Prior to Closing, Seller and Buyer will inspect the Home using Seller's standard procedures and complete the home to a finish similar to Seller's models. Buyer may hire a third-party inspector to provide an inspection prior to Closing, but the Closing will not be delayed to accommodate the same. Seller will create a list to be completed in the Home ("Incomplete Items"). Incomplete items may be completed at Seller's expense post-Closing if necessary, so long as the Home is materially complete, as evidenced by the certificate of occupancy and availability of power, gas, and water.
16. **Site Conditions.** Final characteristics of your homestead may differ from those observed at the time of contract, including but not limited to whether any slopes will remain or be created, ped width or depth, driveway handling, driveway slope (positive or negative), location or existence of drainage swales, removal of trees or vegetation, location of utilities, street lights, utilities, easements, adjacent lot characteristics, home handling, or any other aesthetic issue with the homestead or surrounding homesteads. One or more easements may exist on this property. Easements are generally recorded for the benefit of a local government municipality, a utility provider or the homeowner association. Potential easements could include: sanitary sewer lines, drainage and utility easements, or such other recorded easement that binds the property. Seller makes no representation regarding the suitability of the homestead for a pool, dock, or patio.
17. **Entire Agreement.** This Agreement constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. All prior oral or written agreements of the parties are superseded by this Agreement. Seller's sales representatives are not authorized to modify any term of this Agreement, or to make any representation, which is not expressly provided in this Agreement. The terms of this Agreement will survive the Closing.
18. **Buyer Cooperation.** Buyer will fully cooperate to give effect to this Agreement and allow for completion of the Home without delay. Buyer will attend each scheduled appointment, and comply with all requested times, as more specifically provided in Seller's "Construction Expectations" document signed contemporaneously herewith. Buyer agrees that he will not interfere in any way with Seller's performance, or Seller's business, before or after Closing. Time is of the essence regarding Buyer's obligations herein. Buyer and Seller both agree to cooperate in good faith to correct any material error made in good faith, including any mistake in pricing.
19. **Default.** Any of the following will be a "Default": (a) Buyer's failure to cooperate in full with Seller during the construction process; (b) Buyer's failure to timely close the Home; (c) Buyer's failure to pay the Deposit when due; (d) Buyer's inability to secure or maintain Prequalification, including Buyer's failure to timely satisfy or maintain any condition thereon; or (f) any breach of the Agreement.
20. **Liquidated Damages.** Buyer has voluntarily agreed to the terms and conditions of this Agreement. If Buyer Defaults on the Agreement, Seller will suffer significant damage in an amount that cannot easily be calculated. The Parties agree that the greater of \$5,000 or the Deposit would reasonably compensate Seller for this loss ("Liquidated Damages"). Buyer expressly agrees that the Liquidated Damages amounts are reasonable computations of Seller's anticipated loss, and are not punitive in nature.
21. **Seller's Remedies in a Default.** In a Default, Seller may do any or all of the following: (a) proceed with construction of the proposed Home; (b) terminate this Agreement with no further obligation or liability of Seller; (c) seek any action under law, including the sale of the Home to another person, and collect from the Buyer the difference between that sale and this Agreement; (d) collect the Liquidated Damages; (e) retain any Deposit.
22. **Miscellaneous.** This Agreement will be governed by the laws of the State where the Home exists. This Agreement is subordinate to the mortgage on the real estate, if any, of any financial institution providing mortgage funds to Seller, and will not be recorded. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the parties, and no rule of construction or interpretation shall apply against any particular party. This Agreement shall be construed and interpreted in a neutral manner. Headings are for convenience only. If a court finds any sentence or term of this Agreement to be unenforceable, the validity of the remaining terms will not be affected. No waiver of any term of this Agreement will constitute a waiver of any other provision or right hereof (whether or not similar) or a continuing waiver. Seller may not own the real estate on the Effective Date or during construction, and may refund the Deposit and terminate the Agreement without liability if Seller is unable to purchase the homestead before closing. At Seller's sole and absolute discretion, Seller may refund the Deposit, terminate this Agreement, and both parties will be released from any further obligation. Seller will retain all rights to use the likeness of the Home in any marketing material or media post-closing, and retains all legal rights to any intellectual property, including copyrights associated with the plans. This Agreement may not be modified, amended, or waived except in writing signed by Buyer and Builder. In the event of a breach of the Agreement, the losing party will pay all costs and expenses, including the winning party's attorney fees incurred as a result of a breach of this Agreement. Buyer will provide Seller a valid e-mail address and agrees to accept formal notice via electronic transmission. The address for each party, until changed in writing, will be: For Buyer: The Existing Home or the E-mail address provided by Buyer to Seller. For Seller: the Seller's registered address with the governing State's office of the Secretary of State.
23. **Warranty Policy and Dispute Resolution.** Seller will purchase shortly following Closing, and provide to Buyer, the Warranty Policy in materially the same form as the sample booklet provided herewith ("Warranty Policy"). All capitalized terms used in this document that are not defined in the Purchase and Sale Agreement shall refer to the defined term in the Warranty Policy. Buyer acknowledges a receipt of the sample Warranty Policy provided at the point of contract. In the absence of any applicable repair standard in the Warranty Policy, the related industry standard provided by the National Association of Homebuilders ("NAHB Standards") will be used as a guide. At the Closing, Buyer will receive the benefit from any applicable manufacturers' or suppliers' warranties but Builder assumes no liability related to the same. Builder may remove any existing trees that could interfere with Builder's ability to build the Home and will not be liable for damage caused to existing trees during construction of the Home. The parties agree to abide by the Mediation and Arbitration provisions contained in the Warranty Policy. Buyer's landscaping, appliances, and any installed septic or well water system are specifically excluded from Seller's warranty. For homes with a well, Seller provides no warranty regarding the quality, quantity or continued availability of water beyond the ability of Seller to obtain a certificate of occupancy prior to closing. SELLER AND BUYER KNOWINGLY AND VOLUNTARILY AGREE TO SUBMIT ANY WARRANTY DISPUTES FOR RESOLUTION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE LIMITED WARRANTY BOOKLET, INCLUDING WITHOUT LIMITATION, BINDING ARBITRATION, AND, AS TO SUCH DISPUTES, BUYER AND SELLER EACH WAIVES THEIR RESPECTIVE RIGHT TO TRIAL BEFORE A JUDGE OR JURY.
24. **Warranty Term.** Beginning on the Effective Date of the Warranty, for one (1) year, the Home will be free from Defects caused by faulty workmanship or defective materials. For two (2) years, the Home will be free from Defects caused by faulty installation of plumbing, electrical, heating, cooling, or ventilating systems, exclusive of fixtures, major appliances, or items of equipment. For ten (10) years, the Home will be free from Structural Defects as defined in the Warranty Policy. If an item is not defined as a Defect in the Warranty Policy, it is not defective, and Seller has no obligation to address the issue. Seller's only obligation under the Warranty is to correct the Defect as provided by the Warranty Policy, and has no liability for any consequential or incidental damage resulting therefrom. Homes require continued maintenance, and Seller's Warranty excludes any Defect caused by a failure to provide appropriate periodic maintenance. If Seller determines in its sole discretion to address an item that is not defective ("Customer Service"), Seller may apply any another objective standard from the Warranty Policy or the NAHB Standards, and offer to provide the voluntary service to maintain good customer relations only. Customer Service will not operate as a waiver of any provision of the Warranty Policy or this Agreement. Failure to object in writing to Seller's repair work within 10 days of the work will reflect Buyer's acceptance of Seller's performance.
25. **Notice and Disclaimer.** At various times, the U.S. Environmental Protection Agency has expressed concern over the presence of radon gas, mold and other air pollutants ("Pollutants"). Prolonged exposure to high levels of Pollutants may have adverse health effects. Seller will not make any investigation to determine whether there are any Pollutants in the Home or affecting the premises, although such conditions may exist. At the time of closing, Seller will have made no analysis or verification of the extent of the environmental or health hazard, if any, that may affect the Home, premises or residents. As such, Seller makes no representation or warranty and has no liability in connection with the presence of any Pollutants, including radon or mold.
26. **Disclaimer of Implied Warranties:** THE LIMITED WARRANTY PROVIDED IN THE Warranty Policy IS ACCEPTED BY THE BUYER IN LIEU OF ALL OTHER WARRANTIES EXPRESSED AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF HABITABILITY AND ALL WARRANTIES THAT COULD BE CONSTRUED TO COVER THE PRESENCE OF RADON OR OTHER ENVIRONMENTAL POLLUTANTS. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE WAIVED BY REASON OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED. Buyer also waives the right to recover from seller all consequential, incidental, punitive, or exemplary damage, including emotional distress, pain and suffering, lost profits, depreciation or other statutory damages. The only warranties seller provides to the Buyer are those contained in the Warranty Policy. Buyer recognizes that by accepting the express seller's warranties and the Seller's insurance covering those warranties for the periods of time provided in the contract that Buyer is waiving the right to any claim for implied warranties which may be greater than the express warranties. Seller has no liability for any consequential damages, including without limitation, lost wages or opportunity, lost or damaged household items, housing or medical expense.

Buyer Initials



TrueHomes



Customer Deposit Receipt

Date: 12/9/2013 Community: SML Lot 7 CLT

Buyer(s) Name(s): Karin Josue Fuentes

Property Address: 820 Summerlake Drive Fort Mill, SC 29715

LO: Kristi Hooks Lender: Bank of NC
Phone: (704)488-2765 Email: Khooks@bankofnc.com

Description of Transaction

Initial Deposit Received Date: 7/19/2014 Amount: \$500

2nd Deposit Received Date: _____ Amount: _____

3rd Deposit Received Date: _____ Amount: _____

Total Initial Deposit: \$500

Type: DIRT

Stage: New Construction

Total Deposit Due: _____

Form of Payment

SASHA FLEMING
KARIN JOSUE FUENTES
1020 TARA LN APT 3
CHARLOTTE, NC 28213-8059

1214


66-21/530 10480
6709600271

7/19/14 Date

Pay to the Order of TRUE HOMES

\$ 500.00

FIVE HUNDRED

Dollars  Security Features Details on Back

 Wells Fargo Bank, N.A.
North Carolina
wellsfargo.com

For DEPOSIT LOT 7

Karin Josue Fuentes MP

Sales Counselor Signature: _____

Chad Poteat
Chad Poteat

Date: 7/19/2014

Revision Date:
7/11/2014

TrueHomes

WE VALUE WHAT YOU VALUE

SELLER PAID CLOSING COST CONTRIBUTION

Buyer: Karin Josue Fuentes

Community: SML

Home site: 7

INCENTIVE CLOSING COSTS

1. True Homes has an alliance with four Preferred Lenders (Bank of North Carolina, SunTrust Mortgage, Movement Mortgage and Wells Fargo). For Buyers who finance their homes with a **Designated Loan officer** for one of these Preferred Lenders True Homes and the Preferred Lender will pay a combined closing cost contribution* \$1,500

Additionally, for **Cash Buyers**, True Homes will pay a closing cost contribution up to: \$1,000

For all other Buyers, specifically non-cash Buyers who finance their purchase with a lender other than the designated loan officer of a Preferred Lender, True Homes will pay an incentive closing cost contribution up to: \$0

2. The True Home Closing Cost incentive will be applied only to the following charges: *Appraisal fee, Credit Report Fee, Commitment Fee, Flood Certification Fee, Tax Service Fee, Document Preparation Fee, Attorney Fee, Title Insurance, Recording Fee, City/County Tax Stamps, Survey Fee*. Incentive Closing Costs will not be applied towards loan origination fees, pre-paid expenses, discount points or any amount paid to the lender to reduce Buyer's Mortgage rate. Unless captured by the Financing Costs described below, any of these expenses related to the closing of the home would be paid by the Buyer at Closing.

FINANCE COSTS

In addition to the Incentive Closing Cost provided above, Buyer and Seller have negotiated the payment of additional Seller Paid Closing Costs that could be applied towards any of Buyer's expense at closing. These costs may include loan origination fees, pre-paid expenses, discount points or any other amount paid to the lender to reduce Buyer's Mortgage rate. Buyer and Seller have agreed that Seller will pay the following additional Seller Paid Closing Cost on Buyer's behalf towards these Finance Costs:

\$3,000

Buyer: *Karin Josue Fuentes*
Karin Josue Fuentes

7/19/14
Date

Buyer: _____

Date

This Addendum will bind Seller only upon Authorized Operations Partner Signature below:

Nishi Bacon
Operations Partner
Credit/Closings/Legal

7/21/14
Date

* The combined closing cost contribution includes a contribution from the Preferred Lender's designated loan officer of \$500. The lender contribution may show on your closing settlement statement as a reduced or waived lender fee. True Homes' portion of the combined closing cost contribution will show on the settlement statement as \$500 less than the combined amount above.

Revised: 7/11/2014

**INTEGRITY/ELEMENTS/TRIBUTE
INVENTORY HOME CHANGE ADDENDUM**

This Addendum is incorporated by reference into a Purchase and Sales Agreement signed between Buyer and Seller regarding the Purchase and Sale of the Home. ("Agreement").

(Addendum & GCO's must be submitted with Purchase Agreement)

Buyer(s): Karin Josue Fuentes Contract Date: 7/19/2014

Community: SML Homesite: 7 Frame Slot Date:

Buyer Showroom Expectation: NO SHOWROOM - NO CHANGES

In addition to the terms and conditions in the Agreement the parties agree as follows:

1. The Home is sold as an inventory home with existing structural, color and style selections. Changes to this Home may only be made per the terms described below, and could delay completion of the home.
2. If Changes are permitted, Buyer will pay an additional deposit at the time of selections in the amount equal to any increase in Purchase Price. The deposit is nonrefundable, but apply to the Purchase Price at closing.
3. Buyer acknowledges that Seller must verify Prequalification prior to processing any changes or scheduling showroom. Prequalification must be received no less than 4 days prior to Deadline for Showroom date below.
4. If Seller is unable to verify Buyer's Prequalification, or Buyer does not complete Selections by the stated deadline, Buyer forfeits the opportunity to make changes. Seller reserves the right to release the Home as originally selected prior to Buyer's contract.

<input type="checkbox"/>	HOME HAS ALREADY FRAME STARTED. Changes available: Appliances, Garage Door Openers, and Window Blinds. True Advisor has reviewed all selections with Buyer, and Buyer is accepting the home as selected other than the addition of appliances, garage door openers and/or window blinds. These additions must be included in the Agreement, and also submitted on a Gold Change Order (GCO). Buyer will not complete Selections in the Showroom. Buyer will only pay an additional deposit if the addition of these items increased the Purchase Price.
<input type="checkbox"/>	FOUNDATION HAS ALREADY STARTED. Changes available: Limited Color and Style Selections only. Buyer has reviewed and accepts all structural selections of the Home. To make any limited changes to color and style, Buyer must provide acceptable Prequalification, and complete Selections by the Showroom Deadline date below. If Buyer is unable to timely obtain a Prequalification or complete selections, or if the Showroom Deadline reflects "Not Available", Buyer no longer has the opportunity to make changes and accepts the Home as selected. Showroom Deadline: <u>Showroom Not Available</u>
<input type="checkbox"/>	FOUNDATION HAS NOT YET STARTED. Changes available: Color, Style and structural changes that do not change square footage of the home. The scope of Buyer's changes will be determined by the date of the selection appointment, so any delay in Prequalification or the selections appointment would limit changes available. Buyer will provide acceptable Prequalification, and complete Selections by the Showroom Deadline below. Buyer understands home will continue with pre-start processing. If Buyer is unable to timely obtain a Prequalification or complete selections, or if the Showroom Deadline reflects "Not Available", Buyer no longer has the opportunity to make changes and accepts the Home as selected. Showroom Deadline: <u>Showroom Not Available</u>

I/we understand that if Seller is unable to verify Buyer's Prequalification, or I/we do not complete Selections by the stated deadline, or pay any of the required deposits when due, I/we will forfeit the opportunity to make changes and Seller may release the Home as originally selected prior to Buyer's contract.

Buyer: Karin Josue Fuentes

Date: 7/19/14

Co-Buyer: _____

Date: _____

True Advisor: Nick Bacon

Date: 7-19-14

Seller Operations Partner

Date: 7/21/14

Operations Partner
Credit/Closings/Legal

Revision date: 7/11/14

Contract (SPEC) (071114)

WTF

Company. *As a disclosed dual agent, the Company and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell.* Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the Company's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to designate a representative for you and one for the other client in a designated agency.

Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

What to Look For in Any Agreement

When you choose client-level service, your written Agency Agreement or your agent should answer these questions:

- Can I work with other Companies during the time of the Agreement?
- What will happen if I buy or sell on my own without the agent?
- When will this agreement expire?
- How will the Company be paid for its services?

- Does this Company represent both buyers and sellers as clients?
- If so, what are the choices if two clients become involved in one transaction?
- What duties will the Company continue to provide me after the transaction is completed?

If you plan to become a client of a Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. **Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.**

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

The choice of services belongs to you—the South Carolina real estate consumer.

This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

Agency Disclosure Brochure

Agency Relationships In Real Estate



South Carolina Department of Labor, Licensing and Regulation

South Carolina Real Estate Commission

PO Box 11847

Synergy Business Park, Kingstree Building
110 Centerview Dr., Suite 201
Columbia, SC 29210

Telephone: (803) 896-4400
Fax: (803) 896-4404

www.lr.state.sc.us/Pol/RealEstateCommission/

(Rev. 1/05)

LJF

Agency Relationships in South Carolina

The SC Real Estate License Law, in Section 40-57-139 (A) (1) and (2), requires a real estate licensee to provide you this brochure and a meaningful explanation of agency relationships offered by the licensee's Company. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate Company. Associated licensees may work only through a broker-in-charge. In other words, when you choose to work with any real estate licensee, your business relationship is legally with the Company and not with the associated licensee.

A real estate Company and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic customer services, or through client-level agency representation. The services you can expect will depend upon the legal relationship you establish with the Company. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a customer or a client.

Now You Are a Customer of the Company

South Carolina license law defines customers as buyers or sellers who choose **NOT** to establish an agency relationship. The law requires real estate licensees to perform the following *basic duties* when dealing with any real estate buyer or seller as customers:

- Present all offers in a timely manner
- Account for money or other property received on your behalf
- Provide an explanation of the scope of services to be provided
- Be fair and honest and provide accurate information
- Disclose "adverse material facts" about the property or the transaction which are within the licensee's knowledge

Unless or until you enter into a written agreement with the Company for agency representation, you are considered a "Customer" of the Company, and the Company will not act as your agent. As a Customer, you should not expect the Company or its licensees to promote your best interest, or to keep your bargaining information confidential.

Customer service does not require a written agreement; therefore, you are not committed to the Company in any way.

You Can Become a Client

Clients receive more services than customers. If client status is offered by the real estate Company, you can become a client by entering into a written agency agreement requiring the Company and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this brochure in a timely manner.

A seller becomes a client of a real estate company by signing a formal listing agreement with the Company. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the Company which becomes the agent for the seller.

A buyer becomes a client of a real estate Company by signing a formal buyer agency agreement with the Company. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the Company which becomes the agent for the buyer.

If you enter into a written agency agreement, as a Client, you can expect the real estate Company to provide the following client-level services:

- Obedience
- Loyalty
- Disclosure
- Confidentiality
- Accounting
- Reasonable care and skill

Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the Company represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

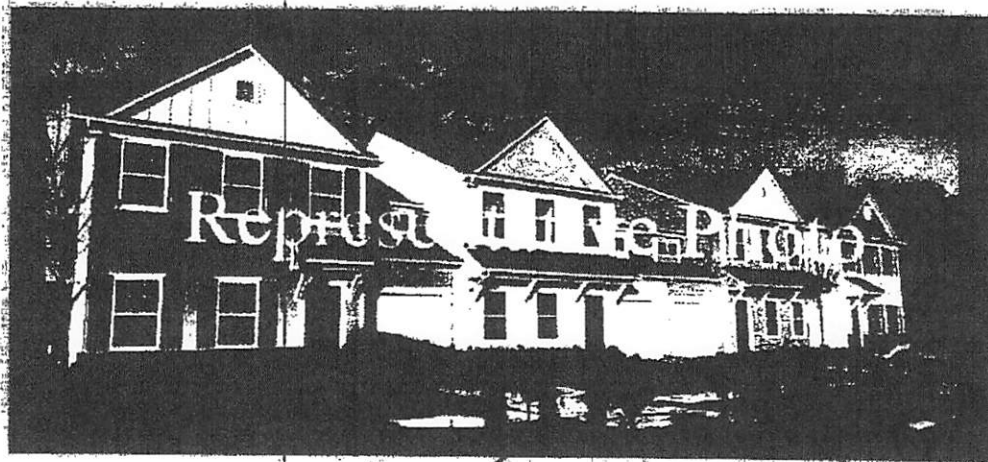
Dual Agency exists when the real estate Company has two clients in one transaction – a seller client and a buyer client.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the Company's representation duties are limited because a buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the

ELEMENTS
COLLECTION



- SOLD**

Summerlake - Lot 6
818 Summerlake Drive Fort Mill, 29715
The London - Interior Unit
2,143 sq. ft. / 3 Bed 2.5 Bath
\$182,900
- SOLD**

Summerlake - Lot 7
820 Summerlake Drive Fort Mill, 29715
The Dublin - Interior Unit
2,117 sq. ft. / 3 Bed 2.5 Bath
\$182,900
- SOLD**

Summerlake - Lot 8
822 Summerlake Drive Fort Mill, 29715
The London - Interior Unit
2,148 sq. ft. / 3 Bed 2.5 Bath
\$182,900
- SOLD**

Summerlake - Lot 9
824 Summerlake Drive Fort Mill, 29715
The Dublin - Interior Unit
2,117 sq. ft. / 3 Bed 2.5 Bath
\$182,900
- SOLD**

Summerlake - Lot 10
826 Summerlake Drive Fort Mill, 29715
The London - Interior Unit
2,143 sq. ft. / 3 Bed 2.5 Bath
\$182,900

KJF

- #1 School District in South Carolina.
- Only New Home Choice under \$200k in Ft. Mill.
- Less than 5 minutes from Carolina Place Mall for Shopping and Dining.
- 40% More Energy Efficient than a typical used home.
- Homeowners are automatic members to the Regal Manor Swim Club.
- Maintenance free lifestyle.

Highlights:

- 9ft. First Floor Ceilings
- Master Bath Dual Bowl Vanity
- Master Bath Garden Tub & Shower Combo
- Patio
- 6' Vinyl Fence
- **Townhome Designer Package**
 - Stainless Steel Appliances
 - Granite Countertops in Kitchen & Baths
 - Hardwood Flooring in Kitchen, Powder & Foyer
 - Ceramic Tile Bath Flooring
 - Two Tone Paint
 - Upgraded Lighting

For More Information Please Contact
 Rae MacTaggart 704.607.3910 rmctaggart@truehomesusa.com
 Alissa McDonald 704.996.3933 amcdonald@truehomesusa.com
 Chad Potat 704.622.9393 cpotat@truehomesusa.com

REV. DATE: 6.26.14



TrueHomes
TrueHomesUSA.com

70.00

WHEREAS, the within Declaration is being re-recorded to correct a reference to previously recorded Book and Page numbers of plats for Baden Village Subdivision, Phase 1, referenced in Exhibit "A", page 46 of the Declaration:

FILED FOR RECORD 05/17/2006
AT 01:25:36PM BOOK 08040 PAGE 00072
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000293285.

**DECLARATION OF COVENANTS, RESTRICTIONS AND PROVISIONS
FOR MEMBERSHIP IN
REGAL MANOR HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION, is made this 15th day of May, 2006, by COULSTON ENTERPRISES, INC. (hereinafter referred to as "Declarant") of ~~East Mill Township, York~~ ^{York} County, South Carolina.

FILED FOR RECORD 05/17/2006
AT 04:22:06PM BOOK 08118 PAGE 00139
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000297732

Revised

WITNESSETH: Instrument Number: 000297732

WHEREAS, COULSTON ENTERPRISES, INC., a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands (hereinafter referred to as the "Property") described in Article II of this Declaration; and

WHEREAS, Declarant desires to develop its properties in a coordinated manner, with provisions for certain common areas, common access ways and common regulations and cost sharing, all as more particularly set forth herein; and

WHEREAS, Declarant finds that private controls over the use of the land are an effective means of establishing, preserving, maintaining and, in some instances, enhancing, the economic or intangible values pertaining to the use and enjoyment of the Property and, to this end, Declarant desires to establish on the Property certain private land use controls, conditions, restrictions, equitable servitudes, encumbrances, affirmative obligations, burdens, benefits, reservations, easements, assessments, charges and liens (hereinafter referred to as the "Declaration" or these "Covenants"); and

WHEREAS, Declarant deems it desirable to provide a mechanism for the proper administration of these Covenants, including, but not limited to, the ownership, operation and maintenance of common facilities on the Property, the performance of acts of maintenance, administration, assessment, enforcement and other activities set forth in these Covenants and other mandated and discretionary functions consistent with the purpose of these Covenants which benefit the Property; and

KJF

SUMMERLAKE TOWNHOMES
HOA INFORMATION SHEET

Management Company: Kuester Management Group
130 Ben Casey Drive
Ft. Mill, SC 29708
803.802.0004

Sub- Association Dues: \$105.00 monthly
Master Dues: \$150.00 Quarterly Dues
Capital Contribution: \$250.00
Master Contribution: \$100.00
Transfer Fee: \$125.00

Master Insurance policy: Gill-Holler Insurance
888-661-3938

KJF

June 20, 2013



Summerralake, TOA-Sub Association
Regal Manor-Master Association

Welcome New Owner,

Congratulations on the purchase of your new home. You are a member of two great communities. Summerralake Townhomes, is your primary association, and Regal Manor is the Master Association. Below are details of your membership for both Associations.

SUMMERLAKE, TOA

Management Community: Kuester Management Group

Mailing Address: PO Box 3340, Fort Mill, SC 29708

Community Manager: Taylor Nugent

Main Office: (803)802-0004

Email Address: support@kuester.com or taylor@kuester.com.

Monthly Fees: \$105 per month

Association Paid Services

1. Master Insurance Policy
2. Exterior Maintenance (After Warranty Period)
3. Irrigation
4. Landscape Maintenance
5. Trash Removal Service (Morning Star Trash-(803)324-2966)

REGAL MANOR, HOA

Management Community: Kuester Management Group

Mailing Address: PO Box 3340, Fort Mill, SC 29708

Community Manager: Rita Barrett

Main Office: (803)802-0004

Email Address: support@kuester.com or rita@kuester.com

Quarterly Fee: \$150 per quarter

Association Paid Services

1. Pool
2. Clubhouse (Usage Fee Applicable)
3. Social Events

KJF

1018

SUMMERLAKE
COMMON INTEREST AND COMMUNITY INFORMATION DISCLOSURE

PURPOSE OF THIS DOCUMENT: The Common Interest and Community Information Disclosure document is provided to each homebuyer at the time of contract to communicate and disclose information regarding the community.

PROJECT SUMMARY: Summerlake has been platted as a single family townhome community in York County, South Carolina in a PD zoning district.

FUTURE CONSTRUCTION: In order to meet changes in market demand, True Homes reserves the right to change price range, size and design of future homes in the subdivision, subject to zoning restrictions.

ZONING OF ADJACENT PROPERTY: The property to the North, South, East, and West is zoned for residential use.

FIRE & POLICE PROTECTION: Fire protection, Police protection and Emergency Services will be provided by York County.

PUBLIC SCHOOLS: Per the information provided to True Homes, the school assignments are as follows:

High School:	Nation Ford High School
Middle School:	Fort Mill Middle School
Elementary School:	Sugar Creek Elementary School

The school assignments are determined by exact address and will not be determined until residence has been established. Important, this information is subject to change at any point in time.

POSTAL ADDRESS: Summerlake is located in York County, South Carolina with a postal address of Fort Mill, SC 29715. True Homes recommends waiting to order checks, mailing labels, providing change of address notices, etc. until the building permit for the home has been obtained and the house has started construction. Occasionally, street numbers or street names will change at the time of permitting.

WASTE COLLECTION: Each homeowner is responsible for arranging waste collection through the appropriate waste disposal company. The Homeowners Association is not responsible for waste collection.

UTILITIES: Utility companies which serve the community are as follows:

Wastewater Service:	York County
Water Service:	York County
Electric Service:	Duke Energy
Natural Gas:	N/A
Telephone Service:	Comporium
Cable Television:	Comporium

3/15/2014

KJF

EASEMENTS: There are various easements within the community and on particular lots which have been granted to the city, county, utility companies or other parties requiring easements. The use of these easements include but is not limited to drainage/storm water, sanitary sewer, phone, electric, cable, gas, landscaping, signs, walls, earth mounds. The easements are shown on the recorded plat and will be listed on the homeowner's title insurance commitment at closing. These easements have been created and are reserved for the use of the city, county, utility companies, developer, builder or homeowners association for access to and installation, maintenance, repair and replacement of the above listed improvements. Except as installed by the city, county, utility companies, developer, builder or homeowners association, no improvements or permanent structures, including without limitation, fences, patios, decks, driveways, and walkways, shall be erected or maintained in or upon said easements. Upon closing on the homes, the homeowner will own the lot including the easement area on the lot shown on the recorded plat and closing survey and will be able to use the easement area in such a manner that does not infringe upon the intended use as stated above.

DITCHES OR SWALES: Each homeowner who has any party of an open drainage ditch or swale on his lot has the responsibility to keep such continuously unobstructed and in good condition, including regular mowing. These swales are planted with grass seed for erosion control during development and will not be graded as part of home construction. Homeowners will need to over-seed the rear yard and drainage swale with lawn seed to establish residential standard grass cover. Any soil erosion that occurs within a drainage swale due to not establishing grass cover will be the responsibility of the homeowner to have the swale resorted to ensure proper drainage.

EXISTING TREES AND VEGETATION: True Homes does not guarantee the number of trees or amount of vegetation that will exist on any lot after the land development and house construction. Furthermore, True Homes does not guarantee the continued life of any vegetation after said development and construction.

FENCE ROWS AND PERIMETER LOTS: Existing wooded areas and fence rows that will remain after the lots are developed that include trees, shrubs and brush will not be cleaned out, graded or seeded; they will be left natural or in "as-is" condition.

TREE PROTECTION AREA: There may be tree protection areas within common areas or on individual lots within the community. These areas have been required by the city or county and are designated on the recorded plat as tree protection areas or easements. The purpose of these areas is to preserve the natural characteristics of the areas including topography, trees, brush, etc. True Homes does not guarantee the continued life of any tree protection area or vegetation after land development and house construction.

SLOPES AND LAKE BANKS: Slopes and lake banks within the common areas are mowed or maintained by the Association; however, slopes and lake banks that exist within the boundaries of a Lot are to be mowed or maintained by the Lot owner. Please review your plot plan to determine the boundaries of your lot and its relationship to the slopes or lake banks.

SUBDIVISION STREETS DISCLOSURE STATEMENT: Developer shall construct all roadways shown on the approved subdivision plat(s) in accordance with the standards for subdivision streets adopted by the North Carolina Department of Transportation for acceptance into the State-maintained highway system. The rights-of-way and design of the streets on the approved subdivision plat(s) have been approved by the Division of Highways prior to Developers conveyance of title to any lot fronting thereon. Following

3/15/2014

KJF

all construction of the streets by Developer, the streets will be maintained but the Homeowner's Association until such time as the Department of Transportation requirements have been met for acceptance of maintenance of the streets. Once such requirements have been met, Developer will take all measures necessary to have the streets accepted for maintenance by the Department of Transportation.

BASINS: Temporary sediment basins are constructed to control sediment and erosion resulting from construction within the community. Basins will continue to exist once homes are built and occupied on other lots. The lots adjacent to the basins have stockpiles of soil that will be used to fill sand basins at some time in the future. The city or county dictates when the basins can be closed. The developer (not True Homes) is responsible for maintenance and closure of said basins.

IMPERVIOUS AREAS: There may be an Impervious Area Restriction as required by Municipal Watershed Regulations. Impervious Area Restrictions for every lot will be recorded before any lot is conveyed to a buyer and shall be binding on future owners of said lot. All Owners of lots shall not alter or add any structure or ground cover to a lot which prevents the absorption of surface water into the soil of the lot. This shall include, but is limited to, any structure or ground cover consisting of asphalt, concrete, stone brick, terrazzo, roofing, ceramic or masonry tile or any other natural or man made material that prevents the absorption of surface water into the soil of a lot.

HANDICAP RAMPS: True Homes makes every attempt to avoid the placement of handicap ramps within driveways. The municipalities determine the location of these ramps, and there are some instances where placement within a driveway cannot be avoided, such as T-intersections. Please review your plot plan to determine the location of a handicap ramp if applicable.

STREET STUBS: There may be street stubs planned within the community. These street stubs are required by the municipalities and are intended to be extended into the adjoining properties when those properties develop. The homeowner should review the subdivision map to review the location of possible street stubs

STREET LIGHTS: If streetlights are installed, they will be maintained and paid for by the homeowners association. The placement of streetlights will be determined by the electric company and will be installed per municipal requirements.

HOMEOWNERS ASSOCIATION INFORMATION

ASSOCIATION & DECLARATION: Purchase of your home will automatically include you in the governing body of a Homeowner's Association, if the entity is formed for this community. The Association owns and maintains all common areas or common improvements such as ponds, amenity areas, landscaping and entryways that are present within the community. The Association also collects an annual service fee (See Association Dues information below) from all homeowners and disburses funds related to the maintenance and ownership of these areas. Your rights and remedies as a member of the Association are fully described in the Declaration, By-Laws, and Articles of Incorporation. The trash collection is provided through the HOA.

RESPONSIBILITIES: The information provided below defines responsibilities (if any) related to the Homeowner's Association.

3/15/2014

KJF

Declarant: Carolina Development Services

The entity responsible with the authority to make decisions for the Association (i.e. establish budget and approve exterior improvements). The Declarant has the right to hire a management company to assist in completion of necessary responsibilities for an Association.

HOA Management Company: Kuester Management Group 888-600-5044

The company is hired by the Declarant to provide management services for the operation of a Homeowner's Association. The Management Company assigns a property manager to a Community/Association to assist homeowners and to manage required responsibilities/activities of that Association.

Builder: True Homes 704-238-1229

The Builder is responsible to fulfill any commercial obligations set forth in the purchase agreement between the Builder and Developer. Builder is not responsible for management services with regard to the Homeowner's Association.

USE RESTRICTIONS: Use restrictions are included within the Declaration of Covenants, Conditions, and Restrictions, a copy of which is provided in the sales process. Use restrictions provide details for what is permitted as an exterior improvement within the community. Please refer to the Declaration for this information and contact Declarant/HOA Management Company with any questions.

GOVERNING MUNICIPAL ORDINANCES: The County and/or City ordinances may affect any proposed change to your home. There may be instances where a change is approved through the Homeowner's Association but may not be allowed through county and/or city. The homeowner must check with the county and/or city and obtain any permits or approvals that may be required.

HOMEOWNERS ASSOCIATION DUES: When applicable, the Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the community and for the Association's obligations relating to the improvement, repairing, operating, and maintaining the Common Areas.

The current assessments are \$105.00 per month for the townhomes association. In addition there is \$150.00 per quarter due to the master association. Please note that the HOA assessment amount is subject to change from fiscal year to fiscal year. A copy of the HOA budget is available by contacting the Association Management Company as provided below.

CAPITAL CONTRIBUTIONS: This fee may be required to be collected per the Declaration of Covenants, Conditions, and Restrictions. This fee can be a one-time fee paid at the time of closing on a home whether new construction or re-sale of a home. The capital contribution for this community is \$250.00. There is also a transfer fee of \$125.00. Please refer to the Declaration for specific information regarding this fee if it is applicable.

3/15/2014

KJF

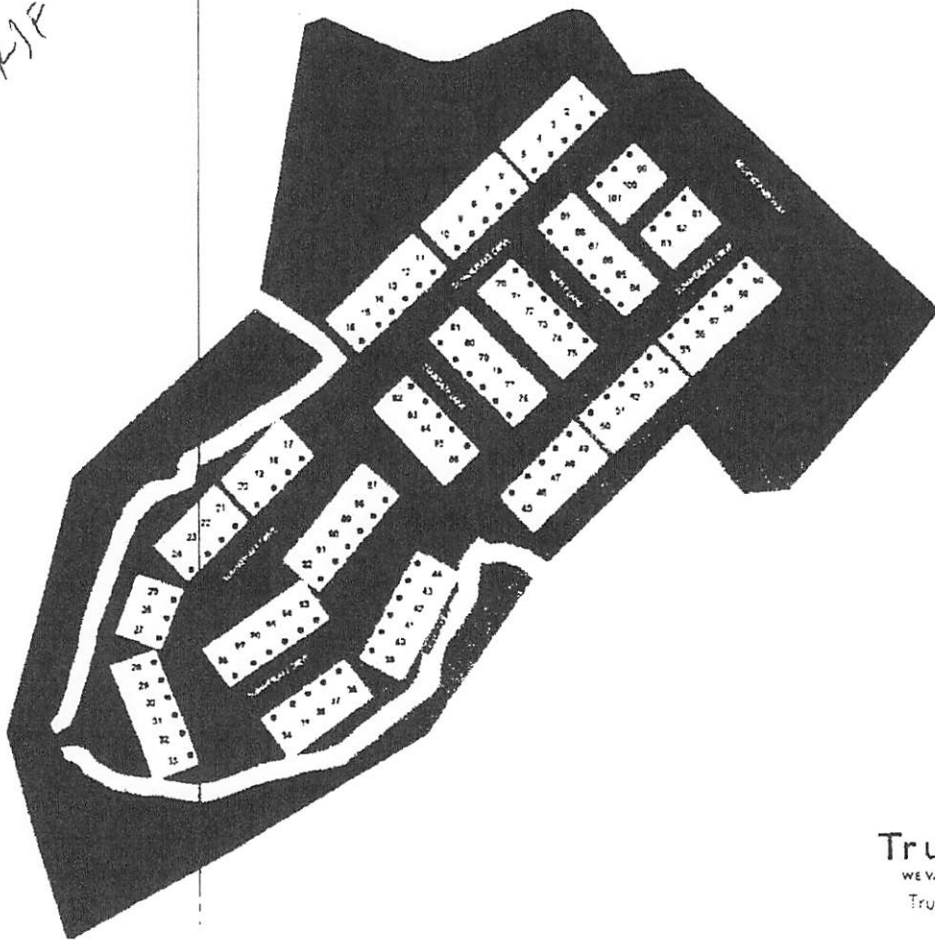
APPROVAL FOR EXTERIOR IMPROVEMENTS: Any proposed exterior change or improvement to your home must receive prior approval of the Architectural Control Committee of the homeowners association through filing the appropriate application.

3/15/2014

Summerlake Community Map

PLANNING
COMMISSION
AGREEMENT

KJP



TrueHomes
WE VALUE WHAT YOU VALUE
TrueHomesUSA.com

TrueHomes

WE VALUE WHAT WE SELL

Buyer Contact and True Connect

Community: SML Type (Dirt/Spec): SPEC

Lot: 7 Source: Walk-in (no Realtor)
(R,WI,Perp,Ref,HBC,O)

Buyer: Karin Josue Fuentes CoBuyer: _____

Home Phone: (704)491-9468 Cell Phone Number: _____

Buyer's Current Address: 8417 Riverbirch Drive Apt. 304 Charlotte, NC 28210

Realtor: _____ Office: _____
Phone: _____ Email: _____

Loan Officer: Kristi Hooks Lender: Bank of NC
Phone: (704)488-2765 Email: Khooks@bankofnc.com

WHAT IS TRUE CONNECT?

We know that one of the keys to *your* satisfaction is our ability to timely and accurately communicate with you. We would like to send you a series of automated e-mail messages to keep you informed of our progress.

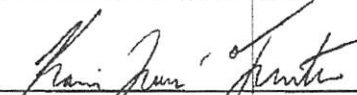
YOUR E-MAIL ADDRESS?

Please confirm your *primary* e-mail address or addresses below:

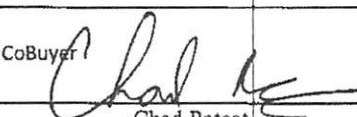
Buyer:

Co-Buyer:

I/we authorize True Homes and its affiliates and partners to use this e-mail address to communicate important information about my/our home before, during and after construction. I/we will be notified of important dates and times through e-mail. I/we will notify True Homes if this address changes. I/we agree to accept any notices required by the contract to the sent via True Connect.


Karin Josue Fuentes
Buyer

7/19/14
Date


Chad Poterat
True Advisor

Date
7-19-14
Date

Revised: 7/11/2014

Contract (SPEC) (071114)

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

Residential Building Permit
102 - Single Family Houses Attached



Permit Number: 201401498

Date Issued: 05/27/2014

Site Address	2006 FIREFLY LN	Tax Map ID	7290701012
Owner Name	CAROLINA DEVELOPMENT SERVICES LLC	Subdivision	SUMMERLAKE TWH
Contractor	James Mathew A Hood	Lot Number	71
Company	True Homes		
Permit Description	Townhouse Lot 71		

<u>Date</u>	<u>Name</u>	<u>Status</u>	<u>Inspector</u>	<u>Comment</u>
06/09/2014	Plumbing Under Slab	Approved	Danny Scoggins	
06/17/2014	Slab	Not Approved	Danny Scoggins	cancel \$0 Fee Charged
06/17/2014	Garage Slab	Not Approved	Danny Scoggins	cancel \$0 Fee Charged
06/17/2014	Footing	Not Approved	Danny Scoggins	cancel \$0 Fee Charged
06/18/2014	Footing	Not Approved	Danny Scoggins	cancel \$0 Fee Charged
06/18/2014	Slab	Not Approved	Danny Scoggins	cancel \$0 Fee Charged
06/18/2014	Garage Slab	Not Approved	Danny Scoggins	cancel \$0 Fee Charged
06/19/2014	Footing	Approved	Danny Scoggins	
06/19/2014	Garage Slab	Approved	Danny Scoggins	
06/19/2014	Slab	Approved	Danny Scoggins	
07/24/2014	Rough Framing	Approved	Larry Harrison	
07/24/2014	Rough Electrical	Approved	Larry Harrison	
07/24/2014	Rough Plumbing	Approved	Larry Harrison	
07/24/2014	Rough Mechanical	Approved	Larry Harrison	
07/24/2014	House Wrap	Approved	Larry Harrison	
07/29/2014	Insulation	Approved	Larry Harrison	
08/27/2014	Temporary Power	Approved	Larry Harrison	
09/23/2014	Final Stormwater	Approved	Christine Taylor	Per JF
09/23/2014	Final Zoning	Approved	Zoning Inspections	
09/23/2014	Final	Approved	Larry Harrison	

ELECTRONICALLY FILED - 2022 Jun 30 4:09 PM - YORK - COMMON PLEAS - CASE#2020CP4603592

09/24/2014	Final Utility	Approved	Util Inspections
09/24/2014	Final Transportation	Approved	Trans Inspections

AFFIDAVIT OF SERVICE

Case: 2020-CP-46-03592	Court: In the Court of Common Pleas	County: York, SC	Job: 5500249 (True Homes)
Plaintiff / Petitioner: SUMMERLAKE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. and SUSAN HAGY and KARIN FUENTES, individually and on behalf of all others similarly situated		Defendant / Respondent: TRUE HOMES, LLC; CAROLINA DEVELOPMENT SERVICES, LLC; SUMMERLAKE PROPERTIES, LLC; RJB LEGACY COMPANY f/k/a Barefoot & Company, LLC; BMC STOCK HOLDINGS, INC. a/k/a Barefoot & Company, LLC; AIRTRON, INC.; and MPK GRADING AND EROSION CONTROL, LLC	
Received by: Whitesell Investigative Services Inc		For: Steinberg Law Firm, LLP	
To be served upon: Wesley Hinson as Registered Agent for True Homes		Court Date:	

I, Cedric Caldwell, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein


Recipient Name / Address: D. Hope Bergamini for True Homes, 2649 Brekonridge Centre Dr, Monroe, NC 28110

Manner of Service: Corporation, Mar 25, 2021, 4:01 pm EDT

Documents: Summons and Complaint (Received Mar 25, 2021 at 2:17pm EDT)

Additional Comments:

1) Successful Attempt: Mar 25, 2021, 4:01 pm EDT at 2649 Brekonridge Centre Dr, Monroe, NC 28110 received by D. Hope Bergamini for True Homes. Age: 46; Ethnicity: Caucasian; Gender: Female; Weight: 150; Height: 5'6"; Hair: Brown; Eyes: Brown; Other: No glasses ; Attempted service at the address provided. Made contact with D. Hope Bergamini, in Land Development, who stated she is authorized to accept documents. She accepted service without incident.



 Cedric Caldwell 3-26-21
Date

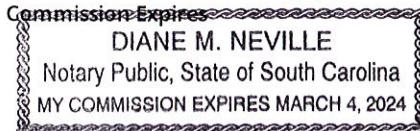
Whitesell Process Service
 PO Box 2511
 Rock Hill, SC 29732
 803-327-6974, ext 2

Subscribed and sworn to before me by the affiant who is personally known to me.



 Notary Public

 Date 3-26-21 3-4-24


 Commission Expires
DIANE M. NEVILLE
 Notary Public, State of South Carolina
 MY COMMISSION EXPIRES MARCH 4, 2024

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.

RECEIVED

Jun 12 2023

SC Court of Appeals

WOLFE, CAMPBELL, GUNST & HINSON, PLLC

/s/ Joshua R. Hinson

Brian E. Wolfe (SC State Bar No. 77463)

Robert C. Gunst, Jr. (SC State Bar No. 102957)

Joshua R. Hinson (SC State Bar No. 102270)

215 Queens Road, Suite 200

Charlotte, NC 28204

P: (704) 827-3774

F: (252) 408-6859

bwolfe@wolfe-campbell.com

rgunst@wolfe-campbell.com

jhinson@wolfe-campbell.com

Attorneys for Appellant True Homes, LLC